

FOX SPORTS TRAVEL LTD - TERMS AND CONDITIONS

The terms and conditions noted within this document, combined with any documentation issued by Fox Sports Travel Ltd, set out the basis of the contract between you and us. It is therefore important these are read prior in full prior to a booking being made. It is deemed that you enter into a contract with Fox Sports Travel Ltd at the time you either a) pay a deposit or b) return a completed and signed booking form. When you have made a booking with us, you guarantee that you have the authority to accept and do accept, on behalf of your group the terms of these booking conditions and other information set out in our literature. Your contract will be with Fox Sports Travel Ltd.

1. Registered Address / Trading Name

Our company's registered address is Unit 2, The Old Airfield, Moreton Valance, Gloucester, GL2 7NG. We are registered under the name Fox Sports Travel Limited and trade under the same name. Our company number is 14313810

2. Your Reservation

All bookings are made and accepted subject to the terms set out in these conditions. Your booking will be deemed as confirmed at the time we receive either a) a deposit or b) a completed and signed booking form. It will be at this point that a contract is made between us incorporating these conditions. Please note that all deposits paid are non-refundable.

3. Prices

The price of your tour is subject to surcharges if increases occur in our accommodation suppliers rates, transportation costs (including fuel), taxes (such as a change in the VAT rate), or fees chargeable for services such as landing taxes, at airports and exchange rates or other factors that have bearing on our costs. In the case of all increases and surcharges we will endeavour to advise you as soon as possible and we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of 2% will be surcharged and we will forward an amendment invoice reflecting any changes made. However, if the surcharge means paying more than 10% extra on the holiday price you will be entitled to cancel your holiday with a full refund of all monies paid except for any monies paid to us in respect of insurance premiums and amendment charges. If you do decide to cancel because of this you must do so within 14 days of the date of issue of the amendment invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday 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.

3. If We Change Your Tour

We plan the arrangements for tours many months in advance and although it is unlikely that we will have to make any changes to your confirmed arrangements, this can happen, and we reserve the right to make such changes at any time. Most changes are of a minor nature and in the event of a minor change, we will endeavour to inform you as soon as possible before departure, but will not be obliged to do so or to pay you any compensation. Sometimes, major changes are necessary to your flight or accommodation. A major change is one of the following:

- (a) A change of your time of departure by more than 12 hours,
- (b) A change of resort area, or
- (c) A change of accommodation where the new accommodation is of a lower classification.
- (d) A change of airport (but not if the alternative airport is within a reasonable distance of the original one i.e. changing your departure airport from Gatwick to Heathrow).

If we have to make a major change to your tour you have the choice to;

- (a) Accept the changed arrangement; or
- (b) Purchase another tour from us if one is available; or
- (c) Cancel your tour and obtain a full refund.

The options noted above will not apply if the changes are caused by circumstances beyond the companies control, such as fixture cancellations, decisions made by sporting bodies and this would not be seen as a major change.

In addition, in appropriate cases, we will pay compensation of an amount which is reasonable taking into account all of the circumstances. We will not consider it appropriate to award compensation if, for example, we are forced to make a major change for reasons of force majeure. Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers, world health organisation or foreign office advice, closure or congestion of airports or ports, or other similar events beyond our control.

You should note that flight timings and carriers are for guidance only, and are subject to change, for example as a result of airline procedures, late check-ins, or other circumstances beyond our control. The final details will be confirmed on your tickets, which should be checked when you receive them. We will not be liable to pay compensation for any flight delays, as these are covered by insurance and clients are urged to insure against cancellation.

Where, after departure, a significant proportion of the services forming part of your tour are not or cannot be provided, you will have the choice of returning to your point of departure and receiving a pro-rata refund for the cost of the remainder of your holiday, or accepting alternative arrangements. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances.

Force Majeure

For clarification, the options noted above do not apply if the changes are caused by circumstances beyond our control i.e. Force Majeure. Force Majeure means unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor the suppliers of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activities, industrial disputes, natural disasters, pandemics and epidemics fire or adverse weather, fixture or festival cancellation, decisions or travel restrictions including those from sporting bodies and all similar events beyond our control.

4. If We Cancel Your Tour

- 4.1 We reserve the right, in any circumstance, to cancel your tour. We reserve the right to cancel your tour in any circumstance, without reason, if it is more than 4 weeks from the scheduled departure.
- 4.2 We will not cancel less than 10 weeks before the scheduled departure date, unless for the reasons as detailed in Condition 3 (Changes to your Holiday) and Condition 7 (Booking & Payment).
- 4.3 If we cancel your tour in accordance with clause 4.1 of this agreement we will return to you all monies paid, or offer you an alternative holiday of comparable standard. Upon offering you these options we will have no further liability to you.
- 4.4 If we do cancel your holiday, and the cancellation is for the reasons set out in Condition 3 (excluding Force Majeure), we will return to you all monies paid, or offer you an alternative holiday of comparable standard. Upon offering you these options we will have no further liability to you.
- 4.5 If you fail to make payment on time, and we cancel your holiday for the reason set out in Condition 7, we will not return any deposit or monies paid. Upon cancellation we will have no further liability to you.

5. Our Liability to You

We promise to make sure that all parts of the holiday/tour we have agreed to arrange as part of our contract are provided to a reasonable standard and in accordance with that contract. We also accept responsibility for what our employees, agents and suppliers do or do not do. However please note that we will not be liable for injury, illness, death or consequent losses suffered by you or any member of your party unless you are able to prove that such injury, illness, death or consequent losses was caused by a lack of reasonable care and skill on the part of ourselves or our suppliers. And in all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:-

- (a) the fault of the person(s) affected or any member(s) of their party or;
- (b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or;
- (c) an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see force majeure)
- (d) the fault of anyone who was not carrying out work for us (generally or in particular) at the time.

Fox Sports Travel Ltd cannot assume responsibility for your group members during your tour and as such ensuring acceptable conduct and general safety whilst carrying out the tour is the responsibility of the group

leaders/teachers that travel with the group. Teachers / tour organisers are also responsible as part of their procedure for the school / club sanctioning of a sports tour, for evaluating, assessing and ensuring the safeguarding of the pupils they have agreed to take part in the tour.

In addition, we will not be responsible (i) where you do not enjoy your holiday or suffer any problems due to something about which you did not tell us when you booked your holiday/tour and where the problems you suffered did not result from any breach of our contract or other fault of ourselves, our suppliers or agents (ii) where any losses, expenses, costs or other sum which you have suffered relate to any business. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or literature, and we have not agreed to arrange them.

6. Complaints

We do try to ensure that your tour with us is as enjoyable as possible, but things do go wrong. If they do, the following is the procedure to be followed: -

During your tour: It is important that you immediately inform your Fox Sports Travel Ltd who will try to put things right quickly. This should be done by calling our emergency support line (the number will be provided with your tour information pack, or by emailing enquiries@foxsportstravel.co.uk. If your complaint cannot be resolved during your tour, you should contact us through the above email address within 28 days of your return home, providing your booking reference and giving all relevant details of your complaint.

All complaints must be made by the tour lead.

7. Booking, Payment and Insurance

Your reservation will be made definite upon receipt of your deposit or completed and signed booking form. Any tour proposal offered is subject to availability until we receive your deposit, unless otherwise stated. When booking your tour with Fox Sports, you accept that all members of your group need to be adequately insured and you can provide proof of this at least 8 weeks prior to your departure. Failure to do so will mean you have breached the conditions of the booking and your tour can be cancelled as set out under section 9 of this contract. The full balance of all flight tours must be received by us at least 10 weeks before the departure date. Non-flight based tours may vary and deadline dates will be noted on your tour confirmation documentation. If payment is not made in accordance with the above conditions together with any interim payment deadlines, your booking may be cancelled, and charges set out below will be payable. If an interim payment is required, we will advise this in your tour confirmation documentation.

8. Changes by You

If you change your booking you must confirm in writing the alterations you require. We will do our utmost to assist you with these changes, but Fox Sports Travel Ltd cannot be held responsible if these changes are not possible. Any changes that incur additional charges, set as airline name change fees, amendment of travel dates that affect accommodation rates, will be passed onto you as the client. We reserve the right to charge an administration fee in addition to fees charged by suppliers, which fairly reflects the additional work carried out. These fees will be advised prior to any changes being made and you will only be able to accept these by of £50 per name change if advised more than 42 days before departure or £75 if within 42 days of departure. Any other changes that you make to your booking will incur an administration fee of £50 per change. The administration fee that we charge is in addition to any charges levied by ground operators, hotels or airlines. If you are booked on a group tour, you obtain the advantages of travelling as part of that group and you will be expected to travel outbound and inbound with the group, however, we may be able to offer some flexibility subject to availability. To cover the extra administration incurred, we will levy a charge of £50 per individual request together with additional airfares or charges levied on us by the airlines and other suppliers of services. It should also be noted that a reduction or increase in the numbers traveling in the group from those originally booked, may have an effect on the overall price per person i.e. your price per person may be increased as your tour price will be re-calculated for the new party size e.g. to take into account apartment under occupancy etc. The price of your new travel arrangements will be based on the prices that apply on the day you ask for the change. These prices may not be the same as when you first booked your tour. If you are prevented from travelling on the tour, you may transfer your booking to another person provided they meet all the requirements relating to that holiday. A transfer from one person to another is also dependent on the availability of tickets; permits and other travel arrangement, as some of these are regulated by local law and are not transferable from one person to another. A transfer fee of £50 is payable, and additional costs such as airline tickets may also be payable. Your price may vary if the contents of the tour change from the original, e.g. the numbers travelling, number of nights hotel accommodation etc.

9. Cancellation Charges

If you cancel your booking, advise us that you will be no longer travelling on the booked departure date or fail to take out adequate insurance, land and air cancellation fees will apply. Notification of cancellation must be made to us by letter or email. The date when written confirmation of cancellation is received by us will determine the charges applicable. Cancellation charges will be calculated as set out in the table below and will be notified to you by invoice within 2 weeks of cancellation.

Period before departure date in which you notify us	Cancellation charge expressed as a % of total tour cost
More than 84 days	Deposit and all interim payments plus any non-refundable and non-transferable costs (i.e., airline name change fees).
84-56 days	50% plus any non-refundable and non-transferable costs (i.e., airline name change fees).
55 – 29 days	75% plus any non-refundable and non-transferable costs (i.e., airline name change fees).
28 – 0 days	100%

If one or more members of your party cancel, this may mean that the holiday price of the remaining members may be increased to reflect this.

Any additional costs incurred by us as a result of your cancellation must be met by you.

10. Sports Fixtures & Events

We take all possible steps to ensure all agreed Sports Fixtures or Events such as tournaments take place. On occasions, due to circumstances beyond our control a match, festival or tournament may not take place and it is a condition of this contract that Fox Sports Travel Ltd cannot be held liable for this. In addition, we can't be responsible for changes or decisions made by sporting bodies such as the RFU, FA etc. We would also stress that the dates of games, kick off times and opposition shown on any proposed itineraries can change due to fixture commitments of the host clubs and we cannot be held liable for changes of this nature.

The acquisition of any Permission that you are required to obtain (such as permission from your constituent body to allow you to travel or play tour fixtures) is your responsibility. Refunds will not be possible should you not be able to obtain the permissions that you require.

11. Special Requests

Should you have any special requests (i.e. a disabled members of your party requiring special assistance) you must notify us of these at the time of booking. We will inform the relevant supplier but regret that we cannot guarantee that these requests will be met.

12. Passports, Visas and Health Requirements

Various visa, health requirements and vaccinations may be applicable to the country you are visiting and it is the responsibility of the client to arrange and monitor all the necessary documentation. Fox Sports Travel Ltd will not be liable for failure to arrange any of these requirements.

13. Room Occupancy

All proposals and quotes provided by Fox Sports Travel will stipulate the room sizes, for example twin occupancy. In the case where under occupancy occurs, your tour cost will be subject to surcharges where applicable.

14. Costs and Group Size

The costs we provide will always be based on a per person cost and each price will be determined by a minimum number of people in the group booking. Our details will always set out these details. The cost per person will be determined by the number of people who book from the outset. If members of your group subsequently cancel, the cost will be recalculated based on the new total number traveling.

15. Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address and any special requirements. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to relevant suppliers of your travel arrangements such as airlines, hotels and transport companies. The information may also be provided to security or credit checking agencies, public authorities such as immigration if required by them or as required by law. Additionally, where your holiday is outside the European Economic Area, controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however pass any information onto any person not responsible for part of your travel arrangements. This applies to sensitive information that you give us such as details of any disabilities/religious requirements. In making this booking you consent to this information being passed on to the relevant person(s). We will confirm the details we hold about you on request.

16. Marketing

We will not share any information with third parties, but we would like to hold your information, where collected by us for our own future marketing purposes. If you do not wish to receive such information in the future please inform us as soon as possible.

17. Jurisdiction

Each party to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy, or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the English courts.