

FLIGHT ONLY TERMS & CONDITIONS

VERSION: 03 MARCH 2023

INTRODUCTION

Please read this document carefully as it sets out the terms of our relationship with you. All of our Flight Only Terms & Conditions (**Flight 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 booking, the cancellation charges set out in these Flight 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. 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 services you purchase from us.

We are a Member of ABTA, membership number V4759.

Your booking does not constitute a "package" as defined by the Package Travel and Linked Travel Arrangements Regulations 2018 and therefore in relation to your booking you will not be entitled to any of the rights afforded by the Package Travel and Linked Travel Arrangements Regulations.

SPECIAL TERMS

These special terms are specific to the England Rugby Travel flight only offering.

COVID-19 AND OTHER COMMUNICABLE DISEASES

- (1) The Entities cannot prevent any Party Members from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending any England Rugby Travel event. 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 flights 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.
- (2) The total price does not include any additional COVID-19 related checks or compliance with additional requirements when using services forming part of your flights or upon entry into or exit from countries. You will need to pay for these yourself and we do not provide any assistance.

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SECTION 1 – HOW TO MAKE YOUR BOOKING

YOUR 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 making 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 14 - 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 is subject to availability and at our sole discretion.

CHECKING YOUR BOOKING CONFIRMATION EMAIL

(5) It is your responsibility to check the information 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. 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 booking as incorrectly listed in your Booking Confirmation Email;
- (b) accepting the correction to the Booking Confirmation Email; or
- (c) cancelling your booking 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 booking 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 in full at the time your booking request is made (unless otherwise stated) which we hold until your request is confirmed (please see *Section 3*). 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.

SECTION 2 – YOUR BOOKING

THE LEAD BOOKER

- (1) You (as the **Lead Booker**) must accept the Flight 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 Flight Terms on behalf of your travelling party (**Group**). You are responsible for ensuring all of your Group comply with the Flight Terms.
- (2) The booking contract is made up of these Flight 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.

IF THE LEAD BOOKER IS NOT USING THE FLIGHT

- (3) 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 booking contract will remain with the Lead Booker.
- (4) When the Group is using the flight, the Lead Party Member will be the main contact for the Group and will receive all travel information.

STATUS

- (5) Your booking request is for the flights you have selected. We call this your "booking" and will confirm these details to you in writing in a Booking Confirmation Email when your booking request is accepted.
- (6) The content, duration and particulars of a booking 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 booking has changed prior to making your booking request.

THE TERMS & CONDITIONS OF YOUR BOOKING

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

TRAVELLING WITH CHILDREN

- (8) Children under the age of 18 will be refused travel unless each child is accompanied by a parent 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

- (9) Your booking 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 booking 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.
- (10) 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 booking 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

- (11) Your booking 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 booking, or any part of it to another person, company or organisation. If you breach this obligation 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 booking.

SECTION 3 – PAYMENT

PAYMENT OF YOUR BOOKING

- (1) The price of your booking must be paid in full or the instalments detailed in your booking request form.
- (2) We will invoice you for the total amount of your booking with your Booking Confirmation Email.

NON-REFUNDABLE

- (3) When you make payment of your booking you may be committing to the full amount of the booking and your payment may be non-refundable. Please refer to your booking request form.

PAYMENT METHODS

- (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) You must pay us in Pound Sterling unless otherwise stated. You will be responsible for paying all bank and foreign exchange charges as applicable.

LATE AND NON-PAYMENT

- (6) In the event you are not required to make payment at the time of your booking request, should you fail to make payment 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.
- (7) 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 and resell the flights to a third party without liability to you.

PRICING

- (8) We reserve the right to alter the flight prices.
- (9) You will be advised of the current price of the flights 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

- (10) Your Booking Confirmation Email will specify what is included in the price of your booking.
- (11) The following are not included in any booking price unless specified and you should budget for these expenses accordingly: transport to and from your flights, insurance, car parking, gratuities, internet access, 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 booking.

WHO IS RESPONSIBLE FOR PAYMENT?

- (12) The Lead Booker is responsible and liable for payment for all Party Members.
- (13) 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

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

ADDITIONAL NON-REFUNDABLE DEPOSITS

- (15) 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*).
- (16) If required, we will write to you to confirm when and how you will have to pay an additional payment.
- (17) 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.

SECTION 4 – CHARGES

CHARGES

- (1) The total price of the booking is inclusive of taxes (except as set out in these Flight 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.

CHARGES TABLE

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

<i>Amendment</i>	<i>Charge</i>
<i>Any changes to booking</i>	<i>£25 per Party Member per change</i>

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

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 arrangements cannot be changed after a reservation has been made. Any amendment to those arrangements could incur a cancellation charge of up to 100%.
- (6) In addition to our charges (see *Section 4 – Charges*), suppliers may charge us for making your amendments. If they do, we will pass these charges on to you.
- (7) Amendments to products and services that do not form part of your booking will be subject to the terms and conditions applicable to those products and services.

IF WE CHANGE YOUR BOOKING

- (8) We make arrangements for your booking 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.

SECTION 6 – CANCELLATION

IF YOU CANCEL YOUR BOOKING

- (1) You may cancel your booking at any time prior to the start of the booking, you may be subject to a 100% cancellation charge. Please check your booking request form for relevant cancellation terms.
- (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) The cancellation charges or retention 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.

- (4) 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 booking 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 booking. If you have cancelled your booking and you are owed a refund, you will receive this as soon as is reasonably practical after the date we confirm the cancellation.

CANCELLATIONS FOR NON-REFUNDABLE AMENDMENTS

- (5) When you opt for upgrades, make bespoke 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 booking 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.
- (6) If you are required to pay for any amendment to your booking and we require payment for that amendment in full at the time of amendment, that payment will be a non-refundable deposit for that amendment.

CANCELLATION OF A PARTY MEMBER ONLY

- (7) If you have made a Group booking and wish to cancel part of the booking for a Party Member within your Group but the remainder of the Group still intends to use the flights, then unless stated otherwise in the booking request form, the 100% cancellation charge will apply in relation to the cancelling Party Member.

NON-USE OF SERVICES

- (8) If you choose not to receive all or part of the booking you will not be entitled to a refund for the products and services that you do not utilise.

IF WE CANCEL YOUR BOOKING

- (9) We reserve the right to cancel your booking. We will not cancel your flights, except:

- (a) for unavoidable and extraordinary circumstances;
- (b)) the Flights are no longer operating;
- (c) for failure by you to pay any sums when due; or
- (d) if you are in serious breach of these Flight Terms.

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.

- (10) If we cancel your booking (other than for non-payment of your booking instalments or for a serious breach of these Flight Terms), you can accept an offer of an alternative booking 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.
- (11) If we cancel your booking because you are in serious breach of these Flight Terms (for example Section 16 – 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, have reduced mobility or have a medical condition that might affect your ability to use the flights.
- (2) Please contact us to discuss your requirements if you believe any Party Member has any medical condition or disability that may affect the Groups' use of the flights.
- (3) You must let us know about your special requirements when you make your booking request so that we can make arrangements with our suppliers. Special requirements are not always possible, are subject to availability and may incur additional charges. You may be required to complete a questionnaire or provide further information promptly on our request.
- (4) Dietary requirements must be given to the airlines in advance of travel. Please let us know as soon as possible but no later than 3 weeks prior to travel if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements and you acknowledge that the standards of replacement meals may not be comparable with European standards. Please note any special dietary requests may incur additional charges.
- (5) 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.

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.

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. 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 and 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 country 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.

ARRIVALS

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

LOST PROPERTY AND LEFT BELONGINGS

- (10) 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.
- (11) We are not obliged to contact airlines or return to airports used by the Party Members to collect personal belongings left behind by you or any Party Member. Service 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.

SECTION 8 - 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, illness 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 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 flights are at fault. By booking flights 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 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 travel.
- (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.

SECTION 9 - FLIGHTS

FLIGHT INFORMATION

- (1) We may not be able to specify at the time of your booking request the airline or aircraft type that we will use, or the number of stops or routing of the flights.
- (2) Please note that your flight departure dates from the UK and return dates to the UK may change by up to 24 hours from those dates detailed in your booking request and Booking Confirmation Email.
- (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 and you will not be entitled to cancel your booking 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 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 booking. 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.

PASSPORT DETAILS

- (7) When making your booking Party Member names must be submitted as written in each Party Member's passport at time of booking. Should any Party Member's passport details change, you must notify us immediately.

TICKETING OF FLIGHTS

- (8) We will ticket flights on such dates as we choose in our sole discretion. We are under no obligation to inform you of when we plan to ticket your flight. Flight ticketing may take place up to six months prior to your planned departure date, however we will not ticket your flight more than six months prior to your planned departure date.
- (9) If you wish to change the flights included in your package once they have been ticketed, you may be charged 100% cancellation fee and you will then need to purchase the new flight (*See Section 6 – Cancellation*).
- (10) Physical tickets will not be issued.

CONDITIONS OF CARRIAGE

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

ROUTES

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

MULTI SECTOR FLIGHTS

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

GETTING TO AND FROM THE UK AIRPORT

- (14) You will be responsible for the cost of transfers to and from your UK departure and arrival airports.
- (15) Subject to availability and payment of any additional cost, we may be able to offer regional departures.
- (16) 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 booking with us, we have no control over and are not liable for the service provided.

ONLINE CHECK-IN

- (17) 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

- (18) Unless you have selected an upgrade, your flight will be economy class. All bookings on domestic services are booked as economy class unless otherwise advised. Due to seating configurations and other requirements, you and your Group may not necessarily be sat together during your journey.
- (19) 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

- (20) 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.
- (21) 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

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

REFUSED BOARDING AND DAMAGE

- (23) 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.
- (24) 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.
- (25) 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

- (26) 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).
- (27) 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

- (28) 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.
- (29) Arrangements in the event of travel delay are the responsibility of the carrier.

- (30) Under EU Law, you have rights in some circumstances to compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your booking from us.

BANNED CARRIERS

- (31) 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. Rest assured we will not be using any of these carriers on your trip.

FLIGHT UPGRADES

- (32) Subject to availability and the payment of the additional costs you may upgrade your flights. 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.
- (33) We require payment in full for the upgraded flight element to reflect the increased cost. We will confirm all upgrades to you in writing.
- (34) 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.
- (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 your flights, 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.

FLIGHT REGULATIONS

- (37) 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.
- (38) A number of food and other products cannot be brought back into the UK from outside of the EU. For a full list see here www.direct.gov.uk/dontbringmeback.
- (39) 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>.

SECTION 10 – 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 booking.
- (2) We expect all our clients to conduct themselves properly and not behave in any way which causes or is likely to cause: danger, offence or upset to any other person; or damage to property; break any law; or that is generally considered unacceptable.
- (3) In the event that we consider your behaviour as a breach of these Flight Terms the contract with us will terminate immediately and we will have no further responsibility or liability to you, no refunds will be given and we will not pay any expenses or costs you incur as a result.
- (4) You will be responsible for any damage or loss caused by you or any Party Member during your time away and use of the flights.
- (5) You must make full payment direct to the 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.
- (6) 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.

SECTION 11 – IF THINGS DON'T GO QUITE RIGHT

COMPLAINTS

- (1) If you have a complaint about your booking or have any problems whilst you are travelling, please inform one of our representatives without undue delay who will endeavour to put this right. If you fail to follow the requirement to report your complaint we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were travelling with us. This may affect your rights under this contract.
- (2) If your complaint or problem is not resolved whilst you are away please follow this up within 28 days of the end of your booking by writing to us at Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE giving your booking reference number and brief details of your complaint. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to us without delay.
- (3) Our customer services team will respond to your written complaint within a reasonable time following an investigation into your complaint. We will correspond with you by email, phone and letter in an attempt to resolve your complaint.

ATOL PROTECTION

- (4) We are required to provide security for the monies that you pay for the flights 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 flights.
- (5) When you buy ATOL protected 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.
- (6) 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.

ABTA

- (7) We are a Member of ABTA (The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.co.com), membership number V4759. Further details are available at www.abta.com.
- (8) 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 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. You can also access the European Commission Online Dispute (ODR) Resolution Platform at www.ec.europa.eu/consumers/odr/. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

OUR LIABILITY TO YOU

- (9) We have a duty to select the airlines with reasonable skill and care. We have no liability to you for the actual provision of the flights, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the airline with reasonable care and skill, we will have no liability to you for anything that happens on the flights or any acts or omissions of the airline or others. We also have no liability in the following situations:
 - (a) where the flights cannot be provided as booked due to circumstances beyond our control (*see Section 6 – Charges*);
 - (b) where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you;
 - (c) where you incur any loss or damage that relates to any business activity; or
 - (d) where any loss or damage relates to any services which do not form part of our contract with you.
- (10) You must inform us without undue delay of any failure to perform or improper performance of the booking.
- (11) Nothing in these Flight Terms excludes or intends to exclude our liability for death or personal injury caused by our negligence.
- (12) 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 booking 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.
- (13) 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.
 - (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.
- (14) 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 the total cost of your booking. Our liability will also be limited in accordance with and/or in an identical manner to:
 - (a) the contractual terms of the airline. These terms are incorporated into this contract; and
 - (b) any relevant international convention, for example the Montreal Convention (travel by air), 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.
- (15) You can ask for copies of the international conventions, from us.
- (16) Any and all arrangements you make that are not part of your booking supplied by us are your responsibility and are made at your own risk.

- (17) If any payments to you are due from us, any payment made to you by a third party suppliers will be deducted from the amount due from us.

SECTION 12 – 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. 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 may be contractually obliged to pass on your Personal Data to the Entities for reporting purposes.
- (7) The Personal Data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your booking request, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing and processing.

DATA PROTECTION

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

SPECIAL CATEGORIES OF DATA

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

SECTION 13 - SUPPORT

SUPPORT

- (1) You acknowledge that we will not supply one of our representatives on your flights.

HELPLINE

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

SECTION 14 CONTACT

OUR COMPANY

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

OUR EMAIL ADDRESS

operations@englandrugbytravel.com

OUR PHONE NUMBER

03444 788 5005

OUR WEBSITE

www.englandrugbytravel.com

SECTION 15 – GENERAL

NO PARTNERSHIP, AGENCY OR JOINT VENTURE

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

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

WEBSITE ACCURACY

- (2) Websites are produced well in advance of the events taking place and there may be occasions when advertised facilities are not available during your period of travel, due to bad weather, 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, unplanned emergency maintenance, unsuitable weather, fuel shortage, accidental damage to transport or other circumstances totally beyond our control. If we are advised of this we will inform you as soon as possible. The website is issued on our responsibility and does not commit any service providers mentioned therein.

OUR PROMISES

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

WAIVER

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

THIRD PARTY RIGHTS

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

INTELLECTUAL PROPERTY

- (6) All trademarks are used under license by us. All such rights are reserved.

- (7) Nothing in these Flight Terms permit you to use the booking 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 booking as a prize or promotion without our prior written consent.

GOVERNING LAW

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

SECTION 16 – 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; 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 10 Your Obligations* regarding the consequences of your conduct.

SECTION 17 – GLOSSARY

Booking Confirmation Email	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 booking and Party Members' details, of which form part of your contract with us.
Booking Request Acknowledgment Email	The email sent by us to you confirming receipt of your booking request.
Flight Terms	These terms and conditions, of which form part of your contract with us.
Entities	The RFU, England Rugby Travel, Rugby World Cup Limited and Couleur SAS.
Group	All named individuals forming part of your travelling party.
Lead Booker	The person making the booking with us.
Lead Party Member	The Party Member named as the lead contact when the Lead Booker is not travelling as part of the Group.
Party Member	Each named individual travelling as part of your Group.
Trademarks	The RFU, England Rugby Travel and Rugby World Cup Limited.