

# 8 SPORTS MANAGEMENT

Events • Travel • Media

# Terms and Conditions

## **Contract**

Your contract is with 8 Sports Management Limited. Registered Company in England number 07567772. Registered and trading address: 755 Fulham Road, London, SW6 5UU.

Tournaments such as the Ultimate Tour, La Manga Sports Festival, La Manga Soccer Sixes, La Manga Rugby Sevens, La Manga Netball Sevens, British Military Cricket Challenge, Season Starter, the Cricketers Golf Invitational and the Serious Cricket 100 are trading names of events hosted by 8 Sports Management Limited and as such any bookings are subject to these terms and conditions. In addition, other tournaments / events run by 8 Sports Management Limited not specifically named here will be subject to these terms and conditions.

8 Sports Management Limited do not accept any conditional bookings (i.e. bookings that are subject to the fulfilment of a specific request). All bookings are final and are of standard nature.

Where contracts are made for a team or group of people, the contract is between 8 Sports Management Limited and the lead person of the party / first name on the booking form / payer of the team deposit. Where multiple contacts are used, the contract is between 8 Sports Management Limited and all of those named.

Your contract is subject to the following Terms & Conditions.

Where minor alterations to the Terms and Conditions have made since your time of booking, your booking is subject to the most recent version as defined by 8 Sports Management Limited and you may not be notified of these changes until it is deemed necessary. However, you will be immediately notified of any major alterations to the Terms and Conditions.

## **Financial Protection**

8 Sports Management Limited is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with 8 Sports Management Limited are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of 8 Sports Management Limited. This insurance has been arranged by The Travel Vault in conjunction with Towergate Travel through Zurich Insurance PLC .

Claims: In the unlikely event of Insolvency, you must Inform Towergate Travel immediately on +44 (0) 1932 334140 or by email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk) . Please ensure you retain the booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance

## **Accuracy and Information**

8 Sports Management Limited take great care ensuring that all online and offline / paper-based information is correct and valid including any email newsletters. Unfortunately errors occur and we apologise in advance should this happen. However, all information presented at the time of booking will be accurate and valid as per the terms of the contract.

## **Payment Terms**

To secure a booking with 8 Sports Management Limited, a non-refundable deposit will be required of £50 per person (or 10% of the booking price, whichever is greater) with the balance to be settled in full at least 8 weeks before travel. For example, If payment is not received within the required time, we reserve the right to cancel the booking and retain the deposit. Some resorts require payment upfront and, where this is the case, we will inform you at the time of booking as you may be asked to supply a greater amount of deposit to secure the booking. A minimum payment per team (ie for 6 players) is usually required for group event entries.

If a booking is made within 8 weeks of travel, the full payment will be due at the time of booking and no confirmation will be agreed until this is completed.

In some circumstances, one of our suppliers may offer a discount where full payment is made in advance. For you to take advantage of this, we will require full payment to be made at the time of booking. It is a non-refundable, no cancellation option. If for any reason you cannot travel for the booking, we reserve the right to retain all monies paid.

## **How to pay for your booking**

8 Sports Management Limited accept BACS, CHAPS or cheque payments. Cheques for any remaining balance payment must be received no later than 8 weeks in advance of travel otherwise 8 Sports Management Limited reserve the right to cancel the booking. Cheques should be made payable to '8 Sports Management Limited'.

## **Quotation, Booking and Confirmation of Booking**

When you make an enquiry through our website, you will receive an email response with some package options for you to assess. We require all travel and general enquiries to be sent via email.

All quotes are based on twin/double occupancy on a self-catering basis unless otherwise stated.

To book, you will normally need to complete a booking form and confirm which payment method you will be using. Once we have received your booking form and deposit, you will receive an email from us with a scanned copy of your booking form duly signed and dated by a 8 Sports Management Limited representative. Please check the confirmation and raise any queries within 72 hours of receiving the deposit confirmation to ensure no additional costs are levied. Once the final payment is received, you will receive another scanned copy of your booking form, duly signed and dated on behalf of 8 Sports Management Limited confirming no further payment is required.

Where a booking form has not been completed nor a signed copy received by the client, payment of the deposit will count as a confirmed booking and as such, acceptance of these terms and conditions.

Further where neither a signed booking form nor a deposit has been received but a place(s) has been reserved pending a deposit / booking form (for example where funding, military or otherwise, is being sourced), your booking is also confirmed. Should you subsequently decide not to attend, you will be invoiced for the minimum deposit per team reserved.

## **Flights**

8 Sports Management Limited **do not offer and never include flights in our packages.** To be able to offer flights to clients, we would have to pay for ATOL bonding which would increase the cost of your holiday and limit your flexibility. We can, however, assist you by providing flight options which you are then free to book independently of 8 Sports Management Limited. As such, we accept no liability for any flight delays, timetable changes or cancellations, lost luggage, injuries or refusal to travel. Please contact us for further information. Should your flight be delayed and as such you miss the transfer to the resort, you may be liable for an additional cost.

## **What is included in your holiday?**

Each holiday will be specifically tailored to the touring party but is likely to include all, or a combination of the following

- Accommodation
- Transfers
- Hire Cars
- Pitch hire
- Match officials
- Playing kit
- Winners trophies / medals / certificates

## **Accommodation**

All teams will be accommodated in apartments / villas of at least a 3\* standard (out of 5 stars) in our opinion. Should teams not agree with the standard of their accommodation, an alternative may be offered should availability allow. All accommodation is booked via a third party and as such, 8 Sports Management do not accept any responsibility for faulty electrical goods or other items over which we have no control. Please notify reception / the letting agent immediately should an item be broken / need replacing / is not working. We have no control over how long it will take for a replacement to be made available.

## **Transfers**

Transfers to and from the airport are to be provided by a third party so 8 Sports Management Limited accepts no responsibility for the late arrival or condition of the transport. However, we aim to provide luxury air-conditioned coaches for all our guests. Where small groups are arriving, we reserve the right to transfer clients via cars / minibus rather than coach.

Package prices are based on group transfers. Therefore, we expect teams to arrive and depart on the same flight or within an hour of each other. Where teams arrive on separate flights and require more than one transfer, we reserve the right to apply a surcharge.

Package prices are based on teams arriving and departing a maximum of 2 days either side of the 'sport days'. For example, should sport be played on the 16<sup>th</sup> and 17<sup>th</sup> June, teams would be expected to arrive no earlier than the 14<sup>th</sup> June and depart no later than the 19<sup>th</sup> June. Where teams arrive outside these times, a transfer surcharge may apply.

Please note that transfers will not be provided to any guests / teams during the days of sporting play. For example, if sport is designated to be played on Saturday, transfers to or from the airport will not be offered on Saturday. We can offer assistance on the most cost effective option.

Airport transfers are also unavailable during other ad-hoc events. For example, should an event prior to the sport commencing on Friday be taking place from 18:00 on Thursday, airport transfers will not be offered during this time.

If your flight is significantly delayed and you miss your transfer to the resort, we will try to accommodate you on the next available transfer. Should this not be possible, you will need to find alternative transport to the resort and try to reclaim any expenses via your travel insurance.

### **Changes to a booking and cancellations by you**

It is possible for you to make amendments to a booking after the time of initial deposit payment and until the final balance is due. All amendments need to be in writing via email to your 8 Sports Management representative. If any costs are incurred from venues due to these changes you will be liable for them (unless you have advised us within 72 hours of the booking confirmation as detailed above) and you will be advised by us at the time of the amendment. Any changes to the tour destination or to tour party numbers will result in a re-calculation of the price and you will be liable for any resulting increase.

Any amendments after the final balance has been paid (or is due to be paid – in most cases 8 weeks before departure) is likely to incur significant costs. You will be liable for any costs and 8 Sports Management Limited accepts no liability for any changes.

A cancellation before the final balance is paid or is due to be paid (8 weeks or greater before departure) will result in your deposits being retained. 8 Sports Management Limited also reserves the right to charge additional fees should these be incurred as a result of your cancellation.

A cancellation after the final balance has been paid or is due to be paid (8 weeks or less before departure) will result in us retaining both your deposit and final balance. You will also be liable for any charges that 8 Sports Management Limited incur from venues due to their cancellation policy. We will inform you of the cost at the time of the change or cancellation. If your final balance has not been paid (late payment), you will still be required to make the payment.

### **Changes and cancellations by us**

In the unlikely event of a change or cancellation by 8 Sports Management Limited, we will do our very best to provide you with an alternative of the same value or higher with no additional charge to you. Alternatively, you have the opportunity to cancel your holiday and receive a full refund with immediate effect. The only time this is not the case is Force Majeure.

### **Force Majeure (Superior Force)**

We regret that 8 Sports Management Limited cannot accept liability or pay any compensation where we are forced to cancel, curtail, delay or in any way change your holiday or where the performance or prompt performance of our contractual obligations is prevented or affected in whole or part as a result of circumstances amounting to “force majeure”. Such circumstances include war or threat of war, riot, civil strife, industrial

dispute, epidemics or health risks, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical problems with transport, closure or congestion of airports, cancellations or changes of schedules by scheduled airlines, government action or advice and all similar circumstances outside our control.

### **Price Changes**

We guarantee that you will not receive a surcharge due to currency fluctuations once you have booked your holiday. However changes in tax and fees from services you have booked may mean that the price may vary after the initial booking.

When an unexpected charge occurs, 8 Sports Management Limited will subsidise this cost up to a maximum of 2%. If the increase is greater than 2% but less than 5%, you will be expected to pay this additional cost. If the charge is above this, you have the option of choosing an alternative venue or cancelling your holiday and receiving a full refund minus any administration charges. Should you decide to cancel, you must exercise your right to do so within one week from the issue date printed on your final invoice but you may be liable to any cancellation charges that we incur.

### **Complaints**

If you have any complaint or experience any problems on your holiday, please verbally report them immediately to an 8 Sports Management Limited representative (if available) or a manager at the venue. If this does not resolve the issue then please write to us at the address stated above within 28 days of your arrival back to the UK and we will investigate your complaint fully with the venue. If the complaint is made after this time period, it may affect your contractual rights and we may not be able to rectify any grievances.

For complaints regarding administrative issues, please email [info@8sm.uk](mailto:info@8sm.uk)

### **Passport, Visa's and Health**

When travelling abroad from the UK, you will be required to produce your passport with the correct travel documentation. Passports should have at least six months validity on return to the UK. If for any reason you are refused to travel to your destination, 8 Sports Management Limited will not be liable in any way.

If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country to or through which you are intending to travel.

The Foreign and Commonwealth Office provides up to date information to help you make an informed decision about travelling abroad. Please visit [www.fco.gov.uk](http://www.fco.gov.uk) for further information.

It is expected that all clients will be in possession of an EHIC card (which has replaced the E111) and appropriate insurance for both travel and activities undertaken. Whilst 8 Sports Management Limited have a duty to ensure appropriate medical cover for all arranged activities and will where possible enable medical care and assistance where required, 8 Sports Management Limited will not be held accountable for any medical costs incurred by individuals, notably where EHIC and appropriate travel/activity insurance are not held.

8 Sports Management Limited will not be held responsible for any health costs as a result of pre-existing medical conditions nor injuries occurred whilst under the influence of alcohol, drugs or any other substance legal or otherwise.

### **Special Requests and Medical Problems**

If you have any special requests for your tour or suffer any pre-existing medical problems that need to be highlighted to the tour destination, please let us know at the time of booking. We will endeavour to make sure that any requests are carried out by the venues but cannot guarantee this and we are not liable for any request that is not fulfilled by the venue on your tour. If the venue feels the request is unsuitable or it can not be fulfilled, we will inform you immediately and we can discuss alternatives.

### **Travel Insurance**

La Manga Sports Tours Limited holds professional indemnity insurance which covers our liabilities should we be negligible. However, we highly recommend you purchase individual travel insurance as this covers a much wider scope. 8 Sports Management Limited do not accept any liability for any loss due to insufficient insurance acquired for your holiday.

### **Law**

Our terms and conditions, contracts and payments are subject to English Law and where applicable, the law in the country of the event.

### **Liability**

If the contract we have with you is not performed or is improperly performed by us we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. We will also pursue appropriate compensation on your behalf should any of the third party suppliers not perform in the expected manner. 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 in accordance with and/or in an identical manner to the contractual terms of the suppliers that provide the components of your holiday.

### **Weather Policy**

Should bad weather force the closure of the venue before your departure from the UK and no costs have been incurred, 8 Sports Management Limited will refund you the full balance of your holiday including your deposit. If costs have been incurred, these will be deducted and the remaining balance returned to you.

If you are unable to play due to inclement weather whilst on tour, we will, without guarantee and with the venues discretion, gain a full or partial refund and return this to you with no administrative charge.

Each venue has its own inclement weather policy and any refunds given are at the venues and 8 Sports Management Limited discretion.

8 Sports Management Limited cannot be held responsible should inclement weather prevail.

## **Data protection**

Your details will be held securely online and not be shared with third parties unless you give prior consent. Where email addresses are collected, these will be added to our email database and may be used from time to time to receive details of our events. Should you wish your email addresses not to be used for this purpose, please let us know at the time of booking.

## **Descriptions**

All descriptions of venues via our website are opinion-based on site visits and information given by the venues by themselves. We have gone to considerable effort to ensure the accuracy of descriptions and information. We are not always able to exercise control over all the components of the holiday arrangements and it may be possible that an advertised amenity be withdrawn or changed due to various reasons such as water conservation, renovation work, etc. We will advise you if we become aware of such a change but we cannot accept liability for loss, damage or inconvenience in such circumstances.

## **Behaviour**

We reserve the right in our absolute discretion to terminate, without notice, the holiday arrangements of any customer whose behaviour is such that it is likely, in our opinion or that of any other person in authority, to cause distress, danger, damage or annoyance to any of our other clients, employees, any third party or to property or if you are or appear to be unfit to travel (by coach or otherwise) by reason of intoxicating liquor, misuse of drugs or otherwise. In these circumstances, our responsibility for your journey or tour ceases. The full price of the tour will apply and no refunds will be given. Furthermore, we shall then be under no obligation whatsoever to pay you any compensation and you will be liable for any costs or expenses 8 Sports Management Limited incur as a result of your actions.

When you book a tour or place in a tournament with 8 Sports Management Limited, the lead booker is responsible for the entire group and any damage or loss caused on your holiday. Full payment for damage or loss is to be paid immediately to the venue. If you fail to do so, you will be responsible for all claims made against us together with any legal costs involved due to your, or a member of your party's, actions.

## **Luggage**

We cannot accept responsibility for any loss or damage or delay to your luggage unless directly caused by the negligence of one of our employees.

## **Playing kit**

Playing kits may be included in the package price and this will be specifically stated in the tour package details. Unless otherwise agreed, the playing kits provided will be required to be worn on the field of the play and be the outer layer of clothing.

The playing kit should be not be modified in anyway without prior consent.

Where no playing kit is provided, participants are expected to wear suitable kit for their chosen sport. Where participants choose to wear kit deemed unsuitable by 8 Sports Management Limited or third party representatives, they will be required to change or be removed from the field of play.

## **Room accounts**

Any unpaid room accounts will be billed to you after your tour and will incur an additional 20 euros admin fee.



## **Sports equipment**

If equipment is damaged not in the normal course of use, we will seek appropriate financial redress to replace the damaged item. The amount is payable immediately and is non-negotiable.

## **Hire vehicles**

Where hire vehicles have been provided, 8 Sports Management Limited will pay for standard insurance and the physical hire of the vehicle only. All other elements of the hire including petrol, collision damage waiver, super-waiver insurance and any other extras will be additional expenses and be paid for by you. Likewise, should a claim arise through either a fault of your own or the fault of a third party, you are liable for the insurance excess on any policy, whether that be a standard policy or additional waiver.

## **Tournament Specifics**

In addition to single team holidays, 8 Sports Management Limited will also hold a number of competitions where multiple teams will take part. This section details the additional terms and conditions (supplementary to those already listed in this document) of taking part in one of our tournaments.

Tournament prices are based on a specific number of teams taking part. Should we not be able to fulfil the required number, 8 Sports Management Limited reserve the right to amend the tournament. Typical amendment examples include a reduction in the prize fund or less guests of notoriety. In the unlikely event of this occurring, all teams will be notified of these changes and given the opportunity for refunds subject to the time constraints listed above. Similarly, we reserve the right to cap the number of teams taking part due to travel, accommodation and / or facility availability.

Individual (per person) prices are based on a squad size of a particular number. For example, the Ultimate Tour Soccer Sixes prices are based on even squad sizes with a minimum of 6. Where squad numbers do not confirm to the correct number, we reserve the right to levy an additional charge on individuals and teams.

Transfers to and from the airport may be delayed slightly if teams are arriving on different flights within a short time space of each other. If this is the case, you will be informed before you commence your journey. If the transfer delay is excessive, we will offer you an agreed compensation. Likewise, where return flights for different teams are close together, transfers will be co-ordinated to ensure the team with the earlier flight arrives at the airport in plenty of time. This may result in teams with later flights spending additional time at the airport before departure.

Where kit is provided (as detailed in the package specifics), 8 Sports Management Limited are free to negotiate commercial and sponsorship agreements with third parties as long as there is no conflict of interest with the venue. In the unlikely event that a participant has moral or commercial issues with wearing the sponsored kit, this needs to be brought to the attention of 8 Sports Management Limited at least 2 weeks prior to the tournament. If no such query is raised, all participants will be expected to wear any kits provided.

Where tournament playing kit is provided, participants will be expected to wear this throughout the tournament playing hours, on the field of play and for any potential official photographs. Outside of these hours, participants are free to wear their normal clothes. This is due to any sponsorship or commercial agreements.

In the event of an awards dinner where 'guests of notoriety' are invited, participants are expected to behave accordingly towards the guests. Any complaints from the 'guests of notoriety' will be actioned immediately with the removal of the person and / or persons. 8 Sports Management Limited reserve the right to charge the removed persons / team involved should they cause upset or otherwise to the 'guests of notoriety'.

Where specific 'guests of notoriety' become unavailable at short notice, 8 Sports Management Limited will endeavour to find a replacement. We cannot however be held responsible if the replacement is not deemed, in your opinion, to be suitable or not found.

Where tournaments are affected by weather, 8 Sports Management Limited accepts no liability for the non-completion of the event. Should there be sufficient time, we will look to reschedule games / reduce game length to ensure completion.

Any cash prizes will be given in Euros. There is no alternative in any other currency or denomination.

All prizes including medals and trophies will be presented at an awards dinner (if applicable) and not immediately after the final of the tournament. In the unlikely event where no awards dinner takes place, prizes will be presented after the completion of the tournament final.

All 'main' trophies are the property of 8 Sports Management Limited and are for photo purposes only. You may receive a replica trophy to take home with you. If 'main' trophies are removed from the awards dinner and not returned to 8 Sports Management Limited before an agreed date, a replacement fee of £400 will be payable by the lead name of the winners. Likewise, the fee is also payable if the 'main' trophy is damaged, lost, stolen or not returned in a suitable condition whilst not in the care of 8 Sports Management Limited.

Awards dinner will only be held outside in months where poor weather is very unlikely. In the unlikely event that the awards dinner is cancelled due to poor weather, we will endeavour to re-arrange the event should sufficient time be available. If there is not sufficient time or an alternative venue can not be sought, no refund will be given (force majeure).

8 Sports Management Limited reserves the right to change any part of the tournament at short notice should we deem it necessary.

Any team arriving late will automatically forfeit their game to opposition. 8 Sports Management Limited reserve the right to remove teams should continual lateness occur.

All teams are reminded about behaviour and conduct during the tournament both on and off the field of play. 8 Sports Management Limited reserves the right to remove a team from the competition and the venue should it be deemed necessary. Please also refer to the paragraph entitled 'behaviour'.

**Updated: July 2019**