



## TERMS & CONDITIONS FOR PRIVATE & BUSINESS CUSTOMERS & TRAVELERS WHO PURCHASE TRIPS & PACKAGE TOURS THROUGH B-BALL TOURS Ltd.

### **1. The legal entity behind B-Ball Tours Ltd.**

#### 1.1 Company details

B-Ball Tours Ltd.  
Aakandevej 46  
3500 Værløse  
Denmark  
VAT number DK40827374

#### 1.2 Contact information

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1.3 B-BALL TOURS Ltd. is registered in Denmark, and all bookings and terms & conditions are subjected to the Danish laws & regulations.

### **2. Definitions**

2.1 Customer refers to the private or business customer who purchases a tour from B-BALL TOURS for himself or/and for his fellow travelers.

2.2. Traveler means the traveler(s) who are travelling on the purchased trip or excursions.

2.3. The Portal means the website [www.bballtours.com](http://www.bballtours.com)

2.4. Payments mean all financial transactions between the Customer, Suppliers and B-BALL TOURS.

2.5. The Conditions means this document.

2.6. The Destinations mean the destinations booked for the trip.

2.7. Suppliers mean independent third parties who provide accommodation, transportation, aircraft, excursions, events, games, training facilities and other services to the trip.



## 3. Use of the Terms & Conditions

3.1. These terms and conditions written in this document apply to the Customer & Travelers who buy or travel on a trip or on parts of the trip arranged by B-BALL TOURS.

3.2. Reading and accepting the terms and conditions is required in order for the Customer & Travelers to purchase a tour from B-BALL TOURS.

## 4. The Concept

4.1. B-BALL TOURS offers tailored, unique & personal College Basketball Fan Trips to Europe. B-BALL TOURS arranges all the flights and hotel bookings, the transfers, local transportation, sightseeing, restaurant- and event bookings, and all the games & practices. The trip can consist of stays in either one or several destinations.

4.2. The Customer can be booked on the same trip the College Basketball Team is going on. However, the flights, hotels, dates & excursions might differ depending on availability at the time of booking.

4.3. The Customer can customize his trip as he wants, which means that he can prolong or shorten his trip, so it varies from the team's itinerary. Moreover, the Customer can choose to include or exclude some team excursions, add other destinations, dates or any other inquiry, he might have.

## 5. The purchase confirmation process

5.1. The Customer can add or adjust elements, dates, hotels, flights, excursions etc. to the basic package.

5.2. The Customer contacts B-BALL TOURS with his inquiry and receives a booking specification and package add ons to be filled. The Customer elects the requested products and addons and sends back the specification to B-BALL TOURS. After knowing all the requirements of the Customer, B-BALL TOURS will arrange the tailored trip for the Customer. If any changes are required, B-BALL TOURS sends an updated booking specification and program etc. to the Customer.

5.3. The Customer is obliged to ensure that all content in the final specification is according to the requirements of the Customer and Travelers prior to paying.

## 6. Payments

6.1. The basis prices are based on the College Basketball Team's itinerary, if your inquiry differs from the team's, you will receive updated prices.

6.2. The Customer can either pay the full amount up front or start by paying a deposit to be received by B-BALL TOURS within 7 working days of the date of the specification.  
This payment is used in advance for payment of Suppliers.

6.3. The deposit is followed by payments in 2 installments with no interests.  
Installment dates will be added in the booking specification.

6.4. All payments and deposits are non-refundable.

6.5. The payments are made by online transfers to B-BALL TOURS.

## **7. B-BALL TOURS' responsibility**

7.1 Services delivered by Suppliers convey directly to the individual Suppliers. B-BALL TOURS is not itself the Supplier of the individual services that are included in the Trip, such as hotel, aircraft & transportation.

7.2. If a Supplier doesn't provide the booked service, B-BALL TOURS will mediate to the best of their abilities to solve the issue.

7.3. B-BALL TOURS is not responsible for the Customer's misinformation about his or Travelers' details or any other misinformation given to B-BALL TOURS.

## **8. Customer & Traveler's responsibility**

8.1. It is the Customer's responsibility that every Traveler has all valid travel documents including passports and visas, valid and relevant travel, cancellation, health & force majeure insurance with full coverage for the entire trip and destinations.

8.2. It is the Customer's responsibility that all Travelers have relevant vaccinations that are recommended by the relevant health authorities.

8.3. The Customer is responsible for double-checking the bookings, so that all bookings including flight tickets, the content, dates, no. and kind of hotel rooms, number of passengers, names of Travelers etc. are according to their documents and wishes.

8.4. The Customer is responsible for covering any lost or misplaced items during the trip. B-BALL TOURS recommends a travel insurance that covers these kinds of misplacements.

8.5. It is the Customer's responsibility to pay for any extra non-including services required during the stay. That includes extra hotel services, tour expenses, shopping, taxi bills, tips etc.

8.6. The Customer is responsible for carrying sufficient funds to cover non-included services during the tour.

8.7. Any damages to persons, properties, services or any other kind of damages caused by the Travelers or the Customer is the responsibility of the Customer/Traveler which is why personal and business travel insurance is strongly advised.

## **9. Insurance**

9.1. B-BALL TOURS calls on the Customer and all Travelers to purchase proper insurance, including any personal or business travel, cancellation and health insurance to the extent that is relevant and/or regulatory. That includes travel insurance, cancellation insurance, health insurance, injury insurance, sports insurance, business insurance, force majeure insurance etc. with full coverage in the destinations connected to the tour.

B-BALL TOURS is under no circumstances responsible for any kind of insurance or lack of insurance for any of the Customers & Travelers.

## **10. Passports & visas**

10.1. It is the Customer's and the Traveler's responsibility to have a valid passport (and a visa if relevant) in connection with the trip. If a traveler's passport expires within 90 days of your trip return date, the traveler should apply for a new one ASAP and much in advance prior to the day of departure. Most countries require a passport with at least 6 months expiry date.

10.2.

Most European countries are visa free for American passport owners for stays under 90 days. B-BALL TOURS urges the Customer to consult his respective embassies where he can obtain information about the visa requirements for Europe and/or to the European Union. Please be advised that some countries

require a currency restriction for entry and exit.

10.3. The Customer & the Traveler must pay for all possible expenses due to deficiencies in the above-mentioned formalities, for example, repatriation due to lack of passports, illness etc. The Customer & the Traveler are obligated to carry any costs due to deficiencies in the above-mentioned formalities.

## 11. Vaccinations

11.1. B-BALL TOURS calls on the Customer to make sure that all Travelers get the recommended vaccinations for the destinations given by the relevant authorities in sufficient time before the trip.

## 12. Cancellations & changes

12.1 Occasionally it may be deemed necessary to make changes to the trip, which is why B-BALL TOURS reserves the rights to make changes to the trip. B-BALL TOURS will notify the Customer of any changes at the earliest possible opportunity.

12.2. B-BALL TOURS strongly recommends the Customer and all Travellers to purchase extended cancellation insurance for the whole trip. B-BALL TOURS calls on the Customer to buy the cancellation insurance that covers all losses, regardless of the cancellation reason. This way, the Customer has better chances of getting a refund from the Insurance Company.

12.3. B-BALL TOURS is not responsible for any of the Customers' or Travelers' cancellations, and can therefore not refund the purchased or booked trip.

12.4. Suppliers have strict cancellation rules and fees for changing flight tickets, hotel rooms, local transportation etc. Therefore, these below rules apply after signing the booking specification.

12.5. Upgrades, adjustments and changes of hotel rooms, flight tickets and other booked services are subject to an extra fee that is applicable on the time of request changes.

12.6. If the flight is canceled or delayed before checking in or during the Trip, the Customer must contact the airline directly. Being a Supplier, it is the airline's responsibility to rebook the tickets, and the process will go much faster if the changes are taken directly between the Customer and the airline. If needed, B-BALL TOURS will be available as a point of contact with the airline trying to find the best possible solution to the flight changes during the trip. If the Customer is booked to another flight by the Airline, the Customer must inform B-BALL TOURS about the new routes & time schedule.

12.7. In case of extra fees due to changed flight time tables at the airport, the airline Supplier may ask the Customer to pay up front to get the new ticket. The Customer can then seek further assistance through B-BALL TOURS.

12.8. During the hotel stay, the Customer must direct questions, inquiries or changes of the hotel rooms, the hotel service, the hotel food etc. directly with the hotel. B-BALL TOURS representative will be available to help create solutions if needed.

12.9. If any extra hotel services are required during the stay, these services must be paid by the Customer directly to the hotel. The included hotel services are indicated in the booking specification.

12.10 There is no refund for unused events or no-shows to excursions etc.

## **13. Force Majeure**

13.1. In the event of force majeure such as climatic conditions, act of nature, disease outbreaks, missing supplies, strikes, fire, explosions, attacks, rules, regulations or orders from any governmental body or authority, and other events beyond the control of B-BALL TOURS or any of the suppliers, the Customer cannot demand any compensation from B-BALL TOURS.

The Traveler's insurance company can help with compensations depending on what kind of insurance the Traveler has purchased.

B-BALL TOURS recommends that the Customer and Travelers buy a force majeure insurance.

B-BALL TOURS is not responsible for any force majeure compensations for the Customer or Travelers.

## **14. Dispute settlement procedure**

14.1 In case of disputes with any Supplier such as Airline, Hotel, local guides etc., the Customer must contact the relevant Supplier immediately so that they can endeavour to put things right. If the Customer cannot resolve the problems with the Supplier, he can contact B-BALL TOURS that will try to find a solution.

14.2. In case of disputes about B-BALL TOURS, the Customer or Traveler shall inform B-BALL TOURS as soon as the dispute arises and no later than 1 day after becoming aware of the dispute - that being during the booking process, prior to departure or during the trip. B-BALL TOURS will then try to dissolve the dispute.

14.3.

Disputes about the trip or B-BALL TOURS, suppliers or any other element of the trip informed to B-BALL TOURS after the trip can not be solved with the same level of satisfactory because B-BALL TOURS doesn't have the opportunity to solve the dispute during or prior to the trip.

14.4.

Claims to B-BALL TOURS must be sent within thirty (30) calendar days from the date of provision of respective services. The claims shall be sent along with a cover letter and supporting documents for the claimed disputes.

The claim will be handled by B-BALL TOURS within fifteen (15) calendar days from the date of sending a respective claim. Claims received by B-BALL TOURS after expiry of this deadline cannot be accepted, unless the Customer proves that they were faultlessly prevented from meeting such deadline.

14.5. If disagreements between the Customer & B-BALL TOURS cannot be resolved by negotiation through the complaint procedure, they shall be resolved under exclusive jurisdiction of the Danish courts under the applicable law of Denmark.

## **15. Confidentiality**

15.1. B-BALL TOURS processes the information of all the Customer & Travelers confidentially. However, in order to carry out flight and hotel bookings, B-BALL TOURS is required to disclose all the Travelers' information to third parties such as airlines, hotels, transportation companies etc.

## 16. Personal data & The European Union's GDPR rules

16.1. B-BALL TOURS handles Customer's & Travelers' personal information with discretion and confidentiality according to the European Union's General Data Protection Regulation. In order to issue flight tickets and to book other elements of the trip, the Customer must provide B-BALL TOURS with below information about all Travelers.

16.2 The Customer must inform all Traveler's about which personal information about them that is handed to B-BALL TOURS and to B-BALL TOURS' relevant suppliers.

16.3. B-BALL TOURS has the right to forward following information about each Traveler to flight and hotel Suppliers or to IT security Suppliers:

- A picture of the passport's main page
- First name(s) exactly as indicated in the traveler's passport
- Last name(s) exactly as indicated in the traveler's passport
- Current nationality
- E-mail
- Phone number
- Date of birth
- Passport number
- Date of issuance
- Date of expiry

16.4 The Customer and the Travellers have the right to have their personal documents deleted from B-BALL TOURS' systems after the end of the trip. In order to do so, the Customer must contact B-BALL TOURS on above contact information.

## 17. Reservation of right to change terms

17.1 B-BALL TOURS reserves the right to change these Terms & Conditions at any time. Updated versions of the Terms & Conditions will be sent to the Customer and posted on the Portal [www.bballtours.com](http://www.bballtours.com). The Terms & Conditions will be effective immediately. Please check the Portal frequently.

## 18. Preparation prior to trip

18.1 B-BALL TOURS urges the Customer & Travelers to prepare themselves for the trip by reading the Preparation Guide on the Portal [www.bballtours.com](http://www.bballtours.com)

\*\*\*\* Last updated on [February 4th 2020] \*\*\*\*