

SPORTSWORLD WEMBLEY

TERMS & CONDITIONS

We are Sportsworld Group Limited a member of the TUI Travel PLC Group of companies, company number 1663571, having its registered office address at TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex RH10 9QL. These Terms and Conditions set out what the client is legally entitled to expect from Sportsworld when booking arrangements with Sportsworld. "Sportsworld", "us" and "we" refers to Sportsworld Group Limited. "You" and "client" refers to the person(s) or company booking the travel arrangements with Sportsworld.

Insurance:

Please Note: Adequate and valid travel insurance is compulsory for all Sportsworld travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance for your booking by the date of departure.

Introduction:

When you buy an ATOL protected air package or flight from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 2336. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund the flight costs you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk. The price of your booking includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package tours booked from our quotations and for your repatriation in the event of our insolvency. For package tours that do not include travel by air we provide this security by way of a bond held by ABTA. If you book arrangements other than a package tour the financial protection referred to above does not apply. We are a Member of ABTA, membership number V3648. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

The Booking:

A signed booking form must be returned to Sportsworld within 24 hours of booking to guarantee availability. If received after 24 hours then packages are subject to availability at the time of receipt of the booking form. A booking is not considered as confirmed until Sportsworld has sent a booking confirmation email to the client.

Payment Terms:

A deposit of 50% becomes immediately due upon booking and must be paid to Sportsworld within 10 working days from the date of the booking confirmation invoice, otherwise the booking may be cancelled and the space resold at the sole discretion of Sportsworld. Final balances must be paid to Sportsworld not later than ten weeks prior to the event starting date. If the booking is made within 10 weeks of event starting date the full balance must be paid to Sportsworld within 10 working days from the date of the booking confirmation invoice. If you do not pay the balance by the due date your booking will be cancelled and your deposit will be retained. For bookings made within 7 days of the event starting date and for additional services made during the event, payment must be made in full at the time of booking by authorised credit card. Sportsworld reserves the right to cancel a booking and not to dispatch the documents relating to an event unless payment of all accounts has been received in full.

Credit Cards:

Sportsworld will accept all major credit cards, although a 2.5% service charge will be applied. This charge is subject to alteration in line with credit card rate fluctuations. Please note that there is no charge for Debit cards. Should the client instruct its credit/debit card company to "charge back" any payment(s) properly due from the client in respect of its booking, Sportsworld will charge the client an administrative fee of £10 per incident and associated costs. Sportsworld further reserves the right to cancel the client's booking and/or take legal action against the client for all outstanding payment(s).

Prices, Surcharging and Air Passenger Duty:

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. Before you make a booking we will give you the up-to-date price of your chosen booking including the cost of any supplements, upgrades or additional facilities which you have requested.

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option to change to another booking if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancel and receive a full refund, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your booking go down due to the changes mentioned above by more than 2% of your booking cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Air Passenger Duty "APD" is included in the price of your booking/flight ticket. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your travel arrangements at the time of booking.

Changes and Cancellations by the Client:

Booking Amendments:

If you wish to alter any details of a confirmed booking, Sportsworld will do its best to accommodate the new requirements. All costs incurred by us or incurred or imposed by any of our suppliers in meeting any amendment request together with a nominal administration charge may be passed on to you. Such costs may include the full cost of replacement flights where scheduled airlines will not permit name changes after tickets are issued. If the booking to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. Any alteration by you within 30 days of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges.

Where you are unable to travel you can transfer your booking to another person, subject to the following:

- a) you must notify us in writing at least 30 days before departure; and
- b) your request is accompanied by all original travel documents which you have received and the full name and address of the transferee; and
- c) the transferee must fulfil any conditions that apply to the booking; and
- d) payment by you of an administrative charge of a minimum of £50 per person plus payment of all costs charged or levied by those supplying your travel arrangements.

Both the transferor and transferee will be jointly and severally liable for payment of the booking price and other associated expenses. Some airline carriers treat name changes as cancellations. Accordingly you may be required to pay for the cost of a new ticket.

In the event of cancellation by the client, at any time after Sportsworld has issued a 'confirmation of booking', the deposit (or full payment due) is non refundable. In the event of cancellation by the client after the date on which the balance becomes payable this balance remains due. Cancellations must be received by Sportsworld in writing and will be effective upon receipt of the client's written communication. In the event of cancellation

Sportsworld will use its best endeavours to re-sell cancelled packages to mitigate the client's liability. In the event of cancelled packages being resold, Sportsworld shall be entitled to retain a handling fee equivalent to 10% of the total original booking value and any additional services booked and subsequently cancelled. Please note that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. Sportsworld strongly recommends its clients take out insurance that includes cover against irrecoverable cancellation costs. Additionally, the client will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of cancellation.

Changes and cancellations by Sportsworld:

Sportsworld reserves the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking. Sportsworld plans arrangements many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers shown in the brochure are subject to change. A change of carrier will not be considered a major change. In the event that Sportsworld is obliged to make any material changes in the package arrangements or cancel them as booked by the client Sportsworld will advise the client of the change as soon as possible. Whether a change is 'material' depends on the nature of the tour and may include: alteration to the scheduled departure or return time of your flight by more than 12 hours (but not a flight delay); a change to a lower standard of accommodation; or a change of departure airport (excluding a change between London airports). When a material change occurs, the client will have the choice of either accepting the change, or accepting alternative arrangements from us of equivalent or closely similar standard and price, or cancelling your booking, in which case we shall refund you in full. In all cases, except where a material change arises from circumstances amounting to force majeure or consolidation (see below), we will pay you compensation if appropriate

Compensation will not be payable if Sportsworld are forced to cancel, or in any way change a client's booking for reasons of consolidation due to minimum numbers not being attained or force majeure. Sportsworld strongly recommends that the client purchases adequate insurance to cover themselves against cancellation or postponement of the event. Operation of all bookings is dependent on a minimum number of persons booking and if that number is not achieved, Sportsworld reserve the right to cancel the booking. In no circumstances will Sportsworld cancel a client's booking less than 4 weeks before the scheduled departure date except for reasons of force majeure (as defined below) or failure on the client's part to pay the final balance.

Circumstances amounting to "force majeure" include any event which Sportsworld or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, and all similar events.

In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, the client should note that reimbursement of the cost of a flight that forms part of a booking is the responsibility of your airline and will not automatically entitle you to reimbursement of the cost of your booking from Sportsworld. If the client's airline does not comply with these rules the client should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

Availability:

All packages are subject to availability.

The Contract:

The contract becomes effective on the issue of a "Confirmation of Booking" by Sportsworld.

If you made your booking in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you made your booking in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you made your booking in Northern Ireland, this Agreement, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

Liability:

Sportsworld's obligations, and those of its suppliers providing any service or facility included in the client's booking, are to take reasonable skill and care to arrange for the provision of such services and facilities. The client must show that reasonable skill and care has not been used if you wish to make any claim. The services and facilities included in the client's booking will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

Sportsworld's liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Sportsworld's liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for the client's travel arrangements. These terms are incorporated into this contract and Sportsworld is to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from Sportsworld's offices, Windrush Court, Blacklands Way, Abingdon, OX14 1SY.

Sportsworld shall have no liability where the cause of the failure to provide, or failure in, the client's booking or any death or personal injury suffered is not due to any fault on Sportsworld's part or that of its agents or suppliers, because it is either attributable to the client, or attributable to someone unconnected with the client's booking and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond Sportsworld's control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither Sportsworld, nor its agents or suppliers could have foreseen or forestalled.

If any international convention applies to, or governs, any of the services or facilities included in the booking arranged or provided by Sportsworld, or provided by any of its suppliers, and the client make a claim against Sportsworld of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, Sportsworld's liability to pay compensation and/or the amount (if any) of compensation payable to the client by Sportsworld will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). For the avoidance of doubt, this means that Sportsworld is to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your booking. Other than as set out above, and as is detailed elsewhere in these booking conditions, Sportsworld shall have no legal liability whatsoever to the client for any loss or damage.

If the client purchases any optional services that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between the client and the service provider. The decision to purchase an optional service is entirely at the client's own discretion and risk. If the client does have any complaint about, or problem with, any optional services purchased the client's claim should be directed to the service provider and not to Sportsworld. However, should the client or any member of the client's party by misadventure suffer illness, injury or death during the period of the booking from a service which does not form part of the arrangements made by Sportsworld or purchased through Sportsworld, the company shall at its absolute discretion give the client every

assistance including advice, guidance and financial assistance to cover initial legal costs for legal action against a third party where appropriate, up to a limit of £5,000 cost to Sportsworld per booking form provided such assistance is requested within 90 days of the misadventure. In the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, Sportsworld is entitled to recoup from the client the costs actually incurred in giving this assistance.

Flights:

The flight timings given on booking and detailed on your confirmation invoice are for general guidance only and are subject to change. The latest timings will be shown on your tickets which will be despatched to you. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: [British Airways, FlyBe, Virgin]. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the contract between the carrier(s), Sportsworld and the client. No representation is made by the carrier(s) or Sportsworld as to the accuracy of the contents of this notice.

Air carrier liability for passengers and their baggage. This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention. **Compensation in the case of death or injury.** There are no financial limits to the liability for passenger injury or death. For damages up to approximately £109,000 the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault. Advance payments. If a passenger is killed or injured, the air carrier must make an advanced payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than approximately £13,000.

Passenger delays. In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to approximately £4,500.

Baggage delays. In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to approximately £1,000.

Destruction, loss or damage to baggage. The air carrier is liable for destruction, loss or damage to baggage up to approximately £1,000. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage. A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage. If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action. Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at www.air-ban.europa.eu

Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

Hotel Rating Information:

Please note that as there is no single officially recognised system for hotel ratings, all indications – either written or verbal – of hotel ratings or standards are given in good faith and are based on Sportsworld's general assessment of the property standards and service in the context of what is generally regarded as 'normal'. Star rating information is given for guidance only. Our assessment of the property in terms of such star rating guidance might be different from the grading that the hotel gives itself.

Insurance:

It is a condition of our accepting your booking that you take out adequate insurance cover for the entire duration of the booking.

Complaints:

If the client has any complaint about the booking the client must inform Sportsworld and the relevant supplier of the service immediately. If the client is not happy with the action in response the client should follow this up within 35 days of return by writing to Sportsworld at [Windrush Court, Blacklands Way, Abingdon, OX14 1SY] providing all relevant information. Sportsworld will acknowledge the client's written notification within 7 days and aim to provide a full response within 28 days. Sportsworld can usually sort out any complaints the client may have, but if we cannot agree the client can take the matter to arbitration administered by IDRS, part of the Chartered Institute of Arbitrators. Details and application forms are available from ABTA Ltd, 30 Park Street, London, SE1 9EQ, www.abta.com. The arbitrator will only deal with your complaint if it relates to a booking and:

- you are claiming up to £5,000 for each person or £25,000 for each booking;
- you contact them within 9 months of the end of your tour; and
- your complaint does not involve major physical injury or illness in excess of £1,000.

This is a cheap and simple way of sorting out complaints and there are limits on the costs you might have to pay. You do not have to appear in person, but can send documents to explain your complaint. If you would like more details please ask our customer service staff. If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour operators.

Visa, Health, Passport, Travel documentation:

You should check with the appropriate Embassy or Consulate for the exact requirements for your chosen booking. It is your responsibility to ensure that you have the correct passport and visas to gain access to any

country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements.

It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

Privacy Policy:

Sportsworld Group Limited's Privacy Policy sets out what information we collect, how we collect it and what we do with it.

Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we get the opportunity to keep it current, accurate and complete. For the purpose of providing you with our services, including your booking, flight, etc., we may disclose your information to our service providers (who could be located outside the UK/EEA). In order for you to travel overseas, it may be **mandatory** (as requested government authorities at the point(s) of departure and/or destination) to disclose your information for immigration, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Even if not mandatory, we may exercise our discretion to assist where appropriate. We may collect and use your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to our "group companies" (some of whom are outside the UK/EEA) for business purposes. We may also disclose your information to companies who act as "data processors" on our behalf, or to our service provider's operating systems or business functions on our behalf, some of whom are outside the UK/EEA. These purposes include administration, providing services (and contacting you where necessary), customer care, improving our service, business management and operation, re-organisation/structuring/sale of our business (or our group companies), risk assessment, security and crime prevention/detection, research and analysis, marketing, monitoring, measuring and assessing customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. Some of your information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to disclose **relevant** information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the group you are travelling with.

If you do not agree to our use of your information as above, we cannot do business with you or accept your booking.

We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our other sports businesses and our holiday group companies. Please note that our websites will assume you to agree to e-communications when you make a booking. You will be given the opportunity on every e-communication we send you to indicate that you no longer wish to receive our direct marketing material. You may indicate your preference regarding receiving third party direct marketing material. If do not wish to receive such information or would like to change your preference, please see below.

You have the right to ask in writing by completing our Data Subject Access Request form for a copy of the information we hold about you (for which we may charge a fee) and to correct any inaccuracies in your

information. You have the right to ask in writing not to receive direct marketing material about our products and services. If the following facilities are available, you can amend your previous preference on our website(s), using our "unsubscribe e-mail" or in literature which you subsequently return to us. Once properly notified by you, we will take steps to stop using your information in this way. If you would like a list of our group companies or brands, please send us your request.

Our address is at Sportsworld Group Limited, Windrush Court, Blacklands Way, Abingdon, OX14 1SY. Please address your correspondence to the Wembley Team.

Outside the European Economic Area (EEA), note that controls on data protection in such countries may not be as strong as the legal requirements in this country.

We have taken all reasonable steps to have in place appropriate security measures to protect your information. Any changes to this Policy will be either posted on our website, brochure and/or made available on request. Any likeness or image of you secured or taken on any of our bookings may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.