



## PLAYING TOURS TERMS & CONDITIONS

VERSION: AUGUST 2020

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### INTRODUCTION

Thank you for choosing to travel on one of our official Playing Tours.

Please read this document carefully as it sets out the terms of our relationship with you. All of our Playing Tours Terms & Conditions (**Tours Terms**) are important. We recommend that you print/keep a copy for your records.

When we dispatch our Booking Confirmation Letter to you, this is the stage that your contract forms with us and is binding. If you then choose to cancel your package, the cancellation charges set out in these Tours Terms will apply, which can be 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances. Please note all communications to our suppliers must be through us and you agree not to contact them directly.

You must not transfer, resell, offer, expose or make available any Tickets or other services you purchase from us. For example, you may not offer Tickets for sale on an auction website or secondary ticket market website, or split your package and sell each service separately.

We are responsible to you for providing your holiday but there are legal limits. We are a Member of ABTA, membership number V4759. We provide protection for the monies you pay for packages booked with us. We provide this security by way of an ATOL (number 3030) administered by the Civil Aviation Authority and a bond held by ABTA for packages that do not include a flight. If you book arrangements other than a package holiday from us, the financial protection referred to above does not apply.

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### SPECIAL TERMS

#### COVID-19 AND OTHER COMMUNICABLE DISEASES

- (1) The Entities cannot prevent any Party Members from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease. It is not possible to prevent against the presence of the disease. Therefore, if you choose to travel you are aware and accept that you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or any such communicable diseases. By accepting these terms and booking a package with EST, you and your Group assume the risk to and understand this warning concerning COVID-19 or any such communicable diseases. In this regard any Party Member waives the right to bring any claims relating to COVID-19 or any communicable diseases except for death or personal injury where caused by our negligence.
- (2) The total price of the package does not include any additional COVID-19 related checks or compliance with additional requirements when using services forming part of your package or upon entry into or exit from countries. You will need to pay for these yourself and we do not provide any assistance.

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## SECTION 1 – HOW TO MAKE YOUR BOOKING

### YOUR QUOTATIONS AND YOUR BOOKING REQUEST

- (1) We may provide you with a number of quotations whilst we work with you to understand your requirements. When you are comfortable with a quotation, you will sign a Booking Request Form and submit that Booking Request Form to us in person, by post or by email at [tours@englandssportstours.com](mailto:tours@englandssportstours.com). Your Booking Request Form will state your package, being your required dates, location, number of travellers (children and adults), fixtures, activities and included travel services and any additional services.

After submitting your Booking Request Form, you should receive a booking request acknowledgement e-mail from us acknowledging that we have received your Booking Request Form. If you have not received a booking request acknowledgement email from us after submitting your Booking Request Form, please contact us (*see Section 19 - Contact*).

- (2) By submitting a Booking Request Form, you promise that you are at least 18 years old and have the authority to submit the Booking Request Form and to act on behalf of your school, sports club or other such entity that you represent. Any booking requests that do not comply with this will be cancelled.

### WHEN YOUR CONTRACT WITH US FORMS

- (3) We will consider your Booking Request Form and confirm if we are able to provide you with the requested booking. If we accept your Booking Request Form, we will provide you with a Booking Confirmation Letter.
- (4) Your contract with us forms and is binding when we dispatch our Booking Confirmation Letter to you. If we do not accept your booking request, we will not send you a Booking Confirmation Letter and no contract will form. We will contact you if we cannot accept your booking request.
- (5) Confirmation of your booking request is subject to availability and at our sole discretion.

### CHECKING YOUR BOOKING CONFIRMATION LETTER

- (6) It is your responsibility to check the package detailed in your Booking Confirmation Letter is complete and accurate as this is what we will provide. If it is not complete or accurate you must let us know within five working days of receipt, any changes after this time may be subject to administration and/or cancellation charges as set out in *Sections - 4, 5 and 6*.
- (7) It is always possible that, despite our best efforts, the information in your Booking Confirmation Letter may be incorrect (for example, an incorrect number of participants has been listed). If we discover an error in your Booking Confirmation Letter, we will inform you in writing of this error and we will give you the option of:
  - (a) paying any additional fees to continue to purchase the package as incorrectly listed in your Booking Confirmation Letter;
  - (b) accepting the correction to the Booking Confirmation Letter; or
  - (c) cancelling your package and receiving a full refund.

- (8) We will not proceed until we have your written instructions. If we are unable to contact you within seven days of the discovery of the error using the contact details you have provided, we will treat the package as cancelled, refund all payments made and notify you in writing. Please note that if the error is obvious and unmistakable and could have reasonably been recognised by you, we do not have to provide the incorrectly stated elements to you at the incorrect price. The provision of the original or incorrectly stated elements are subject to availability at the date the mistake is brought to our attention.

### PAYMENT

- (9) Payment of a non-refundable deposit is required on receipt of your Booking Confirmation Letter. All further payments are required to be made as set out in *Section – 3*.

### CONDITIONAL BOOKING REQUESTS

- (10) We do not accept booking requests that are conditional on any special requests you have made, unless we confirm this in your Booking Confirmation Letter.

### QUOTATIONS

- (11) If we have provided you with a quote it will remain valid for seven days unless we say otherwise. If you choose to progress the quote, you must confirm this to us in writing and our acceptance of your booking request is still subject to availability at the time of booking and no contract will form until we issue you with a Booking Confirmation Letter.

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## SECTION 2 – YOUR BOOKING

### THE LEAD BOOKER

- (1) You (as the **Lead Booker**) must accept the Tours Terms in order to submit a booking request. When you make a booking request, you guarantee that you have the authority to accept all of these Tours Terms on behalf of your school, club or travelling party (**Group**). You are responsible for ensuring all of your Group comply with these Tours Terms.
- (2) The booking contract is made up of these Tours Terms and your Booking Confirmation Letter and is between us and the Lead Booker. We will only discuss the booking with the Lead Booker, except where we have (at our sole discretion) agreed with the Lead Booker to discuss the booking with a named third party and have received from the Lead Booker written authorisation confirming the named third party's details.

### IF THE LEAD BOOKER IS NOT TRAVELLING

- (3) If the Lead Booker submits the booking request but will not be part of the Group then the Lead Booker must nominate another Party Member to become the Lead Party Member. The Lead Booker will receive all correspondence in respect of the booking and will be the main contact for the booking, unless you tell us otherwise in writing. The contract will remain with the Lead Booker.
- (4) When the Group is travelling, the Lead Party Member will be the main contact for the Group and will receive all travel information.

### STATUS

- (5) Your booking is for the travel, fixtures, accommodation and other services we have provided in the Booking Confirmation Letter. We call this your "package" and will confirm these details to you in writing in a Booking Confirmation Letter.
- (6) Booking one of our packages is subject to availability at the time of booking. In addition, the content, duration and particulars of a package may vary from the date of publication of a quote, brochure, marketing material or content on our website to when your booking is confirmed. You should check if your package has changed prior to submitting your Booking Request Form.

### THE TERMS & CONDITIONS OF YOUR BOOKING

- (7) We reserve the right to alter these Tours Terms from time to time in accordance with changes to legislation, regulations and ABTA Guidelines and Code of Conduct.

### TRAVELLING WITH CHILDREN

- (8) Children under the age of 18 will be refused travel unless each child is accompanied by a parent, teacher, guardian, sports club staff member, coach or tour leader. You must ensure that there are a sufficient number of parents, guardians, sports club staff members, coaches or tour leaders on the booking to more than adequately look after and care for all children participating in the booking (see *Section 7 – General Travel Information*).
- (9) Whilst we may have staff or agents present on your tour we are not responsible for the safety and wellbeing of your Party Members. You must ensure that all your Party Members are safe, secure and looked after throughout.
- (10) Whilst we endeavour to engage only reputable suppliers and agents please note that it is not always possible to obtain DBS (or equivalent) checks for our suppliers or agents and so we cannot guarantee that all persons involved in delivering your package have undertaken a DBS (or equivalent) check.

### RISK ASSESSMENT

- (11) It is your responsibility to undertake sufficient risk assessment and analysis to ensure that your package and any additional services that you purchase in relation to your package are safe and appropriate for all Party Members. For the safety of your Group you must follow all advice and guidance that we may issue to you.

### ADDITIONAL PRODUCTS AND SERVICES

- (12) Your package includes those products and services confirmed to you in the Booking Confirmation Letter. If you purchase additional, upgrades, products and services, they do not form part of your package and will be governed by separate terms and conditions. Please note that a third party's terms and conditions may change from the time of booking their products or services. Unless you book and pay for additional products and services through us we are not responsible for them.
- (13) We do not guarantee that any optional additional service or product mentioned in our brochures, on our websites or elsewhere will be available to book during your tour and/or will operate as advertised as these services are not under our control. They may not be available for various reasons and are strictly subject to availability. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such additional product or service.

### TRANSFERRING YOUR BOOKING

- (14) Your package is not transferable unless we agree otherwise and confirm this in writing. You must not sell, advertise for sale, donate (including charity donations), auctions or raffle your package, or any part of it (including any Tickets, entry to excursions etc.), to another person, school, sports club, company or organisation. If you breach this obligation the Ticket issuer may cancel your Tickets and we reserve the right to cancel your booking (without liability to you) and retain your money or refuse to transfer your booking. Nothing in this clause is intended to exclude or limit your statutory rights in relation to your package.
- (15) The Lead Booker may transfer the package to another person (**Transferee**) who satisfies all conditions applicable to the package by giving us reasonable notice of the transfer. Any request for transfer must be made in writing by the Lead Booker and the Lead Booker and the Transferee must sign our transfer of booking form.
- (16) Both the Lead Booker and the Transferee will be responsible for paying all costs incurred by us in respect of the transfer (please see *Sections – 4 and 5*) and the Novation charge.
- (17) The closer the transfer request is made to the departure date; the more likely certain travel arrangements may not be transferable and could incur a cancellation charge of up to 100% (for example flight tickets).
- (18) If the flights included in your package have been ticketed before the transfer date, it is highly unlikely that the airlines will be able to transfer the ticket to the Transferee. It is likely that there will be a cancellation charge of 100% of the original flight cost, with the Transferee then having to purchase a new flight (subject to availability).
- (19) If Tickets are included in your package, the Ticket issuer's Ticket Terms and Conditions will apply to the transfer of the Tickets included in a package over which we have no control. It may not be possible for the Tickets to be transferred as they have been named (for security purposes) or have already been sent out to the Lead Booker before the transfer date.
- (20) We will advise you at the time of your transfer request any difficulties with the transfer, together with the anticipated costs and charges applicable.

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## SECTION 3 – PAYMENT

### PAYMENT OF YOUR PACKAGE

- (1) The price of your package must be paid as set out in your Booking Confirmation Letter or, if not set out in your Booking Confirmation Letter, in the following instalments:

<i>Payment</i>	<i>Due Date</i>
Non-refundable deposit of £500 per person	When Booking Confirmation Letter is sent
£500 per person	Nine months prior to departure
Remaining balance	Four months before your departure date

- (2) We will invoice you for the total amount of your booking with your Booking Confirmation Letter and confirm the instalments and payment dates.
- (3) If your booking is made less than four months before the date of travel you must pay in full on booking.

### NON-REFUNDABLE DEPOSIT

- (4) When you make your booking request you must pay a deposit per person which becomes non-refundable if and when we send you the Booking Confirmation Letter.

### PAYMENT METHODS

- (5) You may pay by any payment method we make available to you at the time of payment or as set out on our invoice. Available payment methods will be set out on the relevant payment screen or in the payment documentation.
- (6) You must pay us in Pound Sterling. You will be responsible for paying all bank and foreign exchange charges as applicable.

### LATE AND NON-PAYMENT

- (7) In the event you are not required to make payment of the deposit at the time of your booking request, should you fail to pay the deposit within five working days or such shorter period as we notify to you from the date of making your booking request, we reserve the right to deem your booking request withdrawn and cancelled.
- (8) If for any reason any payments are not received by us by the due dates, we reserve the right to cancel your booking and levy a cancellation charge as though there had been a cancellation.

### PRICING

- (9) We reserve the right to alter the prices of any of the packages provided in any quote, shown in our brochures or on our website.
- (10) You will be advised of the current price of the package that you wish to book before your contract is confirmed. If there is a pricing error, we will contact you before we confirm your booking.

### WHAT IS NOT INCLUDED IN THE PRICE

- (11) Your Booking Confirmation Letter will specify what is included in the price of your package.
- (12) The following are not included in any package price unless specified and you should budget for these expenses accordingly: non-UK or Ireland Visa applications, United States ESTA application fees, destination airport departure taxes, early check-in, late check-out, inoculations, transport to and from your UK departure point, transport to and from any events, transport to and from the matches, insurance, portage, car parking, excursions, gratuities, internet access, excess baggage costs, additional baggage, baggage storage, meals, snacks and beverages. This is not an exhaustive list – if it is not in your Booking Confirmation Letter it is not included in your package.

### WHO IS RESPONSIBLE FOR PAYMENT?

- (13) The Lead Booker is responsible and liable for payment for all Party Members.
- (14) A third party may make payment on behalf of the Lead Booker; however, the contract remains with the Lead Booker regardless of who has made payment.

### REFUNDS

- (15) If applicable, refunds will only be made to the payment source from which the payment originated.

### ADDITIONAL NON-REFUNDABLE DEPOSITS

- (16) Additional non-refundable deposits may be required for upgrades and other non-standard products or services you request from us. Such deposits do not form part of the cancellation terms (see *Section 6 - Cancellation*).
- (17) If required, we will write to you to confirm when and how you will have to pay an additional payment.
- (18) These additional payments may become non-refundable in part or full if we have made commitments to suppliers for those services for which we are unable to receive a full refund or are charged a cancellation fee.

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## SECTION 4 – CHARGES

### CHARGES

- (1) The total price of the package is inclusive of taxes (except as set out in these Tours Terms). Additional costs and charges that you may be required to pay (which are not included in your booking) are set out in this section.

### IMMIGRATION DOCUMENTS AND ASSISTANCE

- (2) The total price of the package does not include immigration documents (for example VISAs, ESTA) or any immigration assistance. You will need to pay for these documents and services. We do not provide any immigration assistance.

### SINGLE ROOM SUPPLEMENT

- (3) Unless stated otherwise in your Booking Confirmation Letter all our rates and charges are calculated on the total occupancy of the room being filled by your Group. All bookings for single room occupancy, (which may include a single bed only) or odd number Group bookings (the total number in your Group is lower than the total occupancy of the rooms booked) will be subject to our Single Room Supplement unless we agree otherwise in writing.
- (4) A Single Room Supplement will be applied if you amend your booking and the total number in your Group is lower than the total occupancy of the rooms booked.

*Example: A Group of four booked two twin rooms. The Lead Booker wishes to amend the booking, reducing the Group to three. As the total number in the Group (3) is lower than the total occupancy of the rooms (4), a Single Room Supplement would be applied in addition to the Change to Package (non-flight) Charge.*

### POSTAGE/COURIERS

- (5) The price of your package covers the cost of postage for your documents and merchandise (as applicable) within the UK only. If you require postage outside the UK (and we agree to provide this) or special delivery instructions are requested by you, an additional postage/courier charge will be payable by you before the documents and merchandise are sent. We are unable to calculate these charges at the time of your booking request. Please contact us for further information if required.
- (6) If you require postage outside of the United Kingdom (and we agree to provide this subject to you paying the applicable fees), the package(s) may require customs clearance, which may incur delays and customs charges of which you will be responsible to pay. You promise that you will provide all necessary information in order for us to arrange the delivery and such information will be accurate and provided without delay. You consent to us providing the delivery company with your contact information and any other relevant information for the purposes of arranging postage. We are unable to track packages once they have left the UK.
- (7) We will not send any packages until we have received full payment of your Final Balance.
- (8) We do not guarantee that you will receive one package and items may arrive in multiple packages. We cannot guarantee that all packages will arrive at the same time.

### DEPARTURE TAXES

- (9) Departure taxes may apply to your package which you will need to pay for separately to your package price.

### CHARGES TABLE

- (10) The table sets out our charges and fees. Some fees can vary depending on the nature of your request.

<b>Amendment</b>	<b>Charge</b>
<i>Any changes to package (non-flight)</i>	<i>£25 per Party Member per change</i>
<i>Any Flight Amendments</i>	<i>£250 per Party Member per change</i>
<i>Novation</i>	<i>£25 per number of Party Members</i>

- (11) All charges are charged separate to the package contract and are non-refundable. You will be invoiced and required to make 100% payment upfront before your request is confirmed.

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## SECTION 5 – CHANGES TO YOUR BOOKING

### YOUR REQUEST TO AMEND YOUR BOOKING

- (1) If, after you have received your Booking Confirmation Letter, you wish to change your travel arrangements in any way, please contact us to discuss your requirements. Please note changes may not always be possible.
- (2) Any request for changes must be made in writing (which shall include email) by the Lead Booker.
- (3) You will be required to pay the relevant charges (as set out in *Section 4 – Charges*) if we agree to amend your booking, together with any other increase in price or charge as a result of the amendment. We will confirm the charges and costs in advance of making the amendment.
- (4) You should be aware that the closer to the departure date, the more difficult and costly changes are. You should contact us as soon as possible if you want to consider amending your booking.
- (5) Certain travel arrangements cannot be changed after a reservation has been made. Any amendment to those arrangements could incur a cancellation charge of up to 100%.
- (6) In addition to our charges (see *Section 4 – Charges*), suppliers may charge us for making your amendments. If they do, we will pass these charges on to you.
- (7) Amendments to products and services that do not form part of your package will be subject to the terms and conditions applicable to those products and services.

### ADDITIONAL MEMBERS

- (8) Should you wish to add additional members to your Group please contact us to discuss your requirements. The charges for any additional members may be greater than those of your Group. This is due to the fluctuating costs and availability of our suppliers and therefore we cannot guarantee the prices contained in your booking will apply to any additional members. The inclusion of any additional members shall be subject to our confirmation.

### IF WE CHANGE YOUR PACKAGE

- (9) We make arrangements for your package a long time in advance. Given this lead in time we may have to make insignificant changes to your arrangements and we reserve the right to do so at any time. We will advise the Lead Booker of any changes in writing at the earliest possible date.
- (10) If we are constrained by circumstances beyond our control and make a 'major change' to your package or cannot fulfil any special requirements that we have previously accepted, we will inform you as soon as reasonably possible. You will have the choice of either:
- accepting the change of arrangements; or
  - accepting an offer of alternative arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value); or
  - cancelling your package and receiving a full refund of all monies paid in respect of your package within 14 days of your cancellation.
- (11) We will inform you of any alternative package we are offering, the period within which you must inform us of your decision, and the consequences of failure to respond within this period. If we do not receive a response within two attempts to contact you about this change, we reserve the right to terminate our contract with you and refund all monies paid.
- (12) If you chose option (c) above, we will refund any money you have paid to us and where you are advised of the change within six weeks of departure, we will pay compensation on the following scale:

Compensation per full Party Member					
Period Before Departure (days)	More than 42	29 - 41	15 - 28	9 - 14	0 - 8
	NIL	£10	£15	£20	£25

A compensation payment discharges all our liabilities to you and by accepting it, you agree to waive any other rights you may have. If we are otherwise required to pay compensation, the amounts above shall apply.

- (13) If the change is not a 'major change' we will not provide any compensation or refund any expenses or other costs incurred and you will not be entitled to cancel free of charge.
- (14) We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unavoidable and extraordinary circumstances. These can include, for example, war, riot, industrial dispute (strikes), terrorist activity and its consequences, natural or nuclear disaster, fire, ash clouds, adverse weather conditions, drought, match fixture or scheduling changes, epidemics, pandemics and unavoidable technical problems with transport.
- (15) Changes to events, additional services and excursions will be separate to your package and will not require us to pay you compensation.
- (16) A major change before departure includes a change of:
- UK departure airport (excluding a change of London airports); or
  - Outbound departure time or overall length of your holiday of 12 or more hours on a package of 14 days duration, or 24 or more hours on a package of 21 days duration (this only applies once we have confirmed your final itinerary to you specifying your flight details).

- (17) A major change does not include a change:
- of travel service provider;
  - of the type/method of transportation (for example, flight to train, coach to train, coach to plane and vice versa);
  - to, or cancellation of, an event you are attending;
  - to, or cancellation of, matches or fixtures which you and your Group are due to participate in;
  - to match venues for a match which you are due to attend;
  - to scheduled match dates and times to which we are providing Tickets;
  - to additional elements such as excursions; or
  - of accommodation if the new accommodation is of the same or a higher standard.

## SECTION 6 – CANCELLATION

### IF YOU CANCEL YOUR PACKAGE

- (1) You may cancel your package at any time prior to the start of your tour subject to the cancellation charges set out below.
- (2) A cancellation can only be accepted in writing from the Lead Booker and is only effective from the date it is received in our offices.
- (3) Since we incur costs in cancelling your package arrangements:
- we will retain all non-refundable deposits you have already paid us; and
  - where the non-refundable deposit you have paid is less than the cancellation charge; you will be required to pay the difference as well as any other costs which we are committed to with our suppliers for your booking that are non-refundable before the date of cancellation.
- (4) The following scale of cancellation charges will apply:

Time Before Departure (Days)	180	180 – 85	84 – 56	55 – 42	43 – 28	27 or less
Cancellation charge as a percentage of total package cost	Deposit	25%	50%	70%	90%	100%

- (5) The cancellation charges or retention set out will be applied regardless of the reason for cancellation. However, if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer.
- (6) At minimum, your non-refundable deposit(s) and cancellation charges will be retained to cover the costs of the sale to you. These are a genuine pre-estimate of our losses incurred due to your cancellation. Please note, if special arrangements have been specifically made for you, the cancellation charges will be higher as our losses will also increase due to the bespoke nature of the special arrangements. Please note we are not required to re-sell your cancelled package. If you have cancelled your package and you are owed a refund, you will receive this within 14 days after the date we confirm the cancellation.

### CANCELLATION AND UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (7) You may cancel your booking without paying cancellation charges if the performance of your package, or the carriage of Party Members to your destination, is significantly affected by unavoidable and extraordinary circumstances at the destination of your package or within its immediate vicinity. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

### CANCELLATIONS AND CHANGES FOR NON-REFUNDABLE AMENDMENTS

- (8) When you opt for upgrades, make bespoke travel arrangements or other special arrangements we may commit money on your behalf with the end supplier. Often the end supplier will require us to pay a non-refundable deposit and balance payments to secure these. If you cancel a package and we cannot recover the monies from the end supplier for these arrangements we will charge this amount to you or deduct this from any refund in addition to the cancellation charges set out in the relevant terms applicable to that additional element. Cancellations for events and other additional products or services are dealt with in the relevant additional product or service terms.



- (9) If you are required to pay for any amendment to your package and we require payment for that amendment in full at the time of amendment, that payment will be a non-refundable deposit and the scale of cancellation charges above will not apply.

*Example: The package cost for 10 people is £25,000. The Lead Booker requests an amendment to the flights in the package. The Lead Booker is informed that the amendment is non-refundable and will require payment in full of £5,000 for the flight and £1,500 administration charge. The Lead Booker has paid £30,000 and a £1,500 administration charge. 50 days before travel, the Lead Booker wishes to cancel the booking. The Lead Booker will receive £12,500 (being 50% of the package costs). We will retain £17,500 being 50% of the package costs, 100% of the non-refundable amendment and the £1,500 administration charge.*

- (10) If you wish to change the flights included in your package and they have been ticketed before the date you make your request to change the flights, it is highly unlikely that the airlines will be able to transfer or amend the flight. It is likely that there will be a cancellation charge of 100% of the original flight cost, with you then having to purchase the new flight (subject to availability). See *Section 11 – Flights* for more information on ticketing of flights.

#### **CANCELLATION OF A PARTY MEMBER ONLY**

- (11) If you wish to cancel part of the package for some Party Members within your Group but the remainder of the Group still intends to travel, then the cancellation charges will apply as above but in relation to the pro rata total package cost attributed to those Party Members. If this change creates an odd number within your Group then you will have to pay the Single Room Supplement (see *Section 4 – Charges*).

#### **NON-USE OF SERVICES**

- (12) If you choose not to receive part of the services you have booked or you finish your tour part way through you will not be entitled to a refund for the products and services that you do not utilise.

#### **IF WE CANCEL YOUR PACKAGE**

- (13) We reserve the right to cancel your booking. We will not cancel your travel arrangements after your Final Balance payment, except:
- (a) for unavoidable and extraordinary circumstance;
  - (b) for failure by you to pay any instalment by the due date or the Final Balance; or
  - (c) if you are in serious breach of these Tours Terms (for example the Ticket Terms and Conditions or *Section 21 Customer Code of Conduct*); or
  - (d) if the minimum number required for the package to go ahead hasn't been reached.

Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The minimum number required will be provided to you in the quote and as set out in the Booking Confirmation Letter, along with the time limit for us to tell you if the package has to be cancelled.

- (14) If we cancel your package (other than for non-payment of your package instalments or for a serious breach of these Tours Terms), you can accept an offer of an alternative package of comparable standard from us, if available, (we will refund any price difference if the alternative is of a lower value) or you may have a refund of all monies paid.
- (15) If it is necessary to cancel your travel arrangements, other than for reasons outside of our control or your failure to pay, we will pay to you compensation equivalent to the relevant level set out as follows:

<i>Number of days before departure we notify you of cancellation</i>	More than 56 days	55 - 43 days	42 - 21 days	20 - 8 days	7 - 0 days
<i>Amount of compensation per full paying Party Member</i>	£0	£10	£20	£30	£40

- (16) If we cancel your package because you are in serious breach of these Package Terms (for example the Ticket Terms and Conditions or *Section 21 – Customer Code of Conduct*), the contract with us will terminate immediately and we will have no further responsibility or liability to you.

## **SECTION 7 – GENERAL TRAVEL INFORMATION**

### **ACCESSIBLE TRAVEL & SPECIAL REQUIREMENTS**

- (1) Everyone is welcome to travel with us but we will need to know if you require any assistance on flights, at accommodation, stadia, event venues or on travel services, have reduced mobility or have a medical condition that might affect your ability to travel with us.
- (2) Due to the nature of attending a sports tour and sporting events at large stadia, there may be considerable walks, queuing, extended travel time, limited space and other practicalities associated with large crowds of people. Distance between parking areas or local transportation and stadiums may not be known prior to the event. If you have concerns as to whether this is suitable for any of your Group, please contact us.
- (3) Please contact us to discuss your requirements if you believe any Party Member has any medical condition or disability that may affect active participation in the package activities.
- (4) You must let us know about your special requirements when you make your booking request so that we can make arrangements with our suppliers. Special requirements are not always possible, are subject to availability and may incur additional charges. You may be required to complete a questionnaire or provide further information promptly on our request.

### **FOREIGN AND COMMONWEALTH OFFICE (FCO) TRAVEL ADVICE**

- (5) As you are travelling outside of Great Britain, we advise you to regularly check the FCO travel advice before you depart. The FCO provides specific advice about most destinations around the world. This can be viewed at [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo).

### **PASSPORT, VISA AND HEALTH REQUIREMENTS**

- (6) It is the Lead Booker's responsibility to check that the Group:
  - (a) are in possession of valid passports and any appropriate visas. You should check passport and visa requirements well in advance, particularly if you are a non-British passport holder (see *Section 4 – Charges*). Any charges, fines etc., that may be levied by authorities in the UK or overseas for non-compliance of regulations in this area will be recharged to the Lead Booker;
  - (b) have checked with a medical professional well in advance of your departure date that you and your Group are fit to travel and which vaccinations or inoculations are advisable for the chosen destination. Please see [www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk) and [www.travelhealthpro.org.uk](http://www.travelhealthpro.org.uk); and
  - (c) have checked the National Travel Health Network and Centre and NHS Choices advice about travelling with medicines and contact the embassy, high commission or consulate of the countries your Group are travelling to if you or your Group need more information. Please see <https://www.gov.uk/guidance/foreign-travel-checklist#before-you-go>.
- (7) Medication and medical equipment may need to be declared in advance to local customs authorities. You may be required to package medication and medical equipment in accordance with local customs and authorities and may be required to present a letter from a doctor or a copy of a prescription to allow you to bring medication or medical equipment into the country. It is your responsibility to check if any such restrictions apply to any medication or medical equipment you intend to travel with.
- (8) Where your flight includes transit through another country, you will be required to comply with that country's entry requirements. Where your travel itinerary includes a stop-over/stay abroad you may need to obtain and pay for a VISA (or equivalent immigration papers prior to departure) (see *Section 4 – Charges*). Please review the [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo) for further information on countries' entry requirements.

### **ARRIVALS**

- (9) Customs/border patrol restrict what you can bring into a country on arrival and carry out inspections at the borders. Please review the [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo) for further information on customs requirements.

### **TRAVELLING WITH CHILDREN**

- (10) Each travel service provider operates different rules regarding children and you must ensure compliance with these rules.
- (11) It is advised that children travel in a travel seat appropriate to their age. You are responsible for providing and fitting the seat yourself. Whilst a child travel seat is recommended it may not always be possible to fit these on some of transport providers' services.
- (12) Any child travel seat that is left on a vehicle is left at your risk. We shall not have any liability to you for any loss or damage to a child travel seat that was left on a vehicle.

### LOST PROPERTY AND LEFT BELONGINGS

- (13) You take luggage and valuables at your own risk and we shall not be liable for any of your personal property being lost, stolen or damaged.
- (14) We are not obliged to return to accommodation, travel services, events or excursions used by the Party Members to collect personal belongings left behind by you or any Party Member. Accommodation, travel, event and excursion providers are not obliged to hold or return lost property. Any assistance with the return of lost property by either us or the providers may incur additional charges.

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## SECTION 8 - TRAVEL INSURANCE

### TRAVELLING WITH US

- (1) We consider adequate travel insurance with a reputable insurance company to be essential and as such we make it a condition of our contract with you. Your travel insurance should cover the cost of cancellation, medical expenses, loss of luggage or money, personal liability claims, participation in sports and activities, sports equipment, costs of assistance (including repatriation) in the event of accident, injury, illness or death.
- (2) You promise and undertake on behalf of yourself and each Party Member of your Group to:
  - (a) arrange travel insurance;
  - (b) not hold us responsible for any costs incurred by any Party Member of your party due to your (or their) failure to take out adequate insurance; and
  - (c) indemnify us for any costs incurred by any Party Member of your party due to your (or each Party Member of your party's) failure to take out adequate insurance.
- (3) Confirmation of the above in no way limits or excludes your statutory rights or limits the legal obligation owed to you where the providers of your holiday/travel arrangements (such as an airline or accommodation provider) are at fault. By booking a tour with us you agree to the indemnity detailed above and detailed on the Insurance Indemnity Form during the booking process.
- (4) Generally, most insurance policies apply limits and exclusions based on the cost of the package and your time spent abroad in any one year. It is your responsibility to check that you have adequate cover under your policy.
- (5) In addition, it is your responsibility to make sure there are no exclusion clauses within your policy relating to the activities or excursions to be undertaken during the package.
- (6) It is your choice but we recommend that you obtain travel insurance as soon as you can after your booking is confirmed as most travel insurance policies will provide coverage for cancellation and other events prior to your travel date.
- (7) All comments about insurance are intended to be general and not to amount to regulated financial advice or recommendation. If you are in doubt you should speak to your insurance broker/provider.

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## SECTION 9 – INCLUSIONS & EXTRAS

### ENTRY INTO ATTRACTIONS

- (1) If your package includes admission tickets for an attraction, day out, performance or show, such tickets will be subject to the ticket issuer's terms and conditions in addition to the venue's terms of entry.
- (2) Once tickets are sent to you these cannot be replaced if lost, stolen, damaged or defaced after delivery.
- (3) There are no cash refunds available if you do not use your admission tickets.

### MERCHANDISE

- (4) Where your package includes merchandise, you will be required to submit sizing choices for you and your Group at the point that you purchase your package or at a later date.
- (5) Please note that sizing varies between providers. We will provide sizing guides where available, but these are for information purposes only. We will endeavour to provide the nearest size if your size is not available. Merchandise sizes are subject to availability. Once selected it will not be possible to change your selected size. Some items of merchandise may only be available in unisex sizes. Females may be given male sizes if the equivalent female size is unavailable.
- (6) If you require children sizes you must make this known to us at the time you place your booking. We will endeavour to provide children sizes but this will be subject to availability.

- (7) You acknowledge that where merchandise is provided as part of your package, items provided in men's and women's merchandise packs may differ.
- (8) We will not accept requests to return or exchange items of merchandise. The exception to this is where the item is faulty and/or damaged. In this instance where the fault/damaged is proven to be genuine we will provide you with a replacement/repair for the faulty/damaged item at our cost. You will be responsible for returning the item to us. We will reimburse your reasonable costs of returning the faulty item to us.
- (9) If you cancel your package before we provide you with the merchandise forming part of your package, you will not receive that merchandise, and this shall not alter or affect the cancellation charges payable by you.

### EXCURSIONS

- (10) If your Booking Confirmation Letter includes trips or activities, other than participation in the match fixtures, (**Excursion(s)**) the terms of this clause will apply. If you book your own excursions (i.e. not paying for them through us) either before you depart or whilst you are away we will have no responsibility to you for them or anything that happens during the course of them and do not accept any liability if things go wrong. For any excursion that you book that has separate terms and conditions, a separate contract is formed and does not form part of your package.
- (11) We use reasonable skill and care to select suitable excursion providers for you but exclude all other warranties insofar as we are legally allowed to do so.
- (12) Our liability to you for any loss you suffer as a result of our breach of these terms or participating in an Excursion shall be limited to the cost to us of your Excursion. These limitations do not apply to death or personal injury caused by our negligence or losses you suffer as a result of our fraud.
- (13) All personal possessions (for example your camera) taken on Excursions are at your own risk and we shall not be responsible if they are damaged or lost.
- (14) The description of the Excursion we have published via our website, or our excursion brochure, or detailed in our Booking Confirmation Letter is based on information provided to us by the Excursion provider. As such we do not take responsibility if this description is inaccurate or the Excursion is subsequently altered by your provider.
- (15) The Excursion provider is responsible for delivery of all parts of an Excursion (excluding transfers to and from the hotel - if any) and you should check what is included (for example meals may be extra). It is possible that the content or format of an Excursion may change slightly during the period between booking and the date on which you are due to participate in the Excursion. Inclement weather may also result in itinerary changes for which there are no refunds available.
- (16) You must check with your insurance provider as to whether the policy you hold provides adequate cover for the Excursions included in your package.
- (17) Some Excursion providers may provide you with the opportunity to purchase gifts or additional activities, these will be purchased at your discretion and risk and are not included in the cost of your Excursion.
- (18) We do not discriminate between who is permitted on Excursions but your local Excursion provider may require you to be of a certain age, health, height or weight for health and safety purposes. If you ignore these requirements you may be stopped from taking part in the Excursion by the provider and may not receive a refund.
- (19) If you decide to cancel an Excursion or you fail to show up at the required time then you will not receive a refund. If the reason for cancellation is covered by your insurance policy, you may be able to claim a refund of your cancellation charges from the insurance company.
- (20) Cancellation of a particular Excursion does not cancel any other part of your package, any other Excursion(s) or contracts for goods or services you have with us. Cancellation of, or changes to, an Excursion by us do not represent a change to your overall package.
- (21) If unforeseen or uncontrollable circumstances occur, such as natural disasters or inclement weather, we reserve the right to cancel or alter all or any part of any Excursion on your behalf. If we cancel an Excursion for any reason we will refund the cost of the Excursion only.
- (22) If you have a complaint about an Excursion you should raise this at the time with the Excursion provider and our representatives. If the complaint cannot be resolved to your satisfaction then please put it in writing to as soon as possible to: England Sports Tours, Carter Court, 8 Davy Way, Quedgeley, Gloucester, GL2 2DE.

## FIXTURES

- (23) Where your travel package includes the playing of sporting fixtures, your opponents will be confirmed to you prior to departure. You acknowledge that you have been provided with sufficient information to agree that the opponents are of a suitable standard and grade for your group to play against. If prior to a fixture you decide to withdraw your team from a fixture no refunds shall be paid in relation to such fixture.
- (24) As we do not control the teams you will be playing against you acknowledge that the opponents may change or withdraw from a fixture at short notice. If they do this we will use reasonable endeavours to organise a replacement fixture but do not guarantee this will be possible. We shall refund an amount to you equivalent to the cost to us of the fixture but shall not be liable to you in any other way whatsoever for cancellation of a fixture that is beyond our reasonable control.
- (25) Where your package includes a festival or tournament each match in the festival or tournament will be considered a fixture as confirmed in your Booking Confirmation Letter. Should you decide to decline or cancel your entry into a festival or tournament, and we are subsequently unable to replace these fixtures, you will not be due a refund and we shall not be liable to you in any way whatsoever for cancellation of these fixtures.
- (26) Where your travel package includes a training session this will be held at a non-exclusive location open to the public, without changing or any other facilities unless we say otherwise in our Booking Confirmation Letter.
- (27) If it is specified on your Booking Confirmation Letter that 'medical assistance' will be provided at each fixture then this will mean as a minimum that a St John's First Aider or equivalent will be on hand. If it is not specified this will be your responsibility.
- (28) The governing body of a sport in a particular country may require a licence or consent to be granted before a match fixture can take place. We will send you all the necessary information for you to apply for such a licence but do not guarantee that this will be granted. We reserve the right to pass on the application or licence fee to you which you agree to pay.
- (29) If you borrow or hire training equipment whilst at your destination you do so at your own risk and we are not responsible for the use of such equipment. If you take your own equipment to your travel destination you will have to pay the additional baggage costs unless otherwise stated in your Booking Confirmation Letter.
- (30) It is your responsibility to check that the insurance provided covers you and your group for participation in the sports and activities that have been listed in your Booking Confirmation Letter.

## POST MATCH FUNCTIONS

- (31) If post match functions are included in your Booking Confirmation Letter we will confirm the details of your attendance in your final itinerary. We will provide some food and non-alcoholic drink for you at these events but make no promise as to how much. You will be required to comply with the venue operator's terms of entry which will include policies as to the supply of alcohol. If you are unable or choose not to attend an after match function there is no refund or cash alternative available.

## BILLETING

- (32) If you have decided to include billeting as part of your tour, this is something that is to be arranged directly by you and the host school or club. We will be responsible for arranging your fixtures only with a specified host school or club, and at this point we can introduce you to the appropriate host school or club member for you to make the necessary arrangements and safety checks.
- (33) If you undertake billeting with a third party then this is at your own risk and you should undertake your own checks to ensure that the billeting meets your requirements, risk assessments and is safe to use. If any of your billeting falls through and you require us to provide alternative accommodation and/or meals then this will be subject to the payment of any additional costs for such accommodation and/or meals which must be agreed at the time.

## SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (34) Please let us know as soon as possible if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements and you acknowledge that the standards of replacement meals may not be comparable with European standards. Any special dietary requests may incur additional charges.
- (35) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

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## SECTION 10 – ACCOMMODATION

### ACCOMMODATION RATING

- (1) You acknowledge that you have been provided with sufficient information to make an assessment as to whether your accommodation is suitable for your needs, irrespective of how we have classified it. You should not rely on our and/or local classification systems to infer facilities and standards of the accommodation that is comparable with European Standards.
- (2) All photographs for accommodation used and information provided are for the purposes of illustration only and should not be taken to be literal representations of actual facilities, accommodations or services offered unless otherwise advised. Such information and photographs are provided to us by the accommodation service providers therefore we cannot guarantee their completeness or accuracy.

### ACCOMMODATION TERMS OF OCCUPANCY

- (3) Our accommodation providers will have terms of occupancy that you will be required to accept when you check-in. These are often available on the accommodation provider's website. These may be updated from time to time and you must agree to the terms of occupancy.

### ROOM TYPE AND CONFIGURATION

- (4) Your room type and configuration will be specified in your Booking Confirmation Letter but you acknowledge that an accommodation provider can change this at their discretion and at short notice. As the accommodation provider reserves this right in our contract with them and we do not have control over this we shall not be liable to you for any changes to your room type or configuration that are imposed on us.

### YOUR ACCOMMODATION

- (5) Your accommodation will be listed in your Booking Confirmation Letter unless you have booked a package with unnamed accommodation, in which case your accommodation will be confirmed to you prior to departure.
- (6) The following are not included in any package price unless specified and you should budget for these expenses accordingly: early check-in, portage, late check-out, storage charge, any room service, mini bar purchases, internet access, telephone charges, pay-tv services, parking, food or beverage (unless breakfast or any other meals are included and specifically detailed in your Booking Confirmation Letter) or any other service charges. This means your Group must settle all bills for additional purchases before you leave.
- (7) Please note that not all accommodation will have dining areas, bars, room service, Wi-Fi/internet access, spa, fitness and swimming facilities, safes (in rooms or on site for the secure storage of belongings are not a confirmed facility) or other services.
- (8) Please note that not all accommodation types will provide cleaning services to rooms on a daily basis, including but not limited to change of towels and toiletry refreshment.
- (9) You acknowledge that we have no control over the design, layout, floor allocation and views of the bedrooms provided as part of your package therefore we cannot guarantee any specific requests can be met.

### CHECK-IN AND CHECK-OUT

- (10) Our accommodation providers may request you to provide a credit card on check-in for pre-authorisation or providing a cash bond for guaranteeing additional spending.
- (11) Check-in and check-out times will be confirmed in your final itinerary or supporting documents.

### LOYALTY SCHEMES

- (12) It may not be possible to use loyalty cards or member schemes in connection with the accommodation. Accommodation may not be deemed to be eligible in accordance with the relevant scheme's rules meaning that awards, points or similar may not accrue in connection with the stay.

### BREAKFAST

- (13) Breakfast (if provided) will be confirmed in your Booking Confirmation Letter. The format, style and content of breakfast is at the accommodation providers' discretion, as such it may not be a traditional 'English breakfast', 'western' or 'continental breakfast' and may be local cuisine.
- (14) Breakfast (if provided) will be the standard breakfast supplied by the accommodation provider and as such it will not include the cost of all the items detailed on the breakfast menu.



### **SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL**

- (15) Please let us know as soon as possible if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements and you acknowledge that the standards of replacement meals may not be comparable with European standards. Please note any special dietary requests may incur additional charges.
- (16) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

### **USE OF THE ACCOMMODATION**

- (17) Accommodation must be used by the Party Members named in your booking. You must not allow other people to stay in your room(s). You are not permitted to change the room names at check-in and any room name change requests must be made to us prior to your date of travel and will incur a package amendment charge (see *Section 4 – Charges*).
- (18) All children under 18 years of age staying at accommodation must be accompanied by a parent, teacher, guardian, sports club staff member, coach or tour leader and must be supervised at all times.
- (19) Please let us know as soon as possible if you require a cot for a child as this must be pre-arranged with the accommodation provider. We will liaise with our suppliers to try and meet your requests, but you understand that these will be subject to availability at the discretion and control of the accommodation provider and may incur additional charges.

### **DAMAGE**

- (20) You will be responsible for any breakages, damage or other liabilities you or your Group incur or cause during your stay at the accommodation we provide.

### **REFUSED ENTRY**

- (21) If you or any Party Member are refused entry to accommodation, the contract with us will terminate immediately and we will have no further responsibility or liability to you.

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## **SECTION 11 – FLIGHTS**

### **FLIGHT INFORMATION**

- (1) We may not be able to specify at the time of your booking request the airline or aircraft type that we will use, or the number of stops or routing of the flights.
- (2) Please note that your flight departure dates from the UK and return dates to the UK may change by up to 24 hours from those dates detailed in your booking request and Booking Confirmation Letter, and therefore your accommodation duration will also be adjusted accordingly.
- (3) We will inform you of the airline (or range of airlines) we plan to use in your Booking Confirmation Letter, but we reserve the right to change airline or aircraft types at any time (see *Section 5 – Changes*). Such changes will not be regarded as a major change for the purpose of these Tours Terms and you will not be entitled to cancel the package booked with us without paying the appropriate cancellation charges (see *Section 6 – Cancellation*).
- (4) You will receive a flight confirmation letter/email from us which will specify your airline and flight times approximately six months before departure. These details will be reconfirmed in your final itinerary and you should check these as soon as possible as they might have been changed. Changes are not uncommon as all flights are subject to the granting of permits and licences by authorities, both in the UK and overseas.
- (5) Planned flight times will be given in the various documentation you receive, though these are for guidance only, not guaranteed and subject to schedule change.
- (6) Your flights are all linked and therefore you and your Group are required to take all flights throughout your package. Should you or any Party Member fail to travel on any of the booked flights the remaining flights will be automatically cancelled by the airline.

### **TICKETING OF FLIGHTS**

- (7) You must provide a full list of Party Members six months prior to the departure date of your package.
- (8) We will ticket flights on such dates as we choose in our sole discretion. We are under no obligation to inform you of when we plan to ticket your flight. Flight ticketing may take place up to six months prior to your planned departure date, however we will not ticket your flight more than six months prior to your planned departure date.

- (9) If you wish to change the flights included in your package once they have been ticketed, you may be charged 100% cancellation fee and you will then need to purchase the new flight (See *Section 6 – Cancellation*).

- (10) Physical tickets will not be issued.

### **CONDITIONS OF CARRIAGE**

- (11) By making your booking you are agreeing to the carrier's general conditions of carriage which are accessible on the carrier's website. These may be updated from time to time and you must agree to the conditions of carriage to travel.

### **ROUTES**

- (12) Some flights may have to stop en-route and as factors affecting this are not always known before departure, we cannot always notify you in advance, though we will always endeavour to do so.

### **MULTI SECTOR FLIGHTS**

- (13) Please note that where your itinerary includes multi-sector flights with different airlines, those airlines luggage restrictions/allowances may not be consistent for the duration of your journey. Conditions of carriage (which include luggage restrictions and allowances) will vary from carrier to carrier. For example, your second carrier's luggage allowance in respect of the weight of hand/hold luggage may be less than your first carrier's. These restrictions/allowances are non-negotiable and you will be required to comply with them otherwise you may be subject to additional charges imposed by the carrier.

### **GETTING TO AND FROM THE UK AIRPORT**

- (14) You will be responsible for the cost of transfers to and from your UK departure and arrival airports.
- (15) Subject to availability and payment of any additional cost, we may be able to offer regional departures.

### **ONLINE CHECK-IN**

- (16) Online check-in will not be available for your flights as they are booked as part of a group allocation. You will be required to attend the airport to check-in for your flights. Further information will be provided in the supporting travel documentation.

### **CABIN CLASS**

- (17) Unless you have selected an upgrade, your flight will be economy class. Due to seating configurations and other requirements, you and your Group may not necessarily be sat together during your journey.
- (18) Please note that cabin class (first, business, premium economy, economy) service and experience can vary between international and domestic carriers and from carrier to carrier. Please note that a specific cabin class is not always available as an option on domestic flights or different carriers. You may therefore not experience the same service and experience from your departure point to your destination and there may not be a specific cabin class option for certain sectors of your journey.

### **BAGGAGE ALLOWANCES AND EXCESS BAGGAGE**

- (19) Baggage allowance varies between airlines and international and domestic flights. Once we have confirmed your flights, you should check the applicable baggage allowances. You may have to pay additional charges at check-in if these are exceeded. You should consider whether you require additional baggage allowances for sporting equipment at the earliest opportunity and discuss your requirements with us.
- (20) Excess baggage charges are the responsibility of each Party Member. We shall not be liable to pay any excess baggage charges on a Party Member's behalf.

### **FREQUENT FLYER PROGRAMMES**

- (21) It may not be possible to use frequent flyer, other loyalty cards or member schemes in connection with the flights. The flights may not be deemed to be eligible flights in accordance with the relevant scheme's rules meaning that awards, points or similar will not accrue in connection with the flight. It is not possible to use frequent flyer, other loyalty cards or member schemes points to pay for or request an upgrade to your flights.

### **REFUSED BOARDING AND DAMAGE**

- (22) Please note that the captain of the aircraft has absolute authority over the aircraft and passengers at all times, when they are boarding or on board the aircraft.
- (23) The captain can refuse to carry anyone if they are, in the captain's opinion, unfit for any reason to travel or may pose a danger to the aircraft or other passengers.
- (24) If you or any Party Member is refused carriage in these circumstances, the contract with us will terminate immediately and we will have no further responsibility or liability to you.

### **CABIN SERVICE**

- (25) Cabin service is provided by the airline and as such we have no control over the service provided (this includes but is not limited to the standard and availability of food and drink items).
- (26) The service of food and drink is provided at the discretion of the airline and may not be included as part of your booking. The airline carrier reserves the right to withdraw the food and drink service at any time.

### **DELAY AND CANCELLATION**

- (27) In the event of your flight arrangements being changed or cancelled, as outlined in this section, we accept no liability for extra costs or consequential loss, arising directly or indirectly from any independent contract arrangement, between the client and a third party.
- (28) Arrangements in the event of travel delay are the responsibility of the carrier.
- (29) Under EU Law, you have rights in some circumstances to compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your package from us.

### **BANNED CARRIERS**

- (30) There are air carriers which are banned from operating within the European Union. These are listed at [www.ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://www.ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm). Rest assured we will not be using any of these carriers on your tour.

### **FLIGHT UPGRADES**

- (31) Subject to availability and the payment of the additional costs you may upgrade your flights. Flight upgrades you pay for will form part of your original package. Where you ask us to provide bespoke flights, these will be 100% non-refundable and payable 100% up front at the time of your bespoke request.
- (32) We require payment in full for the upgraded flight element to reflect the increased cost. We will confirm all upgrades to you in writing.
- (33) Upgrades will only apply to the international sectors of your flights confirmed by us in writing. All seats on domestic flights will be in economy class regardless of whether you have upgraded. Upgrades may not apply to the European sector of your flight.
- (34) If you cancel a package that includes an upgraded flight, we will add our non-recoverable costs from the relevant airline to our cancellation charges (see Section 6 – Cancellation).
- (35) Access to the business lounge is at the sole discretion of the airline and as such we cannot guarantee you will have access as part of your upgraded flight cost. If access to the business lounge is granted, the service inside is provided by the airline and as such we have no control over the service provided (this includes but is not limited to the standard and availability of food and drink items).

### **FLIGHT CHANGES**

- (36) If you wish to change the flights included in your package, you will be charged for the amendment as detailed in Section 4 Charges. You may also be charged a cancellation fee (See Section 6 – Cancellation) and you will need to pay the fare of the new flight or difference in fare.
- (37) If you make changes to the flight included in your package, for example change the day or time of travel and a transfer was included in your package, you will lose the benefit of this transfer and unless we agree in writing that there is a new transfer included in your package you will need to make your own arrangements from the airport.

### **FLIGHT REGULATIONS**

- (38) There are still restrictions on what you can carry onto planes or have in your hand luggage. This includes sharp instruments. For a full list please see here: [www.gov.uk/hand-luggage-restrictions](http://www.gov.uk/hand-luggage-restrictions).
- (39) A number of food and other products cannot be brought back into the UK from outside of the EU. For a full list see here [www.direct.gov.uk/dontbringmeback](http://www.direct.gov.uk/dontbringmeback).
- (40) You will need to declare cash if you are entering or leaving the European Union (EU) and carrying cash of 10,000 Euros or more, or the equivalent in other currencies. Please see <https://www.gov.uk/bringing-cash-into-uk>.

### **SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL**

- (41) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access or have specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.
- (42) Dietary requirements must be given to the airlines in advance of travel.
- (43) Please let us know as soon as possible if you have any seating requests and we will liaise with our suppliers. It may not be possible to meet your requests as these will be subject to availability at the discretion and control of the airline and may incur additional charges.

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## **SECTION 12 – TRAVEL SERVICES**

### **TRAVEL SERVICE PROVIDER'S CONDITIONS OF CARRIAGE**

- (1) All travel services (including all coaching, airport accommodation transfers, coaches, metros, trains and travel passes, but excluding flights detailed in Section 11 – Flights) provided as part of your package will be subject to the travel service provider's conditions of carriage and luggage restrictions in force from time to time.
- (2) The provider's conditions of carriage may be accessible on the provider's website or can be made available on request. These may be updated from time to time and you must agree to the conditions of carriage to travel and you must comply with any reasonable instructions given by us or the travel service provider.
- (3) We shall not be responsible to you for any breaches of the conditions of carriage and any subsequent refusal of the travel service provider to transport you or any Party Member.

### **USING THE TRAVEL SERVICES**

- (4) Further information regarding travel services will be provided to you when available via travel documentation and accommodation information boards or such other method of communication as we notify to you.
- (5) You and your Group will be required to wear seat belts (where provided) at all times whilst in a vehicle forming part of our travel services and follow all our and/or the travel service providers safety instructions.
- (6) We do not permit any alcohol or food to be consumed on a travel service unless permitted by the relevant carrier. No smoking, including e-cigarettes, is allowed on any travel service we provide, even if the travel service provider permits it.
- (7) We do not guarantee that there will be a toilet onboard your travel service.
- (8) You acknowledge that the travel service provider may not offer all drivers to be English-speaking however where deemed necessary an English-speaking driver or rep will be provided but is not guaranteed for every journey. You may not have the same driver throughout your itinerary.

### **DEPARTURE, ARRIVAL AND ROUTES**

- (9) Please arrive at least 15 minutes before the scheduled departure times for your travel service on both the outbound and inbound journey sectors.
- (10) Our transportation providers will only pick up and drop off at the locations specified in your Booking Confirmation Letter and/or final itinerary.
- (11) We are unable to delay departure times and will not be liable to you or your Group should you or a Party Member miss a departure time.
- (12) All journey times are approximate. When travelling to events, we leave sufficient time to get there and as such may arrive at an event before the gates open. We shall not be responsible for delays or cancellation in travel services caused by reasons outside of our and/or the travel service provider's direct control. We shall not be liable for the inability to attend all or part of an event.
- (13) You acknowledge that the travel service may not be a direct service to and from your destination and your journey may involve different vehicles and multiple stops.
- (14) You acknowledge that events may run over the scheduled time and that we shall not be liable for any missed transport/connections.
- (15) Your travel service is subject to unscheduled stops, diversions and driver breaks. It is therefore not always possible for journeys to be direct without stops. We cannot always notify you in advance, though we will always endeavour to do so.

- (16) You acknowledge that in respect of transport to the events (where provided), the event organisers will operate a transport plan over which we have no control. Accordingly, you acknowledge and will make your Group aware that vehicles may not be able to drop off and/or park where planned and that some walking may be required or that the use of an additional park and ride facility may be required.

#### **LUGGAGE**

- (17) Your luggage entitlement will be confirmed in your final itinerary or supporting documents.
- (18) Luggage must not contain any dangerous, illegal or excessively sized items and such luggage will be refused to be carried. You take luggage and valuables at your own risk and we shall not be liable for any of your personal property being lost, stolen or damaged. You must not leave any luggage on transport unattended and must take all luggage with you when disembarking.
- (19) We advise that you do not take any luggage or large bags with you to any stadiums or venues. Each stadium and venue provides different rules regarding bags and luggage allowed in. You should check with the stadium and/or venue prior to taking any bags or luggage with you.

#### **MATCH DAY TRANSFERS**

- (20) If you have purchased Tickets, Match day transfers are not included in your package unless specified in your Booking Confirmation Letter. If they are included, the times and locations of the pick-up and drop off points will follow in your final itinerary, supporting documentation or be displayed on accommodation information boards or such other method of communication as we notify to you.
- (21) You acknowledge that in respect of Match Day Transfers (where provided), the event organisers will operate a transport plan over which we have no control, you acknowledge and will make your Group aware that this may include that:
- (a) vehicles may not be able to drop off and/or park in the immediate vicinity of the stadium and that some walking or use of an additional park and ride facility (if provided by the event organiser) may be required;
  - (b) drop off points will be designated by the event organisers; and
  - (c) the plan can change with or without notice and may impact on your travel arrangements.
- (22) If the match to which you are due to attend is cancelled and a match day transfer was provided as part of your package for the cancelled match, refunds will may be made in accordance with the terms of the match day transfer provider. Refunds will be made at our sole discretion and if a refund is agreed by us, You will only receive a refund to the extent that we receive a refund from the match day transport provider.

#### **REFUSED BOARDING AND DAMAGE**

- (23) We or our travel service provider may refuse boarding or require disembarkation if you or a Party Member are deemed to be behaving inappropriately (including drunken behaviour) and/or failing to follow instructions.
- (24) We shall not be liable to you for the behaviour of other passengers over which we have no control and if you are refused boarding we shall not be liable to you and we shall have no liability to return you to your point of origin.
- (25) You shall be responsible for any damage or soiling caused to our carrier, its equipment or mode of transport by you or your Group and if we get charged for such damage or soiling you agree to repay us for such amount we are charged as a result of your actions.

#### **SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL**

- (26) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access or have specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

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## **SECTION 13 – TICKETS**

### **TICKET TERMS & CONDITIONS**

- (1) If purchased as part of your package and as detailed in your Booking Confirmation Letter we will allocate you official Tickets for the matches included in your booking. Please note that the official Tickets included in your package will be as stated in the Booking Confirmation Letter. Please note that the Tickets included in your package will be the lowest category available unless otherwise stated.
- (2) All Tickets are supplied in accordance with the Ticket issuer's Ticket Terms and Conditions. Please note these may differ from the ticket terms and conditions provided on the Ticket issuer's website.

- (3) The Ticket Terms and Conditions will be made available to you at the time of your booking request (if they are available) and if subsequently updated, will be provided to you prior to your departure. You are required to agree to be bound and comply with the Ticket Terms and Conditions. You will also inform anyone in your Group that they are accepting the Ticket Terms and Conditions as part of your package.

- (4) We shall not be responsible to you if your Ticket is cancelled or you are refused entry to, or ejected from, a venue as a result of breaching the Ticket Terms and Conditions.

- (5) Please note that start times shown on the website are indicative and may change, all start times are subject to confirmation and may change for reasons outside of our control.

### **CANCELLATION OF THE MATCH**

- (6) We recommend you check your insurance to make sure that you are covered in the event that the match(es) you are due to attend is rescheduled, cancelled or postponed.

- (7) Tickets are sold subject to the relevant Ticket Terms and Conditions which may include the Ticket issuer's right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange Tickets. If the event to which you are due to attend is cancelled, we will refund you the face value of your Ticket to the extent that we receive a refund from the Ticket issuer. Your package will be unaffected by the event cancellation and we will continue to provide you with the services in your package.

### **STADIUM MAPS**

- (8) Where available, stadium maps showing categories and/or locations of Tickets are for information purposes only and made available as a guide. The guides are not to scale and are an approximation of where you may be seated in the stadium. The stadium/organiser reserves the right to re-categorise, move or reallocate categories and locations at its sole discretion at any point before or, during the tournament. We may not be informed of such reorganisations or re-categorisations.

### **ALLOCATIONS**

- (9) Tickets will be allocated from our official allocation. Please note that the organisers determine our allocation and location of ticket categories within the stadia over which we have no control.

### **GROUP BOOKINGS**

- (10) Please note that it is not guaranteed that your Group will all be able to sit together in the stadium.

### **UPGRADES**

- (11) Subject to availability and the payment of the additional costs, you may be able to upgrade your Tickets at the time of making your booking. Subject to availability and the payment of the additional costs, you may be able to upgrade your Tickets after receiving your Booking Confirmation Letter. Ticket upgrades you pay for will form part of your original package however these will be 100% non-refundable and payable 100% up front at the time of your Ticket upgrade request.

### **TICKET DISTRIBUTION**

- (12) We will distribute your Tickets to you in a manner that we deem most appropriate. We will inform you which method of distribution we intend to use prior to departure but reserve the right to amend this at any time. Once distributed, Tickets are your responsibility and cannot be replaced. It is your responsibility to check your Tickets on receipt and you should contact us as soon as possible if there is a mistake.

### **SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL**

- (13) If you are a wheelchair user and require wheelchair user Tickets or you are a customer who requires accessible seating but are not a wheelchair user, you must inform us at the time of making your booking request.

- (14) Please note that wheelchair user tickets and accessible tickets are very limited and special mobility arrangements at each stadium/venue are under the control of the stadium/venue operator over whom we have no control. Wheelchair user tickets or accessible tickets will be specifically confirmed in your Booking Confirmation Letter, if they are not, you will have the category of Ticket confirmed in the Booking Confirmation Letter.

- (15) Wheelchair user tickets or accessible tickets do not include the supply of a wheelchair or other requirements and as such you must make arrangements for these yourself.

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## SECTION 14 – YOUR OBLIGATIONS

### CONDUCT AND BEHAVIOUR

- (1) We expect you to take responsibility for your own and your Group's actions whilst you are enjoying your package.
- (2) We expect all our clients to conduct themselves properly and not behave in any way which causes or is likely to cause: danger, offence or upset to any other person; or damage to property; break any law; or that is generally considered unacceptable.
- (3) Any Party Member that behaves this way will be required to leave their transportation, event venue, excursion and/or accommodation and we will have no further responsibility to them including any return travel arrangements. In the event that we consider your behaviour as a breach of these Package Terms (for example Section 21 – Customer Code of Conduct) the contract with us will terminate immediately and we will have no further responsibility or liability to you.
- (4) If we ask you or any Party Member to leave because of your behaviour, no refunds will be given and we will not pay any expenses or costs you incur as a result.
- (5) You will be responsible for any damage or loss caused by you or any Party Member during your time away.
- (6) You must make full payment direct to the accommodation or other service supplier in respect of the damage or loss you or your Group have caused. You will also be required to compensate us for any subsequent claims brought against us as a result of your actions.
- (7) You will reimburse us in full and on demand any costs or damages suffered by us as a result of any act or omission of you or any Party Member.

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## SECTION 15 – IF THINGS DON'T GO QUITE RIGHT

### COMPLAINTS

- (1) If you have a complaint about your package or have any problems whilst you are away, please inform one of our representatives without undue delay who will endeavour to put this right. If you fail to follow the requirement to report your complaint we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were travelling with us. This may affect your rights under this contract.
- (2) If your complaint or problem is not resolved whilst you are away please follow this up within 28 days of the end of your holiday by writing to us at Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE giving your booking reference number and brief details of your complaint. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to us without delay.
- (3) Our customer services team will respond to your written complaint within a reasonable time following an investigation into your complaint. We will correspond with you by email, phone and letter in an attempt to resolve your complaint.
- (4) We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution Platform at [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/). This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

### OUR LIABILITY TO YOU

- (5) It is our responsibility to perform the contract we have with you. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. Please note it will be for you to show that we have not performed the contract properly and that this has caused you damage or loss.
- (6) Nothing in these Tours Terms excludes or intends to exclude our liability for death or personal injury caused by our negligence or our contractual liability to you under The Package Travel and Linked Travel Arrangements Regulations 2018.
- (7) However, we will not be liable where any failure in the performance of the contract is due to:
  - (a) you or a Party Member (for example if you break a law in the country visited); or
  - (b) a third party unconnected with the provision of your package or arrangements; or

- (c) unusual, unavoidable, unforeseeable and extraordinary circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which we or our suppliers, even with all due care, could not foresee or forestall.

- (8) For claims for personal injury, illness or death, any payments will only be made if the following conditions are met:
  - (a) you must tell us, and the supplier involved, about your injury or illness while you are travelling with us and you must write to our office about your claim within three months of the date of arriving home. A letter from your doctor, detailing your injury, should also be included;
  - (b) any rights that you have against the supplier or any person, must be transferred to us; and
  - (c) you must agree to fully co-operate with us or our insurers, if we wish to enforce those rights.

You are asked to transfer your rights to us, so that we can claim back from suppliers any payments that we make to you, plus any legal or other costs that are incurred.

- (9) Save for death or personal injury caused by our negligence, our liability to you and your Group for any damage, loss of enjoyment or other loss you suffer shall be limited to a maximum of three times the cost of your package. Our liability will also be limited in accordance with and/or in an identical manner to:
  - (a) the contractual terms of the companies that provide travel services that make up your package. These terms are incorporated into this contract; and
  - (b) any relevant international convention, for example the Montreal Convention (travel by air), the Athens Convention (travel by sea), the Berne Convention (travel by rail) and the Paris Convention (provision of accommodation), which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

- (10) You can ask for copies of the travel service contractual terms, or the international conventions, from us.
- (11) Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in *Section 6 – Cancellation*.
- (12) If any payments to you are due from us, any payment made to you by the airline and/or other third party suppliers will be deducted from the amount due from us. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel [www.caa.co.uk](http://www.caa.co.uk).
- (13) Any and all arrangements you make that are not part of your package supplied by us are your responsibility and are made at your own risk.
- (14) This does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

### UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (15) If it is impossible to ensure your return as agreed in your package due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

### ADDITIONAL ASSISTANCE AND EMERGENCIES

- (16) If you are in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.
- (17) If you or a member of your Group have an emergency while you are away, please contact us on the 24-hour customer service contact number provided to you in your event information pack prior to your departure. We will endeavour to assist you where required to the best of our abilities. If you fail to report your emergency, we will have been deprived of the opportunity to provide any assistance.



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## SECTION 16 - YOUR FINANCIAL PEACE OF MIND

- (1) We appreciate that you are spending a lot of money on your package and want to reassure you that it is financially protected.

### ABTA PROTECTION (PACKAGES WITHOUT FLIGHTS)

- (2) We are a Member of ABTA, membership number V4759. Further details are available at [www.abta.com](http://www.abta.com). We provide full financial protection for our package holidays by way of a bond held by ABTA.
- (3) You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

### ABTA

- (4) ABTA - The Travel Association, 30 Park Street, London, SE1 9EQ, [www.abta.co.com](http://www.abta.co.com)

### ATOL PROTECTION (PACKAGES WITH FLIGHTS)

- (5) We are required to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 3030) administered by the Civil Aviation Authority for packages which include a flight. If you book arrangements other than a package holiday from us, the financial protection referred to above does not apply.
- (6) When you buy an ATOL protected air holiday package and/or flights from us you will receive a Booking Confirmation Letter from us (or via our authorised agent through which you booked) confirming your arrangements and an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- (7) We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

### CIVIL AVIATION AUTHORITY

Gatwick Airport South, West Sussex, RH6 0YR, UK. Telephone 0330 022 1500. Email [claims@caa.co.uk](mailto:claims@caa.co.uk).

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## SECTION 17 – YOUR INFORMATION AND HOW WE USE IT

### INFORMATION WE REQUIRE FROM YOU

- (1) Capitalised terms in this section shall have the meaning given to them in the Data Protection Act 2018.
- (2) At any time prior to travel and throughout the duration of your tour, we may require additional information from you regarding your Group which will include (without limitation) Advanced Passenger Information (APIS) and merchandise sizing. You agree to provide the information promptly on our request and before any deadline we set. When submitting the information, you will ensure it is true and accurate and consent to us using it for the purposes of performing our contract.
- (3) We collect Personal Data about you and your Group when you make your booking.
- (4) We collect and process your Personal Data in accordance with our Privacy Policy available on request or on our website.

- (5) We will update your Personal Data whenever we can to keep it current, accurate and complete. If any of your Personal Data changes you must provide us with the updated Personal Data at the earliest opportunity.
- (6) If Tickets are included in your package, we are contractually obliged to pass on your Personal Data to the Entities for ticket management and reporting purposes.
- (7) The Personal Data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your booking request, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing and processing.

### DATA PROTECTION

- (8) By making a booking with us please note that we will be required to Process your Personal Data in the performance of this contract.
- (9) In providing you with your package we will be required to pass your Personal Data on to third parties. This may include travel service and accommodation providers, insurance providers, payment processors, governing bodies and event organisers. For full details about who we pass your Personal Data to please see our Privacy Policy detailed on our website.
- (10) If you have given your consent for us to do so, we will provide you, or permit selected third parties to provide you with information about goods and services that we feel may be of interest to you.
- (11) When you provide us with the Personal Data of your Group you are confirming that you have obtained their consent to do so.

### SPECIAL CATEGORIES OF DATA

- (12) You may provide us with Special Categories of Personal Data including:
- (a) a specific medical condition;
  - (b) specific dietary requirements;
  - (c) a requirement for special assistance; and/or
  - (d) your passport information.
- (13) When you provide us with Special Categories of Personal data you consent to us processing such Personal Data for the purpose of providing you with your package.

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## SECTION 18 - SUPPORT

### SUPPORT

- (1) On the tour you will be accompanied by a member of our staff (or such other representative as we see fit) during key stages of your tour such as arrival to your destination or fixtures.
- (2) You acknowledge that we will not supply a tour leader. Our representatives will not be with you for every hour of every day and may not be present on your transportation.

### HELPLINE

- (3) We will operate a 24-hour customer service helpline from the date of departure to the date of your return.

### ESCORTED TOUR

- (4) The member of our staff assigned to your tour group may change throughout the duration of your tour.
- (5) Please note that you may be staying in accommodation and using services with other tour groups and your tour group may be split across different service providers.

### ENGLISH SPEAKING GUIDES AND TOUR LEADERS

- (6) We will aim to provide English speaking guides and tour leaders where this has been specifically included in your package. Although we will take reasonable care in appointing guides we cannot guarantee the standard of translation or the level of knowledge of the appointed guide. We cannot be held responsible for the views and opinions that may be expressed by your appointed guide. You acknowledge that the views and opinions expressed are not necessarily a representation of ours.



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## SECTION 19 – CONTACT

### OUR COMPANY

Your contract is with Mike Burton Travel Limited trading as England Sports Tours of Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE. Our Company Number is 02616655.

### OUR EMAIL ADDRESS

[tours@englandstourstours.com](mailto:tours@englandstourstours.com)

### OUR PHONE NUMBER

0344 788 4056

### OUR WEBSITE

[www.englandstourstours.com](http://www.englandstourstours.com)

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## SECTION 20 – GENERAL

### NO PARTNERSHIP, AGENCY OR JOINT VENTURE

- (1) If, in making a booking with us, you are making arrangements on behalf of third parties your booking is subject to the condition that, except with our prior written consent, you shall not (nor authorise any third party to):
- (a) make any representation nor give any warranty on our behalf or in our name nor incur or create any expense chargeable to us nor pledge our credit;
  - (b) associate yourself/itself with, nor use nor allow anyone to use our name, logo or trademarks including without limitation in the promotion or advertisement of any product or service;
  - (c) do nor allow to be done any act or thing which will harm misuse, bring into disrepute, impair or otherwise adversely affect our rights and interests (including goodwill) in our name, logo and/or trademarks;
  - (d) hold yourself out to any third party as acting with our authority and/or as our agent or partner; or
  - (e) represent that the hospitality, catering, ticket, travel services, site facility and/or any other arrangements provided under this booking are made by you or any person or entity other than us;

and without limitation you acknowledge that the arrangement entered into between us shall not constitute an agency, partnership, or joint venture.

### WEBSITE ACCURACY

- (2) Websites are produced well in advance of the events taking place and there may be occasions when advertised facilities or entertainment is not available during your period of travel, due to bad weather, drought, public utility failure, essential maintenance, cleaning or lack of demand. You should also remember that the general standard of hygiene, public utilities, drainage, plumbing and services in general may not be as sophisticated as in the UK. All information published and displayed on the website, has been compiled from up to date details and we have taken the up most care to ensure fact and accuracy. There may be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance (swimming pools for example), unplanned emergency maintenance, unsuitable weather, fuel shortage, accidental damage to accommodation or other circumstances totally beyond our control. If we are advised of this we will inform you as soon as possible. The website is issued on our responsibility and does not commit any service providers mentioned therein.

### OUR PROMISES

- (3) We promise you that we have selected our suppliers with reasonable skill and care.

### WAIVER

- (4) Any waiver by us of any right we have under this contract is only effective if we confirm it to you in writing.

### THIRD PARTY RIGHTS

- (5) No one other than the Lead Booker or us may enforce this contract and these Tours Terms do not create any right enforceable by any third party except as set out in these Tours Terms.

## INTELLECTUAL PROPERTY

- (6) All Trademarks are used under license by us. All such rights are reserved.
- (7) Nothing in these Tours Terms permit you to use the package you have purchased to commercially associate yourself with us and/or the events or otherwise use any of the imagery or trademarks we use. You agree not to use the package as a prize or promotion without our prior written consent and acknowledge that breach of this obligation may breach the Ticket Terms & Conditions.

## GOVERNING LAW

- (8) This contract is made on the terms of these Tours Terms, which are governed by English Law, and the jurisdiction of the English Courts.

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## SECTION 21 – CUSTOMER CODE OF CONDUCT

### CODE OF CONDUCT

In order for us to provide the best service possible, it is your and each Party Members' responsibility to:

- (a) ensure you read the information provided to you;
- (b) listen to and observe instructions provided to you;
- (c) inform us promptly if you have any issues providing accurate and truthful information;
- (d) at all times conduct yourself in a reasonable manner, including drinking responsibly at our events; and
- (e) treat our staff, our suppliers' staff and other customers with respect.

We will not tolerate:

- (a) written or verbal aggression, obscenity or abuse, including verbal insults, using bad language or swearing;
- (b) any actual or threat of violence including touching, pushing or shoving;
- (c) racial abuse or sexual harassment;

towards our staff, our suppliers or our other customers in any form.

Please see *Section 6 – Cancellation and Section 14 - Your Obligations* regarding the consequences of your conduct.

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## SECTION 22 – GLOSSARY

<b>Booking Confirmation Letter</b>	The letter sent by us to you confirming that your booking request has been accepted by us detailing the services that are included within your package and Party Members' details, of which form part of your contract with us. The Letter may be sent by us by email to you confirming receipt of your booking request.
<b>Entities</b>	The hosts nations of any matches, or event operators as relevant to any Tickets included in your travel package.
<b>Final Balance</b>	The remaining monies owed to us by you by the date set out in <i>Section 3(1)</i> .
<b>Group</b>	All named individuals forming part of your travelling party.
<b>Lead Booker</b>	The person, organisation or entity making the booking with us.
<b>Lead Party Member</b>	The Party Member named as the lead contact when the Lead Booker is not travelling as part of the Group.
<b>Party Member</b>	Each named individual travelling as part of your Group.
<b>Single Room Supplement</b>	A charge applied for single room occupancy. <i>See Section 4 – Charges.</i>
<b>Tickets</b>	Official tickets allocated as part of your package.
<b>Ticket Terms and Conditions</b>	The terms and conditions issued by the Ticket issuer.
<b>Tours Terms</b>	These terms and conditions, of which form part of your contract with us.
<b>Trademarks</b>	England Sports Tours, England Rugby and the RFU and any associated marks.