



Hospitality Package Terms and Conditions – Sports Travel and Hospitality Limited (STH)

Terms

These Hospitality Package Booking Terms and Conditions (Terms) govern the purchase by you and the use by you and your Guests of Hospitality Package(s).

In purchasing or using a Hospitality Package from STH, you and all your Guests utilising a Hospitality Package shall be bound by and shall comply with the provisions contained in these Terms. Further, you and all Guests utilising a Hospitality Package shall be bound by and comply with the Event Terms and Conditions issued by the Rights Holder of the Event (Event Terms and Conditions).

Collectively, the Terms, the Booking Form, the Invoice and the Event Terms and Conditions shall be known as the Customer Agreement. Accordingly, you must ensure that you have read and understood the provisions of the Customer Agreement before purchasing Hospitality Package(s).

KEY PAYMENT TERM

100% of the Package Fee is payable at the time of booking and is **non-refundable** as described in 13.3 except in the case of cancellation pursuant to clauses 10.2, 11 or 13.3.

1. Definitions

- 1.1 The defined terms in relation to these Terms are set out in Appendix One.
- 1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.
- 1.3 Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.4 Where the context dictates in these Terms, the singular shall include the plural and vice versa and any gender includes the other gender.

2. Orders and Price

- 2.1 Pursuant to these Terms, you may issue a request to STH to purchase Hospitality Package(s) or STH shall make a proposal to you detailing the then current Hospitality Package available to purchase. You shall confirm to STH the number and type of Hospitality Package(s) required by you.
- 2.2 Following confirmation by you under clause 2.1 of the Hospitality Package(s) required, STH shall enquire with the Rights Holder as to availability of such Hospitality Package(s) and, where the Hospitality Package(s) requested are available, STH shall send you a Booking Form by email along with these Terms. You must complete and sign the Booking Form and return the signed Booking Form to STH. Subject at all times to the continued availability of the relevant Hospitality Package, on receipt of the signed Booking Form from you, STH shall issue a confirmation to you (Confirmation). Upon the dispatch of a Confirmation by STH to you, a binding contract shall form between you and STH (the Customer Agreement) and the monies for the Hospitality Packages stated on the signed Booking Form shall be due and payable in accordance with clause 3.
- 2.3 STH shall be under no binding commitment to provide any Hospitality Package in relation to an order for purchase, unless and until STH dispatches a Confirmation to you.
- 2.4 The contract in respect of the Hospitality Package(s) shall be between STH and you and the Customer Agreement shall apply to the purchase of such Hospitality Package(s).
- 2.5 The Customer Agreement shall supersede any proposal made to you by STH or any request made by you to STH.

3. Payment

3.1 The Package Fee will be due and payable in full at the time that the Order is placed by you.

3.2 If the Package Fee is not received by STH in full, STH shall be entitled (but not obliged) to terminate the Customer Agreement with immediate effect.

3.3 For the avoidance of doubt, all prices and any other charges quoted by STH under the Customer Agreement are inclusive of taxes (unless explicitly stated otherwise) but exclusive of any other duties and charges imposed or levied in connection with the supply of Travel Package(s) (including, but not limited to, and any postage and/or packaging) which shall be additionally payable by you.

3.4 All prices, unless otherwise specified, are stated in British pound sterling (GBP) per person.

3.5 You acknowledge that not all payment cards will be accepted by STH.

4. Delivery of Hospitality Packages

4.1 Provided the Package Fee (and any other charges) has been received in full by STH in accordance with clause 3 of these Terms, STH shall deliver the Event Documents and Tickets to the delivery address notified by you to STH in the Booking Form, unless STH notifies you of a different mode of delivery and/or collection of the Event Documents and Tickets.

4.2 Notwithstanding clause 4.1, it shall be your responsibility to arrange for an authorised representative to be present at the delivery address referred to in clause 4.1 to receive the relevant Event Documents and Tickets, and to notify STH of any change to such delivery address within a reasonable time prior to scheduled delivery.

4.3 In the event of any change to the delivery address designated under the preceding clause 4.1, you must provide STH with adequate notice of the change prior to the planned delivery date. In the event that you do not provide adequate notice of a change in delivery address, STH will not be responsible for any costs, damages or losses you incur in the event the Event Documents and Tickets are sent to the original delivery address designated by you in accordance with clause 4.1.

4.4 You must immediately inspect the contents of the Event Documents and Tickets delivered to it and shall notify STH immediately in the case of any mistake.

4.5 STH shall not be liable to you for any failure or delay in delivery of the Event Documents and/or Tickets that is not attributable to it.

5. No sponsorship rights or association with the Event

5.1 You expressly acknowledge and agree that the purchase of Hospitality Package(s) does not grant you (nor any Guest) any marketing or promotional rights with respect to STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event.

5.2 You must not and shall procure that each of your Guests shall not, unless you or any of your Guests are entitled to by virtue of an agreement with the Rights Holder itself, hold yourself out as a sponsor of, use any intellectual property connected with (including, without limitation, the official emblem, designations and mascots of the Event), or otherwise associate yourself or your Guests name in any manner whatsoever with the Event (or part thereof), STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event.

5.3 You must not (and shall procure that your Guests shall not) as a material condition of this Customer Agreement whether before, during or after the Event:

(a) use the Hospitality Package(s) (or any element thereof) for marketing or promotional purposes (including, without limitation, for use as a prize in competitions, lotteries, draws, charity promotions or sweepstakes); or

(b) conduct any promotional, advertising or marketing activity in connection with STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event.

5.4 You agree that neither you, your Guests nor any of your clients (as appropriate) shall have any right to promote themselves or their trade or business in any Hospitality Area or otherwise associate themselves with STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event or Rights Holder, unless expressly authorised by STH in writing. For the avoidance of doubt and without limitation to the generality of the foregoing, no corporate identification of you, your Guests or your clients (or any of them (as appropriate)) shall be permitted unless expressly authorised in writing by STH.

6. Hospitality Packages

6.1 You acknowledge and accept that access to the Venue and any Hospitality Area for which you have purchased a Hospitality Package is strictly limited to the date and the time indicated

in the Hospitality Package. For the avoidance of doubt, access to the locations where catering, beverage and/or other hospitality services are provided will be restricted to persons having the express right to access such locations.

6.2 STH reserves the right to substitute or amend a Hospitality Package (including without limitation any seats, areas or services initially allocated to you or pricing of packages) if such amendment is required:

- (a) in order to comply with local applicable laws in force during the Event; or
- (b) in order to reflect changes made by the Rights Holder or Venue Operator in connection with the staging of the Event or the provision of the Hospitality Packages. In such circumstances, STH shall notify you of the details of the new hospitality package.

7. Conduct

7.1 Each of the Hospitality Packages purchased by you are provided subject to the Customer Agreement.

7.2 You shall be responsible for notifying each Guest of the provisions of the Customer Agreement including without limitation the Event Terms and Conditions. You shall procure the full compliance of your Guests with the Customer Agreement including without limitation the Event Terms and Conditions.

7.3 You shall (and shall procure that your Guests shall) at all times comply with all directions and instructions of the competent authorities at all of the Venues at which they attend an Event (including, without limitation, the police).

7.4 Any breach of the Customer Agreement (including, for the avoidance of doubt and without limitation, the prohibitions on resale, transfer and commercial use) may result in the cancellation of the relevant Hospitality Package(s) purchased by you.

7.5 Without prejudice to the foregoing, you agree to use your best endeavours to ensure that your Guests comply with all rules and safety regulations established at each Venue and Hospitality Area and acknowledge that if you and/or your Guests are disruptive to the Event or the enjoyment, comfort or safety of other spectators (whether because under the influence of alcohol, narcotics or otherwise) you and/or your Guests (as applicable) may be refused admission or removed by the Rights Holder and/or Venue Operator.

7.6 If you or any of your Guests fails to comply with clauses 7.2, 7.3 or 7.4 or if the Rights Holder and/or Venue Operator removes you or your Guests pursuant to clause 7.5, you and/or your Guests (as applicable) shall have no right to a refund from STH and STH shall not have any liability whatsoever to you or your Guests.

7.7 You and your Guests shall at all times comply with all applicable laws in relation to the use of the Hospitality Package(s) including, without limitation, the Bribery Act 2010.

8. Ambush Marketing

8.1 You and your Guests are forbidden from using, possessing, selling or distributing any Prohibited Materials in the Venue and/or Hospitality Area. If you and/or any of your Guests is found with any such Prohibited Materials, the Rights Holder and/or Venue Operator may remove such items and/or remove you and/or your Guest (as applicable) from the Venue and/or Hospitality Area and/or refer you and/or your Guest (as applicable) to local authorities for investigation. If you and/or your Guest is removed in such circumstances, then you (including the relevant Guest) shall not be entitled to any refund and neither STH or the Rights Holder shall have any liability to you and/or your Guest as a result.

8.2 Without prejudice to clause 8.1, you and your Guests are strictly prohibited from possessing, selling or distributing any kind of promotional or commercial items in the Venue or Hospitality Area (including, without limitation, drinks, food, souvenirs, clothes and flyers). The Rights Holder and/or Venue Operator may remove such items and/ or remove you or your Guest (as applicable) from the Venue or Hospitality Area. If you or your Guest is removed in such circumstances, then you (including the relevant Guest) shall not be entitled to any refund and neither STH or the Rights Holder shall have any liability whatsoever to you or your Guest as a result.

9. Hospitality Package Restrictions

9.1 You represent and warrant that you are purchasing the Hospitality Package(s) for use by you and your Guests only. You shall not be entitled to resell, exchange or make available to any other person the Hospitality Package(s) or any element of the Hospitality Package(s) (including, without limitation, the Tickets).

- 9.2 You acknowledge that any Event Documents or Tickets (and any access/parking passes) that are damaged, defaced or unreadable may not be accepted by the Venue Operator for admission to the Venue or Hospitality Area.
- 9.3 STH shall not replace or reimburse you in respect of any lost, stolen, damaged, destroyed or defaced Event Document or Tickets (and any access/parking passes), save where the same occurs as a result of the negligent act or omission of STH.

10. Delay, Postponement and Cancellation of the Event

- 10.1 The times, dates and places of the Event or any part thereof may be modified without notice to you as a result of inclement weather conditions, unforeseen circumstances (including, without limitation, Force Majeure, safety and security concerns or a decision from the Rights Holder, the Venue Operator or any other competent authority). STH has no control over the running of or timings of the Event or any part thereof.
- 10.2 If the Event or any part thereof is cancelled (including being held behind closed doors or at a reduced capacity), postponed or relocated for any of the reasons referred to in clause 10.1, the Event Terms and Conditions shall apply. If a refund of the Hospitality Package is permitted in accordance with the Event Terms and Conditions, STH shall provide the refund directly to you as the purchaser of the Hospitality Package from STH; provided however, that STH shall not be required to refund any booking or operational expenses or other costs expended by STH prior to the date of cancellation (including, but not limited to, any postage and/or packaging).
- 10.3 Where a refund is sought, you must bring this to the attention of STH as soon as reasonably possible upon becoming aware of the cancellation, postponement or relocation.
- 10.4 You are advised to take out insurance to cover the risk and costs associated with a delay, interruption, rescheduling or postponed or cancelled Event.

11. Cancellation by you

Any cancellation of a Hospitality Package purchase must be given by notice in writing to STH within 24 hours of STH issuing the Confirmation, in which case STH will refund any monies paid by you in full. You will have no right to cancel the Hospitality Package or receive a refund more than 24 hours after STH has issued the Confirmation.

12. Liability

- 12.1 Save as expressly provided in these Terms, and except where the Hospitality Package(s) is sold to you in your capacity as a consumer (within the meaning of the Consumer Rights Act 2015), all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 12.2 Where you purchase Hospitality Package(s) in your capacity as a consumer, your statutory rights shall not be affected by these Terms.
- 12.3 Other than the specific remedies available to you referred to above, STH shall not be liable to you (or any of your Guests) by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the terms of the Customer Agreement, for any consequential loss or damage, any loss of profit (whether direct or indirect) or business or loss of future business or loss of enjoyment or otherwise, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of STH, its employees or agents or otherwise) which arise out of or in connection with the supply of Hospitality Package(s) (including Tickets) or their use.
- 12.4 Subject to clause 12.8, STH's total liability to you and your Guests whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the Package Fee paid in respect of the affected Hospitality Package(s).
- 12.5 You shall be responsible for all damage caused by you, your Guests and any other persons under your control.
- 12.6 You shall indemnify and hold STH harmless from and against all claims, costs, losses, damages, expenses, demands and liabilities suffered or incurred by STH as a result of a breach by you (or your Guests) of the Customer Agreement or in connection with, resulting from, or arising out of any and all acts or omissions of you (or your Guests).
- 12.7 You agree that the personal arrangements of you and your Guests in connection with the Hospitality Package(s) (including, without limitation, travel and accommodation) are entered into by you and your Guests at your own risk and that neither STH nor the Rights Holder shall

- be liable for any costs, losses, loss of enjoyment or wasted expenditure (including, without limitation, any indirect and/or consequential loss or damage) suffered by you or your Guests.
- 12.8 Nothing in this Customer Agreement is intended and nor shall it be construed as an attempt by any party to exclude or limit its liability for death or personal injury caused by its negligence, for its fraud or fraudulent misrepresentation or for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

13. Termination Events

- 13.1 You shall only be entitled to terminate the Customer Agreement in accordance with clauses 10.2, 11 and 13.3 of these Terms. Except for these cases, you may not withdraw an offer of, cancel or terminate the Customer Agreement in any case.
- 13.2 Without prejudice to any other rights STH may have, STH may terminate the Customer Agreement with immediate effect if:
- (a) you fail to make payment in accordance with clause 3; or
 - (b) in STH's reasonable opinion, you or any of your Guests is, or is likely to be, in breach of clauses 5, 8.1, 8.2 or 9.1.
- 13.3 Either party may terminate a Customer Agreement with immediate effect if:
- (a) the other party is in material breach of any term of these Terms and such breach is not capable of remedy;
 - (b) the other party is in material breach of any term of these Terms and (where capable of remedy) such breach is not remedied within thirty (30) days of notice to do so; or
 - (c) the other party becomes subject to an Insolvency Event.
- 13.4 If notice of termination is given by STH to you pursuant to clause 13.2 or 13.3, STH may, in addition to terminating the Customer Agreement:
- (a) require that you immediately pay any money due to STH;
 - (b) cancel all your orders confirmed by STH pursuant to clause 2 prior to the date of termination;
 - (c) be regarded as discharged from any further obligations under the Customer Agreement; and
 - (d) pursue any additional or alternative remedies provided by law, except as otherwise provided in the Customer Agreement.
- 13.5 Termination of the Customer Agreement shall not affect the rights or liabilities of either party accrued prior to termination or any terms intended expressly or by implication to survive termination.

14. Notices

- 14.1 Any communication to be given in connection with these Terms shall be in writing in English and shall either be delivered by hand or sent by first class post or email to the address of the relevant party. The parties shall notify each other of such details at the time of your booking. In the case of a change in your contact details, you shall promptly notify STH of the changed details. In the case of a change in STH's contact details, these shall be posted on its website.
- 14.2 A communication sent according to clause 14.1 shall be deemed to have been received:
- (a) if delivered by hand, at the time of delivery;
 - (b) if sent by first class post or courier, on the second day after posting; or
 - (c) if sent by email, at the time of completion of transmission by the sender.
- 14.3 If, under the preceding provisions of clause 14.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9.30 am to 5.30 pm on a day other than a Saturday, Sunday or public holiday in the United Kingdom (Business Day), it shall be deemed to have been received at 9.30 am on the next Business Day.

15. Entire agreement, no waiver, and amendments

- 15.1 The Customer Agreement constitutes the whole agreement and understanding between the parties with respect to the subject matter of the Customer Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to the subject matter of the Customer Agreement. you acknowledge that you have not entered into the Customer Agreement in reliance on any statement or representation, whether or not made by STH, except in so far as the representation has been incorporated into the Customer Agreement.
- 15.2 No amendment to the Customer Agreement shall be effective unless made in writing and signed by the parties or their duly authorised representatives.

16. Severance

If any provision of the Customer Agreement is declared invalid or unenforceable by any court or authority of competent jurisdiction:

- (a) all other provisions of the Customer Agreement shall remain in full force and effect and shall not in any way be impaired; and
- (b) the parties shall meet and agree to a replacement provision which is as close as is legally permissible to the provision found invalid, or unenforceable.

17. Force Majeure

- 17.1 STH shall not be liable to you or any Guest for its inability to perform any obligations under the Customer Agreement caused by a Force Majeure Event.
- 17.2 If the relevant Force Majeure Event continues for a period of thirty (30) days or longer, STH may terminate the Customer Agreement (provided that such Force Majeure Event is continuing at the date of termination), and you may claim a refund; provided however, that STH shall be allowed to deduct an amount equal to any booking or operational expenses or other costs expended by STH prior to the date of cancellation from the amount to be refunded hereunder.
- 17.3 Unless the Customer Agreement is terminated pursuant to clause 17.3, STH shall notify you promptly when performance of its obligations under the Customer Agreement resume.

18. Personal Data

- 18.1 STH is the data controller of the personal data which is collected about you (and your Guests) in connection with the administration of any Hospitality Package purchased from STH.
- 18.2 The personal data which STH collects includes your (and your Guest's) name and any other details you provide (or is provided on your behalf), such as contact details and any dietary requirements or mobility restrictions.
- 18.3 STH will use your (and your Guest's) personal data for the purposes of facilitating the booking of Hospitality Packages in accordance with these Terms and may share such data with the Rights Holder in connection with the organisation and delivery of the Hospitality Package.
- 18.4 Where personal data is shared with the Rights Holder such personal data will be processed in accordance with the Rights Holder's privacy policy (which is available on the Right Holder's website or on request).
- 18.5 Provided you have specifically granted consent in the Booking Form, your personal data can be used in order to provide you with marketing materials from STH and/ or the Rights Holder (as applicable).
- 18.6 Where any requests are made to STH in relation to any mobility or dietary requirements you (and your Guests) may have, such requests will be deemed as your (and/ or your Guest's) consent for STH to process information relating to your (and/or your Guest's) mobility or dietary needs to enable STH to attempt to facilitate such requests. 18.7 For more information regarding the handling of personal information in relation to the purchase of Hospitality Packages, please consult the STH Privacy Policy at: <https://sportstravelhospitality.com/privacy-policy/>. You and your Guests agree that personal information collected from you and your Guests in relation to the purchase of Hospitality Packages will be treated in accordance with the provisions of the STH Privacy Policy.
- 18.8 If you have any questions about how STH collects and processes personal data, or about the STH Privacy Policy, please contact privacy@sthgroup.uk. For details of your rights regarding your personal data including the right to lodge a complaint with a supervisory authority, please refer to the STH Privacy Policy.

19. Rights of Third Parties

Any person (other than the Rights Holder, the Venue Operator or any authorised person) not party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

20. Age Policy

Children under the age of 16 are not permitted into the Hospitality Areas unless accompanied by a responsible adult over the age of 18 who holds a valid hospitality pass.

21. Conflict

If there is any conflict or ambiguity between the terms of the documents listed:

- (a) these Terms;
- (b) the Event Terms and Conditions;
- (c) the Booking Form; and
- (d) the Invoice,

a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

22. Governing law and jurisdiction

The Customer Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. The parties hereby submit to the non-exclusive jurisdiction of the English courts.

APPENDIX ONE – DEFINITIONS

In these Terms, the words and expressions set out below shall, unless the context otherwise requires, have the following meanings:

Booking Form means the standard form sent by STH to you in relation to Hospitality Package(s) as part of the ordering process;

Consumer means a private individual defined as a ‘consumer’ in accordance with the relevant UK consumer protection legislation;

Event means the event listed on the Booking Form;

Event Documents means some or all of the following as provided by the Rights Holders as part of the Hospitality Package(s):

- (a) presentation wallet; (b) itinerary; (c) Venue location map; (d) hospitality pass for access to the relevant Hospitality Area; and (e) car park pass (where applicable);

Event Terms and Conditions means the Ticket Terms and Conditions and/or the Terms and Conditions for Hospitality Services at the Event (as applicable), available at the Rights Holder’s website;

Force Majeure Event means any event or circumstances beyond the reasonable control of STH (including, but not limited to, industrial or civil disputes, war, governmental action, decision by the Rights Holder or Venue Operator, riot, fire, flood, drought, other natural disaster or act of God, riot, crowd disorder, civil commotion, military operations, explosion, structural damage, terrorism (including the threat of terrorism) and epidemics, legislation, regulation, ruling or omission, shortage of power supplies, strike, lock-out, boycotts or other industrial action, etc.);

Guest means any guest utilising a Hospitality Package purchased by you;

Hospitality Area means all areas for which Hospitality Packages are provided, including (without limitation):

- (a) in respect of those Hospitality Packages where the hospitality element of the package is located within the Venue, that area containing a defined number of seats and the function space used in connection with those seats; and
- (b) in respect of those Hospitality Packages where the hospitality element of the package is located outside the Venue (for example, in temporary structures or existing facilities such as (without limitation) sports halls, restaurants, hotels or reception areas), those areas to which access is limited and controlled for the benefit of customers that have purchased Hospitality Packages for the Event;

Hospitality Package means a hospitality package provided by the Rights Holder which is sold by STH to you;

Insolvency Event occurs when:

- (a) a party becomes insolvent or is unable to pay its debts as they fall due;
- (b) an order is made or resolution passed or purported to be passed for liquidation of a party, or a liquidator, a receiver, statutory manager, or similar official, is otherwise appointed to that party;
- (c) a party suspends or threatens to suspend payment of its debts
- (d) a party ceases to trade or carry on the whole or substantial part of its business;
- (e) any security is enforced against the whole or a material part of a party’s assets or undertaking; or
- (f) any other insolvency event or proceeding analogous to any of the foregoing occurring in relation to a party in any foreign jurisdiction;

Invoice means any invoice rendered to you by STH in respect of Hospitality Packages purchased by you from STH;

Package Fee means the price of the relevant Hospitality Package as notified to STH or advertised by the Rights Holder, which is inclusive of taxes, but exclusive of duties and charges imposed or levied in connection with the supply of the Hospitality Packages (including, but not limited to, any postage and/or packaging) which shall be paid by you in addition to the Package Fee as detailed in the Invoice;

Prohibited Materials means:

- (a) banners or other signs bearing (in the opinion of STH, the Rights Holder or the Venue Operator) commercial, offensive or provocative messages;
- (b) promotional and commercial objects and materials of whatever nature (including, but not limited to, documents, leaflets, badges, signs, symbols and banners, uniforms and clothing);
- (c) any promotional or commercial items of whatever nature that incorporate the logos, branding, get-up of or slogans associated with you or any of your Guests; and
- (d) any other objects or materials identified as such by the Venue Operator that may affect the reputation of STH, the Rights Holder, the Event or the Event's official sponsors;

Rights Holder means the provider of the Hospitality Packages and the Event as specified on the Booking Form;

STH means Sports Travel and Hospitality Limited, a company registered in England and Wales under company number 07322743 of 1 Southampton Row, London, WC1B 5HA, United Kingdom;

Tickets means tickets for the Event;

you, your means the end-customer that purchases (or otherwise obtains) Hospitality Package(s) from STH;

Venues means the location at which the Event is taking place; and

Venue Operator means:

- (a) the owner and/or operator of a Venue or Hospitality Area and their personnel;
- (b) stewards or other officials at a Venue or Hospitality Area; and
- (c) police officers or other law enforcement or security officials at a Venue or Hospitality Area.

Travel Package Terms and Conditions – Sports Travel and Hospitality Limited (STH)

Terms

These Travel Package Terms and Conditions (**Terms**) govern the purchase by you and the use by you and your Guests of Travel Package(s).

In purchasing or using a Travel Package from STH, you and all your Guests utilising a Travel Package shall be bound by and shall comply with the provisions contained in these Terms. Further, you and all Guests utilising a Travel Package shall be bound by and comply with the Event Terms and Conditions issued by the Rights Holder of the Event (**Event Terms and Conditions**).

Collectively, the Terms, the Event Terms and Conditions and any terms and conditions in respect of your Accommodation shall be known as the **Customer Agreement**. Accordingly, you must ensure that you have read and understood the provisions of the Customer Agreement before purchasing Travel Package(s).

KEY PAYMENT TERM

100% of the Package Fee is payable at the time of booking and is **non-refundable** as described in 13.3 except in the case of cancellation pursuant to clauses 2.7 or 13.1.

NOTE: In the event that you cancel your booking, other than pursuant to clauses 2.7 or 13.1, the cancellation fees in clause 13.3 will apply.

1. Definitions

- 1.1 The defined terms in relation to these Terms are set out in Appendix One.
- 1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.
- 1.3 Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.4 Where the context dictates in these Terms, the singular shall include the plural and vice versa and any gender includes the other gender.

2. Orders and Price

- 2.1 Pursuant to these Terms, you may place an order with STH to purchase Travel Package(s) in which you shall confirm to STH the number and type of Travel Package(s) required by you (an **Order**). The monies for the Travel Packages shall be due and payable in accordance with clause 3 at the point that this Order is placed.
- 2.2 The number of Travel Packages available for purchase for each type of Travel Package are limited. The number of Travel Packages that you may purchase for the Event will be determined by us in our sole discretion.
- 2.3 Subject to the continued availability of the relevant Travel Package on receipt of your Order, STH shall issue a confirmation to you (**Confirmation**). Upon the dispatch of a Confirmation by STH to you, a binding contract shall form between you and STH (the **Customer Agreement**).
- 2.4 STH shall be under no binding commitment to provide any Travel Package in relation to an Order for purchase, unless and until STH dispatches a Confirmation to you.
- 2.5 The contract in respect of the Travel Package(s) shall be between STH and you and the Customer Agreement shall apply to the purchase of such Travel Package(s).
- 2.6 Please note that for contractual reasons, the Package Fee cannot be itemised. The Package Fee only includes the services specified in your itinerary. Any personal incidental costs incurred during travel are excluded.
- 2.7 Prices are based on supplier costs, exchange rates, taxes, levies, and surcharges at the time of publication. Prices are subject to change due to currency fluctuations, inflation and/or increase in supplier costs and regulatory charges at any time until full payment is received. If we advise you that the price of the Package has changed substantially pursuant to this clause 2.7, you have the right to cancel your booking in accordance with clause 13.5 and we will refund your Package Fee to you.

- 2.8 Any amendment made to the Travel Package at your request within 60 days of travel may incur an administrative fee, in addition to any fees charged by suppliers. No changes are permitted within 14 days of the travel date.
- 2.9 Please note that STH cannot be held responsible where the position or perceived quality of your seat at the Event does not meet your personal expectations.

3. Payment

- 3.1 The Package Fee will be due and payable in full at the time that the Order is placed by you.
- 3.2 If the Package Fee is not received by STH in full, STH shall be entitled (but not obliged) to terminate the Customer Agreement with immediate effect.
- 3.3 For the avoidance of doubt, all prices and any other charges quoted by STH under the Customer Agreement are inclusive of taxes (unless explicitly stated otherwise) but exclusive of any other duties and charges imposed or levied in connection with the supply of Travel Package(s) (including, but not limited to, and any postage and/or packaging) which shall be additionally payable by you.
- 3.4 All prices, unless otherwise specified, are stated in British pound sterling (GBP) per person.
- 3.5 You acknowledge that not all payment cards will be accepted by STH.

4. Accommodation

- 4.1 While we will do everything possible to secure your preferred room request with the hotel, we are unable to guarantee these requests due to limitations on the number and types of rooms available.
- 4.2 Hotel and facility descriptions on the STH website and other publications are based on current hotel guides and information provided by suppliers and may change at any time. Pictures may not show the particular room, décor, view, or other specifications included in your Travel Package.
- 4.3 Bonds or credit card imprints may be required by hotels. These are usually requested by the hotel at the time of check-in.
- 4.4 STH will not be responsible for any costs charged by hotels due to damage caused by you or your Guests, or for the return of any part of a bond payment.
- 4.5 You shall indemnify and hold STH harmless from and against all claims, costs, losses, damages, expenses, demands and liabilities suffered or incurred by STH as a result of a breach by you (or your Guests) of these Terms or in connection with, resulting from, or arising out of any and all acts or omissions of you (or your Guests).
- 4.6 If any Add-ons are included as part of your Travel Package, these Terms will apply to such Add-ons.

5. Delivery of Travel Packages

- 5.1 Provided the Package Fee and full amount of any other charges has been received in full by STH in accordance with clause 3 of these Terms, STH shall deliver the Package Documents and Tickets to the delivery address notified by you to STH in your Order, unless STH notifies you of a different mode of delivery and/or collection of the Package Documents and Tickets.
- 5.2 Notwithstanding clause 5.1, it shall be your responsibility to arrange for an authorised representative to be present at the delivery address referred to in clause 5.1 to receive the relevant Package Documents and Tickets, and to notify STH of any change to such delivery address within a reasonable time prior to the scheduled delivery.
- 5.3 In the event that you do not provide adequate notice of a change in delivery address, STH will not be responsible for any costs, damages or losses you incur in the event the Package Documents and Tickets are sent to the original delivery address designated by you in accordance with clause 5.1.
- 5.4 You must immediately inspect the contents of the Package Documents and Tickets delivered to you and shall notify STH immediately in the case of any mistake.
- 5.5 STH shall not be liable to you for any failure or delay in delivery of the Package Documents and/or Tickets that is not attributable to STH.

6. Passport and visa requirements

- 6.1 If your Travel Package includes services fulfilled outside of the United Kingdom, you will need a current passport that must be valid for at least six months after your return to the United Kingdom.
- 6.2 You must check passport, visa, immigration, health, and customs regulations and requirements well in advance, including any requirements to be vaccinated. It is your responsibility to ensure

you have the correct documentation to allow your entry overseas and/or return to the United Kingdom.

- 6.3 It is your sole responsibility to ensure you meet all of the requirements for entry into the destination country. STH will not be liable in any way if you are declined permission to enter into any country or destination.
- 6.4 Official travel advice issued by the UK Government is available by visiting their website at <https://www.gov.uk/foreign-travel-advice>. We recommend that you review this information both prior to making your booking and prior to departure.

7. No sponsorship rights or association with the Event

- 7.1 You expressly acknowledge and agree that the purchase of Travel Package(s) does not grant you (nor any Guest) any marketing or promotional rights with respect to STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event.
- 7.2 You must not and shall procure that each of your Guests shall not, unless you or any of your Guests are entitled to by virtue of an agreement with the Rights Holder itself, hold yourself out as a sponsor of, use any intellectual property connected with (including, without limitation, the official emblem, designations and mascots of the Event), or otherwise associate yourself or your Guests name in any manner whatsoever with the Event (or part thereof), STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event.
- 7.3 You must not (and shall procure that your Guests shall not) as a material condition of this Customer Agreement whether before, during or after the Event:
 - (a) use the Travel Package(s) (or any element thereof) for marketing or promotional purposes (including, without limitation, for use as a prize in competitions, lotteries, draws, charity promotions or sweepstakes); or
 - (b) conduct any promotional, advertising or marketing activity in connection with STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event.
- 7.4 You agree that neither you, your Guests nor any of your clients (as appropriate) shall have any right to promote themselves or their trade or business in any part of the Venue or otherwise associate themselves with STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event or Rights Holder, unless expressly authorised by STH in writing. For the avoidance of doubt and without limitation to the generality of the foregoing, no corporate identification of you, your Guests or your clients (or any of them (as appropriate)) shall be permitted unless expressly authorised in writing by STH.

8. Travel Package Changes

- 8.1 Because Travel Packages are planned several months in advance, we may occasionally need to make changes to Travel Package inclusions. We reserve the right to make changes to your itinerary at any time.
- 8.2 We will advise you of changes to your Travel Package(s) at the earliest possible date.
- 8.3 Some suppliers of the services included in your Travel Package(s) reserve the right to cancel or amend the services they provide. As such, STH will use reasonable endeavours to provide alternative services, however we cannot be held responsible for any such changes imposed by the supplier.
- 8.4 STH reserves the right to substitute or amend a Travel Package (including without limitation any seats, areas or services initially allocated to you or pricing of packages) if such amendment is required:
 - (a) in order to comply with local applicable laws in force during the Event; or
 - (b) in order to reflect changes made by the Rights Holder or Venue Operator in connection with the staging of the Event or the provision of the Travel Packages. In such circumstances, STH shall notify you of the details of the new Travel package.

9. Conduct

- 9.1 Each of the Travel Packages purchased by you are provided subject to the Customer Agreement.
- 9.2 You shall be responsible for notifying each Guest of the provisions of the Customer Agreement including without limitation the Event Terms and Conditions. You shall procure the full compliance of your Guests with the Customer Agreement including without limitation the Event Terms and Conditions.
- 9.3 You shall (and shall procure that your Guests shall) at all times comply with all directions and instructions of the competent authorities at all of the Venues at which they attend an Event (including, without limitation, the police).

- 9.4 Any breach of the Customer Agreement (including, for the avoidance of doubt and without limitation, the prohibitions on resale, transfer and commercial use) may result in the cancellation of the relevant Travel Package(s) purchased by you.
- 9.5 Without prejudice to the foregoing, you agree to use your best endeavours to ensure that your Guests comply with all rules and safety regulations established at each Venue and Accommodation.
- 9.6 You acknowledge that if you and/or your Guests are disruptive to the Event or the enjoyment, comfort or safety of other spectators (whether because under the influence of alcohol, narcotics or otherwise) you and/or your Guests (as applicable) may be refused admission or removed by the Rights Holder and/or Venue Operator.
- 9.7 If you or any of your Guests fails to comply with clauses 9.2, 9.3, 9.4 or 9.5 or if the Rights Holder and/or Venue Operator removes you or your Guests pursuant to clause 9.6, you and/or your Guests (as applicable) shall have no right to a refund from STH and STH shall not have any liability whatsoever to you or your Guests.
- 9.8 You and your Guests shall at all times comply with all applicable laws in relation to the use of the Travel Package(s) including, without limitation, the Bribery Act 2010.

10. Ambush Marketing

- 10.1 You and your Guests are forbidden from using, possessing, selling or distributing any Prohibited Materials in the Venue. If you and/or any of your Guests is found with any such Prohibited Materials, the Rights Holder and/or Venue Operator may remove such items and/or remove you and/or your Guest (as applicable) from the Venue and/or refer you and/or your Guest (as applicable) to local authorities for investigation. If you and/or your Guest is removed in such circumstances, then you (including the relevant Guest) shall not be entitled to any refund and neither STH or the Rights Holder shall have any liability to you and/or your Guest as a result.
- 10.2 Without prejudice to clause 10.1, you and your Guests are strictly prohibited from possessing, selling or distributing any kind of promotional or commercial items in the Venue (including, without limitation, drinks, food, souvenirs, clothes and flyers). The Rights Holder and/or Venue Operator may remove such items and/or remove you or your Guest (as applicable) from the Venue. If you or your Guest is removed in such circumstances, then you (including the relevant Guest) shall not be entitled to any refund and neither STH or the Rights Holder shall have any liability whatsoever to you or your Guest as a result.

11. Travel Package Restrictions

- 11.1 You represent and warrant that you are purchasing the Travel Package(s) for use by you and your Guests only. You shall not be entitled to resell, exchange or make available to any other person the Travel Package(s) or any element of the Travel Package(s) (including, without limitation, the Tickets).
- 11.2 You acknowledge that any Package Documents or Tickets (and any access/parking passes) that are damaged, defaced or unreadable may not be accepted by the Venue Operator for admission to the Venue or Accommodation.
- 11.3 STH shall not replace or reimburse you in respect of any lost, stolen, damaged, destroyed or defaced Package Document or Tickets (and any access/parking passes), save where the same occurs as a result of the negligent act or omission of STH.

12. Delay, Postponement and Cancellation of the Event

- 12.1 The times, dates and places of the Event or any part thereof may be modified without notice to you as a result of inclement weather conditions, unforeseen circumstances (including, without limitation, Force Majeure, safety and security concerns or a decision from the Rights Holder, the Venue Operator or any other competent authority). STH has no control over the running of or timings of the Event or any part thereof.
- 12.2 If the Event or any part thereof is cancelled (including being held behind closed doors or at a reduced capacity), postponed or relocated for any of the reasons referred to in clause 10.1, the Event Terms and Conditions shall apply. If a refund of the Ticket price is permitted in accordance with the Event Terms and Conditions, STH shall provide the refund directly to you as the purchaser of the Ticket from STH; provided however, that STH shall not be required to refund the cost of your Accommodation or any booking or operational expenses or other costs expended by STH prior to the date of cancellation (including, but not limited to, any postage and/or packaging).
- 12.3 Where a refund is sought, you must bring this to the attention of STH as soon as reasonably possible upon becoming aware of the cancellation, postponement or relocation.

- 12.4 If your Travel Package has already commenced prior to the Event being cancelled, the rest of the Travel Package will be unaffected by the Event cancellation and we will continue to provide you with the agreed services
- 12.5 You are advised to take out insurance to cover the risk and costs associated with a delay, interruption, rescheduling or postponed or cancelled Event. All entitlements to refunds under this clause 12 are subject to you making a claim against any applicable travel insurance policy that you have obtained in the first instance. STH will not provide any refunds for amounts already covered under your travel insurance policy.
- 12.6 You acknowledge that governments, either at local or national level, may impose border restrictions or any other Covid-19 restrictions at any time. In the event covid-19 restrictions are imposed by any government at a local or national level, STH will not be liable for any additional costs incurred by you as a result of the restrictions, including but not limited to, the cost of quarantine or isolation at a managed isolation facility and/or any additional accommodation, travel and incidental expenses not included in your Travel Package.

13. Cancellation by you

- 13.1 **Cooling off period:** Upon receipt of the Confirmation in respect of your Travel Package(s) you will have a 24 hour cooling off period during which time you may cancel your booking and will receive a full refund of any monies paid by you.
- 13.2 All cancellations must be advised in writing by post or email from the person who made the booking and are only effective from the date they are received by our office.
- 13.3 Subject to Clause 13.1 above, the following scale of cancellation fees will apply:

Time before the Event commencement	Cancellation fee as a % of the total Package Fee
More than 90 days	50% Non-refundable
Less than 90 days	100% Non-refundable

- 13.4 Most of our arrangements with suppliers are non-refundable and we are under no obligation to pursue any of our suppliers for refunds.
- 13.5 Should you decide to cancel under clause 2.7, you must exercise your right to do so within 14 days of the issue date printed on your revised invoice. On receipt of your notification that you wish to cancel, we will refund your monies to you in full, and we will have no further liability to you.
- 13.6 Once your package services have commenced, refunds will not be provided where due to illness or personal choice you do not utilise part of or all of the Travel Package inclusions.

14. Liability

- 14.1 Save as expressly provided in these Terms, and except where the Travel Package(s) is sold to you in your capacity as a consumer (within the meaning of the Consumer Rights Act 2015), all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 14.2 Where you purchase Travel Package(s) in your capacity as a consumer, your statutory rights shall not be affected by these Terms.
- 14.3 Other than the specific remedies available to you referred to above, STH shall not be liable to you (or any of your Guests) by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the terms of the Customer Agreement, for any consequential loss or damage, any loss of profit (whether direct or indirect) or business or loss of future business or loss of enjoyment or otherwise, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of STH, its employees or agents or otherwise) which arise out of or in connection with the supply of Travel Package(s) (including Tickets) or their use.
- 14.4 Subject to clause 14.8, STH's total liability to you and your Guests whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the Package Fee paid in respect of the affected Travel Package(s).
- 14.5 You shall be responsible for all damage caused by you, your Guests and any other persons under your control.
- 14.6 You shall indemnify and hold STH harmless from and against all claims, costs, losses, damages, expenses, demands and liabilities suffered or incurred by STH as a result of a breach by you (or your Guests) of the Customer Agreement or in connection with, resulting from, or arising out of any and all acts or omissions of you (or your Guests).

- 14.7 You agree that the personal arrangements of you and your Guests in connection with the Travel Package(s) (including, without limitation, travel) are entered into by you and your Guests at your own risk and that neither STH nor the Rights Holder shall be liable for any costs, losses, loss of enjoyment or wasted expenditure (including, without limitation, any indirect and/or consequential loss or damage) suffered by you or your Guests.
- 14.8 Nothing in this Customer Agreement is intended and nor shall it be construed as an attempt by any party to exclude or limit its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

15. Termination Events

- 15.1 You shall only be entitled to terminate the Customer Agreement in accordance with clauses 2.7, 13.1 and 13.3 of these Terms. Except for these cases, you may not withdraw an offer of, cancel or terminate the Customer Agreement in any case.
- 15.2 Without prejudice to any other rights STH may have, STH may terminate the Customer Agreement with immediate effect if:
- (a) you fail to make payment in accordance with clause 3; or
 - (b) in STH's reasonable opinion, you or any of your Guests is, or is likely to be, in breach of clauses 7, 10.1, 10.2 or 11.1.
- 15.3 Either party may terminate a Customer Agreement with immediate effect if:
- (a) the other party is in material breach of any term of these Terms and such breach is not capable of remedy;
 - (b) the other party is in material breach of any term of these Terms and (where capable of remedy) such breach is not remedied within thirty (30) days of notice to do so; or
 - (c) the other party becomes subject to an Insolvency Event.
- 15.4 If notice of termination is given by STH to you pursuant to clause 15.2 or 15.3, STH may, in addition to terminating the Customer Agreement:
- (a) require that you immediately pay any money due to STH;
 - (b) cancel all your Orders confirmed by STH pursuant to clause 2 prior to the date of termination;
 - (c) be regarded as discharged from any further obligations under the Customer Agreement; and
 - (d) pursue any additional or alternative remedies provided by law, except as otherwise provided in the Customer Agreement.
- 15.5 Termination of the Customer Agreement shall not affect the rights or liabilities of either party accrued prior to termination or any terms intended expressly or by implication to survive termination.

16. Notices

- 16.1 Any communication to be given in connection with these Terms shall be in writing in English and shall either be delivered by hand or sent by first class post or email to the address of the relevant party. The parties shall notify each other of such details at the time of your booking. In the case of a change in your contact details, you shall promptly notify STH of the changed details. In the case of a change in STH's contact details, these shall be posted on its website.
- 16.2 A communication sent according to clause 16.1 shall be deemed to have been received:
- (a) if delivered by hand, at the time of delivery;
 - (b) if sent by first class post or courier, on the second day after posting; or
 - (c) if sent by email, at the time of completion of transmission by the sender.
- 16.3 If, under the preceding provisions of clause 16.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9.30 am to 5.30 pm on a day other than a Saturday, Sunday or public holiday in the United Kingdom (Business Day), it shall be deemed to have been received at 9.30 am on the next Business Day.

17. Entire agreement, no waiver, and amendments

- 17.1 The Customer Agreement constitutes the whole agreement and understanding between the parties with respect to the subject matter of the Customer Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to the subject matter of the Customer Agreement. you acknowledge that you have not entered into the Customer Agreement in reliance on any statement or representation, whether or not made by STH, except in so far as the representation has been incorporated into the Customer Agreement.

17.2 No amendment to the Customer Agreement shall be effective unless made in writing and signed by the parties or their duly authorised representatives.

18. Severance

If any provision of the Customer Agreement is declared invalid or unenforceable by any court or authority of competent jurisdiction:

- (a) all other provisions of the Customer Agreement shall remain in full force and effect and shall not in any way be impaired; and
- (b) the parties shall meet and agree to a replacement provision which is as close as is legally permissible to the provision found invalid, or unenforceable.

19. Force Majeure

- 19.1 STH shall not be liable to you or any Guest for its inability to perform any obligations under the Customer Agreement caused by a Force Majeure Event.
- 19.2 If the relevant Force Majeure Event continues for a period of thirty (30) days or longer, STH may terminate the Customer Agreement (provided that such Force Majeure Event is continuing at the date of termination), and you may claim a refund; provided however, that STH shall be allowed to deduct an amount equal to any booking or operational expenses or other costs expended by STH prior to the date of cancellation from the amount to be refunded hereunder.
- 19.3 Unless the Customer Agreement is terminated pursuant to clause 19.3, STH shall notify you promptly when performance of its obligations under the Customer Agreement resume.

20. Personal Data

- 20.1 STH is the data controller of the personal data which is collected about you (and your Guests) in connection with the administration of any Travel Package purchased from STH.
- 20.2 The personal data which STH collects includes your (and your Guest's) name and any other details you provide (or is provided on your behalf), such as contact details and any dietary requirements or mobility restrictions.
- 20.3 STH will use your (and your Guest's) personal data for the purposes of facilitating the booking of Travel Packages in accordance with these Terms and may share such data with the Rights Holder in connection with the organisation and delivery of the Travel Package.
- 20.4 Where personal data is shared with the Rights Holder such personal data will be processed in accordance with the Rights Holder's privacy policy (which is available on the Right Holder's website or on request).
- 20.5 Provided you have specifically granted consent when you place your Order, your personal data can be used in order to provide you with marketing materials from STH and/or the Rights Holder (as applicable).
- 20.6 Where any requests are made to STH in relation to any mobility or dietary requirements you (and your Guests) may have, such requests will be deemed as your (and/or your Guest's) consent for STH to process information relating to your (and/or your Guest's) mobility or dietary needs to enable STH to attempt to facilitate such requests.
- 20.7 For more information regarding the handling of personal information in relation to the purchase of Travel Packages, please consult the STH Privacy Policy. You and your Guests agree that personal information collected from you and your Guests in relation to the purchase of Travel Packages will be treated in accordance with the provisions of the STH Privacy Policy.
- 20.8 If you have any questions about how STH collects and processes personal data, or about the STH Privacy Policy, please contact DataProtection.UKandIE@sodexo.com. For details of your rights regarding your personal data including the right to lodge a complaint with a supervisory authority, please refer to the STH Privacy Policy.

21. Rights of Third Parties

Any person (other than the Rights Holder, the Venue Operator or any authorised person) not party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

22. Conflict

If there is any conflict or ambiguity between the terms of the documents listed:

- (a) these Terms;
- (b) the Event Terms and Conditions; and
- (c) any Accommodation terms and conditions;

a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

23. Governing law and jurisdiction

The Customer Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. The parties hereby submit to the non-exclusive jurisdiction of the English courts.

24. ABTOT

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Sports Travel and Hospitality Limited (membership no: 5524), and in the event of their insolvency, protection is provided for:

- Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Sports Travel and Hospitality Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

You can find out more about ABTOT here: <https://www.abtot.com/>

25. Dealing with complaints

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. A fee is payable by each party when an application for arbitration is submitted.

Details of this scheme are available from The Travel Industry Arbitration Service, administered by:

Dispute Settlement Services
9 Savill Road
Lindfield
West Sussex
RH16 2NY
E-mail: admin@disputesettlementservices.co.uk

This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per Order, or not solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, or solely or mainly in respect of a discrimination claim or any claim under the Equality Act.

APPENDIX ONE – DEFINITIONS

In these Terms, the words and expressions set out below shall, unless the context otherwise requires, have the following meanings:

Accommodation means the accommodation that forms part of your Travel Package;

Add-on means any product or service that is included at any time as an additional element to the initial Travel Package.

Consumer means a private individual defined as a 'consumer' in accordance with the relevant UK consumer protection legislation;

Event means the event listed on your Order;

Event Terms and Conditions means the Ticket Terms and Conditions and/or the Terms and Conditions for Travel Services at the Event (as applicable), available at the Rights Holder's website;

Force Majeure Event means any event or circumstances beyond the reasonable control of STH (including, but not limited to, industrial or civil disputes, war, governmental action, decision by the Rights Holder or Venue Operator, riot, fire, flood, drought, other natural disaster or act of God, riot, crowd disorder, civil commotion, military operations, explosion, structural damage, terrorism (including the threat of terrorism) and epidemics, legislation, regulation, ruling or omission, shortage of power supplies, strike, lock-out, boycotts or other industrial action, etc.;

Guest means any guest utilising a Travel Package purchased by you;

Insolvency Event occurs when:

- (a) a party becomes insolvent or is unable to pay its debts as they fall due;
- (b) an order is made or resolution passed or purported to be passed for liquidation of a party, or a liquidator, a receiver, statutory manager, or similar official, is otherwise appointed to that party;
- (c) a party suspends or threatens to suspend payment of its debts
- (d) a party ceases to trade or carry on the whole or substantial part of its business;
- (e) any security is enforced against the whole or a material part of a party's assets or undertaking; or
- (f) any other insolvency event or proceeding analogous to any of the foregoing occurring in relation to a party in any foreign jurisdiction;

Package Documents means some or all of the following as provided by STH, the Rights Holder and Accommodation as part of the Travel Package(s): (a) presentation wallet; (b) itinerary; (c) Venue location map; (d) car park pass (where applicable); and (e) any accommodation booking details;

Package Fee means the price of the relevant Travel Package;

Prohibited Materials means:

- (a) banners or other signs bearing (in the opinion of STH, the Rights Holder or the Venue Operator) commercial, offensive or provocative messages;
- (b) promotional and commercial objects and materials of whatever nature (including, but not limited to, documents, leaflets, badges, signs, symbols and banners, uniforms and clothing);
- (c) any promotional or commercial items of whatever nature that incorporate the logos, branding, get-up of or slogans associated with you or any of your Guests; and
- (d) any other objects or materials identified as such by the Venue Operator that may affect the reputation of STH, the Rights Holder, the Event or the Event's official sponsors;

Rights Holder means the provider of the Tickets for the Event;

STH means Sports Travel and Hospitality Limited, a company registered in England and Wales under company number 07322743 of 1 Southampton Row, London, WC1B 5HA, United Kingdom;

Tickets means tickets for the Event;

Travel Package means a package provided by STH which is sold by STH to you;

you, your means the end-customer that purchases (or otherwise obtains) Travel Package(s) from STH;

Venues means the location(s) at which the Event is taking place; and

Venue Operator means:

- (a) the owner and/or operator of a Venue and their personnel;
- (b) stewards or other officials at a Venue; and
- (c) police officers or other law enforcement or security officials at a Venue.