

# Sports Entertainment Tours Agent Terms of Business

## Booking Terms and Conditions

These terms are applicable to those resident in the Republic of Ireland.

The Consumer's use of this Website is expressly conditioned on your acceptance of the following terms and conditions. If the Consumer does not agree with any part of the following terms and conditions or does not accept those terms and conditions of booking then the Consumer must not use this site.

SportsEntertainmentTours.com is licensed as a Travel Agent with the Minister for Public Enterprise under the license of Wecanbookit Ireland Limited.

SportsEntertainmentTours.com is licenced by the Commission for Aviation Regulation, under Wecanbookit Ireland TA 0702. SportsEntertainmentTours.com is a trading name of Sport & Leisure Travel Ltd., having it's registered office at 1244, 2K Queens Road, Belfast, BT39FH. SportsEntertainmentTours.com is a fully licensed independent agent and not a tour operator.

### **OUR RESPONSIBILITY TO YOU FOR YOUR BOOKING**

The following are the Terms and Conditions by which SportsEntertainmentTours.com will process your Travel Arrangements. In these booking conditions the "Consumer", "you" and "your" mean you, the person who takes or agrees to take the holiday or any person on whose behalf you agree to purchase the holiday and who is listed on the Booking, or any other person to whom you transfer a holiday which you have purchased.

SportsEntertainmentTours.com is acting as an agent on behalf of all of the suppliers,

(including airlines, transport companies, cruise companies and accommodation providers) in your booking.

## **OWNERSHIP**

This site, and each of its modules, is the copyrighted property of Sport & Leisure Travel Ltd., trading as SportsEntertainmentTours.com, and/or its various third party providers and distributors. Much of the content found on this site is owned by the third party providers and the distributors. None of the content or data found on this site may be reproduced, sold, transferred, or modified without the express written permission of Sport & Leisure Travel Ltd., trading as SportsEntertainmentTours.com and/or its third party providers and distributors.

## **AUTHORISED USE OF THIS SITE**

You may only use this site to make legitimate reservations or purchases and shall not use this site to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand.

You may only use this Website

- For your own personal, non-commercial use only (which will at all times be reasonable and not abusive); or
- To obtain information on, check the suitability and availability of the products and services herein; or
- For purposes legitimately connected with purchasing the products and services herein; or
- To access or retrieve your travel information and/or booking data, manage your preferences or to get into contact with us about your booking and travel arrangements; or
- To Submit or share your views reviews and comments on the products and services herein.

## **NON-AUTHORISED USE**

You agree that you shall not:

- Access, extract, use or copy any material or information on this Website for any commercial purpose or for any purposes which are unlawful, in particular, you are not allowed to copy (whether by printing off, storing on disk or in any other way), distribute (including distributing copies), alter or tamper with in any way or use any material contained in this Website except that you may print off any individual page for your own personal use, or
- Use this Website in a way that causes or may cause an infringement of the rights of any other party or which breaches any standards, regulations or codes published by any relevant authority; or

- Use this website in any way that interferes with or affects the performance of the Website or our systems or which interferes in any way with other users use of our Website; or
- Gain or attempt to gain, any unauthorized access to our Website, our other systems and/or to the personal data, information or booking data of other users and customers; or
- Make any unauthorized false or fraudulent reservation on our website.

## **WEBSITE ACCURACY**

We endeavour at all times to ensure that the details of all products, including prices, displayed on our websites are accurate. However, due to the high volume of flights, hotels and other products offered for sale on our website, it is inevitable that, in exceptional cases, mistakes will arise. We cannot accept liability for any errors or omissions of this nature. In cases where details of an individual product other than price are materially incorrect we will offer you the choice of continuing with your booking or cancelling with a full refund of monies paid on the individual product. Where inaccuracies relate to the understatement of the price of a specific product you will be offered either a full refund of monies paid on that booking only or the opportunity to maintain that booking on receipt of the additional payment necessary. Whilst we have taken every due care and diligence with the production of our website and price list, there may however be occasions beyond our control where certain fares are withdrawn by the airline. We will not accept responsibility if for any reason these fares are withdrawn. Special offers advertised on our website are subject to supply and demand and may be withdrawn or may not be available at any given time. No compensation is payable in the event of withdrawal of any fares. Airfares are not guaranteed until tickets are confirmed and purchased. All fares are subject to confirmation and change prior to ticket issue.

## **BOOKING YOUR TRIP**

The information you provide to us when booking your trip will be used in accordance with our Privacy Policy. You will need to provide us with credit or debit card details in order to cover the full cost of your trip. You authorize us or an authorized third party to take full payment for the total amount of your purchase. Please note that you may be required to present a credit card at the time of check-in, rental or pick-up, to provide confirmation of authorized card use or to secure any additional charges. The price of each product or service is regularly reviewed and may increase or decrease. Promotional or discounted offers on this site are provided at our discretion.

All offers are subject to availability and may be withdrawn at any time. You must ensure that all of your details are correct at the time of booking (i.e. Full name(s) of travellers as shown on their passports, correct email address, telephone numbers, postal address etc.,

Please note that any changes or alterations to your booking trip will need to be confirmed in writing and will only be accepted from the "lead name" on the booking.

When you make a booking, you guarantee that you have the authority to accept, and do accept these terms and conditions on your behalf and on behalf of all of the members of

your party. Furthermore, if you are making a booking for more than one person, then you are responsible for all payments due from each and every party member for whom you are making the booking. It is your responsibility to ensure that any information which is given to you by us or any of our employees or suppliers is passed on to all members of your party. Any information which we give to you shall be deemed as given to each and every party member for whom you are making or have made a booking. You will be considered the lead name on the booking. SportsEntertainmentTours.com cannot be held responsible if the documents do not arrive due to an incorrect email address being provided or due to Spam email settings on your computer or if for any other reason documents fail to print on your printer. Please note that any changes/amendments or alterations to your booking will need to be confirmed by you, the lead name, and may be subject to charges.

### **PRE-TRAVEL ADVICE**

The **DEPARTMENT OF FOREIGN AFFAIRS (DFA)** may have issued information about your holiday destination. You are advised to check whether or not such information has been issued on the internet under the address [www.dfa.ie](http://www.dfa.ie) prior to travelling, alternatively you may contact the DFA direct in their office in Dublin on **00 353 1 4082000** or alternatively please contact the relevant Embassy.

### **MULTIPLE TRAVEL SUPPLIERS**

**SEA TRAVEL CONDITIONS OF CARRIAGE AND INTERNATIONAL CONVENTIONS** : Land, sea and air carriers will have their own conditions of carriage with which you must comply. In the case of sea travel the provisions of the Athens Convention 1974 relating to the carriage of passengers and their luggage by sea will apply. This Convention and the Sea carrier's conditions of carriage may continue to apply to you and your party throughout your stay on board the ship and during boarding and disembarkation. The Convention presumes that your baggage has been delivered undamaged unless you will give full written details to the carrier (i) in the case of apparent damage before you disembark from the ship or the baggage is redelivered to you, or (ii) the case of damage which is not apparent or of loss, within 15 days of disembarkation or from the time when your luggage should have been redelivered to you. The Athens Convention, and the carriers' conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and make special provision for valuables. This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

**COMPENSATION IN THE CASE OF DEATH OR INJURY** : There are no financial limits to the liability for passenger injury or death. For damages up to **113,100 SDR's**, the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault. Advance Payments. If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to the compensation. In the event of death, this advance payment shall not be less than **16,000 SDR's**. Passenger delays: In the case of a passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to **4,694 SDR's**. Baggage delays: In

the case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is **1,131 SDR's**. Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to **1,131 SDR's**. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of checked baggage, the carrier is liable only if at fault. Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee. Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within 7 days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal. In the case of delayed or damaged or lost baggage the passenger must complete a PIR (Passenger Irregularity Report) at the airport.

**LIABILITY OF CONTRACTING AND ACTUAL CARRIERS** : If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an airline is indicated on the ticket, that air carrier is the contracting air carrier. Time limits for action: Any action in court to claim damages must be brought within two years from the date of arrival to the aircraft, or from the date on which the aircraft ought to have arrived. Basis for the information: The basis for the rules described above is the Montreal Convention of 28th May 1999, which is implemented in the Community by Regulation EC No. 2017/97 (as amended by Regulation (EC) No. 889/2002 and national legislation of the member states. A copy of any of conditions of carriage applicable to the holiday in the conventions referred to above can be supplied on request.

**ADVANCE PASSENGER INFORMATION** : A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves Ireland or the country of departure. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where the airline collects this data, they will treat it in accordance with their privacy policy. If the airline cancels or makes a major change to your flight, less than 30 days before departure, in certain cases they will pay compensation. The compensation that they offer does not exclude you from claiming more if you are entitled to do so.

**FORCE MAJEURE** : Except where otherwise expressly stated in the airline's booking conditions the airline will not be liable or pay compensation if their contractual obligations to you are affected by any event which they or their supplier of the service in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside the airlines or their suppliers control. Advice from the Foreign Office to avoid or leave a particular country may constitute force majeure.

**CONDITIONS OF OTHER SUPPLIERS** : Many of the services which make up your holiday are provided by independent suppliers. For example, these suppliers may provide ground arrangements/transfers/theme park tickets/excursions etc., Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions. Copies of the relevant parts of these terms and conditions are clearly displayed on the relevant documentation you will be provided with and are also available on request from the supplier concerned.

## **IR/FLIGHT BOOKINGS**

All flight, hotel and car rental prices are subject to availability and offers may be withdrawn or amended at any time without prior notification. Sport & Leisure Travel Ltd. Ireland Ltd., trading as SportsEntertainmentTours.com accepts no liability should any such offer be withdrawn or amended. In some instances, online check-in may not be available when flights are booked with various airlines. You will be required to check in at the desk at your departure airport on the day of travel.

**AIRLINE CODESHARES** : Many airlines operate on a code share basis with their commercial partners. This means that a flight can be operated on one carrier's behalf by a partner airline and quite possibly more than one flight number. This is common practice with the majority of carriers. The code share agreement may result in a different partner airline flying the route or portion of the route with a different aircraft seat configuration.

**E-TICKETS** : Most airlines offer only electronic confirmation of your reservation, or "e-ticketing" on certain routes. We cannot be held responsible if your e-ticket does not arrive due to an incorrect email address or your spam/junk email settings. You can ensure your e-tickets get to you by adding SportsEntertainmentTours.com to your "safe site" list. You must notify us immediately if you change your e-mail address or contact telephone number after making a booking with SportsEntertainmentTours.com. In addition, please check that the name on your passport matches the name on your ticket and/or booking confirmation. It is your responsibility to advise us if you have not received your e-ticket confirmation or if there are any issues with names etc.

**FLYING TIMES** : In your itinerary from [www.SportsEntertainmentTours.com.ie](http://www.SportsEntertainmentTours.com.ie) flight times are given for guidance only. All departure/arrival times on your flight ticket are provided by the airlines concerned and are estimates only and are subject to change, even at short notice. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. We are not liable if there is any change to a departure/arrival time previously given to you or shown on your ticket or for any other alteration to your flight by the relevant airline. Also please note that where a sector of a flight itinerary is not utilized without contacting the carrier directly any remaining sectors may be subject to cancellation without further notification. Failure to utilize the outbound sector will, in most cases, result in the forfeiture of the inbound flight. Where any of the above situations arise, we are unable to accept responsibility for any losses or costs incurred. It is for this reason that you are required to reconfirm your flights with the airline in accordance with the airline's terms and conditions and applicable reconfirmation deadline. For all air travel it is your responsibility to check the

departure and arrival times of your flight at time of travel. Please note airline flight timings are provided on the 24-hour clock. We are unable to make any special arrangements for you if you are delayed as these matters are at the sole discretion of the airline concerned and their handling agents at the relevant airports. Please note that the times shown on your ticket or itinerary are the departure times of the flight. Check-in times, as advised by the carrier or in the airline's timetable are the latest times at which passengers can be accepted for travel. Allowing the necessary time to complete all formalities. Flights cannot be held up for passengers arriving late and no responsibility can be accepted by us or the airline in such cases.

**SEAT REQUESTS** : We have no control over the airlines' allocation of seats and so, if you have a particular seat request, you purchase your required preference at the time of booking your flights or alternatively you should check-in at the airport as early as possible if you do not wish to pre-book your seat. There is a charge involved for all pre-bookable seats and these charges vary depending on the seat allocation. We cannot guarantee that any requests will be met.

**DIRECT FLIGHTS** : Please note that a flight described on your flight ticket as "direct" will not necessarily be non-stop. A flight that is described as direct is one where there is no need to change aircraft during the journey.

**PREGNANCY AND CHILDREN** : Please note that most airlines refuse to carry women who will be 28 weeks or more pregnant on the date of return travel. Please check with the airline concerned as their rules may vary and also consult your doctor. We recommend you carry a doctor's note or certificate with you, which will ensure your due-date is verified. Infants must be six weeks old or more to travel by air and must either sit on an adult's lap or occupy a seat. Please contact the airline you are travelling with for details of appropriate seats. Infants will be required to sit on an adult's lap for take-off and landing irrespective of whether or not they occupy a seat. Children aged two or more must occupy a seat and please note if a child reaches the age of two prior to the return date of travel, a full child seat must be purchased. As indicated above a child must be under two years of age on the date of their return flight to be entitled to the infant fare level which is usually 10% of the International Air Transport Association's (or IATA'S) published fare. Airlines regard those aged 0-23 months for the entire travel period as infants, and those ages 2-11 years for the entire travel period as children. Any other person is required to pay the adult fare.

**GOVERNMENT IMPOSED TAXES, FEES AND CHARGES** : The price of your flight may include taxes, fees and charges, which are imposed on air transportation by government authorities. They may represent a significant portion of the cost of air travel and are either included in the fare or shown separately on your ticket. You may also be required to pay taxes or fees or other charges not already collected, for example, it is not always possible to include all departure taxes on your ticket(s). In some cases departure taxes must be paid direct by you locally to the Government of the country you are departing from and are therefore non-refundable by us. Please note some departure taxes are collected in cash in certain countries and it is therefore advisable to check this before travel as this information changes from time to time.

**THE COMMISSION FOR AVIATION REGULATION IRELAND (CAR) AND THE IRISH ASSOCIATION OF TRAVEL AGENTS (ITAA)** : Sport & Leisure Travel Ltd. Ireland Ltd., trading as SportsEntertainmentTours.com holds a licence issued by the Commission for Aviation (CAR) [www.aviationreg.ie](http://www.aviationreg.ie) It should be noted that this licence includes some but not all

products sold on this site. Sport & Leisure Travel Ltd. trading as SportsEntertainmentTours.com holds full ITAA membership. We are also accredited by the IATA. Travel arrangements offered on this site tend to fall into 2 main categories:

- 1) PACKAGE HOLIDAYS AND TOUR OPERATOR HOLIDAYS : Where Package Holidays are offered for sale these are supplied by leading Irish Tour Operators for an inclusive price. These arrangements will typically include transportation (usually schedule or charter flights on fixed departure dates and for a fixed duration), accommodation, transfers and representative services in resort for an inclusive price. Package holidays are protected under the Tour Operator's own CAR Licence. We act as agents for licensed tour operators.
- 2) Flight only and or individual travel arrangements : Flight and hotel arrangements generally offer much greater flexibility than Package Holidays giving the traveller the opportunity to choose from a vast array of flights for a range of durations. To these arrangements can be added accommodation, car hire, transfers, and travel insurance as required. Each booking is a separate and distinct booking and our bookings, even though they may be linked to the same dates of travel do not constitute a package holiday. All bookings are purchased individually at their own individual price. The total price for several bookings is the sum of the price charged for each individual booking, which will include SportsEntertainmentTours.com's commission. Charter flights – all charter flights available on this web site are fully protected via the scheme operated by the Commission for Aviation Regulation (CAR). Refunds are provided by CAR, if applicable, direct to you. All of these arrangements clearly carry the message on the acknowledgement and confirmation pages and on the confirmation email you receive.

**COMMUNITY LIST** : In accordance with European regulations we are required to bring to your attention the existence of a "community list" which contains details of air carriers that are subject to an operating ban within the European Community. The Community List is available for inspection at [https://ec.europa.eu/transport/sites/transport/files/air-safety-list\\_en.pdf](https://ec.europa.eu/transport/sites/transport/files/air-safety-list_en.pdf) We reserve the right to change your airline in the event that the airline is blacklisted under the EU Regulations. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

**BAGGAGE (SCHEDULED AIRLINES)** : In certain cases you will be permitted a free checked baggage allowance and a free cabin baggage allowance, although this will mainly apply on long-haul flights. The limits of which may differ by airline, class and/or route. It is recommended that cabin baggage be kept to a minimum. Extra charges may apply for checked baggage in excess of the permitted allowance. Please check with the airline for more specific information as these rules vary from time to time. You can refer to [www.iata.org/bags](http://www.iata.org/bags) for information and links. For safety reasons dangerous articles must be packed in checked in baggage. Restricted articles include, but are not limited to, compressed gases, corrosives, explosives, flammable liquids, and solids, radioactive materials, oxidizing materials, poisons, infectious substances and briefcases with installed alarm systems. Restrictions apply to all cabin luggage and in particular regarding liquids and we recommend you contact the applicable airline prior to travel.

**BAGGAGE (NO FRILLS) :** In certain cases you will be offered the option to book baggage at an extra cost at the time of the on-line booking. SportsEntertainmentTours.com does not accept responsibility for any changes made by the airline before departure. You are advised to be aware of the maximum baggage allowance and on-board baggage restrictions imposed by the airline. SportsEntertainmentTours.com will not accept responsibility for any incurred excess baggage charges imposed by the airline. Please refer to the relevant airline for baggage policies which will include information on checked in luggage and hand luggage, in particular if this is permitted and restrictions and weight etc.

**DENIED BOARDING, CANCELLATION OR FLIGHT DELAYS :** Pursuant to Regulation EC261/2004 airline passengers are granted new rights including, in certain circumstances, the right to cancel their flight and receive reimbursement of the cost of the flight from the airline. Full details of these rights will be publicised at EU Airports and will also be available from the affected airlines. The reimbursement of the cost of a flight that forms part of your travel itinerary does not change the booking conditions of the other travel arrangements. Please note that if you have booked a package holiday full details of these rights will be published at EU Airports by the relevant charter airline and will also be available from the affected airlines. However, please note that reimbursement of the cost of the flight that forms part of a package holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday. Further information may be found on <http://ec.europa.eu> and please note reimbursement is the responsibility of the airline and you must contact them direct and state you are applying under EC261/2004.

**ONE WAY TICKETS :** Please note that some one-way tickets (inbound), e.g., Bangkok to London, shown on our site can only be purchased in conjunction with a valid ticket from Ireland. Airlines retain the right to cancel one-way tickets that do not adhere to this rule as they may not conform to Visa regulations from the countries involved. For further information please email via the "contact us" section of this site.

## **HOTEL BOOKINGS**

All hotel prices are subject to availability and offers may be withdrawn or amended at any time without prior notification and SportsEntertainmentTours.com accepts no liability should any such offer be withdrawn or amended. The following hotel booking conditions form the basis of the contract between you and Sports & Leisure Travel Ltd. trading as SportsEntertainmentTours.com. The contract shall be governed in all aspects by Irish Law and shall be subject to the exclusive jurisdiction of the Irish Courts. These terms and conditions constitute the terms upon which SportsEntertainmentTours.com has arranged the provision of accommodation only for you. These terms refer to all bookings made by telephone, fax, email or via the online system. Please check your documentation carefully as soon as you receive it. If there are any incorrect details, please ensure you notify us immediately, as it may not be possible to make changes at a later date. Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com acts as an agent only and is not the principal. Our Responsibility to you for your Booking As we are acting as an agent only we have no liability for any of the accommodation arrangements and in particular we do not have any liability for any illness, personal injury, death or loss of any kind, unless caused by our negligence. Any claim for damages or injury, illness or death arising from your stay in

the accommodation, must be brought against the owner of the accommodation and will be subject to the jurisdiction of the law of the country in which the accommodation is based. Any such event must be notified immediately to the property management and our supplier and failure to do so may result in their rejection of any such claim. Website Whilst we undertake to take every due care and diligence with the production of our website and price list, errors or omissions may occur from time to time. For example, there may be occasions beyond our control where certain facilities/room types are withdrawn by the accommodation providers. SportsEntertainmentTours.com will not accept responsibility if, for whatever reason, these facilities/room types are withdrawn. No compensation is payable in the event of the withdrawal of any such facilities/room types. Room Types A "Double Room" does not guarantee a double bed. A Double Room means a room for two persons, furthermore, please note a room sold as a "Twin Room" does not guarantee twin beds. A "Triple Room" means a room for three persons and the third person may be required to sleep on a sofa bed or a smaller bed. A "Quad Room" means a room for four persons. If you require either 1) A double bed in the room, or 2) single beds in a room, please REQUEST them at the time of booking. Prices are subject to change, however, once a booking is made and payment is received in full, whatever happens to the Euro, the price of the accommodation will not be subject to change. We reserve the right, however, where an error or omissions occurs, to notify you and refund in full any monies paid or alternatively seek to recover the balance of monies due. Star Ratings are provided as a guide and are used to symbolize the overall quality, level of service, food standard and range of facilities available at any given property. The criteria applied within each country will vary depending on the specific requirements established by the relevant issuing body/tourist authority and are provided to you for information purposes only and are not guarantee or warranty of any kind by SportsEntertainmentTours.com. Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com will is not responsible for any errors or omissions on the part of third party suppliers.

**The Facilities:** Please read the description of the hotel for other hotel policies applicable to your stay. You must be at least 21 years of age to check in to hotels in Las Vegas. Generally, other hotels may require one person checking in with a party to be 18 years or over. Please note that the hotels booked by us for you are not exclusive to SportsEntertainmentTours.com and we are not responsible for the limitation in facilities because of other hotel guests or their activities. SportsEntertainmentTours.com will not accept responsibility for hotel content (including images, facility listings, etc.) displayed on our website. Hotels may change facilities and property features without prior notice to SportsEntertainmentTours.com, however we will endeavour to provide the most up to date information possible. It is also the responsibility of you, the customer, to confirm facilities directly with the hotel at the time of travel. Please note that some hotel/establishments will charge a security deposit on check in. There may also be other charges, including resort fees, all of which are outside the control of Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com and are not included in the overall cost. Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com does not accept responsibility for any errors or omissions on the part of third party suppliers, all of which are totally outside of our control. Local Taxes not included in hotel cost. Please note that there may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your hotel booking, e.g., local taxes, sales tax, etc. There are also resort fees payable in some hotels in the USA which may not be included in the price paid at the time of booking. Any local taxes will be payable by you directly to the hotel at the time of check-in/check-out.

**Description and photographs** : All pictures and descriptions are displayed in good faith. Please note that in certain circumstances, beyond our control, accommodation descriptions may be affected, such as sea views, which may be obscured by greenery, such as trees. We do try to maintain up to date information on any changes and therefore details printed should be regarded for general information only. Accommodation categories and star ratings shown on the website are provided by the accommodation and are awarded by the local authorities in the country the hotel is situated. Please note that standards can vary between accommodations of the same category in different countries and it is therefore important to read the accommodation details in full.

**Group Bookings** : Parties of 10 persons or more is classed as a group booking and must not be split into multiple smaller bookings.

**Booking Ages** : It is a condition of the booking that we do not accept any bookings/reservations from a person aged under 18 years old. If it comes to our attention that a booking has been made by a person under the age of 18 years old, then we are entitled to cancel the booking and this will not be considered a breach of the terms and conditions of booking. No refunds will be issued.

**Check-In/Check-out** : Check-in times are normally between 15:00 – 16:00 hours on the day of arrival. Check-out at the property is generally between 10:00 am and 12:00 hours on the day of departure. Check-in and Check-out times vary depending on the property type.

**Delays** : On occasion there may be delays or missed departures due to the failure of transportation or other circumstances. SportsEntertainmentTours.com cannot be held responsible if the accommodation is not available on arrival unless the property is notified directly using the telephone number provided on the voucher. Refunds will not be given for any “no-shows”.

**Building Work** : Please note that due to continuous re-development throughout the world there is always going to be some building work going on in or around various properties. Provided that we are made aware by the property that any such work is liable to interfere with your enjoyment of your holiday, then we will advise accordingly. However, please note that the accommodation has no liability to inform us of any building work in the surrounding area outside of their property.

**Cancellations and alterations by you, the Consumer** : If you, or a member of your party wishes to cancel or alter a booking, then written notification must be provided to Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com. The date of cancellation will be the date we receive the written notification. In the event of cancellation, the following cancellation charges will apply: If your hotel is supplied by a third-party agency, these third-party agencies will have additional cancellation policies that may be applicable and in addition your chosen hotel will typically also have its own cancellation policy. We will pass on such policies that the hotel or third-party agency has imposed in relation to cancellation to you and we will have an additional **€35.00 Euro ADMINISTRATION FEE**. This €35.00 Euro does not include the supplier cancellation charges. Refunds inevitably take some time to process and you should allow 8-12 weeks for payment to be received back and refunded to your original card. In the event that we are required to apply the results of compensation claims from airlines or other suppliers, we reserve the right to charge a handling fee to cover resources needed to process these. Please note in some instances accommodation is non-refundable.

**Alterations made by you Prior to Departure** : In the event of an alteration, the following administration charge will apply. **€25.00 Euro** per booking for each change made after the booking is confirmed. Please note that this applies for changes made up to 28 days prior to commencement of travel. Charges made less than 28 days prior to travel may incur higher charges or may be regarded as a cancellation.

**Alterations made by us Prior to Departure** : It is unlikely that we will need to make any material alterations to the accommodation booked, however, if we do, a comparable or superior standard will be offered. If this is not acceptable we will offer a full refund on the accommodation only. **If a lower standard property is offered and accepted, we will make compensation as follows:**

- More than 56 days prior to departure – no compensation
- 56-28 days €5.00 Euro per person
- 27-15 days €10.00 Euro per person
- 14-0 days €20.00 Euro per person.

**Confirmed bookings** : In very rare cases an accommodation may not honour a confirmed booking. This is totally outside of our control and in the event this happens, we will provide a full refund of the cost of the accommodation. Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com does not accept responsibility in respect of any costs, losses, or damages that may be incurred in connection with any confirmed booking cancellations, since such cancellation is outside of our control.

**Accommodation Over Booked on Arrival** : In the very unlikely event that on arrival the property cannot provide the accommodation booked, it is the responsibility of the property to find an alternative property of similar standard. Sport & Leisure Travel Ltd., trading as SportsEntertainmentTours.com has taken every precaution to ensure that all of the properties are fully licenced and professionally managed so that any such occurrences are extremely rare. Furthermore, Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com accepts no responsibility for any costs, losses or damages that may be incurred in connection with relocation of accommodation because such relocation is outside of our control.

**Complaints** : Any complaints must be immediately brought to the attention of the relevant accommodation in resort, in order to try to resolve the problem there and then, and in order to minimise any inconvenience. If you fail to follow this procedure we cannot be held responsible, as some Hotels/Properties will refuse to deal with any complaints which have not been notified in resort. The Hotel/Property must be given a reasonable opportunity to correct the situation from the outset. You will also be provided with a telephone number for our office and / or our supplier and you should also notify them of your complaint. We regard it as unreasonable if you fail to deal with the matter whilst in resort and therefore if you fail to follow the above procedure we will not regard ourselves liable for your failure to deal with the matter locally. All post-holiday complaints must be notified to us in writing within 28 days and will be handled in accordance with company policy.

**Special Requests** : We will always, where possible, pass on any requests to a hotel/property however please note that **NO GUARANTEE CAN BE GIVEN** that a request will be honoured. Special requests are at the total discretion of the accommodation providers and any reservation made will not be conditional upon the confirmation of a special request.

**Travel Insurance** : We strongly recommend that you do not travel without adequate travel insurance for your own protection and peace of mind. Please be aware that some airlines may not allow you to travel without insurance. It is your responsibility to ensure that you purchase adequate travel insurance for your needs and we will be happy to recommend a policy to you.

## **CAR HIRE BOOKINGS**

**Minimum Age** : All car suppliers have a minimum age to be able to rent without incurring any extra charges. This is normally 25 years and above. Drivers between the ages of 21-24 will always incur an extra surcharge which is payable locally and is subject to tax and is non-refundable. These fees can range from €10.00 Euro per day and from US Dollars 25 to 50 in the United States. Once you have selected your car please read the car rental rules where you will be able to find the amount payable.

**Maximum Age** : There are very few locations which have an upper age limit. These can vary from the age of 60 upwards. If you are over the age of 60 it is your responsibility to check with the rental supplier for eligibility. If you fail to check and you are over the age limit you may not be given the car.

**Rental Deposit** : Car Rental agencies **only accept credit cards for securing your deposit at the rental location. You must use a credit card and it must be the driver's credit card.** We will not be liable for any compensation or otherwise if you do not have a credit card at the time of collecting the car and if you are refused rental by the supplier. Please note extra charges may apply on collection of your hired car, despite having paid in full at the time of booking, we cannot be held responsible for any such charges which are at the sole discretion of the car hire company.

**Driving Licence** : A Valid Driving Licence is required for all drivers. The licence must be valid at the time of rental and remain valid throughout the rental period. We will not be liable for any compensation or otherwise if you fail to show a valid driver's licence to the supplier and are refused rental.

**Irish Licence Holders** : If you do not present your driving licence you will not get a vehicle. If your licence is written in Chinese, Russian or any "picture" script you will need to obtain an international driver's permit before you travel from your country of residence.

**Excess Waiver** : Although our rates are fully inclusive there is always an excess to pay. This means that in the event of an accident/damage or theft, the driver will be expected to pay the first part of the claim. This can vary depending on the car you hire and the destination you are travelling to.

**Late Return of Your Vehicle** : The rental rate is calculated based on the return time agreed when picking up the vehicle. If the vehicle is kept longer than originally planned, you may be liable for an overcharge.

**Rental Agreement** : The Rental Agreement is given to you to sign when you pick up your vehicle. This contains all of the information about your rental and it is your responsibility to check this document carefully before signing. You must also retain a copy. SportsEntertainmentTours.com will not be liable in relation to any breach of this agreement. Child Safety Seats Children from their third birthday up to their 12th birthday or up to

135cm in height (whichever is attained sooner) must be restrained in a suitable seat in the rear of the vehicle. The law states that it is the responsibility of the driver of the vehicle to comply.

## **GENERAL TERMS & CONDITIONS OF BOOKING**

Each booking is a separate and distinct booking and your bookings, even though they may be linked to the same dates of travel do not constitute a package holiday. All bookings are purchased individually at their own individual price. The total price for several bookings is the sum of the price charged for each individual booking which will include SportsEntertainmentTours.com's commission. You are authorizing SportsEntertainmentTours.com to act as your agent and we will arrange for you to enter into a contract with the provider (travel provider) of the travel related service, including among others, Tour Operators, airlines, hotels, insurance companies, cruise companies, car hire and transfer companies. You are bound by the travel provider's terms and conditions of booking and these are available on request. If your booking is with the airline you are the principal and you are authorizing SportsEntertainmentTours.com to act as your agent in arranging that booking. With all other Travel Providers we are acting as your agent in arranging your booking and the Travel Provider is the principal or the agent to the principal.

1. The Contract : No contract shall arise between you and the Travel Provider until SportsEntertainmentTours.com a) Has confirmed the booking with the Travel Provider on your behalf b) Has received your authorization to book the travel arrangements as your agent.

2. Booking Details : It is your responsibility to check that all names, dates and timings are correct on receipt of confirmation of your booking and again upon receipt of your documentation and to advise SportsEntertainmentTours.com of any errors immediately. Please ensure that all names given are the same as per the relevant passport. Any changes to these details will incur amendment fees. Please note that where there is more than one person travelling in the booking, the person who makes the booking and accepts the booking conditions is responsible for all members of the party and for making payment to SportsEntertainmentTours.com. It is your responsibility to ensure that any information given to you by us or any of our employees or Travel providers is passed onto all members of your party. You must provide contact details, details of the ages of adult/child and infant passengers.

3. Prices : All flight, hotel, transfers and car rental prices are subject to availability and offers may be withdrawn or amended at any time without prior notification. SportsEntertainmentTours.com accepts no liability should any such offer be withdrawn or amended. Airfares are not guaranteed until tickets are confirmed and purchased. All fares are subject to confirmation and change prior to ticket issue. The booking classes to which the airfares are quoted are indicative and cannot be guaranteed by SportsEntertainmentTours.com. The terms and conditions imposed by these suppliers should be considered as applied to your contract with Sport & Leisure Travel Ltd. t/a SportsEntertainmentTours.com. The individual travel providers terms and conditions are available on request.

4. Price Variations : All prices quoted in Euro and are based on tariffs and exchange rates current and appropriate at the time of publication. If any of these vary the cost of the travel

arrangements may increase accordingly. Any such increase must be paid by you to SportsEntertainmentTours.com.

5. Age and Responsibility : You represent that you are of sufficient legal age to use this site and to create a binding legal obligation for any liability you may incur as a result of the use of this site. You understand that you are financially responsible for all uses of this site by you and those using your log in information.

6 Exclusion of Warranty : Sports & Leisure Travel Ltd., t/a SportsEntertainmentTours.com and third-party providers and distributors do not warrant the accuracy, completeness, merchantability or fitness for a particular purpose of any of the content or data found on this site. This refers to and includes circumstances beyond our control.

7. Limitation of Liability : For the avoidance of doubt your booking is directly with the Travel Provider(s) and the Travel Provider(s) act as the principal. SportsEntertainmentTours.com accepts no liability for any aspect of your travel arrangements. Whilst we have chosen our Travel Providers with care, we have no control over them and so cannot be held responsible for any action or omission of the Travel Provider or their servants or employees. Moreover, we cannot be held responsible for any loss, damage or expense caused by strike, civil commotion, fire, war, threat of war, terrorist activity, national, natural or nuclear disaster, late delivery, adverse weather conditions or other force majeure or relevant factors which may impact on the services or products of the Travel Providers or of SportsEntertainmentTours.com for any reason whatsoever. Unforeseen circumstances also include level of water in rivers or floods rising, closure of airports and industrial disputes involving third parties, technical or maintenance problems or unforeseen operational decisions of air carriers such as changes of schedule or any failure in the information technology infrastructure (including but not limited to our website) or failure in internet connection. Except where otherwise expressly stated in these booking conditions we regret that we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by reason of such events beyond our control. In all cases the absolute maximum liability to SportsEntertainmentTours.com is the total price paid by the consumer for the specific bookings related to any given complaint. In no event shall Sport & Leisure Travel Ltd., t/a SportsEntertainmentTours.com or third-party providers or distributors be liable for any injury, loss, damage, or any special exemplary punitive, incidental or consequential damage of any kind (including but not limited to lost profits or lost savings) whether based in contract, tort or otherwise which a) arises out of or is in any connected with any use of this site or content found herein b) any failure or delay (including, but not limited to the use of or inability to use any component of this site for reservations or ticketing), or c) the performance or non-performance by SportsEntertainmentTours.com or third-party providers or distributors, even if such party has been advised of the possibility of such damages, or for any other party. Some states do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental and consequential damages, so the above exclusion may not apply to you. If, notwithstanding, the foregoing, Sport & Leisure Travel Ltd., t/a SportsEntertainmentTours.com, or any third party provider or distributor should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions, or uses of this site, or its content, Sport & Leisure Travel Ltd., t/a SportsEntertainmentTours.com and third party provider's and distributor's liability shall in no event exceed, in the aggregate, the subscription fee and service charge for accessing this site with respect to which liability is found. In its sole discretion, in addition to any other

rights available to SportsEntertainmentTours.com and without any liability whatsoever, SportsEntertainmentTours.com at any time and without notice may terminate or restrict your access to any component of this site. The foregoing terms and conditions shall apply to both contract and negligence claims. In respect of international travel our liability to you will be limited or excluded in the same manner provided by the relevant international conventions mentioned below. This means that our liability to you shall be limited to the actual engaged liability (if any) of the operating carrier or transport company, which undertakes the relevant travel services. SportsEntertainmentTours.com is recognized as an organiser for travel and holidays only and, as such, does not control or operate any airline, shipping company or Rail Company. When you travel your journey may be subject to certain international conventions such as, but not limited to, the Warsaw Convention and Montreal Convention) in respect of international carriage by air), the Athens Convention, (in respect of international carriage by sea or COTIF (The Convention Concerning International Carriage by Rail), as such conventions are amended or re-enacted from time to time ("the Conventions") You agree that these Conventions will apply to you on that journey. You agree that the operating carrier or transport company's own "conditions of carriage" will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions and limits of liability contained within these international conventions and those "conditions of carriage" You acknowledge that all of the terms and conditions contained in those "Conditions of Carriage" form part of your contract with us as well as the transport company and that those "Conditions of Carriage" shall be deemed to be included by reference into your contract.

8. Privacy As a customer you consent to your data being processed for the purpose of booking your holiday. In doing this, Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com shares your information with relevant third-party suppliers (e.g. airlines, accommodation providers, transfer companies, car hire companies etc) to complete your booking. Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com is committed to protecting your privacy and information. You can find out more about how we do this by reading our Privacy Policy which can be found on our website at [SportsEntertainmentTours.comtravel.ie/privacy](https://SportsEntertainmentTours.comtravel.ie/privacy), or by requesting a copy by writing to us at our registered address which is Unit 1, Upstairs of the Gables Shopping Centre, Main St., Dunshaughlin, Co. Meath. Alternatively, you may request a copy by calling us on 00 353 1 2569525.

9. Carrying Proof of Purchase : You should ensure that you travel with your booking confirmations, e-tickets and any other travel documentation (including your passport) at all times. We will not be held liable for any supplier not providing you with the booked product or service if you do not produce such documentation.

10. Insurance and Cancellation of Insurance Policy : We cannot recommend strongly enough the importance of taking out adequate travel insurance. Many Travel Providers require you to take out travel insurance as a condition of booking with them as detailed in their booking conditions. SportsEntertainmentTours.com is acting as your agent for the relevant insurer should you chose to book your insurance through us and we shall not be responsible for any default by the insurer under that policy. All insurance premiums are payable in full at the point of sale and are sold incorporating a 14 day cooling off period after which time some policies may be non-refundable. The 14-day cooling off period applies if you have not travelled or made any claim under the insurance policy at the time of purchase.

11. ALTERATIONS AND CANCELLATIONS MADE BY US : Occasionally we may have to make changes to your booking. Most of these changes will be minor and we will advise you of the change as soon as we are in a position to do so before your journey commences. If there is significant change, which is not due to any event beyond our control, you will be offered the choice of an alternative comparable trip (if available) or a refund. Please note that confirmed flights are not refundable. If the reason for the significant change to the booking is due to an event beyond our control (as described below) we will not be liable to offer you any compensation. Significant changes are normally regarded as: i) A change in your departure airport ii) A change of more than 12 hours in your departure time from Ireland iii) A change in your resort area overseas; or iv) A change of accommodation to a lower classification than that which you have booked. In the unlikely event that your booking has to be cancelled, a full refund will be made of all monies previously paid to us to the persons who originally paid for the booking. Should your flight be cancelled, your rights and remedies will be governed by the airline's terms and conditions of carriage. As a result you may be entitled to (a) carriage on another flight with the same airline without additional costs (b) re-routing to your destination with another carrier without additional cost (c) receiving a full refund or (d) some other right or remedy. Please note your rights and remedies under EC261/2004.

12. ALTERATIONS BY THE CONSUMER Any changes or amendments made to bookings made on line with Sport & Leisure Travel Ltd. trading as SportsEntertainmentTours.com shall be charged at the following tariffs: ADMINISTRATION FEES AS OUTLINED BELOW DO NOT INCLUDE ANY COSTS THAT MAY BE CHARGED BY EITHER HOTELIERS OR AIRLINES FOR CHANGES MADE TO ORIGINAL BOOKING DETAILS. Name change on a booking Europe **€25.00** per name. Name change on a Booking non-Europe **€150.00** per name. Change of Travel Dates **€50.00** per booking. Change of Accommodation **€50.00** per booking. Cancellation of resort Transfers **€20.00** per booking. Adding Extra person/infants to existing bookings **€50.00** per booking. Cancellation of Accommodation \* **€50.00** per booking. Cancellation of 1 person from a booking \* **€50.00** per booking BOOKINGS WITHIN 70 DAYS OF DEPARTURE WILL INCUR HIGHER CHARGES Non-Refundable room rates cannot be changed or cancelled in any circumstances \* Please note: Administration charges are applied immediately when we are advised of any changes. Payments will be taken when we are notified and deposit rules are not applicable to any changes made. As is normal procedure, no amendments or changes are permitted within seven days of travel, as outlined in our Terms and Conditions. Any necessary change or amendment within seven days will result in 100% cancellation charges and a new booking. Please Note: Outside 15 weeks of travel hotel suppliers will charge from 40% - 100% cancellation fee. Once within 15 weeks 100% cancellation fee will apply. For all flights from time of booking 100% cancellation fee will apply. This excludes some business class fares, which may have lesser cancellation fees. Once we receive your written request to cancel we will advise at the time what the final cancellation charges will be.

13. NO SHOW :If you have a booking for any of our products or services, including flights, car hire accommodation and packages, but do not show up to check-in, collect the car or otherwise do not avail yourself of such product or service, you will not be entitled to any refund from us.

14. YOUR BEHAVIOUR: It is your responsibility to ensure that you and the members of your party do not behave in a way which is inappropriate or causes danger, distress, offence to others or which risks damage belonging to others (including but not limited to drunkenness

and air rage) whilst on a trip. If, in our reasonable opinion or that of our suppliers, your behaviour is inappropriate and causes danger, distress, offence, or damage to others, or risks damage to property belonging to others, we and/or our suppliers (e.g. hotel managers/airline pilots) may take appropriate action in order to ensure the safety and comfort of our customers and their property and that of our suppliers, including terminating your trip, in which case our and our supplier's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Furthermore, you will be liable to reimburse us for any expense we incur as a result of such termination.

15. Changes to Terms and Conditions We may amend these terms and conditions at any time without prior notice. If we do amend these terms and conditions, the amended terms will be effective when posted on this website and you are deemed to have accepted the relevant changes.

16. Special Assistance Please note that persons with a disability or persons incapacitated or of limited mobility who require special assistance whilst travelling, should notify us immediately at the time of booking. If these requirements change before our trip you must inform us. We will not subsequently be liable for any losses you may incur in the event that we or our suppliers are unable to accommodate your requirements.

17. Weather We cannot be held responsible for any disruption in your travel arrangements due to bad or unusual weather conditions.

18. Special Requests Please advise us of any special requests and we will pass these on to the relevant supplier. Please note however, that we cannot guarantee your special request will be fulfilled, as we do not have any direct control over the manner in which the services are provided.

19. Third Party Rights A person who is not party to these terms and conditions shall have no rights under which to enforce any terms of these booking terms and conditions.

20. Indemnification The relationship between Sport & Leisure Travel Ltd., t/a SportsEntertainmentTours.com and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

21. GOVERNING LAW This Agreement and its performance shall be governed by the laws of Ireland. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Ireland, in all questions and controversies arising out of your use of the site and this Agreement.

22. Assignment : You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

23. Modifications : Sport & Leisure Travel Ltd., trading as SportsEntertainmentTours.com may at any time modify these terms and conditions and your continued use of this site will be conditioned upon the terms and conditions in force at the time of use.

24. Additional Terms : Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this site, and you agree to abide by such other terms and conditions.

25. Severability : These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

26. Headings : The Headings used in these terms and conditions are included by convenience only and will not limit or otherwise affect these Terms and Conditions.

27. Entire Agreement : These terms and conditions contain the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings and/or agreements, whether oral or written, regarding the subject matter, and may not be amended or modified except in writing. This is not a binding contract to either party until confirmation that tickets have been issued and credit card payment has been cleared.

28. Data Protection : Please refer to Section 8 Privacy.

**BOOKING DETAILS** Contact with you : The email address that you provide with your booking will be used for all future communication with you, including any changes and additional information on your flights and/or hotel bookings. It is therefore your responsibility to ensure that you check your email on a regular basis, and also notify us should your email address change. **Passenger Travel Ages** When travelling on an arrangement including hotel accommodation, no person under the age of 18 years will be allowed to travel independently. The exception is for Las Vegas where visitors are required to be 21 years old if unaccompanied. The passenger's age relates to the whole of the period when they are away including the day of return. **Infant Ages** Infants must be under 2 years old on the return date of travel. If a child celebrates his or her 2nd Birthday while on holiday you must book and pay the appropriate child fare. Charges for infants vary depending on the route and length of the flight and will be advised in the booking process. Infants are not entitled to their own seat and must travel on an adult's lap. If you require a seat for your infant to sit separately you will need to purchase a child's ticket at the appropriate fare. Infants do not always receive a personal baggage allowance as this varies from carrier to carrier. **Adult Fares** Children must be 2-11 years old on the return date of travel to qualify for an applicable child fare reduction. Children aged 12 years and older pay the full fare and have their own seat and also have a full baggage allowance.

**€50.00 EURO DEPOSIT PLAN** : On certain destinations we may be able to offer a low deposit of €50.00 euro per person. This deposit will be non-refundable and full payment will be required a minimum of 13 weeks before departure. Upon booking you will be notified of the exact date the balance is due. All prices quoted are stated in Euros and are based on tariffs and exchange rates current and appropriate at the time of publication. If any of these vary the cost of the holiday may increase or decrease accordingly. Any such increase/decrease must be paid by or refunded to the Consumer. During the period of twenty eight days prior to departure date, the price specified in the contract shall not be increased by Sports & Leisure Travel Ltd., trading as SportsEntertainmentTours.com. The circumstances in which the price may be varied shall only be to allow for changes in: (a) transport costs, including the cost of fuel, (b) duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or (c) the exchange rates which apply to the particular holiday.

**CANCELLING YOUR BOOKING** : To cancel your booking, written confirmation will be required. This may be emailed to [sales@SportsEntertainmentTours.com.ie](mailto:sales@SportsEntertainmentTours.com.ie) You will receive

written confirmation back to advise we have received the email. We will then contact the relevant suppliers to check what cancellation charges will apply. These charges are all passed on from each supplier along with the administration fee of €35.00 Euro from SportsEntertainmentTours.com. Please note if you booked your holiday on line you must contact sales@SportsEntertainmentTours.com.ie by email, alternatively you should contact the relevant travel shop where your holiday was booked.

**HOLIDAY COMPLAINTS :** Any complaints must be immediately brought to the attention of the relevant accommodation in resort, in order to try to resolve the problem there and then, in order to minimise any inconvenience. If you fail to follow this procedure we cannot be held responsible, as some Hotels/Properties will refuse to deal with any complaints, which have not been notified in resort. The Hotel/Property must be given a reasonable opportunity to correct the situation from the outset. You will also be provided with a telephone number for our supplier and you should also notify them of your complaint. In any event, you are still required to submit any complaint in writing to ourselves within 28 days of your return and we shall endeavour, through our supplier, to resolve the matter with the property management. We regard it as unreasonable if you fail to deal with the matter whilst in resort and therefore if you fail to follow the above procedure we will not regard ourselves liable for your failure to deal with the matter locally. All post-holiday complaints must be in writing and addressed to the relevant travel shop manager care of the travel shop where the holiday was booked. If your holiday was booked on line then you may address your complaint to customer services at sales@SportsEntertainmentTours.com.ie

### **PASSPORT, VISA & HEALTH INFORMATION & REQUIREMENTS**

It is the responsibility of the lead passenger travelling to make sure that they hold the correct passport and visa requirements for every person on the booking. Sport & Leisure Travel Ltd., trading as SportsEntertainmentTours.com will not be held responsible for any financial loss or costs incurred as a direct result of the failure of the lead passenger to ensure the correct passport and visa requirements are met. The information in this section is valid for Irish Citizens only. Non-Irish Citizens must consult the Embassy of their destination and the Office Immigration Department regarding any special documentation they may require for the countries they are visiting and transiting and/or for return to Ireland. It is your responsibility to check with the applicable Embassy or Consulate to see whether the destination(s) that you are visiting requires a visa, especially if you do not hold an Irish Passport. If you fail to do so, you will be solely responsible for any costs, loss or damage, which you or we incur as a result of the failure to carry out the above action. It is also important to remember to include all transit points of your journey, which may also require you to obtain a Visa. Please note that most countries require that your passport is Valid for Six months beyond the period of your stay. Some countries apply different rules and you should contact the Embassy or Consulate of your destination for the relevant and up to date and current information. Please note that all children require their own Passport for travel. It is vital that you ensure that your passport is legible and intact. Any sign of damage could result in a refusal of carriage or entry into your country of destination. If you hold an Irish Passport and require information in respect of the validity of your passport, procedure and time required to apply for a passport or renew an existing passport, the

regulations in respect of minors, or if your passport has been lost or stolen, you can contact the Passport Office: Passport Office, Knockmaun House, 42-47, Lower Mount Street, Dublin 2. Telephone: 00 353 (0) 1 6711633 Out of hours Emergency: 00 353 (0) 1 4082000 [www.dfa.ie](http://www.dfa.ie) It is your responsibility to obtain the appropriate visa for your destination(s) and any applicable transit point. If you require information in respect of current visa requirements, procedure and the time required to apply for the applicable visa, we recommend you contact the Department of Foreign Affairs or check with the applicable Embassy or Consulate to see whether the destination(s) that you are visiting requires a visa. Please note that specific requirements for specific countries can be complex and subject to change at short notice. The name on the Passport must match the name on the ticket, otherwise you may not be able to travel and insurance may be invalid. If, after booking a holiday, but prior to travel, any member of your party changes their name, e.g., as a result of marriage or otherwise, you must notify us immediately so that we can endeavour to make the necessary changes to your holiday documentation. Please note that a change in name may incur charges or the purchase of a new ticket. All of these charges and fees will be payable by you. For Travel to the United States of America it is important to note the following: A Visa will be necessary for entry into the United States of America (USA) unless passengers are eligible under the Visa Waiver Program (VWP). The VWP allows holders of full Irish Citizens Passports who have the right of abode in Ireland to complete a Visa Waiver Form and submit this prior to travel. You must ensure that you comply with all USA Government requirements as per the Visa Waiver Form before confirming your booking. All Irish Passport holders, including children, travelling to the USA under the Visa Waiver Program will need their own machine-readable passports (MRP). This means that anyone without a MRP, including children will need a visa to travel to the USA. If you have a serious communicable disease of public health significance including HIV you are not eligible to travel on the Visa Waiver Program, and must possess a valid visa for entry into the United States of America. If you have ever been arrested or convicted for any reason in any country, even if the arrest did not lead to a conviction, including driving offences, you may require a visa and should consult the US Embassy directly (details are below) For further details on entry requirements for the USA and the VWP (as there are some restrictions and requirements which may change from time to time), please check the US Embassy website at <https://ie.usembassy.gov/> You should also seek the advice on any vaccinations and precautions that may be compulsory or recommended from a health professional your GP, practice Nurse, Pharmacist or travel health clinic – ideally at least twelve weeks before travel. You may also contact the World Health Organisation on [www.who.int](http://www.who.int) for further advice. Note: The relationship between the Firm and the Member is that of lawyer and client and subject to the usual rights of privilege and confidentiality. A member shall not, without the prior consent in writing of the adviser, disclose to any person the contents of any communication (whether written or oral) from the adviser to the Member. For these purposes absolute privilege shall be deemed to attach to all such communications and the said privilege shall be that of the adviser and the member jointly and neither party shall be entitled to disclose any such information without the prior consent in writing of the other.

**THESE TERMS APPLY FOR NEW BOOKINGS FROM 3 December 2020 for UK departures.**

Except where otherwise specified, we The Midcounties Co-operative Limited act only as an agent or sub-agent in respect of all bookings we take and/or make on your behalf.

These are the terms on which we will make a booking for your travel or holiday requirements. When making your booking we will arrange for you to enter into a contract with the supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your receipt(s). We can book you a package holiday with one company or we can book the services that make up your holiday with different principals or suppliers, in which case you will have separate contracts with each of them. As agent we accept no responsibility for the acts or omissions of the supplier(s) or for the services provided by them. The supplier's (s') Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. We may organise our own packages as agent for the various travel service suppliers. In that case these Terms should be read in conjunction with our Package Holiday Booking Conditions and the Terms and Conditions of the travel service suppliers. Our Agency Terms 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. All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

**1. Booking and Payment** When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these booking conditions. In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if requested at the time of booking). You must also pay all applicable insurance premiums and booking fees. Your booking is confirmed and a contract between you and the supplier will exist when we send you confirmation on their behalf. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. Any changes to the details will incur a charge determined by the supplier(s) booking conditions. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our data protection policy are available upon request.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their

booking conditions. If you have paid a 'low deposit' the balance of the full deposit must be paid by the due date notified to you and then the full balance as that becomes due. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

**2. Accuracy of Prices** We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.

**3. Insurance** Many suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

**4. Special requests** If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

**5. Changes and Cancellations By you** Any cancellation or amendment request must be made by the lead name and sent to us in writing, by email or post, and will take effect

on the day we receive it. Proof of posting is not proof of receipt, therefore you are advised to also confirm all changes by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition we may charge an administration fee of £25 per person.

Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking.

By the Supplier We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

**6. Our responsibility for your booking** Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

**7. Financial Protection.** All the package holidays we sell, including those that we might organise for you, come with protection for your money. If you buy a single travel service then this might not apply. . If we sell you a Tour Operators Package we may also sell you a separate travel service from another supplier. As a Package is not a travel service in itself, the Tour Operator will be responsible entirely for the Package as the Organiser. Any other sale would not create a new package or make us an Organiser according to the Package Travel and Linked Travel Arrangements Regulations. Package holidays are protected by the package organiser and we will provide you with their confirmation. 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.

A) **WHEN WE SELL FACE TO FACE.** If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

B) **WHEN BOOKING ONLINE.** If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, our company will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

C) **WHEN WE SEND LINKS TO OTHER WEBSITES.** If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under the Package Travel Regulations. Therefore, our company will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services A) during the same visit to or contact with our company, B) during the same visit to our company's booking website, or C) via links we provide not later than 24 hours after receiving the confirmation of the booking

from our company, the travel services will become part of a linked travel arrangement. In that case we have, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund your payments to us for services not performed because of our insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

We have taken out insolvency protection with ABTA – The Travel Association. You can contact ABTA at 30 Park Street, London, SE1 9EQ; [claims@abta.co.uk](mailto:claims@abta.co.uk); 0203 758 8779) if services are denied because of our insolvency.

Note: This insolvency protection does not cover contracts with parties other than with us, which can be performed despite our insolvency.

A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <http://www.legislation.gov.uk/ukxi/2018/634/contents/made>

**8. Passport, visa and health requirements.** We can provide general information about the passport and visa requirements for your trip. 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. Neither we nor the supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure. Most countries now require passports to be valid for at least 6 months after your return date. Please ask us for full details. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances in good time before your departure..

**9. Accommodation Ratings, Standards and Information.** All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities

you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given. All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any accommodation or any other services please contact us.

**10. Complaints** Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to us. You will see our name and contact details in any confirmation documents we send you. If the matter cannot be resolved and it involves us or another ABTA member then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute. See clause 13 and [www.abta.com](http://www.abta.com)

**11. Final Travel Arrangements** Please ensure that all your travel, passport, visa and insurance documents are in order and where applicable you arrive in plenty of time for checking in at the port or airport. For flights it may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

**12. Delivery of Documents** All documents (e.g. invoices/tickets/Insurance policies) that require to be posted will usually be sent to you via Royal Mail. Once documents leave

our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you.

**13. ABTA** We are a member of ABTA, membership number N0787. 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.