

The Sporting Traveller, The Studio 4E Beaufort Road, Reigate, RH2 9DJ

Telephone: 01737 244 398

E-mail: sales@thesportingtraveller.com

LEAD NAME:

NAME OF TOUR	DEPARTURE DATE	RETURN DATE
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BOOKING REFERENCE

PERSONAL DETAILS <i>(Please show names as they appear on your passport)</i>				ROOM TYPE Twin, Double or Single	TOUR MERCHANDISE* Shirt S/M/L/XL/XXL
Room/PAX	TITLE	FIRST NAME	FAMILY NAME		
1/1					
1/2					
2/1					
2/2					

*when included in your holiday package

PASSPORT DETAILS *(essential for airline ticketing & in case of emergency)*

PAX	D.O.B	PASSPORT No.	NATIONALITY	DATE OF ISSUE	DATE OF EXPIRY	SPECIAL REQUIREMENTS
1						1
2						2
3						3
4						4

NB If travelling to South Africa you will require a machine-readable passport and 2 blank pages opposite each other

ADDRESS: (for correspondence)

TELEPHONE (Day)

MOBILE:

EMAIL:

NEXT OF KIN: (Full Name, Relationship and Contact Telephone Number:

Sporting Traveller Booking Terms and Conditions



SPORTING TRAVELLER DISCLAIMER:

We try to ensure that the information contained on our website and in our promotional material is accurate and up to date. However, resort and supplier information can change, and errors can regrettably occur. We reserve the right to amend and/or give notice to any significant changes at the time of booking.

TERMS & CONDITIONS:

The Terms & Conditions ("booking conditions") below apply to all package holiday bookings made with The Sporting Traveller. We are registered in England and Wales under company number 3949029. Our registered office address is: Hallings Hatch, Parkgate Road, Newdigate, Dorking, Surrey, RH5 5DY.

Please read the booking conditions carefully, as they form the basis of your package holiday contract with The Sporting Traveller and set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these terms and conditions and agree to them. In these booking conditions The Sporting Traveller is hereafter referred to as "we" or "us" and any references to "you" or "your" include the first named person on the booking form and all persons on whose behalf a booking is made.

1. CHOOSING YOUR HOLIDAY:

We hope your Sporting Traveller holiday will live up to expectation, so it is very important that you choose the right arrangements for you. Our team are always happy to advise and give you their professional opinion; however it is important that you also conduct your own independent research to ensure you are happy with the arrangements being made. Please visit the Foreign & Commonwealth Office website at <https://www.gov.uk/foreign-travel-advice> or visit www.gov.uk/travelaware. Packed with essential travel advice and tips, these websites offer a wealth of country-specific information. The advice can change, so please check regularly for updates.

2. RESERVATIONS, DEPOSIT & PAYMENT:

After your booking is taken and a deposit received, a confirmation invoice will be sent to you detailing the total cost due. Bookings are subject to availability and are only confirmed when a confirmation invoice is issued by us. The non-refundable deposit is accepted in part payment of the agreed cost of the booking, as per the confirmation invoice from The Sporting Traveller Limited. A contract exists between us and you from the date shown on the confirmation invoice. If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate. Please check the confirmation invoice and ATOL Certificate carefully. If you believe that any details on the ATOL Certificate or confirmation or any other document are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within seven days of our sending it out. The balance of the cost of your booking (including any applicable surcharge) is due no later than 90 days prior to the commencement of the holiday. 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 the cancellation charges set out in clause 6 below will become payable. Bookings made within 90 days of commencement of the tour may be charged a surcharge depending on hotel and airline booking requirements. Our preferred method of payment is by bank transfer, although cheque, credit card (Visa/Mastercard/American Express), and debit card (Visa, Debit/Visa) are all excepted.

All airlines require the full name of all passengers travelling. We will therefore ask you at the time of booking to provide us with your first forename (as shown in your passport) as well as your title and surname. We also require a photo/scan of the photograph page of all passports to ensure complete accuracy when we are supplying this information to airlines.

All information is supplied to airlines/suppliers in accordance to our Data Protection Policy.

3. BOOKING FORM:

The person signing the booking form warrants that he or she is over 18 and has the authority of all persons named on the Booking Form to make this booking on their behalf subject to these booking conditions herein contained. All travel documentation and other information will be sent to the person who has signed the booking form.

4. FINANCIAL SECURITY:

We provide financial security for the flight inclusive packages you purchase from us. We do this with the Civil Aviation Authority under ATOL number 5493. For further information, visit the ATOL website at www.atol.org.uk.

The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for the package holidays booked and for your repatriation in the event of our insolvency. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority, 45-59 Kingsway London WC2B 6TE (ATOL no. 5493). When you buy an ATOL protected air inclusive holiday or flight from us you will receive a confirmation invoice confirming your arrangements and your protection under our ATOL.

If you book arrangements other than a package holiday (e.g. accommodation only), the financial protection referred to above does not apply.

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

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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.

5. IF YOU AMEND YOUR BOOKING:

If you wish to vary your booking arrangements from the specified itinerary after we have issued you with a confirmation invoice, you must inform us 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 £75 per person per change as well as any increase in cost incurred by us, including any commissions, taxes and/or administration charges imposed by the relevant supplier(s). You should be aware that these costs could increase the closer to the departure date the 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 as per clause 6.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 31 days before departure and you pay an amendment fee of £75 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

6. IF YOU CANCEL YOUR BOOKING:

If you or any other member of your party decides to cancel your confirmed booking we must be notified in writing immediately by the person who signed the booking form. Your notice of cancellation will only take effect from the date on which we receive it. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding any amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling. These charges are in addition to any cancellation fees which may be levied by suppliers (airlines, hotels, land operators, cricket ticket suppliers etc.).

Period before the start of your holiday: Cancellation Charge >

More than 90 days:	Deposit will be forfeited
90 to 45 days:	75% of the total cost of the holiday
Less than 45 days:	100% of the total holiday cost

7. IF WE CHANGE OR CANCEL YOUR BOOKING:

We plan arrangements a long time in advance of your holiday using independent suppliers such as airlines, hotels etc., over whom we have no direct control. On occasions changes do have to be made as the sporting fixtures forming part of your booked arrangements with us are subject to change and we reserve the right to make these. Most of these changes are minor. However, occasionally, changes are significant.

Examples of a significant change include: a change of accommodation to that of a lower category and/or price for the whole or a major part of your time away, a change of flight time of more than 12 hours, a change of UK departure airport (except between London airports), or a significant change of resort area. We do our best to avoid cancelling holidays, but we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after you have made full payment where we are forced to do so as a result of 'force majeure' as defined below (see 7.1) or lack of minimum numbers. Please note, some of our holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday has not been received, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason no later than 45 days prior to departure.

Changes:

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

- (a) accepting the changed arrangements (with any refunds that may be due to you for changes to a lower category of service); or
- (b) selecting an alternative holiday from us, of a similar standard to that originally booked if available. If this holiday is cheaper than the original, we will refund the price difference. You will be liable to us for any additional costs payable for the new arrangements; or
- (c) cancelling the booking or accepting our cancellation of the booking, in which case you will receive a full refund of all monies you have paid to us, within 14 days.

Cancellation:

We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure (see 7.1) or failure by you to pay the final balance. We may cancel your holiday before this date if, for example, the minimum number of clients required for a particular tour is not reached. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

7.1 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL:

Force Majeure: Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the concerned supplier(s) control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

PLEASE NOTE: this particularly applies where a Force Majeure event leads to the cancellation of any event forming part of your arrangements booked with us, or the rearrangement or re-scheduling of an event so that they do not coincide with the other arrangements you have booked with us and we are unable to (or you cannot accept) any alternative arrangements offered. Such changes or cancellations of events at the request of, for example, sports associations, police or other local authorities, television/radio broadcasters will be considered a Force Majeure event and we will have no liability to you for compensation.

8. OUR RESPONSIBILITIES TO YOU:

We will arrange to provide you with the various services which form part of the holiday you book with us. Before your booking is confirmed and a contract comes into existence, we reserve the right to increase or decrease, and correct errors in advertised prices and to change any of the information. Changes will be made known to you at the time of booking. The prices we advertise are based on specially negotiated airfares to be booked in a specific airline booking class. At the time of booking, if there is a lack of availability in the specified class on any particular flight, we will endeavour to secure seats for you in an alternative economy class and you will be told the amount of the applicable flight supplement / higher deposit before you book.

- (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. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. 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 act(s) and/or omission(s) of the person(s) affected; (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

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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 assumed 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 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). 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 Denied Boarding Regulation 2004, 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 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.

9. ALTERATIONS TO TOUR PRICES:

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

10. 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. Sporting Traveller offers competitive Travel Insurance policies with Travel & General Insurance Services Limited - see our website for full details. 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.

11. YOUR BEHAVIOUR:

Most people go on holiday for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader, tour host or other person in authority, your behaviour is causing or is likely to cause danger, upset or damage to property or is persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid and we will have no further responsibility for your holiday arrangements including return travel.

12. THIRD PARTIES:

No agents, representatives or any other persons not employed by us are authorised to promise to refund any sums paid or to remit any sums payable either wholly or in part or to agree to any variation of these booking conditions.

13. COMPLAINTS:

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform your Tour Host/Tour Manager and the relevant supplier (e.g. your hotelier, local agent) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact Nick Hunt, Director, on +44 (0)7946 163535. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office 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.

14. IF WE CHANGE YOUR HOLIDAY ACCOMMODATION:

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation has been overbooked or your accommodation may have to be changed for other reasons. If this happens before your departure or on arrival in resort, we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available, we will refund the difference between the accommodation booked and that available and will pay up to £50 per person for any inconvenience.

15. IF WE CURTAIL YOUR HOLIDAY AFTER DEPARTURE:

Very rarely, we may be forced by "force majeure" (see 7.1) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result. Please ensure you have adequate travel insurance in place to cover any such eventuality.

16. MINIMUM NUMBERS:

We will indicate whether a particular holiday is subject to a minimum number of participants for its operation. We will advise you at least 61 days before departure if minimum numbers have not been reached and as a direct result your tour has to be cancelled.

You will then have the choice of booking an alternative holiday with us, changing your departure date at the appropriate additional cost, or having a refund of monies paid. No compensation will be payable and we are unable to offer refunds of any associated costs i.e. visas etc.

17. TOURS:

Whilst every effort is made to operate a tour as advertised, on occasion it may be necessary to make changes to the accommodation, content, routing or order of an itinerary. Unless the change significantly alters the holiday, compensation will not be payable.

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18. CONDITIONS OF SUPPLIERS:

Many of the services which make up your holiday 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.

IMPORTANT NOTE: Where we provide tickets to sporting events and/or concerts our responsibility is limited to the provision of the tickets. We are not responsible for the provision or organisation of the sporting event or concert. Tickets are subject to the Event or Match organisers own Terms and Conditions which we advise you to review. We cannot accept any responsibility for the postponement, cancellation or alteration of an event or concert, and any claim made for a refund or compensation must be made directly to the Sporting Event or concert organiser.

19. CURTAILMENT:

If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for the remainder of your holiday not completed, or assist with any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

20. LAW & JURISDICTION:

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us out of or in connection with your contract or booking will be dealt by the Courts of England and Wales only.

21. DATA PROTECTION POLICY:

In order to process your booking, send you a brochure or respond to an enquiry, we need to collect personal data from you. Depending on what's required, the personal data we collect may include names and contact details, credit/debit card or other payment information and special requirements such as those relating to any disability or medical condition which may affect holiday arrangements and any dietary restrictions which may disclose your religious beliefs ("sensitive personal data"). The person who makes the booking is responsible for ensuring that other members of your party are aware of our booking conditions and this privacy policy and that they consent to your acting on their behalf in your dealings with us.

In making your booking, you consent to personal data being passed on to the relevant suppliers and other third parties. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in your interests or in the interests of everyone in any group with whom you are travelling. For information on how we collect, process and manage your data in line with the General Data Protection Regulation please refer to www.thesportingtraveller.com/sites/default/files/Privacy_Policy.pdf

22. HEALTH & VACCINATIONS:

Health facilities, hygiene and disease risk vary worldwide. You should take health advice about your specific needs as early as possible and ensure that vaccinations or preventative measures such as malaria tablets are taken early enough (which may be a month or more prior to departure) to be fully effective by the date of travel. It is your responsibility to ensure you are aware of all recommended and required vaccination and health precautions in good time before departure. Details are available from your

GP surgery and from the National Travel Health Network and Centre www.nathnac.org. Sources of information include the Department of Health free leaflet 'Health advice for travellers' (available on request Tel. 0207 210 4850), your specialist travel clinic).

23. PASSPORTS & VISAS:

Please remember that every traveller (including all children from birth) will need a valid passport to travel. If your passport is endorsed in any way, requirements should be checked with the relevant embassy. British passport holders should ensure a valid ten year passport is held for adults and a valid 5 year passport is held for children under 16. As many countries require passport expiry dates to fall a considerable time beyond the dates of travel, we would recommend that all passports are valid for a minimum of 6 months after your scheduled return to the UK.

Visa information can change at short notice. If you are a British passport holder, please check www.gov.uk/foreign-travel-advice for the latest information. There may be specific entry requirements for under 18s. If you are travelling on a non-British passport, you must check any visa requirements with the appropriate embassy, high commission or consulate.

It is your responsibility to ensure you are in possession of all necessary travel and health documents before departure. Any costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation.

24. GENERAL:

If any part of these booking conditions is found to be invalid or unenforceable, then the remainder of the booking conditions will not be affected and will remain valid and enforceable.

Correct as of February 2019, The Sporting Traveller Limited, The Studio, 4e Beaufort Road, Reigate, Surrey RH2 9DJ. Tel 01737 244398, email sales@thesportingtraveller.com, website: www.sportingtraveller.com

