



## **FTI Sports Tours Ltd Terms and Conditions 'The Terms'**

### **The Tour Contract**

Your contract will be with FTI Sports Tours Ltd.

Once you have decided to accept a tour with FTI Sports Tours Ltd a copy of the 'terms' and a booking form will be sent to your tour manager who must be over the age of 18 to fill in and return the booking form. Once we receive a signed copy of the booking form you and your team will have officially entered into a contract and will have accepted the 'terms' of FTI Sports Tours Ltd.

The booking form returned by you is an offer for us to accept our quote and if by the time you book your tour the price or availability has changed from the original quote, we have the right to reject the quote and issue a new one. Please ensure the information you provide on the booking form is accurate, FTI Sports Tours cannot be held responsible for inaccurate details. Any changes you wish to make to your tour must be done so in writing within 4 weeks of the departure date.

### **Payment**

We will not make any reservations to your tour until we receive the booking form and the deposit amount stated in the final quote.

Any further payments must be made in accordance with the timescale laid down in the estimate quote and final payment must be paid no later than 10 weeks prior to the tour unless otherwise agreed in writing by FTI Sports Tours Ltd. We reserve the right to charge interest of 3% above base rate for any delayed payments.

If payment is not received 10 weeks prior to the tour or a date agreed by FTI Sports Tours a member of the team will contact you to try and resolve the issue to avoid cancellation. However, if the final payment issue is not resolved between the client and FTI Sports Tours, FTI Sports Tours can assume that the tour is cancelled and that the

cancellation charges set out in these conditions apply.

If you are paying for a ticketed event such as a football match, fun park or theatre show, payment will be requested upfront. Payment for your tour can be made by cash, cheque or bank transfer.

If you decide to add any new members to the touring group less than 10 weeks before the tour commences, that member must be paid for in full and have full insurance at the time of application. We always try our best to accommodate the addition of new members to the tour, we cannot however guarantee it.

### **Client Financial Security**

FTI Sports Tours complies with the governments travel regulations and EC package directives in accordance with the "Package Travel, Package Tours Regulations 1992". FTI Sports Tours hold all monies paid by you in a client protected trust account. This money is only used to pay for the costs of your tour and it covers curtailment or cancellation of the groups travel arrangements due to the insolvency of FTI Sports Tours

### **Travel and Medical Insurance**

For your own security FTI Sports Tours requires that you take out full travel and medical insurance for your tour. The policy can be taken out by each individual tour member or as a group insurance policy. Please ensure that if you do have your own insurance that is up to date and covers your sport and full duration of your tour.

This insurance is especially important when booking your own flights as FTI Sports Tours cannot be responsible for flight delays and cancellations. In the event of a delay due to mechanical failure of transport contracted through FTI Sports Tours, we will try to arrange with our supplier alternative transportation, however if this is not possible or you are delayed for other unforeseen or unavoidable circumstances then please follow the procedures set out by your travel insurance policy.

## **EHIC European Health Insurance Card (E 111)**

If you are a European travelling with FTI Sports Tours it is your responsibility to ensure that all members of your touring group obtain a European Health Insurance Card.

## **Prices and Surcharges**

FTI Sports Tours are not at any time obligated to provide a breakdown of individual costs of the services being provided. Any prices quoted on the website or to you directly are correct at the time of publication. FTI Sports Tours has the right to change prices due to the increase of costs of the products or services they supply including but not limited to changes in government levies/taxes and fluctuations in exchange rates. We will however, absorb up to 2% of any increase in the cost of a tour and will not impose surcharges up to 2 weeks before the date of departure. If the increase of costs is above 10% you can either accept the changes or you will be entitled to cancel the tour with a full 100% refund, except for any costs paid for insurance premiums, entrance tickets your team may have purchased in advance e.g. to watch Barcelona FC play and any costs incurred by FTI Sports Tours. Should you wish to make this cancellation it must be done so within 14 days of the date of the revised invoice.

## **Cancellation Charges**

Cancellations must be made in writing and sent recorded delivery or by email to the FTI Sports Tours office in Leeds. If the cancellation is made in writing and sent by email it is your responsibility as tour organiser to check that the cancellation has been received by FTI Sports Tours this is best done by phoning and confirming cancellation with a member of staff at the FTI Sports Tours office. A cancellation is not effective until we have it in writing. Charges will apply from the date of receipt of cancellation.

Period before departure

+42 days = Deposit

30 - 41 days = 50% of total balance

14 – 29 days = 75% of total balance

Under 14 days = 100% of total balance

If you decide to cancel and the cost of the cancellation is greater than the sums already paid to us we will send you an invoice for the outstanding costs and payment will be due within 14 days of the date of the invoice. We reserve the right to charge interest thereafter.

## **Changes made by you**

Any changes you make to your tour must be made no later than 4 weeks before the tour unless otherwise agreed in writing by FTI Sports Tours. If we accept the changes an administration fee will be charged. If the changes are major, such as a change of resort destination, travel dates or a significant change in the number of people touring, FTI Sports Tours have the right to apply cancellation charges. FTI Sports Tours cannot guarantee that any required changes will be made.

## **Changes made by us**

Although infrequent FTI Sports Tours reserves the right to make any changes where necessary to the tour. If the changes are major such as a change of destination resort you have the option to agree to the changes which we always aim to be of equal or superior quality, or if you do not accept the changes, you have the right to a full refund minus any costs to us, such as and not limited to, prepaid event tickets and administration costs. If you accept the changes and the overall costs are cheaper we will refund the difference. We reserve the right to cancel a booking where a deliberate false statement has been made by you. We also have the right to cancel the tour if persons other than those that are registered on the tour are found to occupy the transport or accommodation whilst on tour.

### **Tour organiser's responsibilities •**

To ensure that all members of your touring party have the correct documentation including passports, Visa's (if required) EHIC (E111 equivalent) plus any insurance documentation. We recommend that you allow around 10 weeks to obtain all these documents. • Complete the booking form on behalf of the group. • Make deposit and final payment on time. • To inform FTI Sports Tours at the time of booking if any members of your group have any special requirements such as a disability or dietary requirements. Anyone in the group who is unsure of their fitness to travel should consult their doctor for advice. • To keep the touring group well informed of the tour and any changes made. • Arrive promptly for transfers, fixtures, events etc. • To ensure that you and your group adhere to local laws and the regulations of FTI Sports Tours.

### **Behaviour**

On signing and returning the booking form, the tour organiser is accepting responsibility for themselves and the other tour members' behaviour whilst on tour. If any behaviour of the group is deemed unacceptable Football Tours International reserves the right to terminate the tour without refund. FTI Sports Tours also reserves the right to recover any costs from the touring team due to damage or loss to FTI Sports Tours or our suppliers.

### **Our liabilities**

FTI Sports Tours cost liability is limited only to the amount paid to us by the customer.

FTI Sports Tours does not accept liability for death or bodily injury to you or any member of the touring group, unless it is caused by the neglect and/or omissions of an employee of FTI Sports Tours or our suppliers or agents carried out during the course of their duties.

We cannot accept liability for unforeseen circumstances beyond the control of the company or its staff members including flight delays, flight cancellations, inclement weather or natural

disasters or force majeure, such as but not limited to, a war, strike, riot, crime, or "act of God".

However, if an unforeseen event does occur, there will always be a member of staff available 24 hours a day for advice or assistance during the tour.

### **Sports Fixtures and Tournaments**

FTI Sports Tours through its network of contacts makes every effort to match the standard and requirements of your team with those of the team opposition, however, this cannot be guaranteed. The fixture we organise can be against local clubs and or other visiting touring teams.

The following conditions apply to fixture arrangements:

1) When you request a fixture we will need you to provide a full list of the names and the years of birth for all the players on tour. This list must be received within 12 weeks of the fixture date. If you do not send this list within the 12 weeks and we are therefore unable to book your fixture for you, you will not be entitled to any form of fixture or tour refund.

2) FTI Sports Tours cannot be held liable for the cancellation of matches due to unforeseen circumstances, such as poor weather conditions, league commitments or any other unforeseen factor. Should a fixture be cancelled before your tour commences we will inform you and we will do our utmost to find another suitable fixture.

3) We have the right to change fixtures at any point e.g. venue, opponent the time or date of play. This is not a cancellation related to those listed below (no.4) and you have the choice to either accept the changes or cancel the fixture booking without refund.

4) Once the group has arrived on tour, cancellations may be made for, but may not be limited to the following reasons:

A) Inclement weather – if cancelled by the referee, home team coach or local authority:

In the case of cancellation due to inclement weather we will refund 25% of the amount paid for the cancelled fixture minus any costs incurred by FTI Sports Tours.

B) Unfit pitch conditions – if cancelled by the referee, home team coach or local authority:

In the case of cancellation due to pitch conditions we will refund 50% of the fixture costs minus any outstanding costs incurred by FTI Sports Tours.

C) Any given reason – if cancelled by the touring team:

If the visiting team cancel a fixture for any reason, the team is not entitled to a refund.

D) An outstanding payment due to us – if cancelled by FTI Sports Tours:

If FTI Sports Tours is waiting on an unpaid payment from the touring team we have the right to cancel fixtures with no refund.

E) Any reason given apart from weather conditions/unfit pitch conditions – if cancelled by the local hosting team:

In the case of a fixture being cancelled by the hosting team for reasons other than that of weather or unfit pitch conditions a full fixture refund will be given less our costs.

5) As part of our 'terms' all tournaments are regarded as fixtures. Our tournaments require a minimum participation of 3 teams. If there are less than 3 teams you have the following options. To convert to a tour playing fixtures against other local or visiting teams or to cancel the booking with a full refund minus costs already incurred by us.

6) As a matter of league policy we recommend you contact the appropriate sporting body to confirm that your fixtures are approved. On arrival please ensure that your group follow the rules and regulations stipulated by local clubs or Tournament Organisers. FTI Sports Tours cannot be held responsible for the failure of your team to follow these regulations.

### **Sub contractor's conditions**

We do not own the accommodation, transport and the sporting facilities provided on your tour; therefore, all contracts that are made on your behalf are subject to sub-contractor conditions.

On rare occasions the hotel may require a deposit on arrival to cover any potential damages made during your stay. This is an arrangement between you, the tour organiser and the hotel as we do not have control over these sub-contractor conditions. However, we try to work with suppliers who understand the nature of our business and do not generally require damage deposits.

Whilst we do what is in our power to ensure that the hotels, facilities and sub-contractor services are of a certain standard, FTI Sports Tours cannot guarantee or be held responsible if these standards are not met by our sub-contractors.

If an accident does occur during your stay we are available to assist you. We would also appreciate it, if a report of the incident is sent to us in writing within 7 days of the end of the tour. Even if you do not intend to make an insurance claim, we wish to know, so that we can continue to monitor the safety standards of the services offered to our clients.

### **Complaints**

FTI Sports Tours are keen to exceed your tour expectations. However, should you wish to make a complaint, please send it to us in writing within 2 weeks of completing the tour. We will respond to your complaint within 31 days of your tour. We would like to avoid disappointment and complaints and we suggest that if there is a problem whilst on tour to call us and try and resolve it with the help of your tour organiser. If there is a problem with one of the suppliers we also recommend that you bring it to their attention e.g. the hotel manager.

## **Data Protection Policy**

In order to process your booking and ensure that your travel arrangements are correct and run smoothly we need to use the personal information that you provide to us. We will take responsibility for ensuring that proper security measures are in place to protect your information. However, we may have to pass on certain information to our sub-contractors in the interest of your particular tour. We may also use your information for security or credit checks, or give it to public authorities such as customs or immigration if required. We will not pass on your information to anyone who is not involved in the organisation of your tour including dietary or disability information. FTI Sports Tours are the data holders of your personal details and on request you are entitled to see a copy of the information held by us.

## **Governing law clause**

Our 'terms' are governed by the law of England and Wales. Therefore, all contracts given by FTI Sports Tours are governed by English law whereby English courts have jurisdiction.

## **Severance clause**

Should any part or provision of these 'terms' be held unenforceable or in conflict with the applicable English law, the validity of the remaining parts of the 'terms' shall thereby not be affected.

## **Brochure, website and advertising material**

The information contained in our website and other advertising material is believed to be correct to the best of our knowledge at the time of printing and publication. However, errors can occur and information can subsequently change. Therefore, you must ensure that you check any details including price with us at the time of your booking.

## **Event publicity**

By confirming your booking with Football Tours International, you consent on behalf of your group to be filmed or photographed whilst at the event. You hereby waive any and all rights of publicity or privacy and grant FTI Sports Tours the full and complete permission to utilise and exploit your appearance at our events, tours or tournaments in any and all manner and media throughout the world. You also grant us permission to use or refuse any photographs or footage in which you appear and that if we do use the photographs or footage, they are able to be edited by us at FTI Sports Tours.