THRIVE SPORTS CO LIMITED

BOOKING TERMS AND CONDITIONS

These Booking Conditions, together with our Privacy Policy and where your travel arrangements are booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirm your booking, form the basis of your contract with **THRIVE SPORTS CO LIMITED address of 16 BROADMOOR PARK, BATH, ENGLAND, BA1 4JW** ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you", "your" and "travellers" include any parent / legal guardian and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the parent / legal guardian of any named person on the booking agrees on behalf of themselves any other persons detailed on the booking that:

1. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;

2. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);

3. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all travellers are of the appropriate age to purchase those services;

4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

SECTION A – APPLICABLE TO ALL BOOKINGS

Please Note: We act in the following capacities, as a Package Organiser in the sale of Package Sports Tour Arrangements (please see clause 20 for further details) and as a Principal in the sale of a 'single service' booking (i.e. event or ticket only). As a result our obligations to you will vary depending upon whether you book a Package with us or whether you make a single service booking. We have tried to set our differing obligations out below as clearly as possible

(A) Section A contains the conditions that will apply to all bookings you make with us;

(B) Section B contains the conditions that will apply when you make a Package booking with us, where we are Package Organiser;

(C) Section C contains the conditions that you make with us (e.g. event only, ticket only, transport only or accommodation only) when we are acting in a Principal capacity

1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a deposit (or full payment if you are booking within 16 weeks of departure) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you. The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 12 weeks prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

2. Accuracy

We endeavour to ensure that all the information and prices shown on our website are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

3. Insurance

Thrive Sports Co 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 current "The Package Travel, Package Tours Regulations " all passengers booking with Thrive Sports Co 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 Thrive Sports Co Limited. You can find our full insurance documents here.

Individual and team travel insurance for all travellers is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “Events Beyond our Control”. For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or severe weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination (and/or carry out any activities), the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned’s control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom’s decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond Our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

5. Special Requests

Any special requests must be advised to us at the time of booking e.g. sports fixtures, room location, specific seat selection (for airlines and events), a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

6. Cutting your Booking short

If you or any travellers are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your booking and return home early in circumstances where there is no reasonable cause for complaint about the standard of the services provided, we will not offer you any refund for that part of your booking not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

7. Accommodation Ratings and Standards

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

8. Flights and Your Responsibility

For some flights booked several months in advance, your flight times may be confirmed after your booking with us has been confirmed. When this happens, we endeavor to secure your flights within 48 hours of your confirmed departure date. Any changes outside of 48 hours will be considered significant changes in accordance with clause 24.

The names on your airline tickets must be exactly match the names that appears on your passports. The times shown on all e-tickets are local times.

9. Complaints

We make every effort to ensure that your arrangements run smoothly but if you do have a problem during your Sports Tour Package or single service booking, please inform the relevant supplier (e.g. your hotelier or the event provider) immediately who will endeavour to put things right. If your complaint is not resolved locally, please get in touch with our emergency contact Lewis Palmer (Head of Operations) immediately on 07455265640 or lewis@thrivesportsco.com .

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

10. Your Health, Disabilities and Medical Problems

Some Packages and single service bookings include sporting activities that may require minimum fitness levels. These activities may not be suitable for people with special medical issues (such as, lung problems, heart problems and mobility issues). We strongly recommend that all travellers discuss the suitability of the chosen arrangements with a GP before you make a booking with us.

Whilst we are not a specialist disabled sports company, we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem, allergy or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements.

We may require you produce a doctor's certificate to certify that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the medical problem, disability or any other needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

11. Special Dietary Requirements

In order for us to attempt to cater for special dietary requirements such as food allergies and intolerances, you should notify us of any specific requirements before we confirm your booking.

12. Your Behaviour

All travellers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager, event representative, any transport driver, airline staff or any other person in authority, your behaviour or that of any travellers is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation, or other travel arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation, tours or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or any other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your travel arrangements or with us.

13. Sports Activities, Events, Excursions and Transport

The sports activities, events, excursions and transport which make up your booking may be provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

During the course of any sports activities, events, excursions or transportation you must follow all instructions and advice provided by the local supplier, wear and/or use available safety equipment, behave cautiously and form your own judgment as to the safety of, and risks involved.

If during the course of any sports activity, event or excursion you or the provider feels that the participation of any member of your party, could compromise your safety or the safety of the group or that you / they could not complete the activity within the time allotted as per your itinerary, we reserve the right to prohibit your involvement. Any additional requirements due to any inability to complete the activity safely within the allowed time would be at your expense. We are unable to authorise any refunds due to your inability to complete the activity.

Please note that we do not provide or arrange sports events, activities, excursions or transport other than those listed on your booking confirmation which form part of the arrangements booked and paid for in the UK. Local representatives may put you in touch with local suppliers if you request additional services locally, but we have no liability for this as your contract for such services will be with the local company providing the services and not with us.

14. Entry Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfil the entry, passport, visa, immigration requirements, safety and health formalities applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates, the Foreign, Commonwealth and Development Office (‘FCDO’) and your own doctor as applicable. Requirements and the safety of the countries and areas in which you will be travelling to, do

change and you must check the up to date position in good time before departure in order to make your decisions accordingly.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit https://www.gov.uk/browse/citizenship/passports.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check https://uk.usembassy.gov.
For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC).

For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Up to date travel advice can be obtained from the FCDO, visit https://www.gov.uk/travelaware.

Non British passport holders, including other EU nationals, should obtain up to date advice on entry, passport, visa, health and immigration requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

Please note: The impacts of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validly requirements. The UK Government passport checker can be found here https://www.gov.uk/check-a-passport-travel-europe.

15. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 4 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We

shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "UK Air Safety list" (available for inspection at https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/) detailing air carriers that are subject to an operating ban within the UK.

This website is our responsibility. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

16. Advance Passenger Information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

17. Foreign, Commonwealth and Development Office Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Events Beyond Our Control. (See clause 4).

18. Conditions of Suppliers

The services which make up your booking may be provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

19. Jurisdiction and Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

SECTION B: SPORTS TOUR PACKAGE BOOKINGS

This section only applies to Package Itineraries booked with us, where we are acting as the Package Organiser (please see clause 20 below for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.

20. Definition of a Package

Where your booking is for a Package itinerary that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in this Section B of these Booking Terms and Conditions.

A “Package itinerary” exists if you book a combination of two of the following separate travel services:

a. transport;
b. accommodation;
c. rental of cars, motor vehicles or motorcycles (in certain circumstances);
d. any other tourist service not intrinsically part of one of the above travel services (for the purpose of these Booking Conditions, this generally includes sports events, activities and excursions);

provided that those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term.

IMPORTANT NOTE: Please note that:

a. where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or

b. where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or

- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Service” bookings and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

21. Pricing of Sports Tour Packages

We reserve the right to amend the price of unsold Sports Tours Packages at any time and correct errors in the prices of confirmed Packages. We also reserve the right to increase the price of confirmed Packages solely to allow for increases which are a direct consequence of changes in:

(i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
(ii) the level of taxes or fees chargeable for services applicable to the Package imposed by third parties not directly involved in the performance of the Package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
(iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed Package (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another Package if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed Package within 20 days of your departure nor will refunds be paid during this period.

22. If You Change or Transfer your Sports Tour Package

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment as per any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 23.

Transfer of Booking:
If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

a. that person is introduced by you and satisfies all the conditions applicable to the Package;
b. we are notified not less than 7 days before departure;
c. you pay any outstanding balance payment, as well as any additional fees, charges or other costs arising from the transfer; and
d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 23 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

23. If You Cancel Your Sports Tour Package Before Departure

If you or any other member of your party decide to cancel your confirmed Package you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person Package price of those still travelling and you will be liable to pay this increase. Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in within which written notification is received at our offices	Cancellation Charge
More than 98 days prior to departure	Deposit only
More than 56 days prior to departure	50% of Package cost
More than 28 days prior to departure	75% of Package cost
Less than 28 days prior to departure	100% of Package cost

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your holiday destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation.

For the purposes of this clause, "unavoidable and extraordinary circumstances" may include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination as agreed in the package travel contract.

This clause outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 .

24. If We Change or Cancel

As we plan your travel arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your Package, we will make reasonable efforts to inform you or your as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, change of accommodation to another of the same or higher standard, changes of airline carriers. Please note that carriers such as airlines used on our website may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure;

(a) when a sports activity, event or excursion is cancelled or postponed and no activity, event or excursion of an equivalent or higher standard will be available during your trip and the cancelled sports event or activity represents a significant proportion of your Package;
(b) A significant change to a tour itinerary, missing out one or more destination entirely;
(c) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away;
(d) A change of outward departure time or overall length of your arrangements by more than 12 hours.
(e) A change of UK departure airport except between:
    I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
    II. The South Coast airports: Southampton, Bournemouth and Exeter
    III. The South Western airports: Cardiff and Bristol
    IV. The Midlands and Northern airports: Liverpool, Manchester, Leeds Bradford Birmingham and East Midlands
    V. The North Eastern airports: Newcastle and Teesside
    VI. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

Important Note: In accordance with Clause 4, please note that if your sports fixture or event is cancelled for any reason outside of our control, no compensation will be payable and no refunds or changes will be offered.

Cancellation: We will not cancel your travel arrangements less than 56 days before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance. We may cancel your Package before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

i (for significant changes) accepting the changed arrangements; or
ii having a refund of all monies paid; or
iii if available and where we offer one, accepting an offer of an alternative Sports Tour Package (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

Insurance If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Compensation
In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

(a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
(b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us*
More than 98 days prior to departure	Deposit only
More than 56 days prior to departure	50% of Package cost
More than 55 days prior to departure	75% of Package cost
Less than 28 days prior to departure	100% of Package cost

*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

(a) where we make a minor change;
(b) where we make a significant change or cancel your arrangements more than 75 days before departure;
(c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
(d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
(e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
(f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 4).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

25. Our Responsibility for your Sports Tour Package

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your confirmation invoice, brochures and the information we provided to you regarding the services prior to booking and on our website. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your as set out in your confirmation invoice, brochures and the information we provided to you regarding the services prior to booking in our brochure and on our website.

(2) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.

(3) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
   (a) the acts and/or omissions of the person affected; or
   (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
   (c) Events Beyond Our Control (as defined in clause 4).

(4) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the as set out in your confirmation invoice, brochures and the information we provided to you regarding the services prior to booking and on our website and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment

of your Package you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your Package. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us

(6) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(8) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
   (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
   (b) relate to any business;
   (c) indirect or consequential loss of any kind.

(9) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(10) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your Sports Tour Package. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

26. The Package Travel, Package Tours Regulations

(1) Thrive Sports Co 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 current "The Package Travel, Package Tours Regulations " all passengers booking with Thrive Sports Co 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 Thrive Sports Co Limited. This Policy is issued by Evolution Insurance Company Limited which is registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA. Evolution Insurance Company Limited is authorised and regulated by the Financial Services Commission in Gibraltar and authorised and subject to limited regulation by the Financial Conduct Authority (FCA) in the UK. Details about the extent of our authorisation and regulation by the FCA are available from us on request. Full document found here.

27. Prompt Assistance

If, whilst you are on your Sports Tour Package, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

SECTION C – SINGLE SERVICE BOOKINGS

This section applies to all single service bookings that you make with us (e.g. event only, ticket only, transport only or accommodation only) when we are acting in a Principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.

28. If You Change or Cancel Your Single Service Booking

Changes: If, after confirmation, you wish to change your booking in any way, we will endeavour to make these changes if they are possible. Where we can meet a request, all changes will be subject to any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

Note: Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

Cancellations: If you, or any member of your party, decides to cancel your booking once you must notify us by recorded delivery post or by email. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. The person to notify us of any cancellation must be the same person that originally signed the booking form.

Should one or more member of a party cancel, it may increase the per person price of those still travelling and you will be liable to pay this increase. Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in within which written notification is received at our offices	**Cancellation Charge**
More than 98 days prior to departure	Deposit only
More than 56 days prior to departure	50% of Package cost
More than 28 days prior to departure	75% of Package cost
Less than 28 days prior to departure	100% of Package cost

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

This clause outlines the rights you have if you wish to cancel your single service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

29. If We Change or Cancel Your Single Service Booking

We may in exceptional circumstances be required to change or cancel your single service booking. In which case you will have the option of accepting the change or a full refund of all monies paid.. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced due to Events Beyond Our Control (please see clause 4) to change or terminate all or some of your arrangements (for example sports fixtures, excursions etc) after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

30. Our Responsibilities for your Single Service Booking

(1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

(a) the act(s) and/or omission(s) of the person(s) affected; or

(b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

(c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.