

# TENNIS HOLIDAYS SPAIN TERMS AND CONDITIONS 2024

## **Making a Booking**

Complete and sign the Booking Form accepting the conditions of Tennis Holidays Spain, The Dataport, Ballasalla, Isle of Man IM92AP. These booking conditions form the basis of your contract, our invoice will act as our confirmation of your booking. The lead traveller must be 18 years old, and a deposit of £100 per person is required at time of booking. Full payment is due 8 weeks prior to departure. A reminder is not sent to you, it is your responsibility to forward balance on the due date, shown on your invoice. The right is reserved to cancel any bookings not paid by the due date.

## **On Receipt Of Your Deposit**

We make the necessary reservation and your deposit is accepted in part payment of the agreed cost of the booking and is credited to your account. The contract exists between us after you have received a confirmation invoice, normally within 7 days, which should be checked and queried if not in order. We shall not be liable if any of the information is incorrect if you have not notified us within 7 days of receipt.

## **Cancellation**

Great care has been taken to ensure that the holiday promoted is of good quality and will be available throughout the current year, however if any changes to your holiday are necessary, due to circumstances beyond our control, we would advise you prior to departure. Where major changes are necessary, we would offer a full refund. (A major change would constitute change of accommodation to a lower grade)

## **If We Change Your Holiday**

We plan the arrangements for holidays on our website 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. Most changes are of a minor nature and we will advise you as soon as possible before your departure. Sometimes major changes are necessary to your accommodation. Major changes include the following:

Change of accommodation to that of a cheaper price (see Cancellation)

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 advertised price
- (c) Cancel your holiday

If you choose either (a) or (b) you will also be offered a credit towards the costs of your holiday as shown below:

- (i) Changes more than 56 days before departure - NIL
- (ii) Changes between 55 – 29 days before departure - £10 per person
- (iii) changes between 28 – 15 days - £20 per person
- (iv) Changes between 14 – 8 days before departure - £30 per person

(v) changes less than 7 days before departure £40 per person

If you choose (c) we will refund all monies paid.

In the unlikely event of insufficient numbers which, in our opinion, make the holiday non-viable, we reserve the right to cancel your booking, subject to us reimbursing all deposits paid.

### **Could I Be Refused Entry?**

There are a number of reasons for which you could be refused entry:

1. If you do not hold a valid passport and/or visa required for entry into or exit from the country of origin or destination.

Or

2. If in the opinion of a person in authority you appear to be unfit to travel or likely to cause discomfort or disturbance to other passengers our responsibility for your holiday will immediately cease. We will not be responsible for any costs you may incur or make refunds to you.

### **Misbehaviour**

We reserve the right at our absolute discretion to terminate without notice the holiday arrangements of any customer whose behaviour is such that it is likely in our opinion to cause distress, damage or annoyance to our customers, employees, property 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 which may be incurred. Tennis Holidays Spain Ltd has no control over the behaviour of person staying at, or visiting your holiday accommodation and is not responsible for any withdrawal or impairment of facilities or other loss or damage caused by them.

### **Passports, Visas & Travel Documents**

If you have a British passport it must be valid for at least 6 months after your return date in line with the new travel regulations post Brexit. If you are not a British passport holder you may require a visa, please check before booking your holiday. All passport, visa, travel insurance, health certificate requirements and Foreign Office advice are your responsibility. Tennis Holidays Spain accepts no responsibility for any delay or expense incurred through any irregularity in your documents.

### **Late Bookings**

For all bookings made within 8 weeks of departure, the full amount of the holiday price is required with the booking form.

### **Tennis Arrangements**

Amendments of any tennis schedules may be necessary from time to time due to court unavailability/climatic condition. Amendments will be advised to you and alternative arrangements made wherever possible. In the unlikely event of rain 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. We shall not be responsible should any named host coach not be available as a consequence of injury, illness or other reasons beyond our control.

### **Force Majeur**

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, natural and nuclear disaster, fire or adverse weather conditions.

### **Accommodation**

The accommodation booked is reserved exclusively for the persons named on the booking form. Subletting or assignment or sharing is not permitted. All damages and breakages will be charged to the client and must be paid before vacating the property.

### **Accommodation Rental Period**

These will vary depending on which accommodation is chosen. Please ask when booking for specific times.

### **Water/Environmental Conditions**

Limited rainfall and climate fluctuations can often affect the supply of water, which may result in cuts – 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 e.g. insects. The water supplies are suitable for consumption after boiling but we recommend bottled water for drinking.

### **Price Guarantee**

The price of your holiday, once confirmed, is guaranteed. However in the event of substantial changes in local taxes, or exchange rates, these charges would be passed to the client. Tennis Holidays Spain would absorb the first 2% of any increase where a holiday has been confirmed.

### **If You Have A Problem**

In the very unlikely event that you have a problem or complaint during your holiday, please notify a representative of Tennis Holidays Spain immediately, so that they have an opportunity to rectify the issue. If this is proven unsatisfactory then the client should notify Tennis Holidays Spain in writing within 28 days of the completion of his/her holiday. No liability can be accepted for complaints not notified within that period or if the complaint was not notified to a Tennis Holidays Spain representative during the holiday.

**Conditions of Carriage** 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. Cancellation charges are calculated from the date we receive written notification in our office. When we receive the written then the cancellation charges below will apply:

	Deposit
More than 56 days before departure	
55 – 29 days	50%
28 – 15 days	70%
14 – 1 day	100%

### **Data Protection Policy**

In order to process your booking and to ensure that your travel arrangements run smoothly, Tennis Holidays Spain requires to use the information you provide e.g. name, address and special needs/dietary requirements/medical conditions. We only pass this information to relevant suppliers of your travel arrangements such as the car hire company, tennis centres

and the accommodation owners. We will not pass on any information to persons not part of your travel arrangements. We will hold your information where collected by us and may use it to inform you of offers in the future. You are entitled to a copy of the information held by us.

**Insurance**

It is essential that all clients arrange adequate travel/holiday insurance cover.

**Exchange Rate**

To convert payments from Euros to Sterling the rate to be used is that detailed on the Financial Times website on date payment being effected - [markets.ft.com/data/currencies](http://markets.ft.com/data/currencies).

Tennis Holidays Spain is covered by a Tour Operators Combined Liability Insurance policy. Tennis Holidays Spain is registered in Isle of Man No 217686, with the registered office at The Dataport, Ballasalla, Isle of Man IM92AP.