

## **TERMS & CONDITIONS - 5 STAR TENNIS HOLIDAYS LTD.**

For the purposes of the Data protection Act 1998, In order to process your booking and keep you informed of any relevant information relating to your booking, and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These can include the names and addresses of any party members, credit /debit card and may need us to know any special needs & medical / dietary requirements. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies and credit/debit card companies, which may be outside the European Union. We will not however, pass any information onto any persons that are not responsible for any part of your travel arrangements. This applies to any sensitive information that you give us such as details of any special needs or medical / dietary requirements. We take responsibility for ensuring that proper security measures are in place to protect your information.

We may use the information provided by you to contact you about your holiday or to inform you about details of other holidays and services offered by us.

### **1. BOOKINGS & PAYMENTS.**

By paying your deposit or full payment you are accepting 5 Star Tennis Holidays Ltd terms and conditions within this document for your holiday / tour. A minimum deposit of £300 per person is required at the time of booking. The full balance is due 14 weeks before departure. These booking conditions form the basis of your contract. The right is reserved to cancel any booking not paid by the due date. The lead traveller must be at least 18 years old.

All client funds are paid to 5 Star Tennis Holidays & protected under our ATOL license T7388.

### **2. ON RECEIPT OF YOUR DEPOSIT**

We will make the necessary reservations and your deposit is accepted in part payment of the agreed total cost of the booking. At the point we receive your deposit payment we secure your flights & accommodation immediately & therefore the deposit becomes non – refundable.

### **3. LATE BOOKINGS**

For all bookings made within 14 weeks of departure, the full amount of the holiday cost are required to be paid.

### **4. PASSPORTS, VISAS & TRAVEL DOCUMENTS**

Please check your confirmation email / itinerary paperwork carefully and report any incorrect or incomplete information to us immediately. You must ensure that names are exactly as stated in the relevant passport.

Please ensure that your passport / visa is valid for the duration of your holiday with the appropriate Embassy.

We strongly recommend that each individual passport expiry date is 6 months after the return date of your holiday.

For junior or school / college groups with any passengers under 18yrs old, the lead adult traveller must have parental/guardian consent written letters stating that the parent/guardian gives full responsibility to the lead adult traveller for the duration of the holiday. The letters of consent may be requested at border or passport controls in the UK and abroad also at the accommodation abroad.

It is your responsibility to be in possession of a valid passport and any necessary visas, or health documents, as required, for the entire duration of your holiday, and to ensure that you meet the entry requirements of the countries that you are travelling to. Requirements may change and you must check the up to date position in good time prior to departure. The name on the passport must match the name on your boarding pass. We cannot accept liability, or consider refunds if you cannot travel, because of incomplete, or incorrect spellings on documentation.

Passenger information is required in advance by a number of countries and airlines. It is your responsibility to provide this information to us & the airline as instructed. Failure to do so may result in you being denied boarding or refused entry to your destination. Emergency Contact

Details may also be required. It is your responsibility to provide this information and you will be liable for any costs incurred should you fail to do so. If you are flying with EASYJET, JET2, RYANAIR it is the responsibility of the lead teacher or person to enter all travelling parties details into the airlines system and print boarding passes at least 72 hours before departure. Personal data collected includes passport details plus credit card details of some clients for security or damage situations. It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Advanced Passenger Information, sometimes known as API. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date.

## **5. INSURANCE**

It is essential that all clients / Tour Groups arrange their own suitable & adequate travel / holiday insurance cover. Your travel insurance should then provide cover in the event of cancellations or curtailment due to injuries that can occur in sport.

## **6. CANCELLATION**

Occasionally changes to your holiday are necessary due to circumstances beyond our control, we would advise you prior to departure, or even during your holiday if changes occur.

## **7. IF YOU ALTER YOUR BOOKING**

Any changes of passengers may result in a change of name cost also some airlines will charge a fare difference from when the original flight/s were booked, these costs are charged by the airlines and will be passed on to the client. Any amendments that involve a change of flight departure/return dates may be treated as a cancellation.

## **8. IF WE CHANGE YOUR HOLIDAY**

We plan the arrangements for our holidays many months in advance and although it is unlikely that we will have to make any changes to confirmed arrangements, it does occasionally happen. We reserve the right to make such changes at any time.

If we have to make a major change to your holiday you may either:

- (a) Accept the changed arrangements.
- (b) Purchase another holiday from us at the same price within 12 months of the original travel departure date.

## **9. OUR LIABILITY**

When you book your holiday we will give you the best information we have at the time about your travel dates, timing, routing, carrier and aircraft type. However carriers can and do change dates, times and routing or even can go out of business into administration at very short notice and we cannot control these changes.

Transfers & Transport may also be changed or cancelled due to bad weather, technical problems or force majeure. Except where this leads to a significant alteration to contracted services, we will not be liable for any loss or expense incurred in such cases, nor obliged to refund any payment for unused accommodation or services at your destination. We will always try to help you to make appropriate arrangements for meals and/or accommodation if your transport is delayed you will however, have to pay for any such services. If you have purchased holiday insurance, you may find that it will pay certain benefits in the event of delays.

(a) All airlines and other carriers have their own conditions of carriage, defining their obligations and liabilities, and these will apply to you and your party. Please note passengers who appear to be under the influence of drink or drugs may be refused entry to aircraft.

(b) We will not be liable to you or your party for the improper performance of services provided to you under our contract, which

- is due to your fault, or the fault of any member of your party, or

- is caused by a third party not contracted by us to provide services, and is unforeseeable and unavoidable, or - is caused by force majeure.

## **10. IF YOU ARE FORCED TO CANCEL YOUR BOOKING.**

If it becomes necessary for you or any member of your party to cancel your booking or part of it, you must inform us in writing immediately via email to [info@5startennisholidays.com](mailto:info@5startennisholidays.com)

Cancellation charges are calculated from the date we receive written notification.

Please see below:

More than 98 days before departure - Loss of Deposit

From 97 to 1 day before departure - 100% of total holiday

We are more than happy to do a name(s) change(s) on the flights if you have a replacement(s).

The following airline name change charges per person are -

Easyjet - £25 - £50 per person per one-way flight plus any fare difference from when the flights were originally booked.

Jet2 - £35 per person per one-way flight plus any fare difference from when the flights were originally booked

Ryanair - £115 per person one-way or return.

British Airways - do not offer name changes.

In the situation while abroad you decide to change any arrangements to the original booking itinerary, you do so at your own expense. A 5 Star Tennis Holidays representative will help make any necessary arrangements if required.

## **11. IF YOU HAVE A PROBLEM**

In the unlikely event of there being something not to your liking whilst on holiday that is in our direct control, you must report it immediately. Unless there is a valid reason why you fail to report your complaint to us then we will not consider ourselves to be liable in respect of complaints, which were not registered. If the matter cannot be rectified immediately, details of your complaint should be submitted in writing to our office in the UK no later than 7 days after your date of return. We will not accept liability in respect of claims received outside this period.

## **12. SPORTS PROGRAMMES**

We do not accept any responsibility in the event of inclement weather to the sports programmes, which may need to be rearranged. Every effort will be made to make up the lost hours but this cannot be guaranteed. Our clients freely accept the risk that weather conditions may affect in whole or part the number of hours to be provided. Tennis and other sports at all our resorts reserve the right to cancel or revise published programmes and events at their discretion.

## **13. FORCE MAJEURE**

We cannot accept liability in any circumstances where performance and/or prompt performance of the contract is prevented by reasons of war, threat of war, civil strife, riots, terrorist activities, industrial disputes, communicable diseases, natural and nuclear disaster, fire or adverse weather conditions.

## **14. ALL BOOKINGS (ALL FLIGHTS )**

Tennis bags and tennis rackets must go in your hold bag as they are too large for hand luggage, and deemed as dangerous items. We recommend you arrive at the airport at least 2.5 hours before departure. We will not be responsible if you miss your flight due to being late and incur additional costs. Every passenger has 1 hold bag allowance & 1 hand luggage bag allowance, unless stated differently on your confirmation / itinerary paperwork. Please adhere to your hold bag & hand luggage weight allowance on your paperwork, if your hold bag or hand luggage is over weight or the incorrect size the airlines will charge you extra at the check-in desk, this will be at your expense. **PLEASE DOUBLE CHECK ON THE AIRLINE WEBSITE WHO YOU ARE FLYING WITH REGARDING THEIR ACTUAL BAGGAGE DIMENSIONS FOR HOLD & HAND LUGGAGE. \*\*THE AIRLINES ARE KNOWN FOR UPDATING THEIR BAGGAGE DIMENSIONS ON A REGULAR BASIS.\*\***

## **15. BREACH OF INFANT RULING**

Civil Aviation Regulations state that children of 2 years and over (on the date of travel) must occupy their own seat and are therefore deemed as fare paying passengers. Passports are not automatically checked at UK departure airports for infants date of birth and penalties could be up to £1000 for attempting to pass children over 2 years old as infants.

## **16. FLIGHT TIMINGS**

The flight timings in your confirmation email, although correct at time of issue, can be subject to alteration by the various foreign and UK Airport Scheduling Committees normally for operational reasons. Clients are advised that they must adhere to the timings as set down in their confirmation email not always the same as the original booking.

Airlines can change flight times and even cancel flights from time to time, we will always offer an alternative flight & time and date given by an airline.

## **17. BEHAVIOUR**

If, in the opinion of the 5 Star Tennis Holiday representative on resort, your behaviour or the behaviour of anyone in your holiday party/group is such that it impairs the enjoyment or upsets other clients, disrupts the tour party or upsets any of our local residence or suppliers, in the first instance you will be given a warning, but if the unacceptable behaviour persists, we reserve the right to terminate all holiday/tour arrangements immediately without refund. Any charges incurred as a result of unacceptable behaviour are the responsibility of the group or individual and must be paid for prior to your departure from the resort or hotel. This may incur extra flight costs & transfer fees payable by the offending party or parties.

Also we reserve the right at our absolute discretion to terminate without notice the holiday arrangements of any client or customer whose behaviour is such that it is likely in our opinion to cause distress, damage to other customers, employees, property/local residents or to any third party. Full cancellation charges will apply and we will be under no obligation whatsoever to provide a refund or compensation for costs that may be incurred. 5 Star Tennis Holidays Ltd has no control over the behaviour of person(s) / group(s) staying at, or visiting the same holiday resort/accommodation and is not responsible for any withdrawal or impairment of facilities, loss or damage caused.

## **18. MONITORING**

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV around our premises; (3) transactions and activities at all points of contact; and (4) web traffic, activities, etc. and social media. All recordings and derivative materials are and shall remain our sole property.

## **19. SECURITY STATEMENT**

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

## **20. WEBSITE & SOCIAL MEDIA PUBLICITY**

By confirming your booking with 5 Star Tennis Holidays you consent to be photographed and to be included in the filming of any footage documenting any 5 Star Tennis Holidays or events. You hereby grant 5 Star Tennis Holidays Ltd, the irrevocable and unrestricted right to use and publish photographs of you or any members of your party, for Website & social media, advertising, internet and any other marketing purpose on any medium; to alter the same without restriction; and to copyright the same, save always that 5 Star Tennis Holidays Ltd hereby undertake never to utilise any such photographs in a defamatory manner and shall keep such photographs secure throughout the period of their use. You hereby release 5 Star Tennis Holidays Ltd and the

photographer from all claims and liability relating to the said photograph or footage.

## **21. ACCOMMODATION**

Majority of the villas and apartments at our resorts are privately owned. Owners rent their properties direct or via a management company with whom the owners and or company have agreements. Inevitably owners have individual preferences with regard to appliances and other decor, etc. over which neither the management company nor we have control. When we rent accommodation from a management company on your behalf, our client, we adhere to the agreement we have with the said companies. In the unlikely event of any problem or complaint with this regard to the cleanliness and maintenance of the rented property, the property management company represents us in this capacity.

On the day of arrival your standard check in times for our hotel and self catering accommodation is between 1pm and 4pm . However, for earlier arrivals we will do our best to gain earlier access or you can book the hotel room / apartment / villa from the previous night at the appropriate supplement. On the departure day the standard check out time is 10am regardless of your original time of arrival. For late flight departures we will do our best to extend the check out time.

It is common practice for our accommodation companies/providers to take a credit card details on arrival/check-in as a guarantee for owners of incidental expenses and any accidental damages that have occurred during your stay to the property and lose of its contents. Our accommodation suppliers will notify and report any loss or damage caused (normally on a daily basis) during your stay to us within 1 - 7 days after your departure date which you could be liable for. Photo evidence may be taken of certain damage and the damaged item/s removed from the accommodation for Health & Safety reasons. You must therefore report any faults/damage that you see on your arrival.

From time to time our accommodation suppliers cancel prior to clients departure dates or you have to be move clients through no fault of yours or us, this could be half way through your holiday due to for example 'no hot water'! or other unforeseen reasons that are out of our control. In both circumstances alternative accommodation will be offered of an equivalent or higher standard, we cannot be held responsible if this occurs.

## **22. RESORT DEVELOPMENT AND MAINTENANCE**

At certain times of the year it is necessary for maintenance to take place on Tennis courts, in villas and apartments, hotel rooms and other facilities on the resort. We cannot be held responsible for any maintenance or emergency work that may be necessary to any of these facilities at the time of your visit. Neither can we be held responsible for any building improvements or renovations on the resort in the vicinity of your accommodation.

From time to time refurbishments have to go on at all our resort properties, building works and owners improvements cannot be controlled by us, and responsibilities cannot be with us as a company.

## **23. SCHOOL / JUNIOR GROUPS**

By making your deposit payment to 5 Star Tennis Holidays Ltd the lead teacher / school agree to all our Terms & Conditions and that the following flight time frames normally will be used for outbound & inbound flights. On the outbound flight, the departure time will be between 6am – 3pm from your preferred UK airport/s. On your inbound flight the departure time will be normally between 11.30am – 9pm. However if there are no flights between the stated time frames above we will book the flights times that are available. For whatever reason once we have booked the flights for your school, if you want to change the flight times this will be at your schools expense. In some cases the airline will change or cancel your flights before your departure which is out of our control, the airline will always offer alternative flights options which is normally on the same day. We will not be responsible for any loss of time of your tour if the airline change your flight times. However we will endeavour to make sure you are not down on coaching hours due to airline flight changes.

The lead teacher / group leader to have read all itinerary documents including our risk assessment / code of conduct document before departure. All confirmation / itinerary paperwork will be sent via email.

Any staff / pupils special dietary requirements must be emailed to [book@5startennisholidays.com](mailto:book@5startennisholidays.com) at least 8 weeks before your departure date to enable us to arrange suitable alternative meal options.

Staff / pupils medical conditions must be emailed to [book@5startennisholidays.com](mailto:book@5startennisholidays.com) at least 8 weeks before your departure date. The lead teacher / person must bring an adequate first aid kit and carry at all times.

The school / junior group to have their own suitable and adequate travel / holiday insurance cover. We also advise all travellers to have an European Health Insurance Card (EHIC).

Please ensure all staff / pupils passport details are correct on our passport spreadsheet you email back to us. Any errors can result in failure to fly. The passenger names and details must be exactly as stated in the relevant passport. We will not be responsible for any incorrect passport information given by the school, lead teacher or individual which may lead to a person / persons not being able to fly.

You must ensure that all staff / pupils passport / visa are valid for the duration of the holiday with the appropriate Embassy. We recommend that each individual passport expire date is 6 months after the return date of your holiday. School / Junior groups with staff / pupils from non EU countries must have correct visa documentation in place. We recommend the British Council, who can issue a List of Travellers Form from 2 - 8 weeks before departure for Non EU nationality staff / pupils. Only Schools can apply for this document.

For schools / junior groups flying with Easyjet / Jet2 & Ryanair it is the responsibility of the lead teacher / person to enter all passengers passport details into the airline system and print the boarding passes at least 48 hrs before departure.

All tennis bags & tennis rackets must go in the hold bag as they are too large for hand luggage. The lead teacher must take with him all individual parental/guardian consent written letters stating that the parent/guardian gives full permission for the lead teacher to have responsibility of their child for the duration of the holiday. The letters of consent may be requested at boarder or passport controls in the UK & abroad also at your accommodation abroad upon check-in. The lead teacher must have a signed document from the Head Teacher / Senior Management listing all of the pupils names that are on the tour and state the teachers who will be fully responsible for the duration of the tour. The dates and venue of the tour must be stated.

## MEAL ARRANGEMENTS

### **Vale do Lobo - Portugal**

For Schools / Junior Groups staying at the Dunas Douradas Beach Club, breakfast / lunch & evening meals will be served at the Vale do Lobo Tennis Centre. School / Junior Groups staying at the Ria Park Hotel breakfast is included at the hotel with lunch & evening meals served at the Vale do Lobo Tennis Club. The lunch & evening meals is a set menu with 2 meal choices. To ensure the smooth running of your tour please adhere to your allocated fixed meal times at the Vale do Lobo Tennis Centre, as there are a number of sittings that can be affected if you decide to change your arrangements last minute.

It may not be possible to change meal times due to operational logistics and tennis times.

### **Catalunya Tennis Resort - Girona - Spain**

All meals are on site. Buffet breakfast with set menu for lunch & evening meals.

### **Amendoeira - Portugal**

All meals are on site. Buffet breakfast with a light lunch & hot evening meals.

## **DISTANCES - From Accommodation to the Tennis Centre**

### PORTUGAL

Dunas Douradas Beach Club accommodation is a 15 minutes walk from the Vale do Lobo Tennis Centre.

Ria Park Spa Hotel is a 15 minute walk from the Vale do Lobo Tennis Centre

Amendoeira Resort - the tennis courts are 15 / 20 min walk from the main Club house &

accommodation or 5 minute free shuttle bus away.

## SPAIN

The Catalunya Tennis Resort (CTR) the tennis & meals are only 2 minutes from the rooms/accommodation.

### **EXTRA BEDS**

Extra beds are used in accommodation for all school / junior groups and are not necessarily a normal fixture of the owners at Dunas Beach Club, Ria Park Spa Hotel , Amendoeira Resort & Catalunya Tennis Resort in Girona- Spain.

## **24. FACILITIES ADVERTISED**

At all our resorts there are facilities advertised and available such as Jet spa's, saunas, Jacuzzis, gyms & swimming pools etc. From time to time some of these facilities may be closed or out of order / or out of bounds due to the local health and safety guidelines or rules of the Accommodation / premises/ Owners, this would not stop us from mentioning or advertising these facilities for the common good of all who travel.

Please do not assume just because you have a facility in your accommodation that you can automatically use it all of the time. All outdoor pools at the following locations are not heated: Ria Park Spa Hotel, Dunas Douradas Beach Club, Vale do Lobo Tennis Centre, Amendoeira Resort & Catalunya Tennis Resort. The Dunas Douradas Beach Club & the Ria Park Hotel have a indoor heated pool.

Local rules and opening times will apply for all facilities mentioned at a resort venue. Unfortunately all school pupils under the age of 16 will not be able to use all of the facilities advertised due to Health & Safety reasons. In some cases it can be 18 or under. Facilities include hot tubs, spa's, treatment areas, saunas, steam rooms, solariums, gyms & fitness rooms / classes.

**IF YOU ARE IN ANY DOUBT PLEASE SEEK CLARIFICATION FROM YOUR 5 STAR TENNIS HOLIDAY REPRESENTATION OR THE FACILITY MANAGER.**

## **25. TENNIS EQUIPMENT & ATTIRE.**

Please make sure all tennis players have the correct shoes that are fit for the purpose. It is dangerous and not permitted to play in anything but recognised tennis shoes. Players will be asked to leave the court due to health & safety reasons if deemed to be wearing the wrong footwear. Recognised tennis apparel is also recommended. **IF YOU ARE IN ANY DOUBT PLEASE DO NOT HESITATE TO CHECK BEFORE YOU TRAVEL WITH 5 STAR TENNIS HOLIDAYS BOOKING OFFICE OR OPERATIONS MANAGER.**

### **MATCHES / FIXTURES**

We go to great lengths to ensure the reliability and success of every match/fixture/competition we arrange. While we take every possible step to prevent tour matches / fixtures / tournaments suffering last minute cancellations, in very small minority of cases, this can happen. It is not always possible to guarantee the perfect level of all opponents.

## **26. PERSONAL POSSESSIONS**

5 Star Tennis Holidays cannot be responsible for damaged caused to any tennis equipment or possessions including tennis rackets that may get damaged or broken during your tour/holiday. We do not take any responsibility for any loss or damage to personal belongings during your trip. Please use the safe provided in your accommodation if available or carry your valuable personal belongings with you. Maids, maintenance and security staff will have access to all rooms on a daily basis.

### **27. ADDITIONAL TENNIS / PADEL COURT USE IN WET CONDITIONS**

In some cases 5 Star Tennis coaches will stop the session if it is felt that due to health & safety reasons the court is too dangerous to continue the coaching session we would stop play until such time as it deems fit. However if players / pupils continue to play they do so at their own risk of injury.

### **28. WEATHER CONDITIONS**

We cannot guarantee the weather conditions at any of our resorts at anytime of the year. Scheduled tennis times may change due to adverse weather conditions driven by Health & safety concerns change or move from your original timetable if the courts are not seen to be fit and safe to play on. This will be decided in conjunction with the lead teacher and our Director of Tennis / Lead Coach. The priority will be to always endeavor to complete the tennis package hours but if this is not possible and hours are down will not constitute grounds for any refund.

### **29. ROOM KEYS / KEYCARDS.**

At the Dunas Douradas Beach Club in Vale do Lobo, Portugal there is a charge of 10 Euros for every key or key card that is mislaid, lost or not returned by the end of any trip.

### **30. WI-FI**

There is free wi-fi available at the Dunas Douradas Beach Club Accommodation / Ria Park Hotel / Amendoeira Resort and the Mas Sola Hotel ( the Wi Fi speed can vary & is not guaranteed in every room).

Internet / satellite TV connections and wi-fi is not as reliable as in the UK and with adverse weather conditions, storms / heavy rain it may not work at all for periods of time, which can result in short breaks in service.

### **31. ELECTRICITY / WATER / ENVIRONMENTAL CONDITIONS**

Limited rainfall and climatic fluctuations can often affect the supply of water and electricity, which may result in cuts, including Wi Fi – these are usually of a short duration and you are asked to be tolerant. In hot climates please be prepared to encounter the indigenous environmental conditions, eg insects. Water supply on the resorts are suitable for consumption after boiling, but we strongly recommend bottled water for drinking.

### **32. OTHER SCHOOLS / HOLIDAY MAKERS ON RESORT**

Remember you may not be the only College / School Group on the resort or at your accommodation therefore you must be mindful of your behaviour and level of noise during your stay especially after dark at night. Many areas are covered with 24 hour CCTV cameras for your safety and security.

### **33. LIFEGUARDS**

Not all swimming areas have Life guards please check the facility before using. The sea is the most dangerous due to the tide and under currents we **do not advise going into the sea. You could easily be knocked off your feet and injured** . We strongly advise there is teacher supervision at all times when on the beach and at all swimming areas.



**34.** For all bookings in the unlikely event that you have a problem or complaint during your holiday, please notify a 5 Star Tennis Holidays Ltd representative immediately so we have the opportunity to rectify the issue or situation for you. If this is proven unsatisfactory then the client should notify 5 Star Tennis Holidays Ltd in writing via email to [book@5startennisholidays.com](mailto:book@5startennisholidays.com) as soon as possible but must be made within 7 days of completion of the holiday. No liability can be accepted for complaints not notified within that period or if the complaint was not notified to a 5 Star Tennis Holidays Ltd representative during the holiday.

**35. EMERGENCY CONTACT**

Our 24 hrs emergency contact number is M. 0044 07500 885801 or T. 0044 01234 889582

**36. ACCREDITATION** - All 5 STAR TENNIS HOLIDAY Tours are ATOL bonded – ATOL protected– the Air Travel Organisers’ Licence NO. T7388 – the International Air Transport Association, ensuring good standards of practice and bringing customers financial protection against unforeseen events. Book with Confidence. We are a Member of TTA which means you have the benefit of assistance and Code of Conduct.

