

## Terms & Conditions

Here at Tours 4 Ltd, we aim to make your group travel arrangements as simple and hassle-free as possible. We don't like confusing small print either so take your time to read through these simple terms and conditions before you make your booking with us. All of our tours comply fully with government travel regulations and EC package travel directives. Tours 4 Sport, Tours 4 Students, Tours 4 Schools, Capitals Cups Tournaments and Ice Cricket are all divisions of Tours 4 Ltd. These terms and conditions and your contract with Tours 4 are governed by English law and are subject to exclusive jurisdiction of the courts of England Wales. These terms may be amended by a director or manager of Tours 4 Ltd at any time. In these terms and conditions "you" and "your" refers to anyone named on the booking form. "We" or "Our" refers to Tours 4 Ltd.

### 1. Booking & Deposits

If you wish to book a tour from Tours 4 Ltd then contact your tour manager as soon as possible. We will send you a booking form with these terms and conditions to be completed, signed and returned as early as possible together with the deposit as stated on the final quote and invoice. The quote price takes into account a minimum number of people travelling, please be aware that surcharges or a single supplement may be applied in cases of under-occupancy. Please also be aware that until a booking is received and payment has cleared Tours 4 Ltd cannot make any reservations for your tour unless specified in writing by a member of staff.

If there is an error in the booking form or a confirmation document you must inform us immediately as it may not be possible to make changes later on or surcharges may apply. Once a booking form and deposit has been received, your tour manager will check final availability of your tour. If price or availability has changed since your original quote or your deposit and booking form have not been received before the valid date specified on your quote, a new quote will be issued and you can approve this quote or we will issue a full refund of your deposit.

### 2. Your Contract

Once you have signed and returned the booking form whether by post, fax or e-mail, you (the tour organiser) and your group enter into a contract with Tours 4 Ltd so please check that you have the authority to act on behalf of the touring party. In signing the booking form whether by hand or electronically, you are accepting these terms and conditions yourself, and on behalf of persons using the services of Tours 4 Ltd so make sure that all involved understand these terms and conditions and have up to date information on the tour package booked by you. In accepting these terms and conditions you also accept the terms of any agent or operator used or sub-contracted by Tours 4 Ltd.

Please ensure that all information on the booking form is complete and accurate, Tours 4 Ltd cannot be held responsible for inaccurate booking information. Any changes to your tour within 8 weeks of the departure date must be made in writing to the Tours 4 office and cannot be guaranteed. Please make sure that any special requirements, dietary requirements or medical needs/disabilities are clearly stated on the booking form. We cannot guarantee to meet these requirements unless stated in writing by a member of Tours 4 Ltd staff.

### 3. Payment

With your final quote Tours 4 Ltd will inform you of payment dates for deposits and final payments. Total payment is normally due no later than eight weeks before tour departure, however if the tour is booked at short notice then Tours 4 will inform you in writing of your payment terms once agreed. If payment is not received on time, a member of the Tours 4 team will get in contact with you, the tour organiser to try resolve the issue and avoid cancellation if possible. If payment is still not received in reasonable time up to 8 weeks before the tour we reserve the right to cancel your tour as a last resort.

If paying for a ticketed event such as a football match, theme park or theatre show, tickets will need to be paid for upfront and are non-refundable. Payment can be made by cheque (made payable to Tours 4 Ltd) Bank transfer or Cash. We do not accept multiple cheques for each person on the tour unless this is a necessity in

which case we reserve the right to charge £2.50 per cheque received.

### 4. Travel Insurance

For your own protection, Tours 4 Ltd recommends that all clients are fully insured for every tour. If you have arranged your own insurance please send policy details to Tours 4 Ltd. Contact [Endsleigh Insurance](#) who will endeavour to make sure any policy suits your needs and demands. Travel insurance is for your own protection so please ensure that your policy is up to date and will cover your sporting activity, excursions and destination. Travel insurance is especially important if you are booking your own flights as part of your tour as we cannot refund any tours due to flight delays or cancellations. Please send us confirmation of your insurance for all passengers once you have booked your tour.

### 5. Flights

Tours 4 Ltd are retail agents for ATOL holders. Protection extends primarily to customers who book and pay in the United Kingdom. Visit [www.atol.org.uk](http://www.atol.org.uk) for more information. Flights are separate to any Tours 4 Ltd tour package arrangements and you will receive two separate invoices for each element of the package where flights are included in the cost of the tour including the ATOL invoice from the ATOL holder. If you book your flights direct with the airline then your flights may not be ATOL protected. If booking flights yourself then before you book your flights please check the availability of your tour with your tour manager to avoid availability issues.

Until you have confirmation of availability in writing from your tour manager do not book your flights as Tours 4 Ltd will not be liable for any changes to flights or arrangements. Please also see the travel insurance information on flights in section 4. It is the group leaders' responsibility to ensure the passenger name list given to the airline has the names of the passengers as they appear on the respective passport. Surcharges normally apply for name changes after a certain date before the flight which varies with each airline.

Once your flight tickets have been issued please check them immediately and inform us if there are any errors. For name changes and flight changes please see section 9. Flight timings on quote sheets or booking forms are for guidance and are subject to change, we will ensure that the most current timings available are on your final tour information pack which is normally sent out two weeks in advance of your tour departure. Some flights require a minimal deposit to book, however others require full payment and names at the time of booking. You will be informed of the deposit amount on your booking form and invoice. Generally Easyjet, Ryanair, BMI Baby and other low-cost airlines need full payment and a complete name list on payment, name changes at a later date will incur a charge and/or the current cost of the flight. Flights may or may not be refunded after purchase according to each airline policy.

### 6. Financial Security

Tours 4 complies with all government travel regulations and EC Package travel directives. In accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Tours 4 Ltd are fully insured for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Tours 4 Ltd. A certificate detailing this cover will be given to each and every passenger as evidence of cover. Please ensure that you have been given the appropriate certificate(s) at the time of booking. This insurance has been arranged by Towergate Chapman Stevens through HCC.

### 7. Sports fixtures and tournaments

Tours 4 arranges matches through a network of contacts and international match and tournament agents. Every effort will be made to match the standard of your team with the standard of your opposition but this cannot be guaranteed. Tours 4 Ltd cannot be held liable for the cancellation of matches due to circumstances outside of our control including weather conditions, league commitments or any other factor. If as part of a tour with more than one fixture, any match or tournament is cancelled for any reason, as a gesture of

goodwill, Tours 4 will pay £50 per match or tournament cancelled to each team.

As a matter of league policy, please contact the necessary sporting bodies (RFU, FA etc.) before touring to ensure that your fixtures are approved. Please ensure that you and your team respect local rules and regulations and are prompt for all matches. With regards to tournament entries, the number of matches is dependent upon the number of teams entered into the tournament. Tours 4 Ltd cannot guarantee a minimum number of tournament fixtures but will endeavour to provide suitable match arrangements. The teams entered into a tournament or festival must adhere to the rules of the tournament organisers.

Tours 4 Ltd cannot be held responsible for failure to comply with these regulations. Tours 4 Ltd cannot be held liable for injuries to any spectators or participants at any Tours 4 tournaments or affiliated competitions as all participants and spectators should ensure that they have the necessary insurance to partake in/watch the event, see section 4.

### 8. Activities and Excursions

Activities and excursions booked by us will be shown on your booking form. For activities or excursions you book whilst in resort or on your own terms Tours 4 Ltd shall not be held responsible for the provision of the activity as your contract is exclusively with the provider you have booked it with, therefore anything that happens on the excursions or activity is not the responsibility of Tours 4 Ltd.

### 9. Changes to a Booking

**Regarding all changes;** If your payment schedule is overdue when you request a name change this must be paid in full before any changes will be made.

#### Name Changes

**Tours by air:** We normally request full name details at the time of booking your flights but sometimes this is only necessary in a time-frame specified by the airline and after an initial deposit has been paid. Once the airline have processed the names, any subsequent charges for amendments or changes will be passed to you and the group and must be paid for at least 8 weeks before departure. Some carriers including budget airlines Ryanair, Easyjet, BMI Baby etc. charge an administration fee plus the full cost of the flight or the difference between the original and current flight costs Where a change can be made, all costs and charges incurred by us and/or our suppliers must be paid before the change can be made.

**Tours by Coach:** Name changes must be notified to us in writing and may be liable to surcharges.

If rooming allocations change due to a cancellation, a supplement may be payable by the remaining passengers. If the cancellation results in your group numbers falling below the numbers as originally quoted then we reserve the right to re-invoice. All changes that are made after booking confirmation may be subject to an administration fee from Tours 4 which we will endeavour to keep to a minimum.

### 10. Changes made by us

Occasionally, even with the greatest planning, we may have to make changes to your booking at any point before you tour. Most of these changes will be fairly minor and can include but are not limited to scheduled transport time changes that are less than 12 hours, changing to accommodation of equivalent standard, accommodation facilities unavailable due to maintenance or refurbishment but in the case of major change you may have several options. A major change includes but is not limited to the following: Scheduled Transport (air, coach or ferry) changed by more than 12 hours; major resort or accommodation changes to a lower category, change of UK airport except change of airports in London. If we make a major change to your tour we will inform you as soon as is reasonably possible to do so in advance of your holiday unless you have already departed.

For a major change you will be notified in writing and then you will have 7 days to choose between the following options:

- Changing to a different tour of higher quality if available at no extra cost.

- Changing to a tour of lower quality if available together with a refund of the difference.

These options also pertain to a tour that is cancelled by us more than 8 weeks before your departure date. We will not cancel your tour less than 8 weeks before departure unless in cases of Force Majeure or failure to make the final payment by you. Tours 4 Ltd accepts no liability where we are forced to cancel your tour or make major changes due to Force Majeure or any other unforeseeable circumstances beyond our control. We also accept no liability for major changes or cancellation of your tour if you have not got the minimum number of bookings necessary to complete the tour as per your original booking form

### 11. Cancelling Your Tour

All cancellations of group or individual tour member must be made in writing by the tour organiser and sent to Tours4 Ltd at the address below. Your cancellation will be effected from the day we acknowledge receipt of your cancellation notice. In certain circumstances your insurance company may cover you against these cancellation charges so you may be able to reclaim them from your insurer. Please note that certain tours may incur a 100% cancellation fee if cancelled within 28 days. Abandonment of the tour by certain members will be regarded as a cancellation by you. Cancellation charges are as follows. By accepting these terms and conditions you also agree to abide by the terms and conditions of our suppliers. Your initial deposit is non-refundable and if we have incurred expenses or have cancellation fees from suppliers we are entitled to re-coup this money from you over and above the deposit amount.

Period before departure	% of tour payable
<i>From booking</i>	<i>Deposit</i>
<i>56-43 days</i>	<i>50%</i>
<i>42-29 days</i>	<i>75%</i>
<i>28-15 days</i>	<i>90%</i>
<i>Under 14 days</i>	<i>100%</i>

### 12. Prices and Surcharges

Prices in the Tours 4 brochure, on the website or quoted to you are correct at the time of publication. Tours 4 Ltd reserves the right to change these prices due to increases in costs of products or services. Supplements for single rooms or unoccupied beds may be payable and you will be informed of this as soon as final numbers are presented on the booking form. Changes in transportation costs, including the cost of fuel dues, taxes, or fees chargeable for services such as landing charges, 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 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 have the option of accepting a change to another holiday of equivalent price if we are able to offer one. If it is of lower value, you will be refunded the difference in price. Or you will be able to cancel and receive a full refund of all monies paid. We will consider an appropriate refund of insurance premiums paid if you can show 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 price of your travel arrangements was calculated using exchange rates quoted in the "Financial Times Market Data" (FT.com) on the 22nd October 2009 in relation to the following currencies : Euros, USDollars, AUS Dollars and any other currency not listed.

### 13. Suppliers terms and conditions

Tours 4 ltd do not own or operate the accommodation, transport, activities, sporting facilities or services used on your tour and as a result the contracts or arrangements made on behalf of your tour are subject to the terms and conditions of the supplier. Damage deposits are occasionally requested at hotels with groups of all sizes and this is an arrangement between you and the supplier. We will try to inform you if you will need to pay a damage deposit on arrival but this is not always possible.

### 14. Complaints

At Tours 4 ltd, we try to ensure that we exceed your expectations in every area of your tour arrangements, however if you have any suggestions or a complaint please do inform us in writing at the end of your tour. If a problem occurs whilst you are on tour then please bring it up with the Tours 4 representative or directly with the agent or supplier (coach company, hotel manager etc.) Tours 4 also has a 24-hour emergency phone number (00447796688737) and a dedicated advisor can help you resolve the problem. Written complaints must be made no more than 30 days from the end of the tour and send to Tours 4 ltd, Ashbourne House, 334 Wellington Road North, Stockport, SK45DA. We will deal with all complaints promptly.

### 15. Passports, Visa's, + EHIC Card

As a tour organiser it is your responsibility to ensure that all members of your touring party have the appropriate documentation. This includes passports (must have at least 6 months before expiry date), Visa's (if required), EHIC (E111 equivalent) plus any insurance documentation amongst others. Please leave at least 12 weeks to obtain all these documents. You must mention at time of enquiry whether any members of your group have any special needs or requirements including physical, dietary or any other.

You should contact a doctor if you are in doubt about your fitness to travel. For more advice visit [www.fco.gov.uk](http://www.fco.gov.uk) and visit your local Post Office to obtain a copy of 'Health Advice for Travellers'. Tours 4 ltd cannot be held responsible for your failure to ensure VISA's, passports and other documentation are correct at time of booking or throughout the tour.

### 16. Behaviour

In signing the booking form you, the tour organiser, accept responsibility for the behaviour of yourself and your touring party for the duration of the tour and therefore you are liable for any damage or loss caused by your group. Full payment for the damage must be paid at the time if in resort. You will be responsible for meeting all costs (including both parties legal costs) involved in any subsequent claims made against either Tours 4 ltd or your group. If the behaviour of any of your tour party is deemed unacceptable by Tours 4 staff, suppliers or agents we reserve the right to terminate your tour without refund.

Tours 4 ltd will be entitled to recover from the touring party the costs of any damage or loss to Tours 4 ltd or our suppliers and agents, caused by the group. Please be aware that alcohol consumption may invalidate your insurance and appropriate care should be taken when under the influence of alcohol. In many countries it is illegal to consume alcohol on a coach, please ensure you adhere to local laws.

### 17. Tour Organiser Responsibilities

As a group organiser it is your responsibility to:

- Complete booking form on behalf of the group and ensure that all information you give to Tours 4 ltd and have received from Tours 4 ltd is accurate.
- Make deposit and final payment on time.
- Inform us of any changes to your booking immediately.
- Ensure that your group have up to date passports, all Visa requirements are met and EHICs have been obtained in time.

- Keep your group well-informed with information given to you by Tours 4 ltd
- Arrive promptly for transfers, matches, events or departures whilst on tour.
- Ensure that you and your group behave in a responsible and reasonable manner and adhere to local laws and regulations of Tours 4 ltd and our suppliers.

### 18. Tours 4 ltd – Our Liabilities

We accept liability for the proper performance of our obligations with reasonable skill and care as set out in this contract of booking. Tours 4 ltd only accept liability for death or bodily injury to you or any member of your group if it is the proven fault of a member of Tours 4 staff, representative, agent or supplier who was acting within the course of their employment or contract with Tours 4 ltd. It is your responsibility to prove that reasonable care has not been taken if you wish to make a claim against us. We will only be held liable for what our agents, employees or suppliers do, or do not do if they are acting within the course of their employment or contract with Tours 4 ltd.

We cannot accept liability for a failure that is attributable to you, any member of your party, a third party (unconnected to the tour programme organised by Tours 4 ltd), or any event or circumstance that could not have been foreseen (Force Majeure). We can accept no liability for unforeseen circumstances beyond the control of the company or its members of staff including flight delays or cancellations, cancellation of sporting events, fixtures or force majeure. Tours 4 staff will however be available for advice and information 24 hours a day whilst you are on your tour from our UK offices.

### 19. FORCE MAJEURE

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage expense or loss of any nature as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier 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, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

### 20. Data Protection and Image Rights

At Tours 4 ltd we take your data privacy and the security of your personal information seriously. We are registered with the Information Commissioner in the UK. We will only use your personal data such as e-mail, phone numbers and address to offer you products or services relevant to your enquiry. All data is password protected and firewalled. Your details may be saved on file to offer you products and services from Tours 4 ltd by phone, post or e-mail that may be of interest to you. You can unsubscribe from these lists at any time by e-mailing [info@tours4.com](mailto:info@tours4.com) or using the link to unsubscribe.

When you enquire about a tour with Tours 4 ltd you consent to us using your data as described above. Third party websites are not covered by our privacy policy. By confirming your tour with Tours 4 ltd you consent on behalf of your group to be photographed or digitally recorded for promotional purposes with no fee payable to you or your group. You hereby waive any rights and grant us permission to use your image(s) and that these images may be edited.

Thank you for taking the time to read these terms and conditions. Rest assured, now the fun can really begin so simply complete your booking form and return it with your deposits as advised on your provisional quote. We look forward to giving you a tour you'll never forget for all the right reasons!

Yours in Sport

## The Tours 4 Team