

## BOOKING TERMS AND CONDITIONS

YOUR CONTRACT IS WITH COMPLETE SPORTS SOLUTIONS LIMITED, a member of ABTA. Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you the parties.

Please Note: Adequate and valid travel insurance is compulsory for all bookings made with complete sports solutions Ltd and it is a condition of us accepting your booking that you will have obtained adequate and valid travel insurance for your tour by the date of departure.

### YOUR SPORT TOUR CONTRACT

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. A contract will exist as soon as the Service Level Agreement has been signed or when a deposit payment has been received, whichever is the earlier. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

### BACKGROUND

A. The Customer is of the opinion that the service provider Complete Sports Solutions Ltd has the necessary qualifications, experience and abilities to provide services required.

B. The Service provider Complete Sports Solutions Ltd is agreeable to providing such services to the customer on the terms and conditions set out in this Agreement.

C. The person who signs the Service Level Agreement form is the lead name. He or She must be 18 years of age or over and is responsible for payment of the total booking price, including any subsequent cancellation or amendment charges that may be payable. He or She agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions.

D. Your responsibility: It is the responsibility of the passengers to ensure, for the travel to be undertaken, they have valid acceptable passports (if applicable) any required visa, and any other documentation where asked for such as Advance Passenger Information. Please also note a valid passport is essential, although your Passport has been issued for 10 years for an Adult and 5 years for Children, a minimum of 6 months validity remaining is required.

### YOUR FINANCIAL PROTECTION We provide full financial protection for our package tours.

For flight-based tours this is through our Air Travel Organisers Licence number 7417. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money paid to us for an advanced booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

You will be supplied with an ATOL Certificate – please see [www.caa.co.uk/ATOLCertificate](http://www.caa.co.uk/ATOLCertificate) for more details. When you buy an ATOL protected flight or flight inclusive holiday 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, or the suppliers identified on your ATOL Certificate, will provide you with the Services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are 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).

If we, or the suppliers identified on your ATOL certificate, 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.

Many of the flights and flight-inclusive holidays are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed. Please ask us to confirm what protection may apply to your booking.

When you buy a package holiday that does not include a flight, protection is provided by way of insurance via our Travel Vault membership. Complete Sport Solutions is a company committed to customer satisfaction and consumer financial protection from whichever company the booking may originate. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Complete Sports Solutions is fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form.

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The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Complete Sports Solutions.

This insurance has been arranged with Affirma a trading brand of MGA Cover Services Limited (registered address Farren House The Street, Farren Court Cowfold West Sussex RH 13 8BP, company registration: 08444204 authorized and regulated by the Financial Conduct

Authority registration number 678541) under a binding authority with the insurer CBL Insurance Europe Limited (registered address 2nd Floor 13-17 Dawson Street Dublin 2 Ireland, who are authorized and regulated by the Financial Conduct Authority registration number 203120).

In the unlikely event of insolvency, you must inform Affirma (MGA Cover Services Limited) immediately on +44 (0) 20 3540 4422. Please ensure you retain this booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond.

#### ABTA

We are a Member of ABTA, membership number Y6487. 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 [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

**WILL MY PRICE INCREASE?** We reserve the right to alter the prices of any of the holidays that we quote you prior to a contract being formed. All estimates are subject to availability and you will be advised of the current price of the booking upon receipt of the booking form and when flights are confirmed. We reserve the right to alter the prices of any of the holidays that we quote you prior to a contract being formed. All estimates are subject to availability and you will be advised of the current price of the booking upon receipt of the booking form and when flights are confirmed. When you make a booking enquiry more than a year before the planned departure date, the price of the flights will be estimated and cannot be confirmed until the airline releases the flight availability, details and times, normally around 11 months prior to departure.

Any increase it will set out the reason. It is extremely unusual for airlines and other carriers to increase tariffs once details have been confirmed except in exceptional circumstances. If your tour requires a minimum number of participants in order to sustain a price, this will be clearly stated on our printed details. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will be entitled to cancel your holiday with a full refund of all monies paid with the exception of any monies paid to us in respect of insurance premiums and amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your 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 due to contractual and other protection in place.

The UK government has announced their intention to replace Air Passenger Duty, which is payable by all passengers on flights departing from UK airports, with a new Emissions Tax, known as Aviation Duty. At this time we are not aware of the final details of the new Duty, and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. In the event that our costs increase as a result of the change, we reserve the right to adjust the prices shown to reflect those changes in costs.

**BILLETING** We have no control over the local organisation of your billets (homestay) accommodation. Our Safety Management System outlines the H&S diligence that we are reasonably able to undertake with regard to this accommodation choice. It is your responsibility to inform us if you are unhappy with our H&S provision for billets before confirming your booking with us. If, after you have confirmed your booking, you wish to remove billeting from your booking and replace it with an alternative accommodation type, the cost of the new accommodation type will be passed to you in full. Billet accommodation is provided by host families free of charge, or for a nominal fee, to the organisation they are affiliated to. Therefore neither we, nor our commercial partners, can be financially

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responsible for the failure to secure, the withdrawal of, or any alteration to billets associated with your booking. Should any billet experience failure, withdrawal or alteration, we undertake to provide the most cost effective, suitable, alternative accommodation at the time and pass the cost to you in full. Any accommodation required in place of billets will be on a bed and breakfast basis only. We can advise you of sample accommodation cost provisions you may wish to consider at the time of booking.

**PAYMENT TERMS** A deposit is required for the arrangements in question; the amount will be advised at the time of booking. The balance is due 8 weeks before departure.

**PLEASE NOTE FAILURE TO PAY PRIOR TO DEPARTURE WILL RESULT IN CANCELLATION**

**WHAT IF YOU CHANGE OR CANCEL** If you change your booking you must confirm in writing the alterations you require. We have no obligation to make any changes, but we will do our best to help you. We reserve the right to charge an administration fee 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. 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. Both the person who was originally to take the tour and the person who actually takes it will be responsible for the payment of the amendment charges and any outstanding balance due in respect of the holiday price and you will also be responsible for any additional costs that are incurred as a reason of substitution or transfer. 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. No later than 13 weeks before departure, we will ask the Tour Manager to confirm the final numbers and your tour will be re-costed based upon the information provided. If you cancel your booking, land and air cancellation fees 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 scheduled departure date written notification is received by us:

Cancellation charges (including the deposit paid) as a percentage of the total price

More than 56 days - Deposit and all interim payments plus any non-refundable flight costs

60-30 days - 75% of the price

30-0 days - 100% of the price

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. Please note that all payments made on a credit card (whether deposits, part payments or final balances) will be subject to a credit card fee of 2.5%.

**IF WE CHANGE OR CANCEL YOUR BOOKING** As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. Changes If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid. In some cases we will also pay compensation (see below). These options don't apply for minor changes. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

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**Cancellation** We will not cancel your travel arrangements less than 12 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases we will pay compensation (see below).

**Insurance** If we cancel or make a major change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

**Compensation** If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us
More than 90 days	Nil
89-43 days	£10
42-29 days	£20
28-7 days	£30
Less than 7 days	£40

**FORCE MAJEURE** We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

**EXCURSIONS** Excursions or other tours you may choose to book or pay for whilst you are on holiday, are not part of your package with us. For any tour that you book, your contract will be with the operator of the excursion and not with us. We are not responsible for the provision of the excursion of tour or anything that happens during the course of its provision by the operator.

**COMPLAINTS PROCEDURE** If a problem arises, we want to be the first to hear about it. Our Representative or Emergency Contact can deal with most problems on the spot, so please do not wait until you get home before reporting a problem. You have a legal obligation to report it as quickly as possible to our Representative or Agent and the Supplier in question so that efforts can be made to rectify it to your satisfaction. If your complaint is not resolved locally, please follow this up within 28 days of your return by writing to our Customer Services Department: please keep your letter concise and to the point. If you do not follow this simple complaints procedure your right to claim for any compensation will be limited to £100. We undertake to acknowledge receipt of your letter within 14 days and within 28 days to send you a full reply or an explanation for the delay. In any event we do undertake to send you a full reply within 56 days.

**OUR LIABILITY TO YOU** If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you an appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum amount calculated on the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in identical manner to:

- The contractual terms of the companies that provides the transportation for you travel arrangements. These terms are incorporated into this contract; 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 Bearn Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage

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and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices: Complete Sports Solutions, Suite 8 , The Meadows, Church Road, Dodleston, CH4 9NG

This clause doesn't apply to any excursions or activities that you might purchase whilst on your sports tour.

Under law Reg 261/2004 you have rights in some circumstances to refund and/or compensation from your airline in cases of denied boarding, cancellation or delay in flights. Full details of these rights will be published at EU airports and will also be available from airlines. However, reimbursement in such cases is the responsibility of the airline and 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 terms and conditions.

If any payments to you are due from us any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 or [www.auc.org.uk](http://www.auc.org.uk)

**EMERGENCY CONTACT** Our 24 hour emergency number is always available to you in case you need it.

**BEHAVIOUR** Complete Sports Solutions along with its agents, staff or contractors agree to have at least one responsible adult on active duty at all times to ensure that all participants behave well. However Complete Sports Solutions and associates does not take responsibility for behaviour of any member or any party if considered likely to cause offence, danger, damage or distress to others, we then reserve the right at all times to cancel or terminate an individual or a full booking completely. We reserve the right to send any individual home on the next available flight at our discretion at full cost to the individual should we feel this is necessary. Any participant under 18 will consume no alcohol on tour, any participant under 18 or anyone at all in hotels, airports or where any council laws do not permit permits No smoking. Great care should be taken to avoid any damage to public and private property and each others belongings this includes in hotels, planes, airports, stadium tours, buses and coaches, football clubs etc. any costs incurred by breakages or damage will be charged to the individual and Complete Sports be permitted to leave the tour parameters without prior consent from one of the tour leaders.

**HEALTH REQUIREMENTS:** Please ensure that we receive detailed information with regard to any health issues upon final ticketing. It is the responsibility of the individual that travels on a tour with Complete Sports Solutions to ensure that he/she is physically or mentally able to travel. Any prior medical conditions must be lodged with Complete Sports Solutions prior to departure (including asthma, allergies, prior physical disabilities etc.). No liability whatsoever will be accepted by Complete Sports Solutions or its associates in the event of mental or physical ill health of any participant whilst on tour. We do not accept responsibility and liability for any tour participant who is unfit or unable to participate in any part of the tour and reserve the right to exclude these from some or all activities at our discretion. Please be advised that prescribed medication has to be brought on tour in sufficient amounts as it may not be available at your destination, any medications will require a prescription from your doctor to accompany them as proof of drug for customs purposes.

**ITINERARIES:** We reserve the rights to alter the tour itinerary in any way due to unforeseen circumstances i.e. session cancellations due to weather conditions, club staff illness, changed club commitments etc. Every endeavour will be made to offer substitutes of equal value, wherever possible. Complete Sports Solutions accepts no responsibility whatsoever for the omission or partial omission of any part of the itinerary due to circumstances beyond our control.

**FIXTURES** We go to great lengths to ensure the reliability and success of every fixture we arrange. While we take every possible step to prevent tour fixtures suffering last minute cancellations, in a very small minority of cases, this can happen. Unless a cancelled fixture is the only fixture of a one-fixture tour and has been cancelled for other reasons than force majeure, we cannot be held responsible for this and it will be considered a minor change. Cancellation of the only fixture on a one fixture tour for reasons other than force majeure will be considered a significant change.

**IDENTITY PROTECTION** I understand that any photos from our tour including photography of any individual may appear in future promotional work undertaken by Complete Sports Solutions. Still images and video images taken Inside Football Clubs by any member of the tour party are to be used for private and personal use only and are strictly not permitted to appear on any public forum i.e. YouTube, Facebook., Twitter etc. No tour information or any Complete Sports Solutions literature is to be reproduced and used in any way shape or form for public or private use.

**HOTELS** Any charges relating to in room phone calls, mini bars or breakages and damages will be the responsibility of the room occupants to settle the charges at time of check out, Complete Sports Solutions are not liable for any additional room charges outside of the itinerary.

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**PASSPORTS, VISA AND IMMIGRATION REQUIREMENTS** Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. If you are travelling to the USA after 1st September 2008, the US authorities have introduced a requirement for passengers travelling under the Visa Waiver Programme to register for Electronic Travel Authority. For additional specifics about the VWP please consult the VWP information on the U.S. Embassy London website. <http://www.usembassy.org.uk/> At the time of going to press in 10 January 2010 there were no mandatory vaccination requirements for travellers from the UK to destinations featured in our portfolio. Please note that the cost of any immunisation treatment is not, in any case, included in the cost of the holiday. The person signing the Booking Form is entirely responsible for passing any health requirement information to other party members. While we will endeavour to reconfirm any new health requirements at the time of booking, it is your responsibility to check with your doctor at least two months prior to travel for the latest requirements, recommendations and any costs.

**AIR TRAVEL CONDITIONS OF CARRIAGE** You must comply with the conditions of carriage applied by land, sea and air carriers. The provisions of the Montréal Convention concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your party during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or the loss of or damage to luggage, and may make special provisions for valuables. We will supply a copy of the conditions of carriage applicable to your holiday, and the Montreal Convention, if you request them.



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