

Sportsworld Group Limited

General Terms and Conditions

GENERAL TERMS AND CONDITIONS OF BOOKING

Sportsworld Group Ltd (hereinafter known as "Sportsworld"), is a company registered in England and Wales with its registered office situated at TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 NQL, England, with registered company number 1663571.

References to "accommodation provider" means the owner/provider of the hotels, apartments, villas and other accommodation of any description featured by Sportsworld and "accommodation" means the accommodation including all facilities and services featured by Sportsworld that we have agreed to arrange in connection with your confirmed booking.

The content of the Sportsworld accommodation portfolio is directed solely at customers who book the product through Sportsworld (hereinafter referred as "you" or "your"). Access to the Sportsworld accommodation portfolio is strictly controlled by Sportsworld.

By visiting, using or booking through the Sportsworld accommodation portfolio, you expressly consent and agree to be bound by these General Terms and Conditions ("the Terms"), and the terms of your duly completed booking form ("the Booking Form"), your confirmation booking voucher ("the Booking Voucher"), Privacy Policy, the Legal Notice and the Terms of Use for the accommodation, which are incorporated herein by reference and which form an integral part of these Terms and you expressly consent and agree to be bound by these Terms and all applicable laws and regulations that govern your booking. The Privacy Policy, Legal Notice and Terms of Use are available on request and the Privacy Policy can be downloaded at <http://www.sportsworld.co.uk/privacy-policy>

You are given the ability to obtain information on transfers, hotels, apartments, and other accommodations and make reservations, subject to the acceptance of the Terms, in accordance to the prices, rates and conditions of cancellation set out in these Terms and as made available upon request at the moment of booking.

If you do not agree to be bound by the Terms, you must not proceed with your booking.

If you have any queries, please contact Sportsworld Accommodation Customer Services Centre at customerservicescentre@sportsworld.co.uk. The telephone numbers are given on the Sportsworld accommodation portfolio and in your Booking Voucher.

1. Modification of Accommodation portfolio and General Terms and Conditions

Sportsworld may modify the Terms at any time, and any such modification shall be effective immediately upon the posting of the modified Terms, your continued use of or access to the Sportsworld accommodation portfolio will be deemed to indicate your acceptance of the modified Terms.

Sportsworld may suspend access to this accommodation portfolio, due to maintenance works, security reasons or Act of God, with no obligation to reimburse or compensate you for the period during which access was suspended.

2. How to Book and Contract Service via the Sportsworld Accommodation Portfolio

You can make a booking via the Sportsworld accommodation portfolio by contacting the Sportsworld Accommodation Customer Services Centre.

During the procedure, you will be requested by Sportsworld to provide personal information such as and without limitation your name, surname telephone numbers, fax numbers, e-mail addresses, addresses of residences, signatures, ID or passport copies, credit/debit card details, personal preferences, disabilities, or any special dietary or religious requirements or any other personal information related to you or your group that may be relevant for the completion of your reservation.

By accepting the Terms, and pursuant to Directive 2000/31/EC on particular legal aspects of Information Society Services and Electronic Commerce, you consent and authorise Sportsworld to supply to and request from the contracted service providers any personal information relating to you and your group. Such information shall be treated in compliance with the Data Protection Act 1998 and European Directives 95/46EC and 2002/58EC, as well as any other such legislation that amends, substitutes, complements or elaborates the same, and will be used to process bookings and payments made at your request. Please ensure that all of the data provided is correct.

In addition, you will be asked to provide information necessary to carry out payment, which will have to be made by credit/debit card through a payment gateway specifically established for this purpose.

The person who fills in the Booking Form must be authorised to do so in the name of all the members of the group travelling together and must confirm that all members accept the booking Terms. Furthermore, this person shall be responsible for the total cost of the reservation, including cancellation or amendment charges, and shall inform the other members of the group of the confirmation details and all other pertinent details relating to the booking.

Following the booking of the accommodation, Sportsworld will confirm the booking by e-mail and subject to Sportsworld's receipt of full payment it will send a reservation Booking Voucher for you to print out and hand on arrival to the accommodation

provider from which you have contracted the accommodation services. For security reasons, Sportsworld may require the signed authorisation of the credit/debit card holder. Should Sportsworld fail to promptly receive this signed authorisation for any reason, Sportsworld will consider the booking invalid and will cancel the booking.

The request for signed authorisation is designed to protect the cardholder from possible misuse of the credit card used to make the booking with Sportsworld, and to verify that you are the cardholder.

3. Legal Age and Responsibility

You attest to being of legal age and have full legal capacity and sufficient authorisation to make bookings on behalf of yourself and all members of your group. To confirm the booking, you must have the consent of all persons named therein, as well as the authorisation of the parents or legal guardian of all persons under 18 years of age that are taking part in the booking. Upon carrying out the booking, you confirm that all persons named have accepted the Terms, and that you will assume responsibility for informing all persons named in the booking with regards to all relevant details and other pertinent details relating to the booking. Booking a reservation renders you responsible for all payment related to it.

You hereby warrant and guarantee that all the personal information provided in the process of reservation and registering for the service is correct. Likewise, you accept the financial responsibility for all transactions made in your name or via your bank account/credit/debit card.

4. Included in the Reservation

The basic accommodation cost includes the following:

- Any services as stated on your reservation Booking Voucher.
- All obligatory accommodation establishment service charges and taxes.

5. Not Included in the Reservation

The basic accommodation cost does not include, without limitation:

- All additional charges for rooms, meals or under-occupancy in accommodation that are not stated to be included in your Booking Voucher.
- Charges that accommodation providers may make for facilities such as and without limitation cots, parking, minibus services, sun beds, sauna, tennis courts and equipment, porters, etc.
- Deposits requested on arrival by some accommodation providers.

Children:

Child prices and other conditions relating to children are agreed upon with each accommodation provider and are not based on any one criterion; therefore, given that each accommodation provider applies its own special conditions and prices, we ask that you inquire about this point when making your booking. However, special prices and discounts usually apply for children sharing a room with two paying adults.

Regarding Accommodation Services:

COTS: Due to the limited stock of cots that the accommodation provider may have available, please advise us at the time of booking if you require a cot. If an additional cost is applicable, this might be paid by you direct to the accommodation provider.

Third Person:

The majority of establishments consider the booking of a third person as a reservation for an extra bed in the two-person room. This extra bed is provided at an extra cost included in the final price.

6. Payment Details

At the time of your booking, the full quoted amount will be deducted from your credit or debit card. Payment transactions are encrypted by a secure payment system called Pay Point.

This technically secure environment ensures that credit card details cannot be intercepted and are not revealed to anyone other than to financial institutions required to process payment instructions from the customer.

Our payment system currently accepts the following payment methods:

- Visa
- Visa Electron
- Master Card
- Amex

All credit card transactions incur an additional 2.5% processing fee to cover credit card company charges. Where applicable, these charges will automatically be added to your remittance.

In order to confirm the payment, a signed authorisation from the cardholder may be needed, as stated in paragraph 2 above.

For any queries that you may have, please contact Sportsworld Accommodation Customer Services Centre.

7. Modification or Cancellation of Accommodation Reservations

Modifications

You can contact the Accommodation Customer Services Centre regarding any modification.

Modifications including, but not limited to, an increase in number of nights or amendment of the personal booking details of a member of your group, within the timescale that modifications are permitted, will be subject to an administration fee of £10.00 or any other amount reasonable specified by Sportsworld from time to time, for every modification made. In some cases, amendment may imply the imposing of a cancellation fee by the accommodation provider. In these cases, there will be no administrative charge, only the cancellation fee applied by the Sportsworld accommodation provider shall apply.

All urgent modifications (bookings within 72 hours prior to arrival) and non-urgent modifications (bookings more than 72 hours before arrival) should be processed by telephone through Sportsworld Accommodation Customer Services Centre.

Cancellations

You may cancel your reservation at any time. During the booking process, you will be notified of the cancellation fees that apply to your reservation, as well as the period for them to be applicable.

Once your booking is confirmed, you accept all applicable costs regarding modifications and cancellations.

During the booking process, you will be informed of the various cancellation fees, in accordance with the required notification date for cancellations. Please note that cancellation deadlines are based on the time and date of the destination where your accommodation is booked, and not on the time and date of the country where the reservation was made. Cancellation charges are dependent upon the policy of the accommodation provider and can reach up to 100% of the total price.

If for exceptional reasons the cancellation cannot be made via the Accommodation Customer Services Centre, your letter of cancellation must be sent in writing to Sportsworld detailing the destination and reservation number. Sportsworld shall send acknowledgement of receipt and inform you of all the charges, if any, which may be applicable. You shall be responsible for obtaining such confirmation and/or acknowledgment of the cancellation of the reservation.

You must modify or cancel your booking through Sportsworld in all cases; you are not allowed to modify or cancel your booking directly through the accommodation provider.

If you decide to leave the accommodation before the reserved departure date, you shall still be obliged to pay the full amount of your original reservation and you shall not be entitled to a refund for any unused nights..

Reservations made via Sportsworld may be cancelled by either party without penalty in the event of Act of God, such as, without restriction, war, revolution, acts of terrorism, closure of borders, epidemics, catastrophes or other causes that seriously affect the place where the accommodation provider is located. Whether or not you receive a refund of amounts advanced for accommodation not taken up in the event of an Act of God will depend upon the policy of the accommodation provider.

In the event that Sportsworld, at its own discretion, considers that a booking has been made fraudulently using a certain credit/debit card, Sportsworld may cancel your booking.

IMPORTANT

- Throughout the year, some accommodation providers may change name or trading name, which shall not be construed as a change of accommodation or modification/amendment of the reservation.
- Any accommodation ratings and/or categories have been provided by the accommodation providers and are in accordance with local regulations applicable to each country. Therefore, accommodation in one country may not be similar in terms of services and quality to accommodation in another, despite stating that it is of the same category or rating. Sportsworld is not responsible for any such differences in the services and quality of the accommodation.
- Information regarding the accommodation provided by Sportsworld is properly updated according to the indications given by the accommodation provider. Sportsworld is not responsible for a lack of accuracy concerning information provided by its suppliers. If typographical errors on prices and booking conditions are detected, you will be contacted and informed about it. In that case, you will be able to cancel your booking without any cost, and no erroneous pricing will take effect.
- Sportsworld will advise you of any information supplied by the accommodation provider regarding the existence and duration of any refurbishment or renovation works within the accommodation. Sportsworld will not accept any claim from you regarding refurbishment or renovation work of which Sportsworld has not been advised or which extends beyond the planned date of conclusion.

Failure to Honour Booking (No Show)

If you do not show up at the accommodation on the arrival date stated on your Booking Voucher and a cancellation had not been previously made, neither you nor any member of your group will be entitled to a refund.

8. Before you travel

Sportsworld is not liable for damages or losses that may result from travel to any particular destination. It is your responsibility to be conveniently informed about the conditions and risks involved when travelling to certain destinations.

It is your responsibility to ensure you have the relevant travel and health documents before departure for the country you are visiting, which shall include, but is not limited to, any inoculations that may be required, ID documents, passport and visas. Sportsworld shall not be liable for any expense incurred resulting from your missing, incomplete or incorrect documentation or any non-compliance with requirements.

9. Insurance

You are strongly advised to contract adequate travel insurance prior to arriving at your destination, which should cover, amongst other things, personal losses and all medical and material costs in the event of an accident or illness during your trip.

10. Act of God

Sportsworld will not be liable for any changes or cancellations effected on your booking, or for any loss or damage suffered by you arising from any failure by the accommodation providers and/or Sportsworld to properly perform any of their respective obligations to you, if the non-performance is caused by events classified as an Act of God. By way of example, Act of God includes, but is not limited to, war, threat of or preparation for war or armed conflict, civil commotion or riots, nuclear, chemical or biological contamination, fire or explosion, labour disputes, strikes, industrial action or lockouts, marine or environmental disasters, power failure or reduction of power, revolutions, acts of terrorism, closure of borders, epidemics, natural catastrophes any law or government order, rule, regulation or direction, or action taken by a government or public authority, or other causes that seriously affect the accommodation provider and/or Sportsworld, as well as other unforeseeable causes beyond the accommodation provider's and/or Sportsworld's control.

11. Complaints related to the Accommodation

In the unlikely event that you have reason to complain or experience any problems with your accommodation, please inform the accommodation reception staff or management immediately, to enable them to take appropriate action. Should you not be satisfied with the solutions offered, please contact the Accommodation Customer Services Centre.

Sportsworld shall not be responsible for any damage or related matter to do with the actions, omissions or negligence on the part of any provider or third party.

12. Exemption Clause

Exemption of responsibility for accommodation services

Sportsworld acts as an independent intermediary in the contracting of accommodation and other services, and shall thus have no responsibility or liability in the event of death, injury, illness, damage, loss, accident, theft, delays or any other irregularity that may arise, whether directly or indirectly, from the accommodation provider's supply of services and which have been contracted under these Terms.

Sportsworld shall use reasonable endeavour to facilitate the acceptance of responsibility and compensation by the accommodation provider regarding any claims that end users may raise related to the services that have been provided under these Terms.

Sportsworld shall not be able to assist you with any claims against the accommodation provider that were not raised within the later of: (i) during the period of your stay at the accommodation or (ii) within thirty days of the date when the claim first accrued.

Liability

You agree to fully and promptly indemnify Sportsworld for and against any and all actions, complaints, proceedings, losses, costs, expenses and claims (including defence costs and accrued expenses) arising, directly or indirectly, from or in connection with your (including for the avoidance of doubt any member of your group for whom you made a reservation) breach of any of the clauses of these Terms; act or omission or violation of any legal or regulatory obligations; or any other cause which produces damages to the interests of Sportsworld.

You will be responsible for your conduct and that of your group, regarding unusual behaviour or vandalism. In this case, Sportsworld reserves the right to automatically cancel your booking without a compensation payment. To that same end, if the circumstances are as such, these Terms will also apply for the establishment in which the accommodation was booked.

You will be held liable for damages suffered by Sportsworld, the pertinent companies linked to TUI Travel PLC Group and/or third parties that may receive the consequences of any inaccuracy, lack of truthfulness, veracity, or lack of validity of any information submitted as well as any failure to comply with the aforementioned responsibilities.

The responsibility of Sportsworld, whether arising from a breach of the Terms, by any action or omission that harms legal and regulatory obligations, or any other cause, shall not exceed the total sum paid by you to Sportsworld for the accommodation services.

13. Assignment of Rights

Sportsworld reserves the right to assign in total or in part the obligation or rights of these Terms to any subsidiary, affiliate or holding company, group company or any subsidiary of its holding company.

You are not allowed to assign to any third party any obligation or right of these Terms, or any other agreement that completes them, without the prior express written authorisation of Sportsworld.

14. Legislation and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or the subject matter or formation (including non-contractual disputes or claims).

15. Notices

Notices served pursuant to these Terms shall only be valid if made in writing, in English and served personally on the other party or sent either by international courier or by facsimile to the parties' respective addresses set out below, or such address as notified by one party to the other from time to time in writing. Any such communication shall take effect if delivered, upon delivery; if posted, at 10.00 am on the fifth working day after posting; and if sent by facsimile, when a complete and legible copy of the communication has been received at the appropriate address provided that any such notice that is deemed to have been served after 5pm (local time of the recipient) on a day that is not a Business Day shall be deemed served at the start of the next Business Day.

The Customer: As detailed on the Booking Form

Sportsworld Group Ltd

Accommodation Team

Mimet House

First Floor

5A Praed Street

London W2 1NJ

United Kingdom

For the avoidance of any doubt, a failure to serve the copy notice as provided for above shall not invalidate proper service having been effected on the other party for the purposes of any provision of these Terms.

16. Other Provisions

These Terms contain some exclusions and limitations of liability. If any of these or any other conditions or part thereof is invalid or unenforceable, the remaining conditions will remain valid. Any invalid or unenforceable condition will be deemed superseded by a valid and applicable condition that conveys the same meaning.

You agree that your use of this accommodation portfolio will not imply any partnership, franchise, employment or agency relationship between you and Sportsworld.

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

The parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.

Reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument, or the like shall be deemed to include a reference to any amendment or re-enactment of the same and shall include all Codes of Guidance and any other supplemental circulars or guidance made or issued pursuant thereto.

Headings in the Contract Documents are for ease of reference only and shall not affect the construction of the Contract.

Unless expressed to the contrary words importing: (i) the singular include the plural and vice versa; and (ii) any gender includes the other gender.

Unless expressed to the contrary words importing a reference to: (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority; (ii) a person includes its legal personal representatives, successors and assigns; and (iii) a reference to a failure to observe or perform an obligation includes a breach of warranty or presentation.

The word "including" where used is deemed to be followed by the words "without limitation".