



## RUGBY WORLD CUP FRANCE 2023

### PACKAGE TERMS & CONDITIONS

**VERSION: 14 JULY 2023**

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## INTRODUCTION

Thank you for choosing to travel on one of our official ticket inclusive travel and/or accommodation packages.

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

When we dispatch our Booking Confirmation Email 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 Package 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

These special terms are specific to the England Rugby Travel official ticket inclusive travel and/or accommodation packages, for the Rugby World Cup France 2023 travel and package you have chosen.

### ELIGIBILITY

- (1) By making a booking request, you promise to us that you are at least 18 years old and have a residential address in the United Kingdom (including the Channel Islands and the Isle of Man). If this is not true then you may not make a booking request and any booking requests that do not comply with this promise will be cancelled (and cancellation fees will apply), save as otherwise permitted by law.

### PASSPORT AND VISA REQUIREMENTS WHEN TRAVELLING TO FRANCE

- (2) The UK is no longer part of the EU and so requirements for travel to EU countries have changed. It is your responsibility to make sure that you understand what these changes mean for your travel arrangements. For more information please check <https://www.abta.com/tips-and-advice/brexit-advice-for-travellers>.
- (3) To enter France, it is advised that you check the latest passport entry requirement. You can check whether you will need to renew your passport prior to traveling at <https://www.gov.uk/check-a-passport-travel-europe>. It is your responsibility to ensure you have the correct documentation for travel to France. For more information and to ensure you meet these requirements check the FCDO travel advice before you depart. This can be viewed at <https://www.gov.uk/foreign-travel-advice/france/entry-requirements>.
- (4) To enter France, you may be required to provide proof of accommodation arrangements, adequate funds and proof of adequate insurance cover for your visit.

### RUGBY WORLD CUP HOSPITALITY

- (5) The following Rugby World Cup 2023 Hospitality Terms and Conditions (as updated from time to time by the relevant service provider) will apply in the event your Package includes official licensed hospitality packages <https://rwc.englandrugbytravel.com/media/5264/rugby-world-cup-2023-hospitality-terms-and-conditions.pdf>.

### COVID-19 AND OTHER COMMUNICABLE DISEASES

- (6) The Entities cannot prevent any Party Members from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending the Rugby World Cup France 2023. 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 England Rugby Travel, 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 including for personal injury, death, disease or property losses, or any other loss, including but not limited to claims of negligence and shall not seek damages, whether known or unknown, foreseen or unforeseen relating to COVID-19 or any communicable diseases except for death or personal injury where caused by our negligence.
- (7) The total price of the package does not include any additional COVID-19 or any communicable disease related checks or compliance with additional requirements when using services forming part of your package or upon entry into or exit from countries. It is your responsibility to understand what checks and requirements you will need to enter into the country and you will need to pay for these yourself and we do not provide any assistance.

### COVID-19 RELATED ENTRY REQUIREMENTS

- (8) You may be required by a match venue, service provider or country to comply with specific COVID-19 or any communicable disease related measures (e.g. COVID-19 passports, provision of information etc). These requirements may change. We will (where possible) provide you with information available to us regarding these measures. We will not be liable to you if you are unable to comply with the entry requirements or are prevented from entry due to failure to comply with COVID-19 or any communicable disease related entry requirements.
- (9) Covid-19 or any communicable disease related entry requirements for venues once in destination may differ from those required for entry into the country.
- (10) Covid-19 or any communicable disease related entry requirements for venues and for entry into the country may be different for adults and children.

### COVID-19 AND SUPPLIERS

- (11) You acknowledge that the suppliers and associated travel services, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, provision of documents, temperature checks, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options, limited food/drink availability and amendments to the usual or normally expected safety standards and procedures. We do not expect these measures to have a significant impact on your enjoyment of your booking and all measures will be taken with the purpose of securing your safety and those around you.

### COVID-19 AND PARTY MEMBERS

- (12) We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), as detailed in this section *Covid-19 and Party Members* and you must ensure you have travel insurance which covers these costs.
- (13) If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.
- (14) The cost of any curtailment of your booking, missed transport arrangements, additional accommodation required (either in the UK or in destination, prior to your departure), or other associated costs incurred by you.
- (15) If you fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so and, as such, you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with your booking, or that portion of your booking.

### STADIUM CAPACITY CANCELLATIONS

- (16) We reserve the right to cancel your booking at our sole discretion in the event that: (i) the fixture is played; and, (ii) the capacity of the stadium is reduced, therefore reducing the number of Tickets available. This will include where the capacity of the stadium is reduced due to government legislation, restrictions and/or advice. If we cancel your booking for this reason you will be entitled to a full refund and nothing further.

### USING YOUR PRIORITY ACCESS PASS / ADVANTAGE ACCESS PASS

- (17) If you purchased a Priority Access Pass (**PAP**) or Advantage Access Pass (**AAP**) from us it may be redeemed against any of our Rugby World Cup France 2023 packages relevant to the category of PAP or AAP you have purchased. To redeem your PAP or AAP you must follow the instructions sent to you for website bookings or quote it on your signed booking request form. The value of your PAP or AAP will be deducted from the Final Balance payment, not the total cost of the product or service.
- (18) You will only be entitled to redeem the benefits relevant to the PAP or AAP category you have purchased, these are set out in the Priority Access Pass Terms and Conditions and the Advantage Access Pass Terms and Conditions. You will not be entitled to any other benefits not included with the PAP or AAP category you purchased.

### CANCELLATION AND YOUR PRIORITY ACCESS PASS / ADVANTAGE ACCESS PASS

- (19) If you cancel your package after redemption of your PAP or AAP the value of the PAP or AAP will be refunded, except if you cancel after the Final Balance payment.
- (20) If you cancel your package after redemption of your PAP or AAP but before any additional benefits (for example, prior to an exclusive invite only PAP or AAP event), you will no longer be eligible for the additional benefits (for example, your invite to the event will be automatically revoked).
- (21) If you cancel your package after redemption of your PAP or AAP and after you have received any applicable benefit only available to holders of your PAP or AAP type, for example attended an exclusive invite only PAP or AAP event, you will not be entitled to a refund of your PAP or AAP.
- (22) As the exclusive invite-only PAP or AAP holder event is for the holder of the PAP or AAP only, invites to the event are not transferable.

### MINIMUM NUMBERS

- (23) We reserve the right to cancel your booking or offer an alternative package of comparable standard in the event that the minimum number of participants required for the package, you have chosen, to go ahead is not reached. In the event that the minimum number is not reached, and we cancel your package, you will receive a full refund of all monies paid in respect of your package within 14 days of cancellation. We will not pay you compensation if we have to cancel your package due to not reaching minimum numbers.

### EUROSTAR

- (24) Exact travel timings will not be known until six months prior to your planned departure date. Planned travel times will be given in your travel documentation, though these are for guidance only, not guaranteed and subject to schedule change.
- (25) You will receive your Eurostar tickets 10 – 30 days prior to travel. Once distributed, Eurostar tickets are your responsibility. It is your responsibility to check your Eurostar tickets on receipt and you should contact us as soon as possible if there is a mistake.
- (26) Baggage allowances will be confirmed with your Eurostar confirmation letter which you will receive approximately 6 months prior to travel.
- (27) It is not possible to use the Eurostar loyalty scheme in connection with your booking (including but not limited to paying for, or requesting an upgrade to your travel).
- (28) Your Eurostar ticket may be linked to domestic train services and therefore you and your Group are required to take all train services throughout your package. Should you or any Party Member fail to travel on any of the booked train services the remaining train services will be automatically cancelled by the provider.
- (29) You will be responsible for the cost of travel to and from your Eurostar departure station.

- (30) If you or any Party Member is refused carriage, the contract with us will terminate immediately and we will have no further responsibility or liability to you.
- (31) In the event that your Eurostar arrangements are changed or cancelled, 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.
- (32) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access or have 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 at the discretion and control of the airline and may incur additional charges.

#### **MOTOR HOMES**

- (33) If you have requested a Motor Home rental as part of your package the providers' terms *Appendix 2 – Motor Home Terms* will apply to you and by making a booking request, you agree to be bound by these terms. Please note that these terms may be updated from time to time by the provider.

#### **RELEVANT SUPPLIER TERMS AND CONDITIONS**

- (34) The following third party terms and conditions (as updated from time to time by the relevant service provider) will apply in the event your Package includes a service by the relevant service provider:

Eurostar: <https://www.eurostar.com/uk-en/conditions-carriage>

P&O Ferries: <https://www.poferies.com/en/terms-and-conditions/group-terms-and-conditions>

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## SECTION 1 – HOW TO MAKE YOUR BOOKING

### YOUR BOOKING REQUEST AND OUR BOOKING REQUEST ACKNOWLEDGEMENT

- (1) You may make a booking request online via our website or by returning to us a signed booking request form. After completing your booking request and paying the required deposit (see *Section 3 – Payment*) you should receive a Booking Request Acknowledgement Email from us acknowledging that we have received your booking request. If you have not received a Booking Request Acknowledgement Email from us after submitting your booking request, please contact us (see *Section 19 - Contact*).
- (2) By making a booking request, you promise that you are at least 18 years old. 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 and confirm to you in writing if we accept it. Your contract with us forms and is binding when we dispatch our Booking Confirmation Email to you. If we do not accept your booking request, we will not send you a Booking Confirmation Email and no contract will form. We will contact you if we cannot accept your booking request.
- (4) Confirmation of your booking request for one of our packages is subject to availability and at our sole discretion.

### CHECKING YOUR BOOKING CONFIRMATION EMAIL

- (5) It is your responsibility to check the travel package detailed in your Booking Confirmation Email 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*.
- (6) It is always possible that, despite our best efforts, the information in your Booking Confirmation Email may be incorrect (for example, an incorrect ticket category has been listed). If we discover an error in your Booking Confirmation Email 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 Email;
  - (b) accepting the correction to the Booking Confirmation Email; or
  - (c) cancelling your package and receiving a full refund.
- (7) 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

- (8) Payment is required at the time your booking request is made and we hold your payment until your booking request is confirmed. If we do not accept your booking request we will return your payment to you.

### CONDITIONAL BOOKING REQUESTS

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

### QUOTATIONS

- (10) If we have provided you with a quote it will remain valid for 48 hours 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 Email.

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## SECTION 2 – YOUR BOOKING

### THE LEAD BOOKER

- (1) You (as the **Lead Booker**) must accept the Package 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 the Package Terms on behalf of your travelling party (**Group**). You are responsible for ensuring all of your Group comply with the Package Terms.
- (2) The booking contract is made up of these Package Terms and your Booking Confirmation Email 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. The Lead Booker promises that they have the authority to make, amend and/ or cancel the booking on behalf of the Group and each Party Member.
- (3) The Lead Booker shall be liable for:
  - (a) the full payment of any deposits and balances;
  - (b) the payment of any amendment fees or cancellation charges;
  - (c) confirming the details all the persons named in the booking to us;
  - (d) passing on to all persons in the booking any and all information issued by us including, without limitation, these booking conditions; and
  - (e) the conduct of the persons in the booking (see *Section 14 Your Obligations, Section 15 If Things Don't Go Quite Right* and *Section 21 Customer Code of Conduct*).

### IF THE LEAD BOOKER IS NOT TRAVELLING

- (4) If the Lead Booker submits the booking request but will not be part of the Group then the person listed as Party Member 1 will 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.
- (5) When the Group is travelling, the Lead Party Member will be the main contact for the Group and will receive all travel information.

### YOUR INFORMATION

- (6) You are responsible for promptly informing us should any of the personal information provided for your booking change (for example a change of correspondence address or change of name). We will not be responsible or liable for any losses occurring due to incorrect or out of date information provided by you or your Group.
- (7) Should any of your information change, for example your passport information or name changes, you may be charged by the relevant service provider in addition to our administrative charges.

### STATUS

- (8) Your booking request is for the accommodation/travel services you have selected and may include official match tickets (**Tickets**). We call this your "package" and will confirm these details to you in writing in a Booking Confirmation Email when your booking request is accepted.
- (9) 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 making your booking request.

### THE TERMS & CONDITIONS OF YOUR BOOKING

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

### TRAVELLING WITH CHILDREN

- (11) Children under the age of 18 will be refused travel unless each child is accompanied by a parent or guardian. Please contact us if you are planning to travel with children to discuss arrangements (see *Section 7 – General Travel Information*).

### ADDITIONAL PRODUCTS AND SERVICES

- (12) Your package includes those products and services confirmed to you in the Booking Confirmation Email. 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 holiday 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), auction or raffle your package, or any part of it (including the Tickets, entry to special events etc.), to another person, 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) 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.

### LINKED BOOKINGS

- (21) If you request to link your booking to that of another group, we will only be able to link those services included in your package which are the same as the services in the other group's package. For example, it would not be possible to link tickets (and for the individuals to sit together) where the group's packages contain different categories of tickets.
- (22) A request to link your booking must be made by the Lead Booker of both groups requesting to link their bookings. If only one of the groups Lead Bookers makes a linked booking request, we will not be able to link the bookings.
- (23) It may not always be possible to link bookings even when the same services are included in the group's packages. Where you select to link bookings, any linking is at our discretion, the linked booking request does not form part of your package, and the request is not a term of the contract between us.

## SECTION 3 – PAYMENT

### PAYMENT OF YOUR PACKAGE

- (1) The price of your package must be paid in the following instalments:

| <i>Payment<br/>(% of full booking value)</i> | <i>Due Date</i>                    |
|--|------------------------------------|
| 100%   | On submitting your booking request |

- (2) We will invoice you for the total amount of your booking with your Booking Confirmation Email and confirm the instalments and payment dates.

### NON-REFUNDABLE DEPOSIT

- (3) 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 Email.

### PAYMENT METHODS & PROCESS

- (4) 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.
- (5) When a payment instalment or final balance payment is due, we will either email, text or instant message you in advance of the payment due date with a request for the amount payable and provide you with instructions on how to make payment.
- (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 48 hours 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 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 on our website, we will contact you before we confirm your booking.

### WHAT IS NOT INCLUDED IN THE PRICE

- (11) Your Booking Confirmation Email 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: Visa applications, destination airport departure taxes, early check-in, late check-out, inoculations, transport to and from your UK departure point, transport to and from our special 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 Email 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 Package 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 Email 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 (excluding the Scottish Highlands and Scottish Islands where a higher rate may be charged). If you require postage outside the UK or to the Scottish Highlands or Scottish Islands (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, tax and 'duty' (customs charges) as per [www.GOV.uk](http://www.GOV.uk), 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 or recall 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 per booking and items may arrive in multiple packages. We cannot guarantee that all packages will arrive at the same time. Packages may be delivered without the requirement of a signature. All packages included in a booking will be sent to the same address.

- (9) We will not be liable for lost packages, or be required to track or replace any packages or their contents due to incorrect or out of date address information provided by you or your Group.

### DEPARTURE TAXES

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

### CHARGES TABLE

- (11) The table sets out our charges and fees. These charges reflect our administration cost for amending a booking. 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>£150 per Party Member per change</i> |
| <i>Novation</i>                            | <i>£150</i>                             |

- (12) 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 Email, 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. Our charges will be payable notwithstanding whether a supplier charges for the amendment to the booking.
- (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.

### IF WE CHANGE YOUR PACKAGE

- (8) 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.
- (9) 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:
- (a) accepting the change of arrangements; or
  - (b) 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

- (c) cancelling your package and receiving a full refund of all monies paid in respect of your package within 14 days of your cancellation.
- (10) 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.
- (11) 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 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.

- (12) 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.
- (13) 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.
- (14) Changes to events, additional services and excursions will be separate to your package and will not require us to pay you compensation.
- (15) A major change before departure includes a change of:
- (a) UK departure airport (excluding a change of London airports); or
  - (b) 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).
- (16) A major change does not include a change:
- (a) of travel service provider;
  - (b) of the type/method of transportation (for example, flight to train, coach to train, coach to plane and vice versa);
  - (c) of carriers and any change to a departure airport where in the same locality (for example London City, London Gatwick, London Heathrow, London Luton, London Stansted and London Southend);
  - (d) to, or cancellation of, an event you are attending;
  - (e) to match venues for a match which you are due to attend;
  - (f) to scheduled match dates and times to which we are providing Tickets;
  - (g) to additional elements such as excursions; or
  - (h) 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 trip 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:
- (a) we will retain all non-refundable deposits you have already paid us; and
  - (b) 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)                              | 181     | 180 - 85 | 84 - 56 | 55 - 42 | 41 - 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 and subsequent re-sale (if possible). These are a genuine pre-estimate of our losses incurred due to your cancellation and it is irrelevant whether we re-sell your package or not. 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 and the likely impossibility of resale. Please note we are not required to re-sell your cancelled package.
- (7) 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

- (8) 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 & Development Office.

### CANCELLATIONS AND CHANGES FOR NON-REFUNDABLE AMENDMENTS

- (9) 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.
- (10) 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 1: The package cost for two people is £5,000. 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 £2,000 for the flight and £300 administration charge. The Lead Booker has paid £7,000 and a £300 administration charge. 60 days before travel, the Lead Booker wishes to cancel the booking. The Lead Booker will receive £2,500 (being 50% of the package costs). We will retain £4,800 being 50% of the package costs, 100% of the non-refundable amendment and the £300 administration charge.*

Example 2: The package cost for two people is £5,000. The Lead Booker requests an amendment to the flights in the package. The Lead Booker is informed that the amendment does not require payment in full, however the package cost (and subsequent instalment payments) has increased by of £2,000, totalling £7,000. The Lead Booker pays the £300 administration charge. 60 days before travel, the Lead Booker wishes to cancel the booking. The Lead Booker will receive £3,500 (being 50% of the package costs). We will retain £3,800 being 50% of the package costs and the £300 administration charge.

- (11) 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**

- (12) If you have made a Group booking and wish to cancel part of the package for a Party Member 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 that Party Member. 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**

- (13) If you choose not to receive part of the services you have booked or you finish your stay or trip 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**

- (14) 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;
  - (c) if you are in serious breach of these Package Terms (for example the Ticket Terms and Conditions or Section 21 Customer Code of Conduct); or
  - (d) if the minimum number required for the booking 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 Email, along with the time limit for us to tell you if the booking has to be cancelled.

- (15) If we cancel your package (other than for non-payment of your package instalments or for a serious breach of these Package Terms, for example a breach of Section 21 - Customer Code of Conduct), 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.
- (16) 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:

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

- (17) 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 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.
- (5) Special requirements are not always possible, are subject to availability and may incur additional charges. If we reasonably feel unable to properly accommodate the special requirements of the person concerned, we reserve the right to inform you of this. You may be required to complete a questionnaire or provide further information promptly on our request.

**FOREIGN, COMMONWEALTH & DEVELOPMENT OFFICE (FCDO) TRAVEL ADVICE**

- (6) If you are travelling outside of Great Britain, we advise you to regularly check the FCDO travel advice before you depart. The FCDO 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**

- (7) 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>.
- (8) 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.
- (9) 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.
- (10) We do not accept any responsibility or liability if any Party Member cannot travel because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation).



- (11) 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 from date of issue, you should check with the Embassy of the country you are visiting.
- (12) Passport, visa and health requirements change on a regular basis and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through, and any requirements on your return to the UK.
- (13) 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 such requirements.

#### **ARRIVALS**

- (14) 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**

- (15) You must inform us of any children that are part of your Group. Each travel service provider operates different rules regarding children and you must ensure compliance with these rules.
- (16) 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.
- (17) 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**

- (18) 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.
- (19) 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 activities and costs of assistance (including repatriation) in the event of accident, injury, illness (including full Covid-19 cover) or death.
- (2) You promise and undertake on behalf of yourself and each Party Member 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 due to your (or each Party Member'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 travel package with us you agree to the indemnity detailed above and detailed during the booking process.
- (4) Generally, most insurance policies apply limits and exclusions based on the cost of the travel 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 travel 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**

#### **EVENTS**

- (1) If entry into one of our events (physical or virtual) is included in your Booking Confirmation Email we will confirm the details of your attendance and the event inclusions in your final itinerary or event documentation.

#### **TERMS RELATING TO ALL EVENTS**

- (2) We or our service providers may refuse entry or exercise the right of ejection if you or a Party Member are deemed to be behaving inappropriately (including but not limited to aggressive behaviour and drunken behaviour) and/or failing to follow instructions.
- (3) If we are prevented from holding the event for reasons outside of our control then no refund will be payable.
- (4) At our events we may be fortunate to gain privileged access to celebrities, coaches, athletes or players who we ask to speak openly and freely to provide you with an enhanced insight and experience. In order to provide an environment where our celebrities, coaches and players feel comfortable to speak freely, we ask you to refrain from recording (audio and/or visual) and/or publicly disseminating any part of our event. Still photography is permitted for physical events only.
- (5) The celebrities, coaches and players in attendance at an event are at our complete discretion and you acknowledge that those persons advertised as being in attendance at an event may change at short notice. In addition, the date, time and venue and/or virtual platform of an event may change due to reasons outside of our control. We will not be liable for the cost of any arrangements you have made which you no longer require.
- (6) Celebrities, coaches or players in attendance at the event have the freedom to express their own views and opinions. You acknowledge that the views and opinions expressed are not necessarily a representation of the views and opinions of us or our commercial partners.
- (7) We have no control over the language or experiences expressed by the celebrities, coaches or players in attendance at the event. Adult language may be used at our events which may not be suitable for children.
- (8) Photographers and film makers will be in attendance at the event and may capture your image. It is a condition of entry/ access into the event that you and your Group consent to use and publication of your image and likeness by us for any purpose we see fit (including marketing purposes).

#### **ADDITIONAL TERMS RELATING TO PHYSICAL EVENTS**

- (9) Your Group will be required to comply with the venue operator's terms of entry which will include policies on acceptable behaviour. If you are unable or choose not to attend the event there is no refund or cash alternative available. Your right to enter the event is not transferable and is at our discretion.
- (10) Transport to and from the event is your own responsibility and is not provided as part of any package unless otherwise stated in your Booking Confirmation Email and/or itinerary.
- (11) Where provided, food and drinks are allocated based on the number of attendees, however items may run out. Food and drinks may not be removed from our events.
- (12) Unless stated in your travel documentation, there is no reserved seating for you or your Group at our events and seats are given on a first come basis. Although we aim to ensure there is adequate seating, due to the nature of some events you may be required to stand. At the discretion of the organiser some seating may be reserved.

### **ADDITIONAL TERMS RELATING TO VIRTUAL EVENTS**

- (13) We will inform you by email as to how and when to access the virtual event and the hardware and software requirements in order to access the event.
- (14) It is your responsibility to ensure that you have adequate technology in order to access the virtual event and we will not be liable for any costs associated with doing so.
- (15) We may have to suspend the virtual event to deal with technical problems or make minor technical changes.

### **ENTRY INTO ATTRACTIONS**

- (16) 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.
- (17) Once tickets are sent to you these cannot be replaced if lost, stolen, damaged or defaced after delivery.
- (18) There are no cash refunds available if you do not use your admission tickets.

### **MERCHANDISE**

- (19) 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.
- (20) 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. Women may be given men's sizes if the equivalent women's size is unavailable.
- (21) 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.
- (22) You acknowledge that where merchandise is provided as part of your package, items provided in children's, men's and women's merchandise packs may differ.
- (23) 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/damage 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.
- (24) Where your Package includes merchandise, this will be posted to the address provided by you or your Group during the booking process. The timing of delivery of merchandise will be at our complete discretion.
- (25) 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.

### **OFFICIAL HOSPITALITY**

- (26) If we are able to offer official hospitality products to you as an addition or inclusion to your package, the official hospitality product will be subject to the official hospitality provider's terms and conditions, available on request, and may be subject to additional terms which we will provide to you.

### **EXCURSIONS**

- (27) Your Group will be required to comply with the excursion provider's terms & conditions in order to attend and participate in any excursions contained in your package. The Lead Booker is responsible for ensuring the Group are aware and comply with the terms & conditions of the excursion provider.
- (28) 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. If you book excursions independently, we are not responsible for the provision of the excursion or for anything that happens during the course of the provision of the services by the excursion operator.
- (29) Children and babies may not be permitted to attend excursions. If they are permitted:  
Child prices are not available unless stated in the excursion description/cost summary in which case the following age categories apply:

- (a) Child: 4-12 years old
- (b) Junior: 13-17 years old
- (c) Adult: 18+ years old

There will be no additional charge for a Baby provided they are seated on the lap of a parent/guardian. Please note that baby meals cannot be included and must be supplied by the parent/guardian. Please note that baby feed and change facilities may not be available.

- (30) There may be considerable walks, queuing, extended travel time, limited space and other practicalities associated with the nature of the excursion. If you have concerns as to whether this is suitable for any of your Group, please contact us.
- (31) If you choose to cancel an excursion or you fail to show up at the required time, there will be no refund or cash alternative available. This is because the excursion provider may charge us cancellation fees which we will not be able to recover.
- (32) All personal possessions (for example your mobile phone or camera) taken on excursions are at your own risk and we shall not be responsible if they are lost, stolen or damaged.
- (33) If you book your own excursions independently, either before you depart or whilst you are away we will have no responsibility to you for any such excursions and we do not accept any liability if things go wrong.
- (34) The excursion provider is responsible for delivery of all parts of the excursion (which may include transfers to and from the hotel – if applicable to the relevant excursion) and you should check what is included (for example meals may be extra). It is possible that the content, structure 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. In addition, inclement weather may also result in excursion itinerary changes or curtailment for which we shall not be responsible and no refunds will be paid.
- (35) A decision as to whether an excursion is going ahead (and in what format) is made at the excursion provider's sole discretion. If you decide not to participate in an excursion for reasons including but not limited to the weather, you will not receive a refund.
- (36) If any celebrities, coaches and players are participating in the excursion they are at our complete discretion and you acknowledge that those persons advertised as being in attendance on an excursion may change at short notice. In addition, the date, time and venue of an excursion may change due to reasons outside of our control. We will not be liable for the cost of any arrangements you have made which you no longer require.
- (37) If any celebrities, coaches and players are in attendance on the excursion they have the freedom to express their own views and opinions. You acknowledge that the views and opinions expressed are not necessarily a representation of the views and opinions of us or our commercial partners.
- (38) We do not discriminate between who is permitted on excursions but the excursion provider may require you to be of a certain age, health, height or weight for health and safety purposes. Our website should specify if any restrictions apply to an excursion and if you are in any doubt please contact us. If you ignore these requirements, you may be stopped from taking part in the excursion on the day by the excursion provider and may not receive a refund.
- (39) Unless explicitly stated in the description of the excursion or in your Confirmation Email, the excursion will not include travel to and from the excursion, food, beverages, clothing or any required equipment.
- (40) Where travel to and from the excursion is included as part of the excursion, pick up and drop off locations will be detailed in your final travel documentation and these will be non-changeable. If you are not at the scheduled departure point on time, the transport will depart without you.
- (41) Where food is included in your excursion we cannot always confirm the style of food that will be provided before the excursion. We are not liable for the excursion provider's ability to cater for specific dietary requirements.
- (42) Seating is allocated as one person per seat. Any accompanying hand luggage must be able to fit under the seat in front of you or in the overhead rack (if applicable).
- (43) You and your Group acknowledges that the excursion is supplied subject to the excursion provider's terms & conditions and other reasonable directions or instructions it may make from time to time to which you agree. The excursion provider's terms & conditions may be amended from time to time.
- (44) You agree not to cause a nuisance to the excursion provider or other participants on your excursion. If you cause damage or injury to any equipment or any other person whilst participating in the excursion you are fully responsible for any money

payable as a result. If we have to pay any damages or costs to an excursion provider as a result of you causing damage or injury, you agree to pay an equivalent amount to compensate us.

- (45) You agree to not consume any alcohol or hot food on the excursion transportation. No smoking, including e-cigarettes, is allowed on any excursion transportation we provide, even if the service provider permits it.
- (46) 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.
- (47) You must follow all reasonable instructions of the excursion provider. If in the reasonable opinion of the excursion provider your behaviour is disruptive, threatening or abusive, causes or likely to cause danger, and/or detrimental to or incompatible with the interests, comfort, well-being or harmony of the group and/or others the excursion provider may require you to withdraw from the excursion at any time. In the event of an early withdrawal from the excursion no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour.
- (48) Should you decide not to take part in the whole excursion or leave the excursion early you will not be entitled to a refund for any part that you have not experienced.
- (49) We may issue to you an excursion voucher which will be required to take part in the excursion. Once vouchers are provided to you these cannot be replaced if lost, stolen, damaged or defaced after delivery.
- (50) There are no cash refunds available if you do not use your excursion voucher.
- (51) You must not transfer, resell, offer, expose or make available any excursion you purchase from us.
- (52) You and all members of your party participating in or attending an excursion must be adequately insured. It is your responsibility to check whether the activities you will take part in as part of the excursion are included within your travel insurance policy cover.

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

- (53) 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. Any special dietary requests may incur additional charges.
- (54) 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) The package and accommodation rating does not have any correlation to the Ticket category included in your package.
- (2) 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
- (3) 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**

- (4) 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**

- (5) Your room type and configuration will be specified in your Booking Confirmation Email but you acknowledge that we or an accommodation provider can change this at our/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**

- (6) Your accommodation will be listed in your Booking Confirmation Email unless you have booked a package with unnamed accommodation, in which case your accommodation will be confirmed to you prior to departure.
- (7) 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, spa and pool access, parking, food or beverage (unless breakfast is included) or any other service charges. This means your Group must settle all bills for additional purchases before you leave.
- (8) 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.
- (9) 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.
- (10) You acknowledge that we have no control over the design, layout, floor allocation and views of the rooms provided as part of your package therefore we cannot guarantee any specific requests can be met.

### **CHECK-IN AND CHECK-OUT**

- (11) 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.
- (12) Individual check-in and check-out times will be confirmed in your final itinerary or supporting documents. Group check-in times may differ to individual check-in times and those displayed on the accommodation websites.
- (13) We cannot guarantee that all accommodation will be available to check into upon your arrival.

### **LOYALTY SCHEMES**

- (14) 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**

- (15) Breakfast (if provided) will be confirmed in your Booking Confirmation Email. The format, style and content of breakfast is at the accommodation providers' discretion, as such it may not be a traditional 'English breakfast'.
- (16) 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.
- (17) Breakfast may be served in a different room to the official breakfast room and the breakfast options may be different to other breakfast offerings at the hotel. Party Members may not be able to access the regular breakfast setting.

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

- (18) 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. Please note any special dietary requests may incur additional charges.
- (19) 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

- (20) 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*).
- (21) All children under 18 years of age staying at accommodation must be accompanied by an adult and must be supervised by an adult at all times.
- (22) Children under the age of 18 are required to be in the same room as their accompanying adult.
- (23) 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

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

### REFUSED ENTRY

- (25) 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 on the website 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 Email, 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 Email, 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 Package 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) 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.
- (8) 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*).
- (9) Physical tickets will not be issued.

### CONDITIONS OF CARRIAGE

- (10) 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

- (11) 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

- (12) 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

- (13) You will be responsible for the cost of transfers to and from your UK departure and arrival airports.
- (14) Subject to availability and payment of any additional cost, we may be able to offer regional departures.
- (15) If a chauffeur service has been provided by an airline as part of a flight purchased by you, you acknowledge that it does not form part of your package, we have no control over and are not liable for the service provided.

### 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 and this has been confirmed in your Booking Confirmation Email, 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.
- (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 flight.

### 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) 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 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 trip.

#### **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. 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 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 at the discretion and control of the airline 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, metros, trains, travel passes, special event and match day transfers, 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 fines or penalties and/or 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.

(9) We may issue you with either travel ticket, e-ticket, locator reference, pass or voucher to evidence an agreement to carry you on the relevant travels service, we call these travel vouchers (**Travel Voucher**). Travel Vouchers may;

(a) not be transferred or used by anyone else; and

(b) only be used on the journey and date set out on the Travel Voucher.

(10) Travel Vouchers that have been damaged, spoiled, defaced or otherwise tampered with will be invalidated and we and/or the travel service provider reserve the right to refuse carriage. Further, we will not be obliged to provide replacement

Travel Vouchers should they be lost or stolen. If you decide not to use the Travel Voucher, then you must inform us as soon as possible. We will not provide a refund for travel services that you and/or any Party Member choose not to use.

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

- (11) Please arrive at least 15 minutes before the scheduled departure times, unless alternative times are stipulated in your travel documentation, for your travel service on both the outbound and inbound journey sectors.
- (12) Our transportation providers will only pick up and drop off at the locations specified in your Booking Confirmation Email and/or final itinerary.
- (13) Seats are not reserved and as such you and your Group may not necessarily be sat together during your journey.
- (14) We are unable to delay departure times and will not be liable to you or a Party Member should you or a Party Member miss a departure time.
- (15) 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.
- (16) 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.
- (17) You acknowledge that events may run over the scheduled time and that we shall not be liable for any missed transport/connections.
- (18) 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. We cannot guarantee services and facilities at transport breaks and they may be limited.
- (19) 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**

- (20) Your luggage entitlement will be confirmed in your final itinerary or supporting documents.
- (21) 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.
- (22) We advise that you do not take any luggage or large bags with you to any stadiums. Each stadium provides different rules regarding bags and luggage allowed in the stadium. You should check with the stadium prior to taking any bags or luggage with you.

#### **MATCH DAY TRANSFERS**

- (23) Match day transfers are not included in your package unless specified in your Booking Confirmation Email. 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.
- (24) 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.
- (25) Match day transfers may be on public transport, or if private vehicles are used, they may be shared with other clients. If the transfer is exclusively private, this will be explicitly confirmed in your Booking Confirmation Email.
- (26) 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 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. We may require the travel card to be returned to us to obtain the refund.

#### **TRAVEL CARDS**

- (27) Match day travel cards are not included in your package unless specified in your Booking Confirmation Email. The form of match day travel to which your match day travel card relates will be specified in your final travel documentation.
- (28) All travel cards are supplied subject to the terms and conditions of carriage set by the travel service provider. By using your travel card you agree and accept these terms and conditions.
- (29) You are responsible for the safekeeping of your travel card(s) which cannot be replaced if lost, stolen or defaced. There is no cash alternative to a travel card and no refunds will be given for unused travel cards or where travel cards are not able to be used due to reasons outside of our control.
- (30) If your travel card is not working at a relevant transportation point (e.g. station), please speak to one of the transportation point representatives who will be able to assist. We will not provide reimbursement for the purchase of new travel cards.
- (31) If the match to which you are due to attend is cancelled and a match day travel card was provided as part of your package for the cancelled match, refunds will be made in accordance with the terms of the travel card provider. You will only receive a refund to the extent that we receive a refund from the travel card provider.

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

- (32) 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.
- (33) 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.
- (34) 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**

- (35) 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) As part of your package 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 Email. 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, the latest version can be found at *Appendix 1 – Ticket Terms & Conditions (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) If you are booking as a Group, 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 Email. 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, this includes electronic methods of distribution. 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 Email, if they are not, you will have the category of Ticket confirmed in the Booking Confirmation Email. You will only be able to enter with and use a wheelchair in the stadium if you have a wheelchair user ticket.
- (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 cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.
- (3) The Lead Booker and any adults or members of staff accompanying the Group shall, at all times ensure that:
  - (a) the Group reaches any departure points on time;
  - (b) all Party Members comply with any and all Covid-19 requirements during the trip;
  - (c) no Party Members smoke or vape in any smoke-free places or behave in any other way which may cause a fire hazard;
  - (d) the Group or any members of the Group comply with all relevant laws.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) You will be responsible for any damage or loss caused by you or any Party Member during your time away.
- (8) 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.
- (9) 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 or call our 24-hour customer service helpline 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) These Package Terms and the laws and applicable standards of the country in which any claim or complaint occurred will be used as the basis for reviewing your complaint.
- (3) If the services which the complaint is in relation to was provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.
- (4) 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 by email to the email address detailed in Section 19 or 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.
- (5) 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.
- (6) 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).

### OUR LIABILITY TO YOU

- (7) 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.
- (8) Nothing in these Package 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.
- (9) 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.

- (10) 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.
- (11) 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 excluding any amendment charges) in total. 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.
- (12) Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to:
  - (a) assign to us or our insurers any rights they may have to pursue any third party; and,
  - (b) must provide us and our insurers with all assistance we may reasonably require.
- (13) You can ask for copies of the travel service contractual terms, or the international conventions, from us.
- (14) Personal arrangements including any travel, accommodation, excursions or hospitality which have been arranged by you are at your own risk. We shall not be liable for any loss of enjoyment or wasted expenditure in respect of your personal arrangements.
- (15) Under EU law (Regulation 261/2004) and The Air Passenger Rights and Air Travel Organisers' Licencing (Amendment) (EU Exit) Regulations 2019 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 UK and 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*.
- (16) 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).
- (17) 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.

### UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (18) 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

- (19) 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 or caused by your negligence.
- (20) 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 Email 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 0333 103 6350. 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 trip, 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) 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 UK. It may also be processed by staff operating outside the UK 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 processor, 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.
- ### MEDIA
- (14) Where it is practical to do so, we will seek the consent of any Party Member who is prominently included in any photos or videos. Consent will not generally be sought from Party Members who only appear in the background and are not identifiable.

- (15) Unless you tell us otherwise, you consent to us using any photographs or video without charge (now and in the future).
- (16) No Party Members will be identified by name.
- (17) You are able to withdraw your consent to any future use of any photos or videos where a Party Member is identifiable by contacting us, via the details contained in Section 19 Contact, and providing notice which states that you are withdrawing your consent.

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## SECTION 18 - SUPPORT

### SUPPORT

- (1) Most of our accommodation is staffed by one of our representatives for a set period of time each day to support you as required, but we do not guarantee this will be the case.
- (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) If your tour is confirmed as "Escorted" this means that subject to minimum numbers being reached 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 checking into a new accommodation. It also means that our representatives will be available for a set period of time on days notified to you in advance in your accommodation to support you as required. We will also operate a 24-hour customer service helpline for the duration of your tour, the information of which will be provided to you in your event documentation before you travel.
- (5) Your tour group and any member of our staff assigned to your tour group may change throughout the duration of your tour.
- (6) We know you like to enjoy your own time as well as spending time with your fellow travellers. As such Escorted does not mean that we will supply a tour leader or that our representatives will be with you for every hour of every day or will accompany you on all of your activities or transportation.
- (7) 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.

### FLIGHT & TICKET PACKAGES

- (8) Our Flight & Ticket Packages include a return international flight as well as the tickets to the matches that form part of your package. These tours are designed to give you the flexibility to make your own plans. These are not Escorted or accompanied tours and do not include accommodation, any transfers or other travel, internal flights, luggage handling, fuel, parking, excursions, insurance, food or beverages. This is not an exhaustive list and if it is not listed in your Booking Confirmation Email then it is not included in the price you paid for your package. We will also operate a 24-hour customer service helpline for the duration of your tour.

### ENGLISH SPEAKING GUIDES AND TOUR LEADERS

- (9) 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 Rugby Travel of Carter Court, 8 Davy Way, Quedgeley, Gloucester, England, GL2 2DE. Our Company Number is 02616655.

### OUR EMAIL ADDRESS

[customerservices@englandrugbytravel.com](mailto:customerservices@englandrugbytravel.com).

### OUR PHONE NUMBER

0344 788 5005

### OUR WEBSITE

<https://rwc.englandrugbytravel.com/>

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## SECTION 20 – GENERAL

### PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

- (1) For more information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018: <https://www.englandrugbytravel.com/terms-and-conditions/>.

### NO PARTNERSHIP, AGENCY OR JOINT VENTURE

- (2) 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;
  - (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

- (3) 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

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

## WAIVER

- (5) 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

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

## INTELLECTUAL PROPERTY

- (7) All Trademarks are used under license by us. All such rights are reserved.
- (8) Nothing in these Package 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

- (9) This contract is made on the terms of these Package 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 Email</b>           | The email 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. |
| <b>Booking Request Acknowledgment Email</b> | The email sent by us to you confirming receipt of your booking request.  |
| <b>Entities</b>                             | The RFU, England Rugby Travel, Rugby World Cup Limited and Couleur SAS.  |
| <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 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>Package Terms</b>                        | These terms and conditions, of which form part of your contract with us.   |
| <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>Ticket Terms and Conditions</b>          | The terms and conditions issued by the Ticket issuer. <i>See Appendix 1.</i>   |
| <b>Tickets</b>                              | Official tickets allocated as part of your package, including e-tickets.   |
| <b>Trademarks</b>                           | The RFU, England Rugby Travel and Rugby World Cup Limited.   |

## APPENDIX 1 – TICKET TERMS & CONDITIONS

### SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE SALE OF “OFFICIAL TRAVEL” TICKETS VALID FOR ALL THE MATCHES OF RUGBY WORLD CUP 2023

#### 1. SCOPE AND ENFORCEABILITY OF THESE SPECIAL TERMS OF SALE (T&Cs)

These Special Terms and Conditions govern the sale of the tickets issued for the Rugby World Cup 2023 (the “**Tournament**”) that are acquired as part of a package that both grants their holders the right to watch one of the matches of the Tournament (a “**Match of the Tournament**”) and is bundled with inseparable travel and/or accommodation services (the “**Ticket**”).

The Tickets can only be bought from RUGBY HOSPITALITES ET VOYAGES (“**FRANCE 2023**”) or an official agent or other sales channel authorised by France 2023.

These T&Cs apply to any natural or legal person who acquires one or more Tickets from France 2023 or from any official agent (the “**BUYER**”), and to any BENEFICIARY (i.e. any person that benefits, in any way whatsoever, from a Ticket bought by the BUYER, each of whom being referred to as a “**HOLDER**”). FRANCE 2023 is entitled to modify these T&Cs from time to time, without notice. The version of the T&Cs that is applicable is the version accepted on the date on which the Ticket is bought.

The BUYER's placing of any order is confirmation of the BUYER's full acceptance of these T&Cs. The BUYER hereby stands surety for the BENEFICIARY's compliance with these T&Cs. The validation of the Ticket, and the HOLDER's entry into any ticketed area of a stadium, will be tantamount to the HOLDER's irrevocable acceptance of the terms and conditions which are applicable in all the stadiums in which Rugby World Cup 2023 matches will take place (the “**Stadium Rules and Regulations**”), which will be sent by e-mail to the BUYER, who must then send them to the BENEFICIARIES. The Stadium Rules and Regulations will also be displayed at the entrance to each stadium and are available to view on the Website of FRANCE 2023. Any HOLDER who does not comply with these Stadium Rules and Regulations may be denied access to the stadium or may be expelled from it without being entitled to claim a refund for their Ticket. These T&Cs will prevail over the provisions of the Stadium Rules and Regulations in case of any conflict.

Any terms that conflict with these T&Cs or the Stadium Rules and Regulations, such as any other contractual terms, are unenforceable against FRANCE 2023. No special terms and conditions will prevail over these T&Cs unless the parties expressly provide otherwise. These T&Cs will also prevail over the General Terms of Sale applicable to the Official Box Office of FRANCE 2023.

#### 2. PURCHASE AND DELIVERY OF THE TICKETS

##### 2.1. Purchasing terms

As stated in article 1, the Tickets may only be bought from FRANCE 2023 or from an official agent or a sales channel authorised by France 2023. FRANCE 2023 will be entitled to curtail or to extend the periods during which the Tickets are available for purchase, at any point in time, by any means and/or on any medium and via any intermediaries whatsoever.

FRANCE 2023 alone will decide through what channels the Tickets are distributed.

FRANCE 2023 will also be entitled to offer different terms of sale to certain BUYERS, such as priority buying rights for specific matches or stadiums.

Any Tickets that are obtained via a distribution channel other than those authorised by FRANCE 2023 will be null and void and may be cancelled without the HOLDER being entitled to any refund.

##### 2.2. Delivery of the Ticket

For environmental reasons, Tickets will be delivered primarily in the form of an electronic ticket (“**eTickets**”), although exceptions to this rule may be made. Mobile tickets (“**m-Tickets**”) may also be delivered.

These Tickets may be sent by e-mail or made available in a dedicated space of a website operated for the Tournament.

The e-Ticket must be printed out in portrait mode on blank sheets of white A4 paper without altering the size of the printout, using an inkjet or laser printer. No other medium (tablet, computer smartphone, mobile telephone, etc.) may be used to present the Tickets. Any Ticket that is only partly printed out, or is soiled, damaged or illegible, will not be considered as valid and may not therefore grant its HOLDER access to the stadium.

FRANCE 2023 is entitled to cancel, without notice and without any refund, any purchase of a Ticket that might involve a risk of fraud, such as in case of a fraudulent use of a payment card, or in case of a breach of the security of Rugby World Cup 2023.

##### 2.3. Terms of use of the Tickets

Each e-Ticket and each m-Ticket will only be valid for the match and match date stated on the Ticket, or in case of a postponement, on the date of the postponed match. Tickets are neither exchangeable nor refundable, and may not be resold on the official resale platform of FRANCE 2023 (the “**Official Resale Platform of France 2023**”), as mentioned in article 3.

Each Ticket will be registered and electronically delivered in the name of the BUYER, and where applicable, in the name of the BENEFICIARY.

In order to be able to enter the stadium, any HOLDER, even if they are under-age, must present their Ticket at one of the checkpoints implemented, together with an identity document in their name (national identity card or currently valid passport). In the absence of these credentials, entry to the stadium may be denied.

In the case of m-tickets, the HOLDER must carry a functional mobile terminal (such as a smartphone) that enables the reading of the bar code or QR code of the m-ticket on its screen.

FRANCE 2023 and Rugby World Cup Limited (“**RWCL**”) disclaim liability in case of loss or theft of the mobile terminal on which the m-ticket is stored, or in case of a malfunction of the mobile terminal (due for instance to a discharged battery, not being able to display or retrieve the m-ticket, a breakdown or technical malfunction of the mobile terminal, not being able to connect to the Internet). If need be, the HOLDER of an m-ticket may make contact with the customer service officers at the stadium, to have their ticket printed on a physical medium.

France 2023, RWCL and any official agent involved hereby disclaim liability for loss or theft of the HOLDERS' Tickets.

Any exit from the stadium will be final. The HOLDER will not be permitted to re-enter the stadium.

##### 2.4. Customer service

The HOLDERS should get in touch directly with the official agent from which the Ticket was bought.

Any queries concerning Tickets should be addressed to the Customer Service unit of FRANCE 2023, which may be contacted using an online form available at ( <https://tickets.rugbyworldcup.com/fr/contactez-nous> ) or by e-mail at the following address: [contact@france2023.rugby](mailto:contact@france2023.rugby)

#### 3. PROHIBITION AGAINST THE RESALE OF TICKETS / RESALE PLATFORM

It is strictly forbidden to sell, transfer or offer to sell or transfer (for example on websites, in the immediate surroundings of the stadium or within the stadium precincts), in any way or form, whether free of charge or in return for consideration, any Tickets which is only for the use of the BUYER or their BENEFICIARY, without first securing the express consent of FRANCE 2023.

A Ticket may not be separated from the travel services that are included in the package.

BUYERS or BENEFICIARIES may not therefore use the Official Resale Platform.

In any event, the BUYER undertakes to comply with the T&Cs and the Stadium Rules and Regulations and hereby guarantees that any HOLDER will consent to the T&Cs and the Stadium Rules and Regulations and will comply fully with them.

In order to avoid black market sales, FRANCE 2023 is entitled to rescind, without notice and without any formalities, any order for Ticket(s) that are subsequently resold or transferred without the express consent of FRANCE 2023. If this happens the order will be cancelled, the HOLDER will be denied entry to the stadium, and civil or criminal action may also be taken against them. The price of the Ticket(s) will not be refunded.

Please note, in this respect, that article L. 313-6-2 of the French Criminal Code provides as follows: *"the sale, the act of offering for sale or displaying with a view to a sale or transfer, or the provision of the means required to sell or transfer tickets to a sports, cultural or commercial event or to a live performance, on a regular basis, without the authorisation of the producer, the organiser or the owner of the rights to the event or performance in question, will be punishable by a fine of € 15,000. This will be increased to a fine of € 30,000 in case of repeat offending."*

#### 4. RESPONSIBILITY OF THE HOLDERS

The HOLDERS are responsible for their Tickets. Tickets will not be refunded or exchanged (including in case of loss, theft or destruction) and no duplicate will be issued.

#### 5. ACCESS TO THE STADIUM

Only persons who are in possession of a Ticket (including children) may access the stadium. Any person who is not in possession of a Ticket may be expelled from the stadium. HOLDERS must keep their Tickets in their possession at all times. Any exit from the stadium will be considered as final. The HOLDERS undertake to comply with the safety measures implemented by FRANCE 2023 in its T&Cs, as well as with the Stadium Rules and Regulations where the match is taking place. Any breach of these measures may lead to the expulsion and prosecution of the HOLDER and in this case, they will not receive a refund for their Tickets.

Access to the stadium will be prohibited to minors aged under 16 unless accompanied by an adult. FRANCE 2023 advises parents against taking children aged under 3 years old to the stadiums.

FRANCE 2023 reserves the right to request that upon entering the stadiums, holders of Tickets earmarked for wheelchair users and people with additional accessibility requirements, provide evidence that they meet the requisite criteria to use this kind of Ticket.

For reasons of safety (such as to prevent terrorism) and public health (such as to take protective measures against an epidemic like Covid-19), FRANCE 2023 may take exceptional measures that might slow down access to the precincts of the stadium, which BUYERS and BENEFICIARIES acknowledge and consent to. Access to the stadium may be restricted to carriers of the documents required by the public health authorities on the date of the event (such as a health pass or a vaccine passport).

Anyone showing clear signs of intoxication or of being under the influence of drugs will be denied access to the stadiums.

Any person entering the stadium may be made to undergo a pat-down body search and may be requested to show the objects that they are carrying. These pat-down body searches may be carried out by any agent of the organiser of the event who is approved by the regional licensing board (*"commission régionale ou interrégionale d'agrément et de contrôle"*), in accordance with the prevailing and applicable legal and regulatory provisions. Anyone who refuses to submit to these checks or to follow the instructions issued by the personnel in charge of ensuring the application of these measures will be denied entry to the stadium and will not receive a refund of the price of their Ticket.

The HOLDERS are advised to regularly consult the Website and the Stadium Rules and Regulations, in order to best prepare their visit to the stadiums.

#### 6. SAFETY RULES IN THE STADIUMS

A person carrying objects featured in any list of objects prohibited by law (such as the provisions of article L. 332-8 of the French Sport Code and article 132-75 of the French Criminal Code) or by the Stadium Rules and Regulations may be denied access to the stadium or ejected from the stadium, and the price of their Ticket will not be refunded. The HOLDER undertakes to comply with the law and with the rules applicable to safety within sports venues.

If a HOLDER fails to comply with the rules governing prohibited behaviours and prohibited objects that are defined below, they may be denied access to the stadium, and the price of their Ticket will not be refunded.

Please note in this respect that article L. 332-1 of the French Sport Code provides as follows: *"in order to ensure the security of sports events, the organisers of these events may refuse to issue or may cancel the issuing of tickets to these events or deny access to them to any persons who have violated or who violate the provisions of the general terms of sale or of the internal rules that relate to the security of these events. To that end, the organisers may automatically process personal data pertaining to any of the violations mentioned in the penultimate section of this article, in keeping with terms laid down by a circular issued by the French Conseil d'Etat acting pursuant to a duly justified opinion issued and published by the French data protection authority, the CNIL..."*

HOLDERS are barred from accessing the precincts of a stadium while in possession of the following elements:

- Propaganda material of a racist or xenophobic nature, or constituting an incitement to violence. This also applies to the wearing of clothing or insignia of a racist or xenophobic nature, or constituting an incitement to violence. FRANCE 2023 rejects any group that encourages any form of violence and that displays symbols that might incite others to engage in this kind of behaviour.
- Any advertising, commercial, political or religious elements whatsoever, such as banners, boards, symbols or fliers.
- Any weapons, such as knives, sharp objects, bars, firearms, or any dangerous object, including umbrellas.
- Laser pointers.
- Aerosol sprays, corrosive substances and colorants.
- Glass objects, any kind of bottle, bowl, can or receptacle made out of a material that is fragile, particularly hard or that poses a risk of bursting, as per the definitions of such items in the prevailing and applicable laws, as well as any object weighing more than 500 grams or any receptacle with a volume greater than 500 ml. Smaller receptacle may be authorised but their caps must be removed. • Large sized objects, such as step ladders, stools, chairs, cardboard boxes or suitcases (no safety deposit facilities will be provided).
- Any torches, rockets, fireworks, smoke bombs or any other pyrotechnic device.
- Alcoholic drinks or any type of recreational drug.
- Animals (with the exception of guide dogs).
- Helmets of any kind, electric vehicle batteries, prams.
- Wireless devices that emit radio waves (such as cell phone signal jammers, radio scanners and walkie talkies, wi-fi routers (wireless local networking devices)), with the exception of personal mobile phones and wireless receivers (such as radios).
- Noisy mechanical devices, such as megaphones and horns operated using compressed air.
- Drones.
- Selfie sticks, cameras and video cameras for commercial purposes.
- Objects that might compromise or disrupt the experience and enjoyment of the other spectators, such as large flags, oversized hats, large umbrellas, whistles, vuvuzelas, musical instruments, horns, etc.
- Any object that FRANCE 2023 considers to be dangerous, noxious and/or illegal, or that may be used as a weapon or a projectile or that might compromise or interfere in any other way with the safety of any person or the security of the venue.

Only hollow, flexible plastic poles with a maximum length of 70cm may be brought into the stadium without prior authorisation.

Similarly, it is forbidden:

- to scale or cross any fences, barriers or other elements designed to contain or segregate the audience;
- to engage in races, stampedes or slides;
- to enter onto the playing field or enter any other unauthorised area of the stadium;
- to sell or to hand over, on the precincts of the stadium or in its immediate surroundings, any promotional or commercial item or object without the prior authorisation of FRANCE 2023. FRANCE 2023 is entitled to ask the HOLDER to produce a copy of this authorisation upon entering the stadium or at any point in time during their presence in the stadium;
- to bring and/or to keep the balls used in Rugby World Cup 2023 matches

HOLDERS must at all times follow the instructions issued by the police, the members of the security detail, the fire brigade, the stewards, the medical personnel, or announced over the stadium's tannoy system. For reasons of safety and security, HOLDERS must be prepared to change seats if the police, members of the private security detail or stewards order them to do so, even if they are asked to relocate to seats outside the zone that is in principle earmarked for them.

FRANCE 2023 is entitled to deny access to the stadium to any person whose clothing or behaviour might jeopardise the progress of the match. Respect for one another and fair-play are key values. Therefore, HOLDERS undertake in particular not to engage in any behaviour that might cause harm to other persons, to the event or to FRANCE 2023.

It is forbidden to jeopardise the progress of the match by holding an unauthorised event or demonstration within the stadium or nearby, whether the event or demonstration in question be of a commercial nature (including any "ambush marketing"), or of a militant or personal nature.

It is forbidden to conduct any sales activity whatsoever, to offer free of charge or in return for consideration, to sell or to hold items with the intention of selling them (such as, but not limited to, drinks, food, souvenirs, clothes, promotional and/or commercial items, printed materials), without the prior written authorisation of FRANCE 2023 and/or RWCL.

For safety and security reasons, parents are advised not to hold young children on their lap.

Spectators must at all times comply with the Stadium Rules and Regulations, which are available to view on the Website.

## 7. IMAGE RIGHTS

Any HOLDER authorises FRANCE 2023 and the operator of the stadium, free of charge, to record and to use images in which they appear, by any means of acquisition (photography, video, etc.) during the matches, on all media (without limitation in terms of quantity) and via any means of publication or broadcasting, worldwide and for the entire duration of the protection of the rights over same, with permission to assign these rights, for commercial or promotional purposes and/or for the purposes of showing the Rugby World Cup 2023 matches, the stadium and/or FRANCE 2023, and as part of the transmission of these matches by any medium whether current or future. FRANCE 2023 and RWCL are entitled to assign these rights freely to any third party of its choosing.

Any photographs taken or other recordings of sounds or images made by a HOLDER in a stadium may be used only for private and personal, non-commercial and non-promotional purposes. Apart from private and personal, non-commercial and non-promotional purposes, i.e. to the exclusion of any commercial purposes, the HOLDER must not publish or broadcast at any time, over the Internet, on radio, on television and/or on any other form or type of media, whether current or future, any sound, image, description or result and/or statistics of a match (whether wholly or partly), including any content of this kind created, recorded or captured as a still or moving image by mobile phones or by any other form of wireless and/or portable terminal, nor aid or abet any other person in engaging in such activities.

## 8. SPORTS BETTING

In order to circumvent the risk of fraud in sports, it is forbidden to bet in any way whatsoever (electronically or otherwise) within the precincts of the stadium, on any elements, results or events linked to the sports event, or to use any means of communication (electronic or otherwise) to gather sports-related data intended for betting purposes. In the event of a violation of this prohibition, all requisite measures will be taken, ranging up to expulsion of the person involved from the stadium.

## 9. PROMOTIONAL AND COMMERCIAL ACTIVITIES

It is forbidden to use any Ticket as a means of promotional and/or commercial activities, such as (i) as a prize in any competition, charity sale, auction, competition, game, lottery, internal simulation operations and any similar activities, and/or (ii) as an element of a sale linked to the provision of any services or the sale of any goods by the BUYER, a BENEFICIARY or a third party, without first securing the express approval of FRANCE 2023.

FRANCE 2023 are entitled to bring any civil or criminal action that it will see fit in case of a violation of these provisions.

## 10. VIDEO SURVEILLANCE

The HOLDER is informed that, for their safety and security, the stadium is equipped with a CCTV system that is monitored by French officers of the *Police Judiciaire* and whose images may be used in case of legal action or prosecution. Data subjects have a right to access the recordings throughout the timescale of retention of the images in accordance with the provisions of article L. 253-5 of the French Homeland Security Code. This right may be exercised by writing to the operations manager of the stadium involved or to the French Data Protection Authority (CNIL) at the following address: CNIL – 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

## 11. DATA PROTECTION LAW

FRANCE 2023 undertakes to process and to store any personal data that is entrusted to it in keeping with the provisions of the French data protection law no. 78-10 of 6 January 1978, subsequently modified by the French law no. 2018-493 of 20 June 2018, as well as the European General Data Protection Regulation no. 2016/679 (the "GDPR"), solely for the purposes of the organisation and the management of the matches that it organises and to keep BUYERS informed about the latest news of FRANCE 2023 and grant them priority access to goods and services linked to its activities. The HOLDERS are informed that they have rights of access, rectification, limitation, portability and erasure over this information in accordance with the French law no. 78-17 of 6 January 1978 and the GDPR (as mentioned above). Any person whose personal data is gathered also has the right to challenge, on legitimate grounds, the processing of their data, and the right to determine the fate of their data after their death. These rights may be exercised at any time by sending a request by post to the following address:

FRANCE 2023 – 5 avenue du Coq, 75009 Paris, France.

FRANCE 2023 undertakes to deal with this request within a timescale of one month following its receipt.

If a HOLDER believes, after contacting FRANCE 2023, that their data protection rights have not been complied with, they may send a complaint to the CNIL

For more information concerning the processing of personal data, please consult our confidentiality policy, which is accessible at the following address:

[https://tickets.rugbyworldcup.com/fr/politique\\_de\\_confidentialite](https://tickets.rugbyworldcup.com/fr/politique_de_confidentialite)

## 12. LIABILITY OF FRANCE 2023

Insofar as this is permitted by law, FRANCE 2023, RWCL and any official agent involved disclaim liability for any damage and/or incidents beyond their control that occur during the event. If FRANCE 2023 and/or the official agent involved are held liable for such an incident, FRANCE 2023 and the official agent undertake to refund the price of the Tickets that the BUYER paid to FRANCE 2023, subject to the applicable rules and regulations.

FRANCE 2023 will not be held liable in case of non-performance, late performance or partial performance of its obligations due to circumstances of force majeure, as defined by article 1218 of the French Civil Code, that results: (i) in the outright cancellation, the partial cancellation or the deferral of Rugby World Cup 2023, or (ii) the holding of Rugby World Cup 2023 behind closed doors or with a limited audience, compelling it as a result to cancel all or part of the Tickets ordered for Rugby World Cup 2023. If RWCL decides to hold a match behind closed doors, the HOLDER will be denied access to the stadium. For the avoidance of doubt, the following will be considered as constituting force majeure: epidemics and pandemics (including Covid-19), and all decisions taken by government, administrative or judicial authorities to deal with same that are binding upon FRANCE 2023 and that have an impact on the organisation of Rugby World Cup 2023.

Within the same limitations, the HOLDER waives and undertakes to ensure that its insurers waive any direct or subrogation actions against FRANCE 2023 and its insurers in connection with the events that are described above, and by extension, in case of force majeure.

Any ancillary bookings, including travel arrangements, accommodation, purchases, rentals, or in general any services that are booked by the HOLDERS in connection with their attendance at the match, will be at their own expense and risk.

The HOLDER will be responsible for any personal property that they bring into the stadiums, FRANCE 2023 and the official agent disclaim liability in case of loss, theft or damage to the personal property of the HOLDER.

The teams that are due to play in the matches, the compositions of the teams, the venues, the dates and times of the events may be modified at any time by decisions taken by the Rugby authorities and/or any administrative authority. Neither FRANCE 2023 nor the entities to which it delegates the provision of services as part of the organisation of the matches will incur any liability as a result.

Any persons that the BUYER brings into a stadium remains under the full responsibility of the BUYER.

The BUYER agrees to ensure the BENEFICIARY or BENEFICIARIES' full compliance with these T&Cs and with the Stadium Rules and Regulations and undertakes to disclose to them the texts of these provisions, or the web links giving access to same. The BUYER acknowledges and agrees that the Tickets that are allocated to them might be for seats that are not located side by side or even near one another.

Any personal arrangements made by a HOLDER in connection with his or her attendance at a match, including travel, accommodation or hospitality bookings, are at the HOLDER's sole risk, and France 2023 and/or RWCL or the official agent involved hereby disclaim liability for same.

## 13. CANCELLATION AND REFUND TERMS

### 13.1. Scope of the validity of the Ticket

FRANCE 2023 does not guarantee that the match for which the Ticket is sold will be held on the date, at the time and at the venue stated on the Ticket.

FRANCE 2023 and RWCL will be entitled to make changes to the time, the date, the duration or the venue of any match, or to any other detail of relevance to any Ticket, in case of unforeseen circumstances, such as force majeure, safety or security issues or decisions taken by any authorised person or by any authority that has jurisdiction to do so.

In case of such a change, FRANCE 2023, RWCL and any official agent involved will not be liable to the BUYER of the Tickets, or to any other person, for the costs, expenses or losses arising from this change, save as per the terms that are set out in the following paragraphs.

As soon as possible after the decision to delay, postpone, reschedule or cancel a match, all the information available will be uploaded to the Website and brought to the attention of the BUYER by any available means. Please note that it is also the HOLDER's responsibility to ascertain whether the match has been delayed, postponed, rescheduled or cancelled, whatever its date, time or place.

In accordance with the provisions of articles L. 332-15 and L. 332-16 of the French Sport Code, FRANCE 2023 will cancel any Ticket(s), and will expel a HOLDER from the stadium, where applicable, as soon as it is informed about a measure decreed by a government body or a court banning the HOLDER in question from entering any stadium.

If a BUYER, BENEFICIARY or a HOLDER commits a violation of these T&Cs or of the Stadium Rules and Regulations, or any fraud or attempted fraud that is detected in the stadium or at the security checkpoints, or any violation of the safety and security regulations that are applicable in sports venues, this will result in the cancellation of the Ticket and the expulsion of the HOLDER from the stadium, if FRANCE 2023 considers this appropriate.

### 13.2. Delay

In case of a delay (such as if the starting whistle is delayed for any reason whatsoever on the day of the match, whatever the duration of the delay, or the match's start time is deferred, whatever the new arrangements, but not the date), FRANCE 2023 will not have any obligation to refund to the BUYER any part of the price of the Ticket(s), nor to pay the BUYER any compensation for the delay or for any consequences that this delay might have for the BUYER, the HOLDER and/or any third parties.

### 13.3. Interruption

In the event of a definitive interruption of the match after it has begun, FRANCE 2023 will not have any obligation to refund to the BUYER any part of the price of the Ticket(s) nor to pay them any compensation for the subsequent deferral of the match or for any consequences that this might have for the BUYER, the HOLDER and/or any third parties.

### 13.4. Postponement

If a match is interrupted in accordance with the terms of article 13.3 or rescheduled for another date:

- a) if the match is postponed to a different date at the same venue as initially planned: the HOLDER of the Tickets may use the original Ticket(s) to watch the rescheduled match.
- b) if the match is postponed to a different date at another venue, FRANCE 2023 will do everything in its power for the match to take place in a stadium of equal or greater capacity. FRANCE 2023 will then issue to the HOLDER of the Ticket(s), Ticket(s) of the same category or of a higher category for the deferred match. If the rescheduled match is held in a stadium with insufficient capacity, the Ticket(s) will be refunded as soon as possible to the BUYER.

### 13.5. Matches played behind closed doors or with limited capacity

If a match is played behind closed doors or with a limited audience pursuant to a decision taken by FRANCE 2023 and RWCL, whatever the reason for this, the HOLDER's Ticket may be refunded provided that the BUYER requests this within fifteen working days following the originally planned date of the match. The refund will be issued to the BUYER within two months following this date.

### 13.6. Cancellation

If a match is cancelled outright, the HOLDER's Ticket will be refunded provided that the BUYER requests this within forty-five working days following the originally scheduled date of the final Rugby World Cup 2023 match. In case of outright cancellation of Rugby World Cup 2023 as a whole, the Ticket will be refunded provided that the BUYER requests this within forty-five working days following the date on which the cancellation of Rugby World Cup 2023 was made public and brought to the BUYER's attention. The refund will be issued to the BUYER within two months following that date.

## 14. CLAIMS

Any claim regarding billing will only be considered if it is raised within forty-five working days following the scheduled date of the final match of the Tournament. The BUYER may contact the Customer Service unit of FRANCE 2023 or of the official agent, where applicable, if they have any questions or issues.

If any provisions of these T&Cs are deemed inapplicable, for any reason, by a court or an authority that has jurisdiction, the other remaining provisions will remain fully in force, in accordance with the intention of the parties.

The French version of these T&Cs is the only authentic and authoritative version.

They are accessible at the following URL: <https://travel2023.rugbyworldcup.com>

## 15. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These T&Cs are governed by and interpreted in accordance with French law.

Any dispute in connection with the purchase or the use of a Ticket must be brought to the attention of COULEUR by means of a letter sent by registered post to the following address: 2, place Camille Georges, 69002 Lyon, France.

In accordance with article L. 612-1 of the French Consumer Code, in case of a dispute, the BUYER may resort, free of charge, to the mediation service of AME Conso, which FRANCE 2023 is registered with, in a bid to reach an amicable settlement:

- via the Internet at the following URL: <https://www.mediationconso-ame.com/demande-demeditation-ame.html>
- or by post: AME Conso, 11 place Dauphine, 75001 Paris, France.

Any dispute arising from the application or the interpretation of these T&Cs, and in general, any dispute in connection with the purchase or the use of the Tickets, must be brought before the French courts.

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## APPENDIX 2 - MOTOR HOME TERMS

### 1. MOTOR HOMES – IMPORTANT INFORMATION

- 1.1. If you have requested a Motor Home rental as part of your package the providers' terms will apply to you and by making a booking request, you agree to be bound by these terms which will be made available to you at the time of your booking request (if they are available).
- 1.2. You are fully responsible for the use of and any damage to the Motor Home during your rental. The cost of repairing any such damage will be charged to you.
- 1.3. If any additional charges are levied on us by our Motor Home supplier as a result of your rental you agree to pay us in full for such additional charges on demand.
- 1.4. You acknowledge and agree that:
  - a) our suppliers impose restrictions on who can drive their Motor Homes and where they can be driven and you agree that you will comply with these restrictions;
  - b) no motorised vehicle is 100% reliable and as such we are not liable for any loss or delay you suffer should your Motor Home break down;
  - c) the size and specification of the Motor Home you have requested to rent is suitable for your needs;
  - d) it is your responsibility to check that your travel insurance cover is suitable for your needs and covers your Motor Home rental and trip;
  - e) you and every person you wish to drive the Motor Home must be 21 or over and will be required to present a full valid driving licence at pick up;
  - f) you will be required to pay for all products, services and charges connected with your Motor Home rental including, changes to the drop off location, gas, fuel, camping and parking fees, fines, toll roads, ferry crossing charges, WC disposal, additional furniture, food and beverage and any other product or service not included in your Booking Confirmation Email;
  - g) you will be required to return the Motor Home to the Motor Home supplier's branch location in a clean and tidy state, with full fuel and gas tanks as well as an empty W.C. If you don't do this additional charges may be payable by you; and
  - h) valuables are kept in your Motor Home at your own risk.
- 1.5. The supplier of your Motor Home may provide liability insurance to cover damage to the vehicle or third party property. If you have chosen to increase your excess on this insurance cover you acknowledge that you are responsible for paying for any damage to the Motor Home or any third party regardless of fault up to this excess amount and that the excess amount will be taken as a security deposit on pick up.
- 1.6. You acknowledge and understand that all insurance and liability cover on Motor Home rentals provided by the supplier will be made void, and you will be become fully liable for any damage to the Motor Home or a third party, if you:
  - a) exceed the recommended load and/or passenger numbers as stated in the vehicle manual;
  - b) use the vehicle for transporting and haulage of goods or any other business purpose;
  - c) drive through any creek, river crossing or flooded areas;
  - d) drive on the beach or on any unsealed road;
  - e) cause damage by your or your group's wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle);
  - f) drive while under the influence of alcohol or drugs or are otherwise unfit to drive;
  - g) use the incorrect type of fuel;
  - h) cause the Motor Home to become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;

- i) have lost the keys or locked the keys in the Motor Home; or
- j) allow drivers not identified on the rental agreement and/or drivers whose licence has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence to drive or otherwise operate the Motor Home.

### 2. P&O FERRY'S

- 2.1 If you have requested a ferry journey as part of your package the providers' terms will apply to you and by making a booking request, you agree to be bound by these terms <https://www.poferrys.com/en/terms-and-conditions>.
- 2.2 The provider's conditions of carriage 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 ferry.
- 2.3 We shall not be responsible to you for any breaches of the conditions of carriage and any subsequent refusal of the ferry provider to transport you or any Party Member.
- 2.4 The ferry providers privacy policy (<https://www.poferrys.com/en/terms-and-conditions/privacy-policy>) explains how your personal data will be handled by the ferry provider.
- 2.5 Space is only guaranteed on the booked sailing. The ferry provider reserves the right to apply additional charges at the port if you fail to check-in for your booked sailing. Space on an alternative sailing is subject to availability at time of check-in.
- 2.6 Ferry tickets cannot be used for vehicles carrying more than 9 passengers including the driver, nor can tickets be used for vehicles designed for commercial use.