

## SOCCER EXCELLENCE GENERAL CONDITIONS

The terms, conditions and responsibilities outlined herein apply to the services that Soccer Excellence provides in the planning, handling and operation of tours. These terms are assumed to be accepted by the responsible party upon receipt of a signed contract (below) and initial deposit.

1. **Reservations and deposits:** A deposit of \$500.00 per person is required along with our receipt of your signed paperwork and contract. No travel arrangements can be confirmed until receipt of the preliminary deposit and signed paperwork/contract. Payment will be expected according to the following schedule:

Per person deposit due upon receipt of signed contact	\$500.00
2 <sup>nd</sup> payment per person due March 1 <sup>st</sup> 2013	\$500.00
3 <sup>rd</sup> payment per person due May 1 <sup>st</sup> 2013	\$500.00
Balance due by June 15, 2013	Remaining Balance Owed

All checks are made out to Soccer Excellence.

2. **Payment:** Upon our receipt of your deposit, you will be placed on the above payment schedule. The payment schedule must be complied with according to the terms and due dates indicated in order to avoid late payment fees (see below). Failure to comply with the payment schedule may also result in penalty costs, increased rates, the inability to provide agreed upon package inclusions or total cancellation of the trip. Soccer Excellence reserves the right to cancel the tour in the event of non-compliance with the payment schedule terms.

**Late Payments:** Installments received after the due dates are subject to a \$20 per person charge. Any unpaid balances owed after June 10<sup>th</sup> 2013 will be charged to the traveler's credit card number on file.

3. **Cancellation:** Written notification of cancellation must be received by Soccer Excellence in advance of the tour's starting date. Cancellation costs will be assessed as follows: Cancellations prior to January 1<sup>st</sup> 2013 will result in no penalty. Cancellations received between January 1<sup>st</sup> 2013 and April 1<sup>st</sup> 2013 will result in a \$500.00 penalty. Cancellations received between April 1<sup>st</sup> 2013 and June 1<sup>st</sup> 2013 will result in a \$1000.00 penalty. Cancellations after June 1<sup>st</sup> 2013 will result in no refund.

4. **Insurance and liability:** Soccer Excellence strongly recommends the purchase of trip cancellation insurance. We will provide you with the information and details of how to purchase insurance. The terms and conditions of coverage vary according to the insurance provider. Each traveler purchasing this policy will be covered under the terms of the policy for trip cancellation, baggage, personal injury, and trip interruption. The cost of coverage is based upon the cost of the trip. Please be aware that certain pre-existing conditions may be excluded. It is understood that Soccer Excellence accepts no liability for damages incurred by circumstances that would be covered under trip cancellation insurance.

5. **Pricing:** The tour price includes all specified services, accommodations, and activities referred to in your itinerary. The tour price does not include those items not specified, or those referred to as optional or exclusions. Prices are based on the exchange rate noted in your final itinerary, and are subject to revision. In the case of currency fluctuation sufficient to decrease the US dollar value by more than 2%, price may be adjusted to equal the % of dollar value decrease for the applicable portion of the tour price. Guaranteed prices are subject to our receipt of the agreed deposit by the date required in order to secure services and facilities (such as airfare and accommodations) by needed deadlines.

6. **Unused services:** Should any participant need to leave the tour due to unavoidable circumstances (illness, family

emergencies, etc.) we will attempt, if possible, to affect a refund for unused services. Proof of circumstances may be required. Participants should be aware that many portions of the tour might be non-refundable by certain dates regardless of circumstances.

**7. Duration of trip:** The duration of the trip is stated in full days including travel days, i.e. day of departure and day of return.

**8. Documents: Visas and Passports:** Tour participants are responsible for obtaining a valid U.S. Passport prior to departure. Passports should be valid for at least 6 months past the expected return date of your trip. If you do not have a passport, you should apply as soon as possible to ensure you have received it in time. Soccer Excellence will not be liable for any inconvenience or financial damages incurred by non-procurement passports.

**9. Other Documents** such as airline tickets provided by Soccer Excellence or the Soccer Excellence travel agent will be sent to the player or designated party approximately three weeks prior to departure. No documents will be sent until all monies due to Soccer Excellence are paid in full.

**10. Unused services:** Should any participant need to leave the tour due to unavoidable circumstances (illness, family emergencies, etc.) we will attempt, if possible, to affect a refund for unused services. Proof of circumstances may be required. Participants should be aware that many portions of the tour might be non-refundable by certain dates regardless of circumstances.

**11. Exclusion from participation:** Soccer Excellence reserves the right not to accept or retain anyone on tour whose condition or general deportment impedes the operation of the tour or affects the rights of other passengers. Should any participant cause avoidable hindrance in any way to the extent that harm is caused either to themselves, any other party, or the relationship between Soccer Excellence and a supplier (i.e. bus company, airline, hotel) that participant can be excluded from further participation. This includes drug or alcohol abuse, antisocial, dangerous, violent, or irresponsible behavior. If a person is required to leave the tour, unused portions of the tour will be subject to forfeiture. Damages incurred with any supplier by a member of the group will be the sole responsibility of the individual member(s) and/or group.

**12. Responsibility:** Soccer Excellence's responsibility is limited and subject to the following terms: If unforeseen conditions beyond our control necessitate changes, we reserve the right to vary itineraries and substitute the best alternative available. If substitutes result in a lower cost, a refund will be made when you get home. During local or national holidays certain features such as museums, sightseeing tours and shopping may be limited or unavailable. In such instances and whenever possible, itinerary adjustments and substitutions are made to minimize inconvenience. The responsibility of Soccer Excellence and/or its agents is limited. We act only as an agent for the passenger in all matters connected with hotel, dining services, sightseeing tours, tournament operators and other suppliers of services, and transportation whether by rail, air, motor coach, car, boat or any other means. As agent, Soccer Excellence holds itself free of responsibility for any damage, injury or loss resulting from any cause. We cannot be responsible for any extra costs or losses resulting from any damage, expense or inconvenience caused by delayed or canceled transportation services, changes of schedule, strikes or other conditions beyond our control. Soccer Excellence neither own nor operate any of the suppliers of services. All suppliers of services are independent of Soccer Excellence and we are neither responsible nor liable for actions of those not directly under our control. Carrier responsibility is limited. Carriers are not responsible for any act, omission or event during the time passengers are not on board their conveyances. The passenger in use by the carriers, when issued shall constitute the sole contract between carriers and purchasers and/or passengers on these tours. Any airline may be flown. It is the responsibility of the passenger to reconfirm all flights directly with the airline within 72 hours of travel.

## TOUR CONTRACT

Player Name/Purchaser: \_\_\_\_\_ Date \_\_\_\_\_

Soccer Excellence agrees to provide the above player/purchaser with the tour package chosen as detailed according to the program and as outlined in the package inclusions and exclusions, for the package price stated and in accordance with the limits of our responsibilities as described in the Soccer Excellence General Conditions.

The purchaser agrees to pay \$2199.00 according to the payment schedule and conditions outlined. It is understood and agreed that the provision of services and amenities is dependent upon the timely remittance of payments to Soccer Excellence as set forth in the payment schedule. Full payment of each installment will be remitted to Soccer Excellence on or before the due date. Installments can be remitted by check, money order, or credit card. The purchaser understands that failure to comply with payment schedule dates may result in penalty costs, increased rates, and Soccer Excellence's inability to guarantee package inclusions as specified. Bookings may be revoked in part or total cancellation of the trip may be necessitated by delinquent payments. Late payments are subject to fees according to our General Conditions.

Soccer Excellence will provide the purchaser with forms designed to expedite the securing of services and amenities required for the tour. The purchaser agrees to provide the information requested on all the applicable forms provided by Soccer Excellence and return the material as soon as possible.

The purchaser confirms that in signing this agreement they have read, understand, and consent to the terms outlined in Soccer Excellence General Conditions and that all participants in this tour are informed of and agree to the conditions outlined in this contract.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
                                Player

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
                                Parent (if traveling with group)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
                                Parent (if traveling with group)

We know this will be the soccer experience of a lifetime. If you have any questions please feel free to call Pat at 1-800-877-3790 x29.  
.Pat Ozburn