

## **TERMS AND CONDITIONS**

Your Contract is with Sport Tours Italia Ltd

Company Registered in England No.: 10826650

### **1. Making a booking**

You must complete a Sport Tours Italia Ltd booking form / online booking confirmation and return it to us with the appropriate deposit payment. The final balance will be due 12 weeks prior to travel, unless stated otherwise, on your final invoice. The person completing the booking is responsible for all members on that booking. They must ensure that all members of the party have adequate travel insurance or visas (where required) and that all payments are made on time from the group members, otherwise the responsibility of payment will fall to the lead member of the party who completed the booking.

### **2. Payment & confirmation**

Our contract with you begins once we receive your initial payment, we will then confirm in writing the details of the package you have booked. The payment schedule for each event will be detailed on the event specific booking form and you are liable for all payments on the dates detailed. **All payments are non-refundable.**

### **3. Financial Protection**

Many of the flights and flight-inclusive holidays on [www.sporttoursitalia.com](http://www.sporttoursitalia.com) are automatically protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed on [www.sporttoursitalia.com](http://www.sporttoursitalia.com). Please ask us to confirm what protection, if any, may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. For more information about financial protection and the ATOL Certificate go to: [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate).

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

#### 4. If you change your booking

On receipt of your booking confirmation, changes can be made for a fee of £40 per person in addition to any additional costs incurred (for example - name changes with airlines). Any changes made within 12 weeks of travel may be treated as a cancellation of the original booking and the cancellation charge may apply.

#### 5. If you cancel your booking

Cancellations can only be accepted in writing and from the person who completed the booking. Cancellations are effective from the day they are received by us and the cancellation charges are in line with the payment schedule for each specific event, as detailed on the booking form. All payments made up until that date (deposit, interim and final balance) are non-refundable. If we are advised of a cancellation after a payment date has passed and that payment is overdue according to the payment schedule, you are liable for that outstanding amount.

#### 6. If Sport Tours Italia change your booking

Arrangements for our tours are often made many months in advance and occasionally we may have to make changes. We reserve the right to make MINOR changes to your tour, these would include:- a change of airline, change of hotel to one of the same standard, delay of less than 12 hours etc. In the unlikely event of a MAJOR change to your itinerary (other than Force Majeure), such as a delay of your departure by more than 12 hours, and the alternative arrangements are not acceptable to you, we will refund your monies paid less any insurance premium.

FORCE MAJEURE is an event that could not be foreseen or avoided and is out of our control. It covers, but is not limited to acts of God (including fire, flood, earthquake, storm, hurricane, snow or other natural disaster), war, invasion, civil war, terrorist activities, strike, airport closure due to events outside our control. In the event of Force Majeure, we will not accept liability and reserve the right to cancel or change bookings.

#### 7. If we cancel your booking

We reserve the right to cancel your tour, but will keep you informed at all times, and will not do so if it is within 12 weeks of your departure date. If we do not reach minimum numbers in a tour, then it may not economically viable to run that tour and we would offer an alternative if available or give you the option to cancel and receive a refund.

#### 8. Health advice

It is your responsibility to check with your GP for up to date health and vaccination information on your destination. The Foreign & Commonwealth Office produces up-to-date travel information to help British travellers make informed decisions about travelling abroad. For more information, please go to [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo)

#### 9. Travel Insurance

You must have adequate travel insurance for yourself and all members of your booking. Please ensure that all members are fully covered as soon as possible after making the booking. We will take your booking with us as confirmation that all members of your group are adequately covered.

## 10. Our Liability to you

We take reasonable care to ensure that our suppliers for accommodation and other service are reputable and safe. We will only accept liability for matters arising as a direct result of our negligence within our contractual obligations with the suppliers, including omissions by our employees and suppliers acting within the proper scope of their employment. We cannot accept liability in the following situations:

- Any unforeseeable circumstances that are beyond our control, such as the delay, diversion or rescheduling of flights by the air carriers or airports.
- If the matter that arises is the fault of the individual (you) or any member of your party.
- If the matter that arises is the fault of a supplier or person who has not been contracted by us and who's services were employed directly by you or a member of your party.

Sport Tours Italia cannot be held liable for any damage, loss, injury or death to any person travelling with us, unless the damage, loss, injury or death is a direct result of negligence on the part of Sport Tours Italia.

## 11. Data Protection

We need to collect certain information from you in order to arrange and book your travel arrangements and apply appropriate security measures to protect the data.

## 12. Jurisdiction

Your contract is governed by English law with exclusive jurisdiction to the courts of England and Wales.

## 13. Dealing with complaints

In the unlikely event that you are dissatisfied with something while you are travelling with Sport Tours Italia, then please report the matter to one of our representatives immediately and they will try to solve the issue at the time. If your problem cannot be resolved immediately, then please inform us in writing within 28 days of your return from your tour and we will investigate your complaint.

## 14. Tour Prices

On receipt of your deposit payment and subsequent tour confirmation, we guarantee that the cost of your tour will not change, except in the following situations where a surcharge may be applicable; increases in scheduled airfares, transportation costs (including fuel) and government action.

## 15. Behaviour

Sport Tours Italia reserve the right to terminate all arrangements immediately without refund, if a person's behaviour is deemed inappropriate by our company and/or tour representatives. We have a responsibility of safety and care to all of our clients and staff and any inappropriate behaviour by you, or any of the members of your group, that may cause damage, danger, annoyance or distress to any of our clients, employees or suppliers, will result in a warning and possible termination of the tour.