

Booking Conditions – October 2009

Your contract is with SPORTS TOURS INTERNATIONAL LTD. (trading as Sports Tours International, Club La Santa, Graham Baxter Sporting Tours, Wheel 2 Wheel or the Golf Travel Club). Registered office: Spectrum, 56-58 Benson Road, Birchwood, Warrington WA3 7PQ. Company registration number 2207655.

1. Your holiday contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us or to your travel agent, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 12 weeks of travel.

When you make your booking you must complete a booking form, accepting on behalf of all your party the terms of these booking conditions and pay deposits and race entries as outlined in the selling brochure. Sports Tours International has no control over the event and whether it takes place. If the event were to be cancelled this does not affect the remainder of the holiday continuing as planned and does not allow the client to cancel the remainder of the holiday. The company's liability is limited to the cost of the entry fee. Non standard tour arrangements e.g. ones which might involve full "Apex" (Advanced purchase) or Low Cost Airline fares, are subject to full payment at the time of booking. This also applies to insurance premiums and race/event costs (if relevant), all of which are non refundable and you will be advised of this at the time of booking.

ITEMS INCLUDED IN YOUR HOLIDAY

- Return flights, or cross channel ferries/channel tunnel/Eurostar as appropriate, from the chosen departure point to the stated destination, and airport/port taxes and security charges (as at the time of booking) – details as shown in each tour itinerary
- Return airport transfers where applicable, as outlined in the brochure, on the website or in your itinerary.
- Accommodation for the duration, in the hotel and on the meal basis stated or offered, including mandatory local taxes or in self catering (as stated).
- International / domestic coach transport as specified.
- Sports Tours representative or agents/services of Club La Santa reception as stated within your tour information
- V.A.T. on all holidays to the E.U.

ITEMS NOT INCLUDED IN YOUR HOLIDAY

- Race/event entry. This is specified in the individual tour itinerary.
- Travel insurance. It is strongly recommended that you take out some form of insurance with all our UK and foreign inclusive tours.
- Insurance cover for any of your possessions, including without limitation sports equipment and bicycles.
- Any flight, meal, room or apartment supplements as details in the individual tour itinerary.
- Any other items listed as optional extras e.g. excursions.
- Any additional expenses incurred such as unforeseen travel or medical expenses which are not anticipated in the itinerary.
- Cost of visa – where required

- Cots and food for infants (i.e. under 2 years of age).

Please state at the time of booking whether extra assistance is required for Disability or if there are any special requests. Please note special requests, such as low floor, sea views, etc cannot be guaranteed unless you have been able to book the actual rooms in question.

2. Your financial protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 2711) administered by the Civil Aviation Authority. When you buy an ATOL protected air holiday package or flights from Sports Tours International, you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 2711. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all our holidays or travel services offered and sold by us will be protected by the ATOL scheme. Please ask us to confirm what protection may apply to your booking. Where you book a non-air inclusive holiday, and we act as the principal, your money is financially protected by our ABTA bonding arrangement and if you book an arrangement other than a package holiday, your monies are protected by way of a bond held by ABTA. Our tour operating ABTA number is V1479.

3. ABTA

We are a Member of ABTA, membership number A406X/V1479. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website www.abta.com. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by IDRS within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request from www.abta.com.

4. Your Holiday Price

1) We reserve the right to alter the prices of any of the holidays shown in our brochure or website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.
2) When you make your booking you must pay a deposit of £100 per person (£200 in the case of non-European travel), or 30% of the holiday price per person (whichever is the greater) plus the cost of any nonrefundable items such as airline seats that have been paid in full or event entry fees. Note, with booking for the Etape du Tour, the deposit is 50%. The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. Where applicable, all monies you pay to the travel agent are held by him on our behalf at all times. The price of your travel arrangements was calculated using exchange rates quoted in the *Financial*

Times Guide to World Currencies on 2nd October 2009 in relation of £1 Sterling to the following currencies: US Dollar 1.5894; Euro 1.0883; Swiss Franc 1.6442; Australia Dollar 1.8339, Swedish Krona 11.1693.

3) Changes in transportation costs (including the cost of fuel) dues, taxes or fees chargeable for services (such as landing taxes or embarkation or disembarkation fees at ports and airports), and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

5. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £25 per person, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. Apex Tickets, low cost airline tickets, Golf green fees) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. If the number of people on a booking changes, the holiday price will be recalculated on the basis of the amended party size. Any resulting increase in the holiday price per person is not a cancellation charge. A separate cancellation charge as detailed in Section 7 will be made for any persons cancelling and the booking invoice amended accordingly.

6. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 7. Please note that any costs, such as event entry fees which have been prepaid, may not be repaid in the event of cancellation. If the number of persons booked changes, the holiday costs will be recalculated on the basis of the amended party size and you will need to pay any difference in the holiday price. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

7. If We Change or Cancel Your Holiday

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements, for example, if the minimum number of clients required for a particular travel arrangement is not reached by the balance due date. However, we will not cancel your travel arrangements less than 4 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can

either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows (although this is not an exhaustive list of carrier we engage): British Airways, American Airlines, Continental Airlines, Thomson, Thomas Cook Airlines, Monarch Airlines, Jet 2.com, United Airlines, Ryanair, Easyjet, Flybe, Lufthansa, Air France/KLM, Air Malta, Aer Lingus, Virgin Atlantic, Southwest Airlines, SAS, Alitalia, Iberia, Emirates, Eithad, Qatar, Qantas, Singapore Airlines, Air China, ANN. 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. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of *force majeure*, we will pay compensation as detailed below:

	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY	IF YOU CANCEL YOUR HOLIDAY
<i>Period before departure within which notice of Cancellation or major change is received by us or notified to you</i>	<i>Amount you will receive from us</i>	<i>Amount you will receive from us</i>	<i>Amount of cancellation charge</i>
More than 84 days	Nil	Deposit Only	Deposit or higher when any non-refundable costs are included
84 – 57 days	£10	£10 + monies paid	50% of holiday cost or higher when any non-refundable costs are included
56 – 29 days	£10	£10 + monies paid	70% of holiday cost or higher when any non-refundable costs are included
28 – 15 days	£10	£10 + monies paid	90% of holiday cost or higher when any non-refundable costs are included
Less than 15 days	£25	£25 + monies paid	100% of holiday cost

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Force Majeure This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute (for example, the disruption or closure of airports or other transport systems), terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions. In the unlikely event of the cancellation/postponement of the sporting events for whatsoever force majeure reason, Sports Tours International cannot be held responsible in any way for any monetary loss, inconvenience or any other circumstances, including non-refundable events fees.

8. If You Have A Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Sports Tours International Limited, 91 Walkden Road, Walkden, Manchester M28 7BQ giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort or on the tour. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

9. Our Liability to You

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices Sports Tours International Limited, 91 Walkden Road, Walkden, Manchester M28 7BQ, telephone 0161 703 8161.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

Health and Safety standards applicable to the elements of the holiday booked with us should meet the local regulations of your destination, however please note that these may not be the same as in the UK and may vary from destination to destination.

All tours descriptions are advised by us in good faith and every care is taken to ensure their accuracy. However, since we include so much detail and since the tours are prepared up to 12 months in advance, there may be occasions when an advertised facility or entertainment is not available during your own particular tour. Certain facilities e.g. swimming pools, require maintenance and sometimes have to be temporarily withdrawn from use for such work to be done. Outdoor activities, beach services and water sports for example may not operate for reasons such as unstable weather conditions or lack of support, or golf courses, bowling greens etc may be closed for maintenance or private competitions. Similarly there

may be occasions, especially during the low season, where certain advertised schedules, entertainment or amenities are changed, cancelled or curtailed. Further, the operation of certain amenities and facilities may be subject to local licensing laws or religious holiday. Government or local authority restrictions may also dictate that a hotel or apartment limits certain facilities e.g. air-conditioning or water supply, in the cause of conservation. Should any of these examples occur (or any other incidents of a similar nature), Sports Tours International will not be liable for any loss or damages occurring as a result.

10. Prompt assistance in resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

11. Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

12. Excursions

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

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

13. Conditions of Carriage

Please note that the air carriers that we use will have their own Conditions of Carriage which you must comply with and these will be incorporated as terms of this contract. Where there are material inconsistencies between these Booking Conditions and the Conditions of Carriage the Conditions of Carriage will take precedence. We will supply a copy of the conditions of carriage applicable to your holiday if you request them.

OTHER IMPORTANT INFORMATION

A. Data Protection

To ensure that your holiday runs smoothly, we need to supply your key information to specific suppliers involved in the organisation of your holiday. We may occasionally contact you to inform you of products and services from Sports Tours International or associated companies. Should you wish not to be kept up to date with this information, please contact us. You have the right to see any information we may hold relating to yourself.

B. Health Regulations

We advise all customers to check what the latest health requirements are for travel to their chosen destination. Please consult your doctor, practice nurse or travel health clinic and/or obtain the relevant health leaflets e.g. the D.O.H. leaflet "Protect your Health Abroad" from your local Post Office or the Department of Health. Also consult the following websites for advice: www.foc.gov.uk, www.dh.gov.uk, www.hpa.org.uk and www.nathnac.org

For Foreign Office advice on traveling to other countries, please refer to www.fco.gov.uk/knowbeforeyougo

C. Tickets and Tours documents

These will be sent to you approximately 14 days before departure and may arrive by post or email.

D. Event Entry forms

All event entrants are obliged to fill in the appropriate official entry form, which we will send you. This form must be returned within 7 days, or the specified date for that event, to the issuing office or a specified location and are subject to the conditions of entry over which we have no jurisdiction. Failure to return the signed entry form within the specified time could result in your race entry being refused and your booking cancelled with the loss of all monies paid. All requested medical information must be supplied otherwise the entry may be invalid.

E. Golf

Please note that changes or cancellation of any green fees may result in 100% green fee cancellation charge, depending on the golf course. We cannot be held responsible for the actual playing conditions of the golf courses whether caused by course maintenance, climate conditions etc. We do request all maintenance schedules from the golf courses that we work with and where we are advised we pass this information onto you. Please take note that maintenance schedules are subject to change due to the weather conditions. The large majority of golf courses now require golfers to present an official handicap certificate prior to course entry. Therefore we strongly recommend you take a Certificate with you regardless as clubs can charge their regulations. Please note that virtually all airlines now charge for the carriage of golf clubs. Charges will be advised at the time of booking. When making your booking you will be asked for your preferred days of play, courses and start times. Charges will be advised at the time of booking, please take note of the following:

- You will receive an invoice confirming your requested invoice;
- When all the clubs respond we will send you a final invoice confirming "actual times";
- Once you are in receipt of the confirmed "actual times" we reserve the right to charge an "amendment fee" if you want to change times again;
- Cancellation of "actual times" may incur cancellation charges up to the value of the pre-paid green fee, subject to the cancellation policy of the course involved;
- If the golf clubs subsequently change your "actual times" for a Club competition etc we will try to ensure a suitable alternative is found;
- Golf clubs reserve the right to mark up matches to 4 balls;
- Where a golf club imposes handicap limits and handicap certificate conditions we will pass on your handicap details but it is your responsibility to comply;
- Overseeding and hollow-tining can effect certain courses at certain times, we will advise you of these so alternative arrangements can be made (providing we are notified)
- Your golf vouchers will be issued as green fees paid in advance. These will either be issued with your travel documents, by the hotel or local representative depending on the destination. Please note that vouchers should be presented to the caddy master at least 15 minutes prior to tee off.

Unused vouchers will only be refunded if course closure has prevented play, please note that we will require written confirmation from the course prior to processing the refund.

Whilst we endeavour to meet your requests for specific courses, days and times, these are subject to availability and we cannot guarantee we can meet them. Accordingly requests are not binding with us.

Buggies – please note that the majority of European courses see buggy hire as an extra and in most cases the courses cant guarantee the supply as they view it is an enquiry and not a must. Due to the inconsistent supply of golf buggies, we do not pre-book buggies. For golfers travelling to the US the courses tend to have mandatory buggy hire.

F. Cycling/Triathlons

Where Sports Tours International arranges flights for cyclists and triathletes, the company cannot accept responsibility for the flight carrier failing to carry the cycle on the same flight. The company will do everything in its power to expedite speedy delivery, but this is outside the control of the company.

G. Baggage

Typically one average sized suitcase only per person is permitted – weight allowances do vary dependant on the carrier, so please check with the carrier. Infants do not have any baggage allowance. Due to recent security alerts, the approved items for carriage within the cabin or aircraft hold have been subject to change. Please refer to your carrier for the very latest information prior to departure, and to the departure airport website and the Department for Transport www.dft.gov.uk

H. Hotel Check In/Check Out

The standard international practice is to let rooms from mid afternoon on the day of arrival until mid morning of the day of departure. Occasionally when you arrive at your accommodation, you may have to wait a short while until your room is ready. Similarly, if you are leaving the destination on a flight later in the day, you may be required to check out of your hotel room earlier in the day. In some cases, you may be able to extend you stay in your room or have access to facilities at the accommodation to change and refresh yourself in, but we cannot guarantee this, and this should be arranged with the accommodation management.

I. Room Sharing

If you are travelling alone and do not wish to pay the applicable supplement for a single room, we will, if you wish and subject to availability, match you up with someone of the same sex on a "twin to share" basis wherever possible. If you select a room sold on this "twin to share" basis you will be sharing with another participant on the tour and not have sole use of the room. In such cases we are not allowed to give any details regarding the name, address or phone contact of the parties requesting sharing arrangements.

Please note that where a room has been booked for one person only, whether it be a single room or the sole occupancy of a larger room, no other person is permitted to stay in that room, even if there is physically space for that person.

J. Insurance

For travel in 2009 onwards, SPORTS TOURS INTERNATIONAL LTD (trading as Sports Tours International, Club La Santa, Graham Baxter Sporting Tours, Wheel 2 Wheel or the Golf Travel Club) is an Introducer Appointed Representative of Global Travel Insurance Limited, which is authorised and regulated by the Financial

Services Authority. For more information on the insurance that is offered, please visit www.globaltravelinsurance.co.uk/quote/spo09.

K. Tours and itineraries

Whilst we try very hard to deliver your tour itinerary as specified at the time of booking, sometimes circumstances beyond our control may prevent us from providing the exact tour itinerary that is advertised and in such circumstances we do not assume liability for any loss of the advertised elements of the itinerary. Please see the rest of these terms and conditions for further details.

This brochure was published in October 2009. We reserve the right to make changes to the particulars contained in this brochure at any time after publication.