



# TERMS AND CONDITIONS

## AGREED TERMS

### 1. INTERPRETATION

- 1.1 The definitions in this clause apply to these Terms:  
Force Majeure Event: shall have the meaning given in clause clause 9.  
Order: your order for the Services as set out in the terms of Appendix A.  
Order Confirmation: shall have the meaning set out in clause clause 2.5(b).  
Services: the services that we are providing to you as set out in the Appendix A.  
Terms: the terms and conditions set out in this document.  
We/us: Algarve Open Ltd.  
Writing or written: includes faxes and e-mail.

- 1.2 Headings do not affect the interpretation of these Terms.

### 2. BASIS OF SALE

- (a) We consider these Terms and the Order to set out the whole agreement between you and us for the supply of the Services. These Terms only apply to our contracts with consumers.
- (b) Please check that the details in these Terms and on the Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.
- (c) Please ensure that you read and understand these Terms before you sign and submit the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.5.

- 2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Services they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.

- 2.3 If any of these Terms are inconsistent with any term of the Order, the Order terms in Appendix A shall prevail.

- 2.4 The Order is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

- 2.5 These Terms shall become binding on you and us when:  
(a) we issue you with written acceptance of an Order; or  
(b) we notify you that we are able to provide the Services,  
whichever is the earlier, at which point a contract shall come into existence between us.

- 2.6 We shall confirm the Order in writing.

- 2.7 You may amend or cancel an Order in accordance with Appendix A. If you amend or cancel an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation. However, where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it.
- 2.8 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled. If the services are ongoing, we will give you prior notice of any changes to these Terms and you can choose to cancel the Order without penalty before the new Terms affect you.

### **3. QUALITY OF SERVICES**

- 3.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:
- (a) conform in all material respects with their description;
  - (b) are carried out with reasonable care and skill;
  - (c) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;
  - (d) are free from material defects in design, material and workmanship; and
  - (e) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 3.2 This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 3.3 These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform with these Terms.
- 3.4 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.
- 3.5 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.
- 3.6 We only supply the Services for domestic and private use, and you agree not to use the Services for any commercial purpose.

### **4. PROVISION OF SERVICES**

We will supply the Services to you in accordance with Appendix A.

### **5. DEFECTIVE SERVICES**

In the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible after we have carried them out.

### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Services will belong to us absolutely.
- 6.2 You may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.

## **7. PRICE AND PAYMENT**

- 7.1 The price of the Services will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing.
- 7.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 7.3 The fees shall be paid in accordance with Appendix A.
- 7.4 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services or any other outstanding Order until you have paid the outstanding amounts.

## **8. LIMITATION OF LIABILITY**

- 8.1 We shall not be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
- (a) loss as contemplated in Appendix A;
  - (b) loss of income or revenue;
  - (c) loss of business;
  - (d) loss of anticipated savings; or
  - (e) loss of data.
- 8.2 This clause does not include or limit in any way our liability for:
- (a) death or personal injury caused by our negligence; or
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
  - (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

## **9. EVENTS OUTSIDE OUR CONTROL**

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).
- 9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- (a) strikes, lock-outs or other industrial action; or
  - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
  - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
  - (e) impossibility of the use of public or private telecommunications networks.
- 9.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## **10. TERMINATION**

10.1 Termination shall be in accordance with Appendix A.

10.2 Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

## **11. ASSIGNMENT**

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

## **12. NOTICES**

All notices sent by you to us in accordance with Appendix A.

## **13. DATA PROTECTION**

13.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties.

## **14. GENERAL**

14.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

14.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

14.4 These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

## APPENDIX A

These terms and conditions relate to all Algarve Open Ltd events.

### 1. Definitions

**“Company” means Algarve Open Ltd;**

**“Closing Date” means – 60 days before the start of the event**

**“Cancellation date” means 50 days before the start of the event**

**“Parents” means the parents of any Participant under the age of 18;**

**“Participant” means the participating individual;**

**“Final installment” means remaining 50% of total package cost; and**

**“RESORT” MEANS AMENDOEIRA GOLF RESORT, SHERATON PINE CLIFFS RESORT, QUINTA DA BOA NOVA, ALFAMAR BEACH AND SPORTS RESORT, DOM PEDRO GOLF HOTEL, THE TIVOLI MARINA HOTEL, PORTIMAO AND ANY OTHER RESORTS THE COMPANY MAY USE.**

### 2. Terms of Payment:

2.1 The Deposit shall be payable when booking.

2.2 The Deposit is non-refundable except where the entire event is cancelled.

2.3 Payment must be made in full 60 days before the start of the event.

Payment schedule:

20% deposit when booking which is non-refundable

30% 90 days before the start of the event

Final instalment 60 days before the start of the event.

If booking within 60 days of the event, the full amount is payable.

2.4 Bookings will be refunded in accordance with the following scale:

20% non-refundable deposit

30% of the total package price refunded between 75 and 89 days prior to the start of the event.

10% of the total package price refunded between 61 and 74 days prior to the start of the event.

50% of the total package price refunded if cancelled between 51 and 60 days prior to the start of the event.

Within 50 days of the start of the event no refunds available.

In order to put this event on we incur a lot of costs that we cannot reverse if there are cancellations less than 50 days before the event. In addition, the only way we are able to secure such good rates on hotels is to make special group bookings in advance but the hotels request money to confirm bookings. Please be aware that all bookings are subject to availability and prices may go up after certain dates.

In the instance of the whole event being cancelled the consumer is entitled to 100% refund after the cancellation date if they no longer wish to go on the holiday. If they wish to still have the holiday they can be reimbursed for services that they will not be receiving; for example Tennis Academy.

### 3. Complaints with Accommodation, transfers, trips or car hire that we have organised for you.

3.1 If a Participant or Parent/Guardian have any complaints about the quality service of any transfer, trip or car hire organised by the Company, the Participant and/or Parents/Guardians shall endeavour to report it to the Company as soon as practicable from the occurrence of the complaint.

3.2 Notwithstanding term 3.1 above, any complaint shall be made within 24hours of its occurrence to the one the Company's representatives at the event.

3.3 The Company shall use its reasonable endeavours to rectify any complaint.

#### **4. Liability**

- 4.1 The Company's liability is excluded for any injury incurred whatsoever on any third party transport. For the avoidance of doubt, this includes all transfers between the home country of the participant and the event Resort and any trips or excursions whatsoever during the event.
- 4.2 The Company's liability is excluded for any injury incurred whatsoever at the Resort resulting from the Resort's facilities or otherwise caused by the Resort's negligence or otherwise.
- 4.3 The Participant and the Parents/Guardians hereby expressly acknowledge that any claim under term 4.1 and 4.2 of these terms and conditions shall be brought directly by Participant and/or Parents/Guardians against the Resort or otherwise Contemplated.
- 4.4 All other liability is excluded by the Company, except where the Participant can prove direct negligence by the Company against the Participant.

#### **5. Coaches**

- 5.1 The Company shall provide trained professional tournament coaches and leaders to run the event.
- 5.2 All coaches and leaders provided by the Company are CRB/Police cleared to work with children.
- 5.3 Any Participant or Parent/Guardian may request in writing the CV of any coach or leader working at the event and such CV shall be provided within 7 working days.

#### **6. Responsibility of care for unaccompanied Participants**

- 6.1 If Participants are travelling unaccompanied by a Parent/Guardian, they are the Company's responsibility from the time they arrive at the destination's airport to the time they are in the departure lounge to return home.
- 6.2 Each Participant and Parent/Guardian expressly agrees to abide by the Company's rules and terms and conditions.
- 6.3 The Company's rules shall be decided by any Company representative at any time during the event and shall include, amongst others:
  - 6.3.1 strictly no alcohol;
  - 6.3.2 no leaving the hotel complex without supervision;
  - 6.3.3 no smoking;
  - 6.3.4 no illegal substances; and
  - 6.3.5 no changing of sleeping arrangements.
- 6.4 Should any of these rules be broken, it could result in the Participant being withdrawn from the event with immediate effect and being returned to their home country.
- 6.5 The Parents/Guardians hereby agree to wholly indemnify the Company for any costs incurred for returning the Participant to their home country under term 6 of these terms and conditions.

#### **7. Entire Agreement**

These terms and conditions are the entire agreement between the Participant and the Company.

## 8. Data Protection

- 8.1 The processing of personal data of the Participant is governed by the Data Protection Act 1998, under which the Company is registered as a data controller.
- 8.2 Any personal data provided in the application form will be held securely and in accordance with the Data Protection Act 1998. The Company shall use the personal data for the purpose(s) in relation to which it has been provided.
- 8.3 The Company may however need to disclose personal data to a third party so that they can provide the service you have requested, or fulfil a Subject Access Request. The Company may additionally need to disclose information where there is a legitimate reason for disclosure (such as a court order) but the Company will ensure that it complies with the Data Protection Act.
- 8.4 Any information about you that we pass to a third party will be held securely by that party, in accordance with the Data Protection Act 1998, and used only to provide services or information you have requested.
- 8.5 As a data subject the Participant has the right to ask for a copy of personal data held and to ask for inaccuracies to be corrected by the Company.

## 9. Notices

Any notice or written communication between the Participants, Parents/Guardians and the Company shall be made to the nominated email address in the application form by the Company's email address: [enquiries@algarveopen.com](mailto:enquiries@algarveopen.com)

## 10. Governing Law

These terms and conditions are governed by English Law and any dispute shall be conducted exclusive in the English Courts.

---

