

#### **SPORTSWORLD TERMS & CONDITIONS**

# (1) Your Agreement with Sportsworld

Here we set out important information about what you agree to when you book a Package with Sportsworld.

We are Sportsworld Group Limited, trading as **Sportsworld**, company number 01663571. Our registered office is at 4th Floor Broadhurst House, 56 Oxford Street Manchester, England M1 6EU. You can find out more about us and our products on *our website*.

# (2) Protecting your money

- The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all rights applying to packages. We will be responsible for the proper performance of all the travel services included in the package. We provide full financial protection for our package holidays.
- 2. For flight-based holidays this is through our Air Travel Organiser's Licence number 2336 issued by the Civil Aviation Authority 11 West ferry Circus, London, E14 4HD www.caa.co.uk. When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- 3. If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the

Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

- 4. The price of any flight-inclusive holiday 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.
- 5. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA The Travel Association 30 Park Street London SE1 9EQ <u>abta.com</u>.

# (3) Paying for your Package

When you make your booking, you must pay the amount notified to you at the time of booking on your booking confirmation. Unless otherwise stated, there will be an interim payment due at 24 weeks before your departure date taking your paid balance up to 50% of the total per person value of the trip. The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit and interim payment. If you book less than 168 days before departure of your holiday 50% of your balance will be due at time of booking If you book less than 84 days before departure of your holiday full payment (less any payment which must be paid locally) must be made on booking.

You may also be required to pay for any non-transferable and non-refundable items, such as special air fares, tickets or entry permits and any other applicable supplements due, at the time of booking and they may be non-refundable in the event of cancellation.

You will be sent payment instructions to make your payment. Contact us at <u>customerservice@sportsworld.co.uk</u> if you need any further payment information.

Accepted credit cards are Visa and MasterCard, we do not accept American Express

## (4) Your Booking

When you book with us, you are accepting our Agreement on behalf of everyone on your booking. We will only deal with you, the lead name. The person making the booking (the

"lead name") must be 18 years old or over and when you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. We may transfer your booking to another company in our group, but this will have no effect on your holiday arrangements. When you make a booking, you must have the authority to accept our Agreement on behalf of each member of your party and the lead name is responsible in providing accurate personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

When we say 'Package or booking' here, we mean the whole Package that you have booked, for example, flight, hotel and transfer, ticket, hospitality where relevant.

When we say "you" and "your" we mean you, as the lead name, and each member of your party, depending on the context.

If you are booking a Package including tickets please note that in purchasing this you accept and are bound by (and must comply with) the Ticket Terms and Conditions. Any breach of the Ticket Terms and Conditions, including, for the avoidance of doubt, the prohibitions on resale, transfer, and commercial use, may result in the cancellation of the relevant Tickets. Furthermore, you are obliged to inform any guests or third parties of the Ticket Terms and Conditions and in accepting the Package from the Customer such guests or third parties formally accept and agree to be bound by (and to comply with) the Ticket Terms and Conditions.

You may be required to pay an additional local payment for your package, this will be communicated to you. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

Your personal safety is important to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip. This should include, but not be limited to, any special dietary requirements (including, for example, allergies) and any reduced mobility affecting you or members of your booking. Please contact us by email at <a href="mailto:bookings@sportsworld.co.uk">bookings@sportsworld.co.uk</a> to discuss any such requirements.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) or Advanced Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information to the airline between 6 months and 24 hours before departure.

Sportsworld will issue detailed tour documentation for your booking. This tour documentation and all the information contained therein will be deemed to be part of the contract. Tour documentation will be sent no later than 5 days prior to your travel date, unless otherwise communicated, providing all balances have been settled. Outline tour information is available from our website or via email from Sportsworld. Should there be a discrepancy between the information in the brochure and or website and the tour documentation, the information in the tour documentation supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

## Flight Notice, Flight Information and EU Blacklist

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 who are subject to an operating ban within the EU. The Community list is available for inspection at <a href="http://ec.europa.eu/transport/modes/air/safety/air-ban/index\_en.htm">http://ec.europa.eu/transport/modes/air/safety/air-ban/index\_en.htm</a>. In accordance with EU Regulations, we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of confirmation. Where we are only able to inform you of the likely carrier(s) at the time of confirmation, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight and acceptable items to be carried onboard.

#### **Your Booking- Accommodation**

Any accommodation we arrange for you must only be used by those people named on your Confirmation Email (or on the latest Amendment Email issued). A booked Apartment or Hotel room must be occupied by at least one person of the age of 18 or over. You are not allowed to, and if applicable you will procure that your clients will not, share the accommodation or let anyone else stay there.

## **Your Booking- Functions/Events/Hospitality**

If applicable for your tour, any event that we may arrange for you and which may form part of your tour must only be used by the number of people stated on your Confirmation Email (or on the latest Amendment Email issued). You are not allowed to, and if applicable you will procure that your clients will not, share the event venue or let anyone else use it. You are responsible for the cost of any damage caused to your event venue or its contents during your event. These charges must be met by you and may have to be paid locally. Sportsworld cannot be held responsible for your acts and omissions or the acts and omissions of your clients and their guests attending the hospitality event. You agree to fully indemnify Sportsworld and bear responsibility for any costs and expenses incurred as a result of your behaviour and the behaviour of your clients and their guests during the event period. You agree to, and if applicable you will procure that your clients and their guests will, comply with any applicable policies of the venue in respect of its use.

If you have booked hospitality such as Wimbledon, we will issue detailed hospitality event documentation for your booking. This event documentation and all the information contained therein will be deemed to be part of the contract. Event documentation will be sent approximately 1-2 weeks prior to your travel date, providing all balances have been settled. Outline event information is available from our website or by post from Sportsworld Group Ltd, Causeway House, 13 The Causeway, London, Teddington, TW11 0JR the website contains up-to-date information about the itinerary of your hospitality event. Should there be a discrepancy between the information in the brochure and or website and the event documentation, the information in the event documentation supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

## (5) Prices

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. Prices on our website are updated regularly. Itineraries shown for tours are indicative only and subject to change. Prices quoted on this website are in GBP pounds sterling. All prices include applicable taxes in accordance with the Tour Operators Margin Scheme. In the unlikely event of an administrative error leading

to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All bookings are provisional until confirmed in writing on your Booking Confirmation. Before you finalise a booking, we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested.

The price of your holiday will include Air Passenger Duty (APD) for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost.

When the price per person is dependent on the number of people in the accommodation and the number of people changes, the package price will be recalculated based on the new party size. Any increase in price is payable. This is not the cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new Booking Confirmation will be issued as appropriate on which the cancellation charge will be shown. Changes in transportation costs, including without limitation 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 20 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 together with an amount to cover agent's commission. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you may either accept a replacement tour from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one or you may cancel your booking and receive a full refund, except for any amendment charges. 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. We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc.). In these instances, we may issue a base tour

Booking Confirmation. However, a contract for arrangements that have not been confirmed on that Booking Confirmation will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Booking Confirmation is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Booking Confirmation is not correct tell us or your travel agent immediately.

## (6) Tickets & Excursions

If you purchase optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

All tickets to any event sold via Sportsworld are sold strictly subject to the event organisers own ticket terms and conditions (the "Event Ticket Terms and Conditions") (a copy of which can be obtained from Sportsworld on request) in addition to these terms and conditions.

For the avoidance of doubt, tickets sold by Sportsworld cannot be resold or transferred. As such you agree that you will not, and if applicable you will procure that your clients will not, re-sale or transfer any tickets to any event. Any ticket obtained or used in breach of the Event Ticket Terms and Conditions may be deemed void.

## (7) You must provide accurate information

You must ensure all information you give is correct. When you receive the booking confirmation, please check the details and inform us immediately if anything is incorrect. We will not accept liability if an airline or other supplier refuses boarding because a name shown is different to the persons passport. We will use the personal data you give us in line with *our Privacy Policy*. You must pass on any information we give you to everyone in your party.

# (8) You are responsible for ensuring that you comply with passport, visa and other immigration requirements

The name in your passport must match the name on your ticket, or you may not be able to travel and your insurance could be invalid. British citizens must hold a valid 10-year passport. British passport holders travelling to any EU and some non-EU countries require at least 6 months validity on their passport on the day of travel. Other nationalities should check with their own governments. It is also your responsibility to check whether you need

a visa to enter your destination country. . Some countries will only permit travel if you provide your advance passenger information (or API) to the airline before you travel. Requirements differ depending on your destination. You should check well ahead of your Package.

Whilst we are able to provide basic advice to you, or your clients, regarding passports and visa requirements, you should check with the appropriate embassy, consulate or the British Foreign and Commonwealth Office for the exact requirements for your chosen tour and date of travel, https://travelaware.campaign.gov.uk/. It is your responsibility to ensure that you have the correct passport, visas/entry documentation and health certification to gain access to any country/region included in your 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. In some cases, countries will refuse entry if you, or if applicable your clients, have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. You or if applicable your clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

#### (9) You must get suitable travel insurance for your Package

It is your responsibility to ensure that you and if applicable your clients are adequately insured. We strongly recommend that you and if applicable your clients take out insurance as your booking is confirmed, which should include cover against irrecoverable cancellations costs, cancellation or postponement of your tour, the cost of cancellation by you and assistance in the event of accident or illness (including Covid 19). You and if applicable your clients must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your tour. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you.

If you or if applicable your clients are a corporate client, you shall also, at your own expense, and if applicable you shall procure that your clients at their own expense, effect and maintain in force with respect to and for the duration of this contract public liability insurance with a limit of not less than GBP£10 million (ten million).

When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the UK Foreign, Commonwealth and Development Office (FCDO) and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit the government websites at: www.gov.uk/travelaware and www.gov.uk/foreign-traveladvice for your destination country.

#### (10) Health

You are responsible for checking any relevant COVID-19 government restrictions or requirements in the UK or the destination of your Package, and making sure that you comply. We will not be responsible for assisting nor for any losses you may incur if you fail to comply with such requirements.

We are able to advise on mandatory health requirements however, we are not medical experts. It is your responsibility to ensure that you or you procure that your clients obtain proper and detailed medical advice (including any medical/prescription restrictions) at least two months prior to travel and again within 14 days of travel.

For the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either you or if applicable your clients are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you and your clients for any cost, loss or damage which you or they may suffer nor will we refund the cost of any unused proportion of the travel arrangements. If you or anyone in your party has any existing medical problems, is pregnant and or has recently visited other countries you or you shall procure that they check requirements with their general practitioner.

If anyone in your party is affected by any condition, medical or otherwise, that might affect their or other people's enjoyment of the tour, you must advise us at the time of booking.

#### (11) Changing your booking

If you would like to make a change to your booking, contact us as soon as possible at <u>bookings@sportsworld.co.uk</u>. Changes can only be made at least 84 days before the date of your Package. We charge an admin fee of £50 for each change made to your booking. Changes to the departure date, or to a different Package, will be subject to availability and cannot be guaranteed. Any additional costs relating to supplier fees applicable with the change are payable by the customer. Changes within 84 days of your Package date will be treated as a cancellation – see Cancelling your booking below.

Some airline carriers and other transport providers treat name and departure detail changes, such as date and time changes, as a cancellation. Accordingly, you may have to pay for the cancelled ticket and be required to pay for the full cost of a new ticket.

All communications relating to this contract (in particular any requests to cancel or amend your booking) must be from the lead name in writing and in English and delivered by hand or email to your contact at Sportsworld

For the purposes of these terms and conditions "unavoidable and extraordinary circumstances" are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid and include, without limitation; war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster, fixture change and all similar events outside our or the concerned supplier's control.

#### (12) If we need to make a change or cancel to your booking

## (12a) If we change your booking.

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant 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 or higher standard, changes of carriers. Any implementation of social distancing and related measures by suppliers to comply with the local laws in their country of operation will be considered an insignificant change.

If we are forced by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your package you will have the rights set out below.

Whether a change is 'significant' depends on the nature of the event and may include: a significant change of destination; a change in accommodation to that of a lower standard; a change in hospitality venue to that of a lower category; a change in time of the scheduled departure or return flight by more than 12 hours (but not a flight delay); or a change of UK

departure airport (excluding changes between London airports, London, Ebbsfleet and Ashford stations and between Dover/Folkestone ports). A delay to your flight that we need to make within 24 hours before the scheduled departure will not be considered a major change unless the change is for more than 24 hours. These changes are only examples and there may be other significant changes which constitute major changes.

- 1. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- 2. If you choose to accept a refund we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances (as defined in 11 above).

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

## (12b) If we cancel your booking.

We reserve the right to cancel your booking. We will not cancel less than 2 weeks before your departure date, except for unavoidable and extraordinary circumstances (as defined in 11 above), or failure by you to pay the final balance, or because the minimum number required for the package to go ahead has not been reached. The minimum number required will be provided to you with the holiday description. The time limit for cancellation for such failure to reach minimum numbers shall not be later than:

20 days before the start of the package in case of trips lasting more than 6 days.

7 days before the start of the package in the case of trips lasting between 2 and 6 days.

48 hours before the start of the package in the case of trips lasting less than 2 days.

If your holiday is cancelled, you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in 11 above.).

Period before departure in which we notify you / Amount you will receive from us

More than 41 days. / Nil

Between 40 and 29 days / £10

Between 30 and 15 days / £20

Between 14 and 0 days / £30

This standard compensation payment will not affect your statutory or other legal rights. We will only make one compensation payment for each full-fare-paying adult in the booking. Any children not paying the full adult fare will receive a pro-rata amount of compensation. This table does not preclude you claiming more if you are legally entitled to do so.

We strongly recommend that you and if applicable your clients make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-chargeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you and if applicable your clients make such arrangements which you and/or if applicable your clients are then unable to use due to a change in your itinerary we shall not be liable to you or if applicable your clients for the cost of those arrangements.

## (13) Cancelling your booking

All packages are non-returnable and non-refundable from time of booking unless special conditions apply.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe and act in accordance with advice provided by the UK Foreign, Commonwealth & Development Office.

For the purposes of these terms and conditions "unavoidable and extraordinary circumstances" (as defined in 11)

#### (13a) Football Day Trip Cancellation

If you have booked a Football Day Trip on one of our packages where we have chartered a flight, and you wish to cancel the trip, Sportsworld will try to resell your package once the package has fully sold out. If successful, you will be charged a fee of £35.00 per person. If we are unable to sell the package, then normal cancellation terms will apply. Resale is at the customer's risk and cannot be guaranteed under any circumstances.

#### (14) Sportsworld's Liability, Conditions of Carriage and Limitations

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with these booking conditions, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to

- (i) you or another member of your party; and/or
- (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; and/or
- (iii) unavoidable and extraordinary circumstances (as defined in section 11); and/or
- (iv) If you or another member of your party is found to have put themselves at risk, been negligent, been under the influence of alcohol or any other substances or behaved in a reckless manner; and/or
- (v) The criminal acts of suppliers and/or their employees, sub-contractors or agents

  Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the following:

You agree that any transport company's (or other supplier's) own 'Conditions of Carriage' will apply to you on any journey by road, rail, sea or air. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your holiday to provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request. We will tell you the identity of the air carrier when you book with us and if it is not known at that time or subsequently changes, we will inform you as soon as possible and no later than at check-in for your flight; and

Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage.

We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from our offices by contacting the Head of Events at Sportsworld, Causeway House, 13 The Causeway, Teddington, TW11 0JR. Under UK law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at UK and EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

When considering whether the cancellation or long delay is due to extraordinary circumstances, each case would need to be considered on its own merits and the relevant facts, taking into account whether the disruption could not have been avoided even if all reasonable measures had been taken. The following circumstances would be viewed as extraordinary circumstances and therefore any fixed sum compensation would not be payable:

Where the Government advises against all travel, or all but essential travel, to a destination; or

For cancellations or long delays impacted by Covid-19 in other circumstances that are not inherent in the operation of the airline and beyond its control.

If you are booked on a package that includes a charter flight to an event, such as a Football Day Trip, Sportsworld have the write to delay the return flight and will not pay compensation if the delay is due to and not limited to; traffic, the event running overtime, crowd control delays.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday

Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than

those which would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.

## (15) Disruptive behaviour

Whilst on our tours, it is necessary that you, your clients and their guests abide by the authority of the Sportsworld staff and representatives. When you book a tour through us, you accept responsibility for the proper conduct of all members of your party (including without limitation your clients and their guests) during the tour.

We, any of our suppliers or the airline, can refuse to deal with you or allow you to start or finish your Package if your behaviour is in our reasonable opinion deemed disruptive. This means that you could be stopped from boarding a flight, removed from your accommodation, or we may terminate your agreement without further liability to you. Disruptive behaviour includes being threatening or abusive, being under the influence of alcohol or other drugs, damaging property, upsetting, annoying, or disturbing any other traveller, staff or agents, or putting any one in danger. If you are disruptive, you will be responsible for any damages and costs arising as a result of your behaviour. This can include cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

If you are disruptive and prevented from boarding your outbound flight in the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas, then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur.

In any of these circumstances no refunds or compensation will be paid to you.

#### (16) ABTA

We are a Member of ABTA, membership number Y6768. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to <a href="https://www.abta.com/help-and-complaints/customer-support/register-a-complaint">https://www.abta.com/help-and-complaints/customer-support/register-a-complaint</a> to use ABTA's simple procedure or contact ABTA at 30 Park Street London SE1 9EQ.

## (17) Complaints

If you or if applicable your clients have a complaint about your tour whilst away, you must immediately notify a Sportsworld representative and the relevant supplier of the service in question locally. If they are unable to resolve the problem immediately, or a Sportsworld representative is not available, you should contact Sportsworld straight away by telephone/e-mail and Sportsworld will endeavour to assist. If you are not happy with their action in response, please follow this up within 28 (twenty eight) days of your return home by writing to us at <a href="mailto:bookings@sportsworld.co.uk">bookings@sportsworld.co.uk</a> or Sportsworld, Causeway House, 13 The Causeway, Teddington, TW11 OJR, giving your booking reference and all relevant information. We will acknowledge your written notification within 7 (seven) days and aim to provide a full response within 28 (twenty-eight) days.

#### (18) Data Protection

Sportsworld Limited's Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf. We will use and process your data inaccordance with our privacy policy. This quick guide provides a brief summary of our data practices, but more details can be found in our Data Protection Commitment

#### (19) Additional Assistance and requirements

Under European law, if you are disabled or have difficulty moving around, you can receive assistance when you fly. This free service is available to anyone with mobility problems, for example, because of their disability, age or a temporary injury. To take full advantage of the service you need to pre-book 48 hours in advance of your flight. You can book assistance and find out more via telephone on: +44 (0)203 314 8255.

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

We will consider special requests such as vegetarian meals when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing.

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in the brochure.

No unaccompanied minors (those under 18 (eighteen) years of age) can be accepted however minors aged between 6 -17 (six – seventeen) years old can be accepted provided they are accompanied by a parent or guardian who accepts full responsibility for them. The minimum age for children on tours is 6 (six) years old, unless otherwise communicated and agreed.

If you or anyone on the booking has specific access requirements, for example wheelchair access, please let us know at the time of enquiry and we will endeavour to accommodate your request if possible.

## (20) Law and Jurisdiction

This Agreement is governed by English law: wherever you live, you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

These terms and conditions are drafted in English. If these terms and conditions are translated into another language, the English language text shall prevail.