

## Sportsbreaks.com

### Booking Terms and Conditions

These Booking Conditions, together with our Privacy Policy and, where your itinerary is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Mawasem Limited, trading as sportsbreaks.com a company registered in England with company number 07413801 and registered office address of 5 Hargreaves Court Dyson Way, Staffordshire Technology Park, Stafford, ST18 0WN ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- (a) he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- (b) he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- (c) he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- (d) he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**Please Note: We act in the following capacities, as a Package Organiser in the sale of a Package Itinerary (please see clause 13 for further details) and as a Principal in the sale of a 'Single Service' booking (such as a ticket only booking).** As a result our obligations to you will vary depending upon whether you book a Package Itinerary with us or whether you make a single service booking. We have tried to set our differing obligations out below as clearly as possible in the following sections. **Please also note**, where you make an Event booking with us, the additional terms that are set in Section D, will also apply.

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B contains the conditions that will apply when you make a Package booking with us where we act as the Package Organiser;
- (C) Section C contains the conditions that will apply where you make a Single Service booking with us, (including ticket only bookings and day trips under 24 hours that do not include overnight accommodation) where we are acting as Principal; and
- (D) Section D contains the conditions that will apply when you make an Event or Event Ticket booking with us.

### SECTION A – APPLICABLE TO ALL BOOKINGS

#### 1. Booking & Paying for Your Arrangements

A booking is made with us when you pay us a deposit (or full payment, if you are advised that full payment is required at the time of booking) and we issue you with a booking confirmation.

For some arrangements, we may allow you to register in advance or apply to make a provisional booking. If so, you may be required to enter your card details at the time of booking and authorise for the payment to be taken in due course ("Provisional Arrangement"). Alternatively, some arrangements will be booked on a request basis in order to allow us to check that the request you have made is available and at the price advertised. If so, you may be required to sign and return our booking form and pay a deposit ("Request Bookings"). Provisional Arrangements and Request Bookings will confirm that you have accepted these Booking Conditions. They will not, however, confirm a booking with us until we issue you with a booking confirmation.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). If your booking, application or on-request booking is changed or withdrawn before we issue you with a booking confirmation, we will refund any deposit paid to us.

The balance of the cost of your arrangements (including any applicable surcharge) is due within the time frames notified to you, at the time of booking. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

## **2. Accuracy of Advertising Material**

We endeavour to ensure that all the information and prices both on our website and in our advertising material are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

## **3. Travel Insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **4. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions, we cannot accept liability or pay any compensation if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute,

labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports etc. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond Our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## **5. Special Requests**

If you have any special request, you must advise us in writing at the time of booking e.g. diet, room location, a particular facility at a hotel or seat at an event etc. You should then confirm your requests in writing. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as 'standard' bookings subject to the above provisions on special requests.

## **6. Complaints**

We make every effort to ensure that your itinerary runs smoothly, but should you have any complaints about any aspect of your booked arrangements, you must inform the relevant supplier (e.g. your hotelier) and or our local representative (if applicable) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact call our contact centre on +44 (0)333 230 9115) or alternatively e-mail us via [customer.feedback@sportsbreaks.com](mailto:customer.feedback@sportsbreaks.com).

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us, either to our Manchester office (Sportsbreaks.com, 4th Floor, Churchgate House, 56 Oxford Street, Manchester, M1 6EU) or via e-mail to [Customer.feedback@sportsbreaks.com](mailto:Customer.feedback@sportsbreaks.com), ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 11 for further details.

You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://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. Please Note: the ODR platform is unlikely to be available for use by UK consumers at such a point that the UK ceases to be a member of the European Union.

## **7. Disabilities and Medical Problems**

We are not a specialist disabled travel company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that

we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### **8. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you taking part in your booked arrangements are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

#### **9. Passport, Visa and Immigration Requirements & Health Formalities**

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

**Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.** For European itineraries you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

**Non British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

#### **10. Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Events Beyond Our Control (see clause 4).

#### **11. ABTA**

We are a Member of ABTA, membership number F6153 & Y6094. 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).

#### **12. Law and Jurisdiction**

Your contract with us and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your itinerary, will be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the Courts of your home country if you wish to do so. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract governed by the law of Scotland/Northern Ireland as applicable. If you do not so choose, English law will apply.

## **SECTION B – APPLICABLE TO PACKAGE BOOKINGS**

**This section only applies to Package Itineraries booked with us, where we are acting as the Package Organiser (please see clause 13 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.**

### **13. Definition of a Package**

Where your booking is for a Package itinerary that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in this Section B of these Booking Terms and Conditions.

A "Package itinerary" exists if you book a combination of two of the following separate travel services:

- (a) transport;
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances);
- (d) any other tourist service not intrinsically part of one of the above travel services;

*provided that* those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

**IMPORTANT NOTE:** Please note that:

- a. where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or
- b. where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a package where the tourist services:
  - do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
  - are selected and purchased after the performance of the transport, accommodation or car rental has started,

these bookings will be treated as "Single Service" bookings and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

### **14. Pricing of Package Itineraries**

**We reserve the right to amend the price of unsold itineraries at any time and correct errors in the prices of confirmed itineraries. We also reserve the right to increase the price of confirmed itineraries solely to allow for increases which are a direct consequence of changes in:**

- (i) the price of the carriage of passengers resulting from the cost of fuel or other powersources;
- (ii) the level of taxes or fees chargeable for services applicable to the itinerary imposed by third parties not directly involved in the performance of the itinerary, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed itinerary (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another itinerary if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

Should the price of your itinerary go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £10. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed itinerary within 20 days of your departure nor will refunds be paid during this period.

#### **15. If you Change or Transfer your Package Itinerary**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £40 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 16.

##### Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- (a) that person is introduced by you and satisfies all the conditions applicable to the itinerary;
- (b) we are notified not less than 7 days before departure;
- (c) you pay any outstanding balance payment, an amendment fee of £40 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- (d) the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 16 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important Note: Certain arrangements such as airline tickets may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements**

#### **16. If you Cancel your Package Itinerary Before Departure**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person itinerary price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

**For Rugby World Cup 2023 bookings, the following cancellation terms apply:**

<b><u>The date on which you notify us</u></b>	<b><u>Cancellation Charge</u></b>
<u>On or before 31<sup>st</sup> March 2022</u>	<u>Loss of Deposit</u>
<u>Between 1<sup>st</sup> April 2022 – 28<sup>th</sup> February 2023</u>	<u>50% of Package itinerary cost</u>
<u>On or after 31<sup>st</sup> March 2023</u>	<u>100% of Package itinerary cost</u>

**For all other bookings, the following cancellation terms apply:**

<b><u>Period before departure date on which you notify us</u></b>	<b><u>Cancellation Charge</u></b>
More than 56 days	Loss of Deposit or 20% of Package itinerary cost (whichever is greater)
56 to 29 days (inclusive)	75% of Package itinerary cost
28 days or less	100% of Package itinerary cost

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.**

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

#### **Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You have the right to cancel your confirmed itinerary before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your itinerary destination or its immediate vicinity and significantly affecting the performance of the itinerary or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

#### **17. If we Change or Cancel your Package Itinerary**

As we plan your arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

**Changes:** If we make a minor change to your itinerary, we will make reasonable efforts to inform you

as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

**Please Note:** Where a weekend fixture is rescheduled for any reason whatsoever to a different kick-off time on the same weekend, we'll offer you the option to change the night of your accommodation booking to coincide with the fixture change, subject to availability with no amendment fees. Where a midweek (Monday-Friday) fixture is rescheduled for any reason whatsoever to a different time within 36 hours of the previously confirmed start time then we'll offer you the option to change the night of your accommodation booking to coincide with the fixture change, subject to availability with no amendment fees. If the price of the new Arrangement is higher, this must be paid by you. If the price of the new Arrangement is lower, we'll refund you the difference in price. This change doesn't constitute a Significant Change and no refund will be payable if you cancel your Arrangements.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away\*.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away\*.
- (c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- (d) A change of UK departure airport except between:
  - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
  - II. The South Coast airports: Southampton, Bournemouth and Exeter
  - III. The South Western airports: Cardiff and Bristol
  - IV. The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
  - V. The Northern airports: Liverpool, Manchester and Leeds Bradford
  - VI. The North Eastern airports: Newcastle and Teesside
  - VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- (e) A significant change to your itinerary, missing out one or more event entirely.
- (f) The rescheduling of a football match, causing the fixture to change from:
  - I. a weekend to a weekday (Monday to Friday); or
  - II. a weekday (Monday to Friday) to a time and date over 36 hours before or after the original fixture.

Cancellation: We may cancel your travel arrangements for reasons including but not limited to *Events Beyond Our Control* or failure by you to pay the final balance.

We may cancel your itinerary if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. Where we cancel due to a failure to obtain minimum numbers we will do so no later than the following dates:

- i. in the case of trips lasting more than 6 days, 20 days before the start of the package;
- ii. in the case of trips lasting between 2 and 6 days, 7 days before the start of the package;
- iii. in the case of trips lasting less than 2 days, 48 hours before the start of the package.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative travel arrangements (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

#### Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:



- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us (per person)*
More than 56 days	£20
56 to 29 days (inclusive)	£30
28 days or less	£40

\*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where cancellation is due to a failure to obtain minimum numbers, within the timeframes set out above;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 4).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 18. Our Responsibility for your Package Itinerary

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your itinerary. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
  - (c) Events Beyond Our Control (as defined in clause 4).
- (3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- (b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- (c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
  - i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
  - ii) In any circumstances in which a carrier is liable to you by virtue of the EC Regulation 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
  - iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.

- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (8) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your itinerary. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## **19. Financial Protection**

We provide financial security for flight-inclusive Packages by way of our Air Travel Organiser's Licence number 6613, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product from us you will receive 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection for travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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, 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, 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.

We provide full financial protection for our Package holidays which don't include flights, by way of a bond held by ABTA Ltd. The Travel Association 30 Park Street London SE1 9EQ [www.abta.co.uk](http://www.abta.co.uk) – Membership No's: F6153 & Y6094.

If you book arrangements other than a Package from us, your monies will not be financially protected. Please ask us for further details.

## **20. Conditions of Suppliers**

Many of the services which make up your itinerary are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability

to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

#### **21. Prompt Assistance for Package Itineraries**

If, whilst you are taking part in your itinerary, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

#### **22. Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or 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. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your itinerary price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 4 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)) detailing air carriers that are subject to an operating ban with the EU Community.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

#### **23. Advance Passenger Information**

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The

data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

## SECTION C – APPLICABLE TO SINGLE SERVICE BOOKINGS

**This section applies to all Single Service bookings that you make with us (e.g. a ticket only booking) when we are acting in a Principal capacity (including day trips that are for a duration less than 24 hours and do not include overnight accommodation). Please read this section in conjunction with Section A of these Booking Conditions.**

### 24. If You Change or Cancel Your Single Service Booking Changes:

If, after confirmation, you wish to change your Single Service booking in any way, we will endeavour to make these changes if they are possible. Where we can meet a request, all changes will be subject to payment of an amendment fee of £40 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

**Note:** Certain Single Service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

#### **Cancellations:**

If you or any other member of your party decides to cancel your confirmed Single Service arrangements you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

**Important Note: The Single Service arrangements that we sell may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.**

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

This clause 24 outlines the rights you have if you wish to cancel your Single Service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

### 25. If We Change or Cancel Your Single Service Booking

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by Events Beyond Our Control (please see clause 4) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

### 26. Our Responsibilities for your Single Service Booking

- (1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for

anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- (a) the act(s) and/or omission(s) of the person(s) affected; or
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

- (3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (a) **loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

- (b) **Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

#### **SECTION D – APPLICABLE TO EVENT AND EVENT TICKET BOOKINGS**

**This section applies to all event and Event Ticket bookings that you make with us. We have no control of or involvement in Events or Event Tickets and we can't have any responsibility to you for anything which goes wrong with an Event or Event Ticket, such as a cancellation or a**

**postponement of the Event. Please read this section in conjunction with Section A of these Booking Conditions.**

**27. Admittance and Behaviour**

Where you book an event ticket, admission to the event is controlled by the event organiser, venue officials or, in some instances, the police. Where you book an event with us, our responsibility is limited to the provision of a ticket. We cannot guarantee admission to the event.

You are required to behave in a manner that is acceptable for the event. If you or others fail to behave reasonably, this may result in you being denied entry to the venue or being ejected from the venue. Such circumstances are beyond our control and responsibility.

**28. Loss of Event Tickets**

If you lose or damage your ticket prior to an event, please let us know and we will do our best to help you. In some instances, events, venues, venue officials, clubs, memberships, organisers or hosts will be unable to reissue tickets, produce replacement tickets or provide duplicate tickets. We do not accept responsibility for lost or stolen tickets.

**29. Event Tickets and Admissions**

The tickets that we issue to you as part of your package may be restricted to supporters or persons who satisfy certain eligibility criteria, whether that be a requirement to be a supporter of a particular team or a requirement to be a member of a particular club, membership or association, etc.

We are not responsible for setting, policing or enforcing such eligibility criteria but reserve the right to check your availability before accepting your booking. Even where we check your availability we provide no warranty or assurance that you meet the eligibility criteria and it will remain your responsibility to ensure that you do meet this criteria at all times leading up to and during the event in question.

**Please Note:** some of the tickets that we sell are for seats that are only available to supporters of a particular team. Where this is the case, your booking may be cancelled if you are found to be acting in breach of those supporting restrictions either prior to or during the event.

Security at some events or venues may be strict (e.g. baggage checks or screening). You will need to ensure that you allow sufficient time to go through the event and venue security arrangements.

**30. Use of Additional Arrangements**

If an event ticket booking is made with the inclusion of transport or accommodation, it is a condition of your booking that the transport or accommodation must be used for the sole purpose of the event. If you do not make use of the transport or accommodation services that you purchase as part of your ticket booking then your ticket may be withheld, voided or cancelled.

**31. Terms and Conditions of Event Organiser**

If you book a ticket to an event with us, the event and the ticket are both provided / operated by independent suppliers. Those suppliers provide the events and the tickets to the events in accordance with their own terms and conditions which will form part of your contract. Some of these terms and conditions may limit or exclude the supplier's liability to you or impose restrictions, rules and requirements that you must meet. Copies of the relevant parts of these terms and conditions are available either on / alongside your ticket or on request from us or the supplier concerned. These terms and conditions may contain important information that you must read carefully.

**32. Transfer and Re-Sale of Tickets**

The tickets that we issue to you as part of your package are at all times subject to the terms and conditions of the event organiser. Often, the re-sale of such tickets is strictly prohibited and your tickets may be withdrawn or invalidated if you are found to be making efforts to re-sell the ticket.

**Commented [SB1]:** As mentioned on the call, this is the clause that Clarity are able to rely on should there be any questions as to whether you are making customers aware of whose terms and conditions form part of their booking/contract.