

## **TOTAL FOOTBALL EXPERIENCE TERMS & CONDITIONS**

All Total Football Experience, tours advertised by us are sold subject to the following conditions.

### **1. BOOKING PROCEDURE**

(a) Our contract is between Total Football Experience and the team. We do not contract with individual team members or players. Our supply is to the team and the team manager is responsible for arrangements with the team members.

On making a booking with Total Football Experience, the team manager must accept the terms of these Booking Conditions and pay a non-refundable agreed deposit per traveller upon receipt of a Proforma Invoice.

(b) Your booking is considered definite, and a contract will exist once the deposit has been received. No contract will exist between us prior to a deposit being paid. Payment dates are listed on the 'Proforma' document. If the balance of the price of the tour is not paid on time, we reserve the right to cancel the tour, retain the deposit and apply the Cancellation Charge set out in Paragraph 4. Please also see Paragraph 12.

(c) We reserve the right to increase the prices quoted prior to the time that you book the tour. Any increase in price will be advised to you before you book the tour.

### **2. SURCHARGES**

We reserve the right to increase the price of the tour arrangements to allow for variations in transportation costs due, taxes or fees chargeable for services and the exchange rate applicable to the tour arrangements. No price increase will be made within 30 days of departure date and in any event, we will absorb any increase which equals 2% or less of the cost of the travel arrangements.

### **3. TOUR PRICES**

The content of the tour itinerary and total price per person noted on the 'Proforma' (\*not including flights) will be agreed and confirmed with the organiser of the tour.

### **4. CANCELLATION BY YOU**

You (or any member of the party) may cancel the tour at any time providing that the cancellation is made by the party organising the tour and is communicated to us in writing via email. Cancellation will take effect the day such notification is received by us. If the cancellation is before the deposit date, then there will be no cancellation charges.

If the cancellation happens after the deposit is paid then the deposit will be retained. If the cancellation happens after the deposit and balance is paid then the whole cost will be retained. In addition, depending on the number of cancellations, the cost of the tour may be increased for the remaining travellers in the group.

Once the tour has commenced, no refund or part refund or unused portion of the tour will be repaid in the event of cancellation. If the reason for cancellation is covered under the terms of an Insurance Policy, these charges may be able to be reclaimed.

IN NO CASE WILL WE BE RESPONSIBLE FOR REFUNDING THE FLIGHT COSTS OF THE TOUR.

## **5. INSURANCE & HEALTH**

a) it is essential that travel group members have full travel insurance that includes cover for football/soccer activities on the trip. Travel group members must also have valid medical insurance. It is advised that the insurance should cover covid-19 related issues

b) please make sure the insurance company is aware that travel group members are playing football/soccer

c) please make sure the insurance company is aware of which country is being visited

d) due to the continued issues relating to covid-19, we recommend that a cancellation insurance policy is taken out as deposits and final balance payments are non-refundable

e) We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the Centers for Disease Control website at [www.cdc.gov/travel](http://www.cdc.gov/travel), then click on "Destinations" and scroll to the name of the destination country

f) Insurance: For the protection of the travel group members, we strongly recommend that they purchase trip cancellation and travel accident insurance. Please note that, unless they buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. Under these terms it is agreed to hold us harmless for any election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy

g) RELEASE: You hereby expressly assume all of the risks and dangers covered in this document, and you hereby expressly agree to forever release, discharge and hold us, and our agents, employees, officers, directors, associates, affiliated companies, guides, group leaders, and

subcontractors harmless against any and all liability, actions, causes of actions, suits, claims, and demands of any and every kind and nature whatsoever which you now have or which may hereafter arise out of or in connection with these risks and dangers

h) Claims Deadline and Exclusive Jurisdiction: You agree to present any claims against us within 30 days after the trip ends

i) All players must check with their GP/Doctor that they are sufficiently fit and healthy to undertake the physical activity we have arranged. If any player experiences any injury or discomfort during any activity organised, then they must stop immediately and inform a member of coaching staff and a Total Football Experience representative.

## **6. AMENDMENTS BY YOU**

If, after the deposit payment has been credited to our account, you wish to change any part of the tour arrangements, or wish to change departure date, we will do our utmost to make the changes, provided that notification is received in writing via email at our office from you, the tour organiser who made the booking, at least 8 weeks before departure.

## **7. AMENDMENTS BY US**

It is unlikely that we will have to make any changes to the tour, but we do plan the arrangements many months in advance. Occasionally, changes may have to be made (e.g., to itineraries, venue accommodation, team members or other arrangements), which we reserve the right to do at any time. If the accommodation has to be changed, we will do our utmost to provide accommodation of a similar rating. If a significant change becomes necessary, we will inform you as soon as reasonably possible if there is time before departure. Should a significant change occur, then provided that it does not arise through circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, booking another tour with us, or cancelling the tour and receiving a full refund. If you choose another tour that is more expensive, we will charge for any difference, but if it is cheaper, we will make the appropriate refund.

### Important Notes

(a) Compensation payments will not apply if payment of the tour has not been received by Total Football Experience by the stipulated payment date

(b) Compensation will not be paid if Total Football Experience is forced to cancel or in any way change the holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity,

natural or nuclear disaster, fire, adverse weather conditions, technical or maintenance problems with transport or other circumstances which amount to force majeure.

## **8. CANCELLATION**

Total Football Experience reserves the right in any circumstances to cancel the tour, in which case we will offer a refund in full all monies paid.

## **9. OUR LIABILITY TO YOU**

(a) We accept responsibility for ensuring that the tour that booked with us is supplied as described and that the services we are contractually obliged to provide are to a reasonable standard. We accept responsibility for the acts and/or omissions of our employees, except where they lead to death, injury or illness

(b) We do not accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our agents, suppliers, sub-contractors, servants and agents whilst acting within the scope of, or in the course of their employment in the provision of your tour

(c) Optional trips booked locally are not our responsibility. We strongly recommend that travelling group members consult a doctor before travel to advise on their ability to undertake strenuous exercise. We and any consulted medical professionals should be made aware of any medical condition which may affect the travelling group members ability and comfort when undergoing vigorous exercise.

## **10. COMPLAINTS**

If travel group members have a problem during the tour, they should immediately inform a member of our team who will endeavour to put things right. If their complaint cannot be resolved locally, they must advise us in writing via email on your return. Please note that we cannot guarantee the proportion of male/female in any group, nor can we be responsible for the individual behaviour of any group member or other guest at your accommodation.

## **11. PASSPORTS, VISAS AND HEALTH REQUIREMENTS**

Please make sure travel group members have the appropriate valid passport and visa required to enter the country they are visiting. Non-EC passport holders should contact the Consulate or Embassy of the country they are travelling too. Please make sure they have completed all required entry documents for the country they are visiting.

## **12. LATE PAYMENTS**

Deposit and final payment dates are agreed and noted on the Proforma. The deposit date will be agreed between TFE and the client team's organiser. The final balance payment date will be due 7 weeks before the arrival date, preferably sent on a Monday. Failure to meet the final balance date may affect the contents of your tour itinerary and your hotel accommodation, and/or may incur additional charges.

## **13. THE CONTRACT**

This contract is made on the terms of these Booking Conditions, which are governed by English law and the exclusive jurisdiction of the English Courts.

Name: **Ritchie Semple**

Position Held: **Founder & Owner of Total Football Experience**

Signature: *Ritchie Semple*

Date: 21/03/2024