

# TERMS AND CONDITIONS OF EUROFIVES LIMITED



## 1. DEFINITIONS

In these terms and conditions ("the Terms and Conditions"), the following words and expressions shall have the following meanings:-

"Business Day" means any day which is not a Saturday or Sunday on which banks are open for general banking business in Scotland.

"Customer" means the person who has signed the attached booking form ("the Booking Form") which must be signed by every participant named on the form as comprising part of the Team Group. The Team Group leader ("Captain") may sign on behalf of his/her team members but in doing so undertakes that he/she has the authority to do so and warrants that the team members have read the Eurofives Terms and Conditions and have agreed to be bound by them. Those Customers booking by telephone or via the internet/email are deemed to have accepted the Terms and Conditions, without having signed a Booking Form. The Customer will form part of the Team Group for the purposes of participation in the relevant tournament. "Company" means Eurofives Limited (company number SC249208) having its registered office at 18 Blacklands Place, Lenzie, Glasgow, G66 5NJ.

"Services" means the organising and running of the Amstel Trophy Tournament (or successor tournaments organised by the Company) to be held on various dates in Amsterdam, The Netherlands, or other specified locations, including appropriate accommodation, transport between accommodation and tournament venues, tournament venues, suitable match officials and administrators and the provision of ancillary football equipment.

"Team Group" means all the individual Customers who are playing together in the relevant team.

"Captain" means the party leader of the Team Group. The Captain will normally be the person making the booking.

## 2. FORMATION OF CONTRACT

2.1 The agreement between the Company and any Customer for the provisions of Services is subject to these Terms and Conditions together with any previous written or oral representations given or made by the Company or any representative of the Company. If a Customer requires any changes, they should ask for these to be put in writing.

2.2 No quotation or advertisement by the Company shall constitute an offer capable of acceptance. A contract shall be created only when the Company, through a director or duly authorised representative, has accepted either in writing or orally (subsequently confirmed in writing) an offer from the Customer to purchase the Services; such acceptance shall thereupon create a legally binding contract governed by these Terms and Conditions.

2.3 Any Booking Form sent by any Customer to the Company and accepted by the Company shall not constitute an acceptance of any terms and conditions contained in that booking form other than the Terms and Conditions, which shall govern the contract for Services between such parties. If a Customer requires any changes, they should ask for these to be confirmed in writing.

2.4 Where any Customer fills out successive Booking Forms for various tournaments, which are accepted by the Company, the delivery of the Services by the Company in each separate case shall be treated as a separate and legally binding contract, in each case on these Terms and Conditions.

## 3. ALTERATION

3.1 The Company reserves the right to alter or vary these Terms and Conditions from time to time by giving written notice of such alteration or variation to the Customer. In the event of any material alteration or variation, the Customer shall have the right to terminate the contract in question by written notice, without penalty, before any such alteration or variation becomes effective.

3.2 The Company reserves the right to make changes to the provision of Services from time to time. The Company will not be liable for any loss resulting from any such changes. The Company will take all reasonable steps to advise the Customer of any such impending changes in the provision of Services. In the event of any material change to the Services, the Customer shall have the right to terminate the contract in question by written notice, without penalty, before any such change becomes effective.

## 4. PRICE

4.1 Prices given by the Company in any price lists or advertising material or quoted orally or on the Company's website are intended only as a guide, are not binding on the Company, and may vary from time to time. Unless otherwise stated, all prices quoted are exclusive of Value Added Tax.

4.2 All prices quoted are based on the cost to the Company of supplying the Services to the Customer. If between the date of signing of the Booking Form and the date of delivery of the Services such costs vary because of a) a change in transportation costs or b) a significant variation in exchange rates applied to that particular booking, the price payable may be subject to amendment (upwards or downwards). In the event of any material amendment the Customer may terminate the contract by written notice without penalty (before any such amendment becomes effective). No price increase or decrease will be made less than 30 days prior to the stipulated departure date and variations of less than 2% shall not be eligible to be included in any price revision.

4.3 Prices do not include flights, holiday or other insurance, transfers to and from the relevant airport(s) or taxes. It is the Customer's responsibility to arrange and pay for such matters.

4.4 Transfers from the customer accommodation to the tournament venues are included in the price.

## 5. CANCELLATION

5.1 Subject to Clause 5.3 the Customer may cancel booking prior to the relevant tournament.

5.2 The Company reserves the right to cancel a Booking where:

5.2.1 the Company becomes insolvent;

5.2.2 information comes to the Company's attention about a Customer's or Team Group's past behaviour which gives the Company reasonable grounds to believe that the booking, or any individual associated with it, or the purpose of the booking, might damage the Company's reputation and/or have a negative effect on the sporting ethos of the tournament; and

5.2.3 a reduction in the Team Group's numbers from the original booking makes their participation impractical.

Where the Company cancels a tournament or Booking for the reasons stated in Clause 5.2.1 to 5.2.2 above, the Company

will refund to the Customer all advance payments made by the Customer. Where the Company cancels under Clause 5.2.3 the Customer and any other members of the Team Group will lose any Deposit paid to the Company in accordance with Clause 6.1.

The Company reserves the right to cancel the football tournament component of the package where:

- 5.2.4 for reasons beyond the control of the Company or any Director of the Company it cannot organise the tournament or the proposed venue for the tournament is unavailable;
- 5.2.5 the number of participants falls below the minimum level required
- 5.2.6 there are adverse weather conditions;

Where the Company cancels the football tournament component of the package for the reasons stated in Clause 5.2.4 to 5.2.6 above, but where the accommodation component of the package remains unaffected, the Company will pay appropriate compensation to the Customer.

In the event of cancellation of a tournament or cancellation of a Team Group/Customer booking, the Company will not be liable for any expenses incurred by the Customer or Team Group in relation to travel and insurance in connection with the relevant tournament.

Where the tournament has commenced but has to be abandoned for the reasons stated below, the Company will not reimburse the Customer or Team Group for any price paid.

The Company can, exercising its discretion, abandon a tournament once it has commenced under the following circumstances:

- (i) where one of the participants sustains a serious injury.
- (ii) where the Company has reasonable grounds to believe that one or more of the Team Groups participating in the tournament are not playing in the spirit intended and whose actions might subsequently damage the Company's reputation; or
- (iii) any other grounds the Company considers reasonable.

5.3 In the event of cancellation, in accordance with Clause 5.1, the following scale of charges will apply and be payable by the Customer :-

- 5.3.1 cancellation more than eight weeks prior to tournament date – loss of Deposit; and
- 5.3.2 cancellation less than eight weeks prior to tournament date – 100% of the full price paid or to be paid (as the case may be). No refunds will be made in respect of individuals who are unable to come on the tour for any reason.

## 6. PAYMENT

6.1 Unless otherwise agreed in writing by the Company, the Customer must pay a deposit of £50 per Team Group member (the "Deposit") when making a Booking with the Company. Subject to Clause 6.2 the outstanding balance on the full purchase price ("the Price") is due to be paid eight weeks prior to the date of the tour and must be paid within fourteen days of receipt of an invoice from the Company. If the Price is not paid in full by that date, the Company may at its option (a) suspend the Customer from participating in the relevant tournament, or (b) extend the date for payment of the Price for an additional five Business Days. Where the full purchase

Price is not received by the specified date, the Company reserves the right to keep the Deposit, which will not be refunded, even if the Customer is suspended from participating in the relevant tournament.

6.2 Notwithstanding Clause 6.1 above, if a booking is made less than eight weeks before the date of the relevant tournament, the full Price must be paid at that time. The same requirement for immediate payment will also apply if the Customer makes any additions to the number of persons on the booking. Arrangements for such additional persons are, of course, at the Company's discretion.

6.3 A 3% charge will be levied on final balance payments made by credit card.

## 7. CUSTOMER'S OBLIGATIONS

7.1 The Customer must:

7.1.1 behave at all times in a safe, sporting and courteous manner, showing respect to opponents and referees;

7.1.2 obey the lawful and proper instructions of any supervisor or other official of the Company;

7.1.3 supply at its own cost and risk appropriate equipment suitable for the organised event (excluding the goal, nets and ball); This will normally consist of standard football kit, ideally of a colour as directed by the tournament administrator, and appropriate footwear. While playing football, participants should not wear anything which could constitute a danger to themselves or other players, e.g. watches, rings or heavy jewellery.

7.1.4 inform the Company of any existing medical condition which may affect their ability to participate fully in the tournament.

7.1.5 The Customer should be aware of the physical risks associated with playing football. The Company and its agents are unable to provide any medical facilities or treatment.

7.1.6 The Customer must take reasonable care to satisfy him/herself that the playing surface, and other aspects of the football venue such as the ball, goals and surrounds, are safe and suitable. Under no circumstances should any Customer participate in the football tournament if they consider any of the above items to be in any way unsafe or dangerous to them personally.

7.1.7 On the day of the tournament, the Customer must ensure that they are at the appointed pick up point timeously for transport to the venue; and

7.1.8 read the rules, regulations and format of the tournament prior to the tournament itself.

7.1.9 adhere to sportshall's 'house rules'.

7.2 The Customer must also:

7.2.1 pay for any additional items or services they partake of during their stay in the accommodation; and

7.2.2 agree not to independently make any changes to their Team Group's submitted rooming arrangements on arrival at the accommodation; nor attempt to negotiate changes to the rooming arrangements and/or number of rooms with the hotel staff either before the tour or during the Customer's stay at the accommodation.

7.2.3 adhere to the hotel's rules and regulations; and conduct themselves in an acceptable manner at the hotel throughout their stay. Eurofives reserves the right to inform the Customer's company, and/or their Captain's company, of any

instances of the following: inappropriate behaviour, unacceptable noise, disrespect to hotel staff or other guests and/or unacceptable mess or damage in the hotel. Eurofives also reserves the right to take legal action against any Customer whose conduct may damage Eurofives' reputation.

7.2.4 The Customer must organise their own travel arrangements to the accommodation (including flights and transport to and from the relevant airports). The Company advises that the Customer does not make any travel and insurance arrangements until the Company confirms that it has received sufficient entries to allow the specified tournament or tournament sub-group to take place as proposed.

7.3 The Customer should exercise due care of their person and of their belongings in the accommodation, on the coach and at the football tournament venue.

## 8. COMPANY'S RIGHTS AND OBLIGATIONS

8.1 The Company does not exclude liability for death or personal injury caused by any of the Company's staff or agents, whilst acting in the scope of their employment or agency.

8.2 The Company does not accept liability for the negligence of any other persons.

8.3 The Company reserves the right to withdraw a Customer and his/her Team Group from a tournament or event(s) within a tournament, if they do not honour their obligations as set out in Clause 7 above or if in the Company's staff or agents' opinion the Customer is not in an acceptable state to participate in the tournament or is under eighteen years of age. A Customer will be considered to be in an unacceptable state for participation if they are a) under the influence of alcohol or drugs or b) appear to be physically or mentally unfit to play football. In all of the above circumstances, no refund will be given to the Team Group of the price paid.

8.4 The Company will take all reasonable steps to ensure that the accommodation is of a suitable standard. The Customers will be told in advance the nature of the accommodation and will be deemed to have accepted the suitability of the accommodation by paying the Deposit.

8.5 The Company reserves the right to alter the format of the tournament or tournament group where one or more of the registered teams are excluded from the tournament or unable to participate. In all cases, each team will play at least one match against their group opponents.

## 9. ITINERARY AND PLAYING RULES

The following information will be communicated to the Team Group captains in good time prior to the date of the relevant tournament: the exact location of the accommodation and tournament venue, the timings of the tournament and associated transfers, further details on the playing rules, procedures etc. It is the duty of the Captain to pass this information on to the rest of his Team Group.

## 10. ACCOMMODATION AND TOURNAMENT VENUES

10.1 All descriptions of accommodation and tournament venues will be as accurate as possible.

10.2 Drinking water and the opportunity to purchase soft drinks may be available at the tournament venue. However Customers are advised to make adequate provision for re-hydration during the football tournament.

## 11. FORCE MAJEURE

11.1 Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than payment of money) where such delay or failure results from force majeure, act of God, fire, accident, war, rebellion, riot, sabotage, official strike, lock-outs or official labour disputes or any other causes beyond that party's reasonable control (an event of "Force Majeure").

11.2 Where the Company is prevented from carrying out further performance under the contract by reason of an event of Force Majeure, the Customer shall forthwith pay to (to the extent not already paid) the Company the Price less a reasonable sum for any part of the contract not performed by the Company.

## 12. SUPPLIERS

The Company does not own the accommodation or tournament venue, transport or other services provided for the Customer.

## 13. PASSPORT REQUIREMENTS AND HEALTH ADVICE

13.1 All members of a Team Group require a valid passport to travel to another country. All Customers must possess a valid passport. UK Passports, which can take two weeks or longer to be obtained, can be applied for by calling 0870 521 0410 in the first instance.

13.2 For tours in the Netherlands, UK Customers are strongly advised to obtain the European Health Insurance Card (EHIC) from any Post Office or by calling 0845 606 2030. This should enable UK visitors to receive urgent medical treatment in The Netherlands on the same terms as Dutch nationals. We recommend that all Customers carry their EHIC card at all times during the tour.

## 14. HOLIDAY INSURANCE

It is a condition of booking that the Customer has in place or takes out their own adequate holiday insurance or an equivalent policy that provides the Customer with cover in respect of (i) cancellation or curtailment of Services due to accident, illness, family illness, bereavement or redundancy; (ii) personal accident and personal liability; (iii) medical expenses; (iv) personal effects and money; and (v) playing and practising sport. The Company advises all Customers to study the terms of their insurance policy very carefully to ensure that it is suitable for them, and includes cover for all activities in which they intend to participate during their holiday.

## 15. SECURITY OF PAYMENTS

In accordance with the provisions of the Package Travel, Package Holidays and Package Tours Regulations 1992 (EC Directive 90/314), *all monies* paid to Eurofives Ltd., either as deposit or final settlement, will be held in a separate trust account at the Royal Bank of Scotland plc, 116 Cowgate, Kirkintilloch, G66 1JX and as such will not be released to Eurofives Ltd. until after the tour has taken place or a Booking has been cancelled.

## 16. SPECTATORS

The Company may, at its sole discretion, agree to book some Customers on the tour as non-playing spectators at a price to be agreed. All relevant conditions of this contract apply to spectating Customers. While spectating at the tournament, Customers should remain alert to the possibility of being struck by a stray football. We recommend spectators watch the play from behind a net or screen if applicable or else do not stand nor sit too close to the field of play.

17. PHOTOGRAPHS

The tournament administrator or another agent of the Company may take photographs of the football tournament and Team Group line-ups during the tour. The photographs may be used on the Company's website and/or any publications, and are intended primarily as a visual record of the tour for the participants and/or for future promotional purposes. Any Customer who does not wish to be photographed should make this clear in writing to the relevant Company representative.

18. COMPLAINTS

If a Customer has a complaint about any service provided by the Company, they must inform both the Company's local representative (or the Company's UK office) and the supplier of the service of their complaint. This should be done in writing and within 24 hours to allow every possible assistance to be given to resolve the matter as quickly as possible. If a matter cannot be put right in this manner the Customer should notify the Company in writing within 14 days of the date of their return.

19. ENTIRE AGREEMENT

These Terms and Conditions set out the entire agreement and understanding of the parties in relation to the subject matter of these Terms and Conditions.

20. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in all respects in accordance with Scottish law and each of the parties hereto hereby prorogates the non-exclusive jurisdiction of the Court of Session as regards any claims or matters arising hereunder.



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