



SECTION A: TERMS AND CONDITIONS FOR RESIDENTS OF ALL COUNTRIES OTHER THAN EU, EEA, SWITZERLAND AND UK.

FOR RESIDENTS OF EU, EEA, SWITZERLAND AND UK PLEASE REFER TO SECTION B BELOW

BEYOND Travel 26

TRAVEL PACKAGE BOOKING TERMS AND CONDITIONS FOR INTERNATIONAL (NON-EUROPEAN) RESIDENTS

These Travel Package Booking Terms and Conditions for all international residents outside EU, EEA, Switzerland and the UK ("**Terms and Conditions**") are between the Customer ("**You**") and BEYOND Travel Services Ltd ("**BEYOND**" or "**us**") a company registered in the Republic of Ireland at Unit 8, Finnabair Business Park, Dundalk, County Louth, Ireland, A91 XW18 (Company Number IE768980) in connection with the operation of the "BEYOND Travel 26" Program, that provides for the booking of comprehensive Travel Package(s) comprising, at an inclusive price, a combination of (i) overnight hotel accommodation, (ii) flights (with a selection of scheduled and charter flight airlines), (iii) ground transfers, and (iv) ancillary services (if applicable).

When submitting the order offline, You accept that, by submitting your signed and completed order for Travel Packages (the "**Order**") in the form of the document provided to you (the "**Sales Document**") and in the manner described below in Section 1, you confirm that you have read, understood and accept these Terms and Conditions and agree to be bound to them. These Terms and Conditions shall prevail over any other terms that you may seek to incorporate, or which are implied by custom, practice or course of dealing. Such other terms shall be deemed rejected by us.

1. RESERVATION AND BOOKING OF TRAVEL PACKAGE(S)

- 1.1. **Making Your Reservation Offline:** An Order is your binding offer to us for the purchase of the reserved Travel Packages as identified in such Order (the "**Ordered Travel Packages**") on the terms outlined in these Terms and Conditions. All Orders must be signed by you (or your authorised representative) and may be accepted or rejected by us in accordance with Section 1.3. Any Sales Document provided by us for you to sign and complete will not under any circumstances constitute an offer by us.

1.1.1. Online Application Process: You acknowledge and agree that, by (i) completing the online Application Process, and (ii) clicking the Acceptance of Terms and Conditions Box, you have read, understood and accept these Terms and Conditions and agree to be bound by them. These Terms and Conditions form an integral part, and are a binding component, of the Agreement. Subject to any applicable law, they prevail over any other terms you may seek to impose or incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by us.

1.1.2. Provision Of Your Details Online: You acknowledge and agree that the Application Process involves a number of steps including but not limited to providing payment details to us, providing delivery address and delivery contact, completing and submitting the Check-Out Page and clicking the Acceptance of Terms and Conditions Box.

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travel26@beyond-hospitality.com



- 1.2. **Submission of Your Order:** You are responsible (i) for the submission of your Order to us in a complete and unaltered state when submitting offline, and/or (ii) for the correct completion of the Application Process, the correct submission of the Check-Out Page and of the Acceptance or Terms and Conditions Box. Incomplete or altered Orders may be rejected by us. We shall not be responsible or liable in any way to you or any third party for Orders which are lost, misdirected, rejected, incomplete or whose delivery to us is delayed.
- 1.3. **Booking Confirmation:** If we elect to accept your Order, this shall occur when we issue you with our written confirmation and acceptance of your Order ("**Booking Confirmation**"), at which point the Agreement in relation to the Travel Packages ordered pursuant to these Terms and Conditions shall come into effect ("**Confirmed Travel Packages**"). We shall accept or reject any Order as soon as reasonably possible and notify you accordingly [and in any case no later than five days from the date of submission of your Order].
- 1.4. **Agreement:**
Subject to Section 1.6 below, each Agreement shall consist of, and incorporate the terms of:
- (i) the Order;
 - (ii) the Booking Confirmation;
 - (iii) these Terms and Conditions;
 - (iv) any applicable Conditions of Carriage.
- Any other samples, drawings, descriptive matter or advertising issued by BEYOND or BEYOND's Sales Agent, and any illustrations or descriptions of the Travel Packages contained in BEYOND catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Travel Packages. They shall not form part of the Sales Agreement or have any contractual force.
- 1.5. **Signature on the Order and/or Sales Document:** We are entitled to rely on the signature applied to any Order (or where appropriate to any other acceptance method recognised by us) that is received by us, as evidence that any third party signatory has full legal authority to sign on your behalf.
- 1.6. **Booking Your Travel Package**
When you book your Travel Package, you are accepting these Terms and Conditions and the Agreement on behalf of everyone travelling with you. We will only deal with you, the lead name, and you must be an adult (ie.18 or over) when you book. Anyone aged under 18 on your Travel Package must be accompanied by an adult.



When we say “you” and “your” we mean you, as the lead name, or you and everyone travelling, depending on the context.

If you are booking on behalf of the company, other legal entity and/or other individual, you represent and warrant that (i) you have full legal capacity and authority to sign and bind on behalf of the Customer as indicated in the Order (and/or in the billing contact details), and that, if applicable, all relevant approvals and consents have been obtained, and (ii) you have all authority to bind everyone travelling with you to the terms of these Terms and Conditions and/or Conditions of Carriage as might be applicable.

The Agreement incorporates your acceptance of the conditions of carriage of the airline and the provisions of international conventions (including the Warsaw, Montreal and Athens conventions) that apply to travel by air, land or sea, together with any terms and conditions that may apply to the specific accommodation and other services that may be included as part of the Travel Package. Please ask for a copy of any conditions applicable.

1.7. **Providing Information**

You must ensure all information you give is correct. We'll use the personal data you give us in line with our Privacy Policy and the applicable laws. You acknowledge your responsibility to obtain the written consent of each of your guests to use their data for the purpose described in these Terms and Conditions. You must pass on any information we give you to everyone travelling. If you are not self-reliant, have a medical condition or have reduced mobility (like finding it hard to walk 500 meters) you must tell us before you book so we can ensure that the Travel Package is suitable for you. If this changes, tell us at least 48 hours before your Travel Package trip commences.

You are responsible for correctly completing and providing all information required by BEYOND under the application process. BEYOND reserves the right to reject any applications which are incomplete, inaccurate or incorrect.

We shall not be liable for any sort of incorrect entry of information, technical malfunctions and/or internet, failure of computer hardware or software, or lost or incomplete applications or failure to communicate with you by email due to the non-acceptance or delivery failure of the Booking Confirmation by your own email.

1.8. **Hotel Accommodation:**

Named Guests: Your hotel reservation is made for the dates specified under the traveller names you provided for your Travel Package Booking Confirmation. The hotel may decline any guests who are unable to provide ID matching the booked names.

Room Occupancy: The maximum room occupancy is as per the Booking Confirmation – additional guests may be declined at check-in or charged for at the hotel's discretion.

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Incidental Charges: The Payment Total does not include, and we shall not under any circumstances be responsible for, any incidental charges incurred, including but not limited to room service, laundry services, food and beverage (unless expressly included), telephone calls and all corresponding service charges and taxes. You may therefore be required by the hotel upon check-in (arrival) to guarantee payment of incidental charges with a major credit card or cash deposit, the amount of which shall be at each hotel's discretion.

Charges & Refunds: The charges for your accommodation are included within the total Travel Package price paid and, as such, no refund shall be due should you decide not to stay at the hotel for the booked nights.

Minimum Stay Requirements: Ordered Travel Packages may be subject to a certain minimum number of nights required to be booked ("**Minimum Stay**"), details of which will be in the Order and/or in the Application Process.

1.9. **Flights:**

Flights for the Travel Packages will be operated with a mixture of scheduled and charter airline operations. Around high demand periods, flight and airport operations are particularly challenging, and we maintain the right to amend airline, date, flight timing and airport details in order to ensure the integrity of the overall travel program being provided. The overriding principle will be to ensure arrival into the respective Host City on the day before the respective Match at the latest and departure no earlier than the day after the Match. While we will do all possible to meet individual requirements, we are unable to provide any guarantee above that. Conditions will apply to the flights as follows:

Scheduled Flights: conditions will be advised as per the respective airline terms on confirmation and on ticketing will be fully applied as per the airline and displayed on the e-ticket. The airline conditions of carriage and obligations under international conventions will apply.

Charter Flights: Once we can confirm if your booking includes the operation of a charter flight, the terms of such charter flight operated will be provided to you.

1.10. **Ground Transportation:**

Ground transportation services included in your Travel Package—such as airport-hotel transfers, Match-Day transfers, and intercity routes—are provided in accordance with local, state, and federal regulations across all Host Cities. By booking, you agree to the terms outlined below.



Confirmed transportation dates cannot be changed. For certain routes, BEYOND may replace flights with coach or train services due to operational or legal requirements most likely (but not exclusively) on the Northeast Corridor (New York, Boston, Pennsylvania). Vehicle types may also be substituted with similar or upgraded models based on availability or operational needs. Change requests will be reviewed based on availability and may incur additional costs. Vehicle upgrades may be offered for an extra charge. Final transport details will be sent 24–48 hours prior to service.

All vehicles used are modern, comfortable, and safety compliant. Vehicle models may vary by region. Seating is typically unassigned, and standing during transport is not permitted.

We will do our best to support passengers requiring accessibility services. However, not all vehicles are equipped with features like wheelchair lifts. Requests for such accommodation must be made in advance.

Delays may occur due to traffic, weather, or event-related disruptions. While we aim to minimize these, BEYOND is not liable for missed transfers due to such events. Alternative arrangements will be made when possible. Vehicles will wait no more than 10–15 minutes after the scheduled departure time. Late passengers beyond that window are considered no-shows and will not receive refunds or alternative transport.

Match-Day transfers will operate between booked hotels and the closest authorized drop-off point for that vehicle type. Due to security or crowd management, additional walking or transfers may be required to be arranged by you.

Transportation is provided by approved partners in compliance with Host City regulations. Temporary traffic measures, event security, and local advisories may impact schedules. Customers are responsible for checking the latest updates and arriving on time at the designated pickup points. Missed services due to lateness are not refundable.

1.11. FOLLOW MY TEAM Package Specific Terms & Conditions

Where a “Follow My Team” package for 2 consecutive or all 3 group stage Matches of your chosen team has been purchased, all details will be finalized within three (3) calendar months of the Final Draw for the Event. The following specific terms apply:

Non Qualification: Should your chosen team not qualify for the Event, you will be able to transfer your booking to follow another team of your choice (subject to availability at the time) or receive a full refund less an administration fee of 1% of the total Booking Confirmation booking value selected which will be processed by 31 January 2026.

Transportation Between Host Cities: The package prices include flights between Host Cities when attending consecutive Matches. In a few cases it may be preferable to travel by coach between host cities (e.g. New York – Philadelphia) in which case this service will be exchanged for the flight – there will be no refund in such cases. In a very few cases the draw may result in teams playing 2 consecutive Matches in the same Host City – where this is the case,



we will provide a reduction in the Travel Package price to reflect the reduced number of flights included and where full payment has been made a refund for the flight(s) not required will be made.

Post Final Draw Booking Finalisation: Once the Final Draw has taken place, there will be a complex process required to finalise all the details of your Travel Package. While some components (such as hotels) should be confirmed quite quickly, the detailed flight and transfer program will not be finalized until nearer the Event. We will continue to keep you informed as this process progresses but will be unable to take any specific requests in this regard.

1.12. **FINAL SERIES Package Specific Terms & Conditions**

Length of Stay: All 'Final Series' packages include 4 nights' accommodation in each of the 2 Host Cities for a total of 8 nights – we are unable to vary this and no refund will be due if you decide not to utilize the full 8 nights.

2. **PAYING FOR THE TRAVEL PACKAGE(S)**

- 2.1. **Payment Total and Currency:** Subject to any cancellations in accordance with these Terms and Conditions, you will be invoiced in US Dollars **"USD"** and pay in USD for the total amount set out in the Booking Confirmation (**"Payment Total"**) and as invoiced by us and payable by you in USD in accordance with these Terms and Conditions. We acknowledge that (subject to Section 2.4.a) this amount shall include all applicable taxes, duties, levies and charges at the prevailing rate. By completing the Application Process and submitting your Order, you authorise BEYOND to take payment from your card or any other accepted payment method for the Payment Total. You are responsible for ensuring there are sufficient funds available on in your account at the time any payment is taken by BEYOND.
- 2.2. **Incidental Charges:** The Payment Total does not include, and we shall not under any circumstances be responsible for, any incidental charges incurred by or on behalf of the person(s) using the Confirmed Travel Packages, including but not limited to room service, laundry services, food and beverage (unless expressly included), telephone calls and all corresponding service charges and taxes. Breakfast is not included unless expressly included within your Travel Package. You or your guests may therefore be required by the Room provider (**"Room Provider"**) upon check-in (arrival) to guarantee payment of incidental charges with a major credit card or cash deposit.
- 2.3. **Sundry Services:** where a service or services other than the provision of Travel Packages services (including but not limited to food and beverage, laundry services, telephone calls and equipment rental) is reserved by you from us, such service is subject to terms and conditions to be defined and agreed separately.
- 2.4. **Adjustments, Bank and Credit Card Charges and Invoice Issuing**
 - a. We reserve the right to include adjustments to the Total caused by changes in the applicable sales tax or tax rates, duties, levies or charges from those prevailing at the time of the Booking Confirmation and which may be charged retrospectively.
 - b. Any and all bank or wire payments, currency exchange control, currency conversion, credit card charges or other charges incurred by you in connection with any payment obligation outlined in the Terms and Conditions will be

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the sole responsibility of and be borne and payable by the Customer in addition to the price of the Confirmed Travel Packages.

- c. Invoices in respect of the above payments will be issued by us to you no more than forty-five (45) days prior to the due payment dates.

2.5. **Payment Arrangements:** your payments to us shall be made to the bank account indicated by us on the invoice. Any payments made by you to us shall not be considered effected until cleared funds have been received in the nominated bank account. You acknowledge that any payment we receive from you may be applied in our discretion towards payment of any sums due from you under this or any other Booking Confirmation or invoice.

- a. **Late Payment:** If full payment of any amount due to us under this or any other Booking Confirmation has not been received by the due date and we do not receive payment from you ten (10) days after serving notice to you requesting such payment, we shall be entitled to:

- i) Apply our termination rights pursuant to Section 5.7 below;
- ii) Charge interest on all amounts outstanding at five percent (5%) above the 12 month US Dollar Libor rate as it may vary from time to time from the date payment became due until actual payment is made ("**Late Payment Fee**");
- iii) partially terminate or suspend any of our obligations under the Booking Confirmation and/or these Terms and Conditions; and
- iv) claim for all further losses, damages and costs suffered by us as a result of non-payment and/or late payment.

2.6. **The Price You Pay**

When you book your Travel Package, you must pay immediately either (a) the full amount of the booking, or (b) the first instalment, if such option is provided as indicated in the Order and/or Booking Confirmation and/or during the Application Process. Where the instalment option is provided and selected by you, all relevant instalments (including their respective amounts and due dates) shall be paid in accordance with the payment schedule as indicated in the Order and/or Booking Confirmation and/or during the Application Process.

Other than the possible requirement for an extra room night(s) highlighted at Section 1.12 at the paragraph headed "Length of Stay" and the circumstances outlined at Section 2.4 a) and b), we will not charge any supplemental or additional amounts over and above the agreed price appearing in your Order and the Booking Confirmation.

3. **CANCELLING THE TRAVEL PACKAGE**

3.1. **If You Cancel Your Travel Package**

If you choose to cancel your booking, the amount you have paid for your Travel Package will be non-refundable.

3.2. **If You Change Your Travel Package**

Sometimes you can make changes to your Travel Package. If we agree to such changes you will be liable for any fees, charges and other costs that we incur as a result of the changes that you wish to make.

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For example, airlines or other service providers can charge a fee for a change and sometimes treat a change as a cancellation. Fees can be up to 100% of the price for that part of your Travel Package.

3.3. If We Cancel Your Travel Package

If we cancel your Travel Package, except where it's because you haven't paid, you have been disruptive or we have to do so due to Events Beyond our Control, you can have a refund or accept a replacement Travel Package from us of a similar standard and price if we can offer you one. We will refund the difference if the replacement Travel Package is of a lower price.

3.4. If We Change Your Travel Package

As the arrangements which make up your Travel Package are planned many months in advance, from time to time we may need to make a change to your Travel Package. We reserve the right to do so at any time. Most changes are minor changes, however, occasionally we have to notify customers of a significant change that we are constrained to make to the main characteristics of the Travel Package, or where we cannot fulfil any of your special requirements which we have accepted.

In the unlikely event that we have to make a significant change to your Travel Package, we will tell you as soon as reasonably possible. You will then have the option to:

- (a) accept the proposed change. If this results in a Travel Package of lower quality or cost, you may be entitled to a price reduction; or
- (b) reject the proposed change and terminate your Travel Package with a full refund;

We may not give you any of the above options in the event that a change to the purchased Travel Package is a minor change. Please note that a change of flight time of less than 12 hours, a change of airline or aircraft (if originally identified), a change of departure or destination airport to one within the same region, or a change of accommodation to another of the same or higher standard usually qualify as minor changes.

4. USE OF TRAVEL PACKAGES

- 4.1. Denial of Carriage or other Services:** It is possible that you are excluded from some services due to circumstances due to your prior conduct or actions in your sphere / your prior behaviour. We as well as our suppliers are not assuming any liability for such denial or any cost or compensation that may be suffered due to such denial.
- 4.2. Passport, Visa and Other Immigration Requirements:** Please note that your specific passport and visa requirements, and other immigration requirements are your responsibility, and you should confirm these with the relevant embassies and/or consulates. Any information supplied by us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

The passport, visa and health requirements at the time of booking should be viewed on the website of the relevant national agency for the country of which you are a resident or with the embassy or consulate of the country(ies) you



are travelling to or through. It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. Neither we, nor any third party with whom we arrange to provide services, facilities or travel arrangements which make up the Travel Package ("Travel Providers") accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure.

Your passport and travel documents must be in good condition – you may be refused travel if they are damaged.

4.3. **Behaviour:** You are responsible for any damage to your accommodation or its contents during your stay.

We can refuse to accept you on your trip or continue dealing with you if we, or someone in authority, believe your behaviour (by any form of communication or in person) is disruptive. The Captain of your aircraft can restrict your movements on board or remove you.

If you are disruptive and stopped from boarding your flight from your origin, or disruptive during your flight, we will treat your booking as cancelled by you at that moment. If you are disruptive on your stay, we can remove you from your accommodation and you will be responsible for your own return home and for any other members of your group who cannot or will not travel without you. You will not be entitled to a refund in either case and we will not provide compensation or meet any costs or expenses.

If you are disruptive you will be responsible for any damages, costs, and expenses (including legal expenses) incurred as a result. This can include cleaning, repairing, or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

Disruptive behaviour includes being threatening or abusive, damaging property, upsetting, annoying, or disturbing any other traveller, our staff or agents or putting any of them in danger.

4.4. **If Things Go Wrong During Your Trip:** We do not ourselves own or provide any of the services, facilities or travel arrangements which make up your Travel Package. These are provided by the Travel Providers with whom we arrange to provide the services, facilities or travel arrangements which make up your Travel Package.

You must tell us immediately of any failure to perform or improper performance of your Travel Package ("Failure"). This will give us the opportunity to resolve the Failure whilst you are on your trip.

4.5. **Personal Injury and Compensation**

If anyone travelling suffers injury, illness or death because of the services provided as part of your Travel Package, you must tell us and the supplier involved about it and complete a report at the time. After your trip you can contact Customer Support. It must be no more than 3 months after you come home so we can investigate properly.



We shall not be liable to pay compensation to you in connection with your Travel Package where there are international conventions which limit the extent or the conditions under which compensation would have to be paid by one of our Travel Providers. These same limitations will apply to us and in an identical manner as if such limitations applied directly to us. These international conventions include (but are not limited to) the Montreal Convention in respect of travel by air (and all earlier related conventions), the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980), the Geneva Convention in respect of travel by road and the Paris Convention in respect of the provision of accommodation. We shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements which make up the Travel Package. Please ask us for copies of these international conventions if you would like to see them.

Our liability will also be limited in accordance with the contractual terms of the Travel Providers which provide the corresponding element of your Travel Package and in an identical manner as if such limitations applied directly to us.

If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.

Except as set out above, we accept no liability for any claims, losses, expenses, damages or liability for your Travel Package, except in cases involving death, injury or illness where we have caused such damage with negligence.

Customer Support:

Email: customerservice.travel26@beyond-hospitality.com

Tel: +441625 914372

Monday – Friday (not including public holidays)
09.00 – 18.00 GMT.

5. MISCELLANEOUS

- 5.1. **Our liability to you:** We have contracted with third party Travel Providers which we will take reasonable care and skill to ensure are reputable. Our role is to secure your booking with them and although we will try to resolve matters where the Travel Provider has not complied with any of its obligations, we emphasise that we do not have control over or responsibility for the actual services provided to you by the Travel Provider or for the actions of it or its employees.
- 5.2. We do, however, accept liability where we or our staff, have not properly performed our contracted obligations except where such failure / improper performance arose:
- a. due to the acts and / or omissions of the person(s) affected;
 - b. due to acts and / or omissions of a person unconnected with the provision of your contracted services and in circumstances beyond our control;

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- c. due to any event which was beyond our control and which we or the supplier of the service could not have forestalled or foreseen even with all due care.

Therefore, we shall not be liable for any loss, costs, expenses, fines, liabilities, direct or indirect damage, including any extrinsic, special, penal, punitive, exemplary or consequential damage or damages of any kind whatsoever (“**Damage**”) or howsoever caused in connection with your Travel Packages unless they are caused by our wilful misconduct or gross negligence. We shall not be liable in the event of gross negligence of the Travel Providers as our suppliers unless there is a breach of a material contractual duty under these Travel Package Booking Terms and Conditions.

- 5.3. We shall (other than arising from our wilful misconduct or gross negligence) not be liable for any Damages that are untypical and unforeseeable under these Travel Package Booking Terms and Conditions.
- 5.4. By utilising any premises or means of transport in connection with the delivery of the Travel Packages, you confirm that you and each of your guests voluntarily assume all risks related to exposure to contagious disease and those that may result in pandemics. You further acknowledge and accept that you and each of your guests will follow any and all rules and/or protocols that may be implemented in order to attempt to reduce the spread of or the risk of contracting such disease and that the inability or unwillingness to comply with such rules and/or protocols shall not entitle you or your guests to a refund or any other form of compensation.

Your liability to us: Although we arrange the services in connection with the Travel Packages), we cannot be held responsible for the acts and omissions of you and any of guest who use the Travel Packages. In the event of any claim, cost or expense arising against us in respect of any such act or omission including any claim initiated against us by any of your guests who use the Confirmed Travel Packages, you confirm that you will fully indemnify us and bear the responsibility for this, either by settling and paying for such claims, fines, costs or expenses or, if you dispute any such claim, fine, cost or expense, that you will be responsible for the costs arising in defending such a claim including our own reasonable costs (if any).

- 5.5. **Amendments:** These Terms and Conditions may be varied at any time by BEYOND at its own discretion. In this case, the new Terms and Conditions will be available on our website, sent to you via email and will automatically apply to the Agreement with immediate effect, except if you booked your Travel Packages with us before the date of publication of the new Terms and Conditions, in which case the previous accepted version of Terms and Conditions remains applicable. To the extent permitted by applicable law we reserve the right to amend these Terms and Conditions from time to time in order to ensure compliance with applicable laws and will give you notice of any such amendments by e-mail. You may not amend or alter these Terms and Conditions without our prior written agreement.
- 5.6. **Warranty:** Except to the extent otherwise expressly provided for in this Section 5.6, and to the extent permissible by law, we provide no warranties, whether express, tacit or implied, arising by operation of law or otherwise, in respect of any of the services provided to you. We specifically disclaim any implied warranties of fitness for a particular purpose or merchantability. Your primary rights in the event the Travel Provider services are not performed properly in accordance with these Booking Terms and Conditions and the Booking Confirmation and the Revised Booking Confirmation, shall be our assigning of our warranty claims, if any, against the respective Services Provider to you. In any case the warranty shall be limited to the Travel Provider services being in accordance with the specification given by us.



- 5.7. **Term and Termination:** These Terms and Conditions shall apply to all transactions between us. You may terminate these Terms and Conditions by notice in writing in the event that we commit any serious breach of its material terms and fail to remedy such breach within five (5) business days. We shall be entitled to terminate these Terms and Conditions and/or recall any or all Confirmed Travel Packages by notice in writing to you if: you commit an irremediable breach, or a remediable breach and fail to remedy it within ten (10) days of receipt of notice of said breach requiring remedy of same or if you become bankrupt or we reasonably apprehend that such circumstance is about to happen.
- 5.8. **Waiver:** None of these Terms and Conditions may be waived except with the express written consent of the party or parties who is going to be bound by the waiver. Neither your rights nor our rights under these Terms and Conditions will be deemed to have been waived by any act or conduct on either your or our part, or by any neglect to exercise or enforce such right or power or by any delay in doing so. The rights and powers that are given to either of us under these Terms and Conditions shall continue to apply unless and until the person who is going to be bound by a waiver has specifically waived or released such powers in writing and signed in confirmation thereof. No waiver shall operate as a waiver of any other default or of the same default on a future occasion.
- 5.9. **Assignment:** The Terms and Conditions that apply on each Booking Confirmation are personal to you and you may not assign, transfer, subcontract or otherwise part with any benefits or obligations without our prior written consent. We may assign these Terms and Conditions together with all respective rights and obligations hereunder to any of our subsidiary or associated companies and in the event we do so will notify you in writing, and the Terms and Conditions will be governed by, and interpreted in accordance with, the substantive laws of the jurisdiction in which such subsidiary or associated company is located and any disputes arising out of or in connection with the Terms and Conditions shall be resolved in accordance with the equivalent rules of arbitration that apply in such jurisdiction.
- 5.10. **Notices:** It is very rare for things to go wrong. If they do, you must tell the supplier in question (e.g. the hotel) and our representative straight away so they can solve the issue. If you're still not satisfied contact our Customer Support within 28 days of coming home so we can investigate properly. Contact details are as follows:
- Customer Support:
- Email: customerservice.travel26@beyond-hospitality.com
Tel: +441625 914372
- Monday – Friday (not including public holidays)
09.00 – 18.00 GMT.
- a. If intended for you, at the address provided by you and given on your Order or to such other address as may be designated by you in writing to us.
- 5.11. **Severability:** If any provision or portion of any provision is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provisions shall not be affected by this.



- 5.12. **Binding Agreement:** Both you and we intend to rely upon the written terms set out here in these Terms and Conditions and in the Booking Confirmation. If either party requires any changes which are agreed by the other, both parties should make sure to ask that these be put in writing. **BOTH PARTIES ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING DOCUMENT. BEFORE AGREEING TO THE SALES DOCUMENT YOU SHOULD READ IT CAREFULLY AND ENSURE THAT IT CONTAINS EVERYTHING YOU WANT AND NOTHING YOU ARE NOT PREPARED TO AGREE TO.**

The contents of these Terms and Conditions and related documents may be translated for the Customer's convenience. Should there be any discrepancies between the translated version of the documents and the original English version, the Customer and its guests acknowledge and agree that the contents of the original English version shall prevail.

- 5.13. **Headings:** Section and subsection headings are for ease of reference only and shall not constitute a part of these Terms and Conditions nor be given any substantive effect.
- 5.14. **Governing Law:** Our Agreement shall be governed and interpreted under the laws of Ireland.
- 5.15. **Force Majeure:** In the event that performance of these Terms and Conditions is not possible by reason of Events Beyond Our Control, neither party shall be deemed to be in breach of the terms of these Terms and Conditions and neither party shall then be obligated in any manner to the other with respect to such performance. Compensation will not be payable by either. To the extent we recover monies from the Travel Providers we will refund such monies to you.
- 5.16. **Insurance:** you are responsible for (and we strongly recommend you do so) arranging and obtaining your own travel insurance (including cancellation insurance) in respect of all issues arising out of these Terms and Conditions including in particular any cancellation or changes due to Events Beyond our Control.
- 5.17. **No Commercial Use of Transaction; Commercial Identification Prohibition:** We have no right to grant, and you shall not use commercial identification rights of any kind relating to any sporting tournament or competition.

6. DEFINITIONS

"Acceptance of Terms and Conditions Box" means the tick box located on the Check-Out Page which reads substantially as follows: "I have read and accept the Travel Package Booking Terms and Conditions, Conditions of Carriage and any other terms and conditions applicable to my purchase of the Travel Package or to optional ancillary services."

"Agreement" means the agreement between BEYOND and the Customer for the purchase of Travel Package(s) as further defined in Section 1.4 above.

"Application Process" means the online application process under which you apply for Travel Packages including, but not limited to the correct completion of the Check-Out Page, Acceptance of Terms and Conditions Box and your Order submission.



"BEYOND's Sales Agent" means any third party sales agent appointed by BEYOND to provide certain sales services to BEYOND in connection with the sale of Travel Packages.

"Check-Out Page" means the online order summary for your purchase of Travel Packages.

"Customer" means any individual duly identified in the Order, who purchases a Travel Package(s) via offline and/or online means and is subject to these Terms and Conditions (as determined by BEYOND).

"Europe" means the EU, the EEA, the UK and Switzerland.

"Event" means the FIFA World Cup 26™.

"Events Beyond Our Control" Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, any failure to secure relevant flying rights, natural or nuclear disasters, fire, health risks, unavoidable and unforeseeable technical problems with transport, closed or congested airports or ports, actual or potential severe weather conditions, the rescheduling or cancellation of the Event, its being held "behind closed doors", or its being relocated to another venue or the imposition of sanctions or other Governmental action and any other similar events.

"Host City" means the city which hosts Match of the Event.

"Match" means any football match comprising one of the matches scheduled to comprise the Event.

"Order" means (i) in relation to offline Orders, the Customer's signed order for Travel Package(s) submitted to BEYOND, as set out in the purchase order document that has been completed by the Customer (and in the form which is provided by BEYOND from time to time); and/or (ii) in relation to online Orders, your correct completion of the Application Process and submission of the Check-Out Page and of the Acceptance of Terms and Conditions Box.

"Payment Total" means the payment total the Customer shall pay as further described in Section 2.