

SunSports Standard Conditions

“SunSports Tours & Tournaments”, James Langdon-Davies
BOOKING and STANDARD TERMS & CONDITIONS

The terms and conditions described in this document refer to services offered by SunSports Tours & Tournaments registered agency N° GC003314, SunSports Netball Weekends Ltd company N° 11336497, SunSports Ski Tours Ltd company N° 11889157, SunSports Tours & Tournaments Ltd company N° 12030620

The “services” referred to in these booking conditions include, but are not limited to, sports fixtures, accommodation, transport, excursions and other activities.

The booking or request of any of the services offered by James Langdon-Davies, “SunSports Tours & Tournaments”, SunSports Netball Weekends Ltd, SunSports Ski Tours Ltd or SunSports Tours & Tournaments Ltd, implies the acceptance of the following conditions.

1. CONTRACT Your contract, written or otherwise, will be with James Langdon-Davies, NIF X0348909E. Any alteration to the contract must be made in writing. No contract will exist until the service request is received and acknowledged by James Langdon-Davies, together with any required deposit as stipulated in any estimate quote, pro-forma invoice, final invoice or any other document referring to your service request.

2. PAYMENT To secure your booking you must send the required deposit. Any further payment must be completed within the timescale laid down in any estimate quote, pro-forma invoice, final invoice or any other document referring to your service request with final, full, payment of the total outstanding balance to be received by James Langdon-Davies no later than 2 weeks prior to the start date of the requested services. If payment is not received by the stipulated date, James Langdon-Davies reserves the right to assume the booking has been cancelled and therefore cancellation charges may apply. Payment must be made by bank transfer, with all transaction charges fully paid by you.

3. PRICES AND SURCHARGES At no time is James Langdon-Davies required to provide a breakdown of individual costs of the services being provided for a tour, tournament, accommodation or other service. James Langdon-Davies reserves the right to apply surcharges if required. These may be imposed to cover increases in, but not limited to, accommodation costs, transportation costs, government levies/taxes, and currency fluctuations. Where any increase is more than 10% of the total price of the requested service, you will be entitled to cancel your tour with a full refund of monies paid. Should you decide to do this you must exercise your right within 14 days of the date of the revised invoice.

4. CANCELLATION CHARGES Cancellations must be made in writing and sent by recorded delivery to James Langdon-Davies at the address shown below. A cancellation is not effective until James Langdon-Davies receives the letter. The following scale of cancellation charges will apply to any monies already paid by you:

Period prior to arrival date when cancellation received	% of invoice payable
more than 100 days	deposit
31 – 100 days	50%
30 or less days	100%

5. CHANGES BY YOU If you wish to change your booking and we can accept the changes, there will be a standard administration fee charged of €40, plus any additional costs incurred. Any major change, such as change to travel dates or numbers, may result in cancellation charges being applied.

6. CHANGES BY US James Langdon-Davies reserves the right to make changes where required. In the event of a major change, such as change of destination resort or accommodation, you have the following options: -

- a) Accept the changed arrangements
- b) Cancel your booking and obtain a refund of any monies not already committed to third parties and suppliers, after deducting costs and expenses already incurred by James Langdon-Davies.

Should a major change be necessary to your booking because you have not paid in full, then no refund will be due.

Should a major change be necessary to your booking because your holiday is influenced by events beyond our control (“Force Majeure”) such as, but not limited to, war, riots, civil unrest, terrorist activity, inclement weather, epidemics, pandemics, disease or illness, government action, government order, national or regional emergency, quarantine or natural disasters, then, in such circumstances, you have the choice of accepting the change or treating the contract as terminated.

If you treat the contract as terminated then James Langdon-Davies will refund to you any monies not already committed to your booking, after deducting costs and expenses already incurred by James Langdon-Davies, to a maximum amount of 50% of any payments made by you or your agent on your behalf.

James Langdon-Davies reserves the right in his absolute discretion to cancel any services offered or any booking already accepted no less than ten weeks before the arrival date or date that the service was due. Cancellation after that date will be made if there is an outstanding balance owing to James Langdon-Davies for any services already supplied or due for current or future services booked.

Cancellation will also be made at any date due to “Force Majeure” as described above or when third parties cancel or amend the bookings made with them by James Langdon-Davies.

7. FIXTURE ARRANGEMENTS All the points and conditions above apply to the sport fixtures arranged by James Langdon-Davies and his agents. The following special conditions also apply to fixture arrangements:

a) Fixture requests accompanied by names lists showing the year of birth of all players must be received by James Langdon-Davies 12 weeks before the date the fixture(s) is required. After this date fixture requests are not liable to refunds as described in point (b) below.

b) Fixtures may be cancelled at any time due to one or more reasons. If cancellation takes place before the group arrive in resort, you will be informed of this fact and we will attempt to attain another fixture. Once the group has arrived in resort, cancellations may be made for, but not limited to, any of the following reasons:

No.	REASON	CANCELLED BY
1	Any except (2) & (3) below	Local home team
2	Weather	Referee/home team coach/local authority
3	Pitch conditions	Referee/home team coach/local authority
4	Any	Visiting team
5	Outstanding balance due	James Langdon-Davies

In these cases, refunds will be made as follows:

- (1) Full refund of amount paid for cancelled fixture, minus any expenses incurred by James Langdon-Davies such as transport, referees etc
- (2) 25% of amount paid for cancelled fixture, minus any expenses incurred by James Langdon-Davies such as transport, referees etc. If an alternative activity is provided, then NO REFUND will be given.
- (3) 50% of amount paid for cancelled fixture, minus any expenses incurred by James Langdon-Davies such as transport, referees etc. If an alternative activity is provided, then NO REFUND will be given.
- (4) None
- (5) None

c) Fixtures may be changed at any time (opponent, venue, date and/or time) by James Langdon-Davies as required, due to whatever reason. This is not a cancellation as described in (b) above and you have the choice of accepting the changes or canceling the booking.

d) Fixture requests are processed in chronological order of “date of play required” when received within the 12-week time scale shown in point (a) above and in chronological order of receipt when received outside this time scale.

e) Sports Tournaments:

1) Netball Tournaments are dependent on there being other UK or other sport groups in resort at the same time. Age groups must also coincide. In the event of there not being sufficient or correct opposition available to run a tournament, then an extra coaching session with game play will be provided instead. **LOCAL FIXTURES FOR NETBALL ARE NOT PROVIDED IN SPAIN.**

2) The Catalan Juniors Rugby are dependent on there being other UK or other sport groups in resort at the same time. Age groups must also coincide for the Rugby tournament to take place. In the event of there not being sufficient or correctly matched opposition available to run a tournament, then EITHER Rugby coaching sessions with game play will be provided, OR two local fixtures will be provided, OR a combination of both coaching and local fixture will be provided instead.

3) SunSports Netball Weekends are dependent on there being other teams available to play at the same time. In the case of there being less than 3 teams available, we offer the following options:

a) You may cancel at no expense and we will offer a 25% discount on any other SunSports Netball Weekend either in the same year or the calendar year immediately following your booking. This discount is to remediate any expenses you may incur for flight changes or cancellations. No other compensation will be made for flights.

b) You may continue with your tour and we will provide you with Netball coaching and mini-competitions and any other activities we are able to provide at our discretion.

c) You may continue with your tour at a discounted rate, without any of the activities offered in (b) above.

4) SunSports Netball Weekends have the following sub-set of special conditions:

1). The SunSports Netball Weekends are open to all Netball Players over the age of 18, either as individual players or forming part of a team.

2). Prizes are non-transferable, non-negotiable and no cash alternatives will be offered.

3). SunSports reserves the right to substitute the prize for another prize of equal value.

4). By entering the SunSports Netball Weekend, the participants (players and/or spectators) consent to any publicity generated as a result, including but not limited to photographs or videos, which can be used at any time on websites and related channels (all social media). Participants should state expressly if they do NOT want their images to be used.

5). SunSports makes no warranty, express or implied, as to the merchantability or fitness for purpose of any prize offered as a result of any competition or promotion.

6). SunSports' decision in all matters relating to all competitions and promotions is final and no correspondence will be entered into.

7). SunSports provides an insurance policy which covers the TWO DAYS of tournament play for emergency treatment here in Spain for injuries suffered during the tournament. This is NOT travel insurance and does not cover further treatment outside Spain or compensation for any cause.

8. REVISION OF BOOKING CONDITIONS James Langdon-Davies reserves the right to revise, alter and or change the booking conditions described in this document at any time. The latest version is available to the public and a copy may be requested in writing.

9. JURISDICTION The proper law governing these conditions shall be the Spanish law and you shall submit to the exclusive jurisdiction of the Spanish Courts.

10. CORRESPONDANCE Written correspondence should be sent by e-mail to:

info@sunsports-spain.com

or by registered delivery to:

James Langdon-Davies
Castell i Mar, 42,
Castell d'Aro,
17249 Girona,
SPAIN