

BOOKING TERMS & CONDITIONS

IMPORTANT These booking conditions set out the terms on which you contract with Living With The Lions Sports Travel Ltd. (LWTL) They describe your obligations to the company and the obligations of the company to you.

- 1. MAKING A BOOKING:** Simply telephone us direct to check the availability of the tour/package you require. In order to make a booking you will need to sign a booking form and return this to us together with the appropriate deposit payment (as indicated on the brochure/web page) and insurance premium, if required. The person signing the booking form will be treated as doing so on behalf of, and with the consent of, all the persons for whom the booking is made and is responsible for ensuring due payment of all monies (including any insurance premiums and cancellation or amendment charges) in respect of this booking. All travel documentation and other information regarding the holiday will be sent to the person who has signed the booking form. Deposits are non-refundable and non-transferable.
- 2. INSURANCE:** As a condition of booking you are required to take out adequate travel insurance for yourself and those for whom you are booking. We require you to complete and sign our insurance indemnity form confirming that you have your own insurance policy. It is important that you take out insurance as soon as you have made your booking with us and paid a deposit so that you have protection in place in the event of any unexpected cancellations. You must ensure that your travel insurance is adequate for the activities you will be taking part in, including any sporting fixtures and excursions, and where applicable any 'high risk' activities such as white water rafting etc. that you might be doing.
- 3. PAYMENT:** A deposit must be paid at the time of booking; interim payments will be required based on the tour type and the balance will be due a minimum of 10 weeks prior to departure. If you book within 10 weeks of departure you must pay the full price at the time of booking. You may pay by cheque, bank transfer or by a credit/debit card recognised by LWTL. If for any reason we do not receive any of the interim payments or the balance on the due dates, we reserve the right to cancel your booking and levy a cancellation charge as though there had been a cancellation in accordance with clause 6 of these Terms. We do not accept American Express.
- 4. ON RECEIPT OF YOUR DEPOSIT:** We will make the necessary reservation and your deposit is accepted as part payment of the agreed costs of the booking and credited to your account. We will raise a confirmation invoice detailing the travel services you have booked and would ask you to check this very carefully and advise us immediately if any discrepancies are found. A contract exists between us from the date shown on your confirmation deposit receipt. If you decide to cancel the booking upon receipt of our invoice you will need to consult clause 6 of these Terms.
- 5. IF YOU CHANGE YOUR BOOKING:** Changes can be made up to 10 weeks prior to your departure for a charge of £30 per booking, subject to availability and any extra costs incurred. If you want to make any changes within 10 weeks of your departure date these may be treated as a cancellation of the original booking, and cancellation charges as detailed in clause 6 of these Terms may be imposed.
- 6. CANCELLING YOUR HOLIDAY:** A cancellation must be made in writing by the person who completed/signed the booking form. The cancellation will take effect from the day the written cancellation is received by the company. All payments up until that date, (deposit, interims and final balance) once made are non-refundable, as are amounts owing if cancellation date is after a date set for either an interim or final balance, these amounts remain owing to LWTL.
- 7. IF WE CHANGE YOUR HOLIDAY BEFORE YOUR DEPARTURE:** We plan the arrangements for our tours many months in advance and occasionally we have to make changes to confirmed arrangements. We are using the services of independent suppliers such as airlines, hotels and ground agents over whom we have no direct control. In most cases, if changes are necessary they will only be Minor. A MINOR change would be a change of airline, change of accommodation to another of the same standard, delay of less than 12 hours. We reserve the right to make changes at any time and should the change significantly alter the nature of the tour you have booked (major change), and the revised arrangements are not acceptable to you, we will refund all monies paid. In all cases, except where the major change arises due to FORCE MAJEURE we will offer an alternative or appropriate compensation of refund.

FORCE MAJEURE means any event which we could not, even with all due care, foresee or avoid. Force Majeure covers events such as, but not limited to, technical or maintenance problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, war or threat of war, civil strife, terrorist activity, natural disaster, industrial dispute, disease, industrial or nuclear disaster, bad weather, fire, cancellation of sporting fixtures or a featured tournament and all similar events beyond our control. In the case of Force Majeure we will not accept liability & reserve the right to cancel or change bookings as necessary.

COVID-19: In the event that measures related to Covid-19 are implemented by the national authorities of the country or countries related to this trip which result either in the cancellation of the event and/or prohibition of entry into that country, then LWTL undertakes to provide a full refund of your tour costs. Please see restrictions in clauses 17 and 18 below.
- 8. IF WE CANCEL YOUR BOOKING:** We reserve the right in any circumstances to cancel your holiday for any reason. For example, sales of a particular holiday may not reach a level that would be economical for us to operate a tour. In this event we will return to you all monies you have paid (less insurance premium charges), or offer you an alternative holiday of comparable standard, although if the alternative offered is at additional cost, the difference will be payable by you. However, we will not cancel your holiday within 56 days of departure unless it is for a reason outside of our control – Force Majeure.

9. EVENT TICKETS AND CANCELLATION: Every sport event and its tickets are subject to their own terms and conditions [here](#). Tickets may be delivered at the event for reasons of security. Tickets may not be re-sold or offered as a prize for a competition or incentive. Sports fans will appreciate that the cancellation or curtailment of a major sporting fixture is an extremely unusual occurrence but can occur at very short notice. The cancellation of a fixture, the non-appearance of a player or advertised tour celebrity, or other changes are entirely outside our control and we accept no responsibility to refund, pay compensation or otherwise for changes to your booking because of such cancellations or changes to a sporting event.

LWTL is allocated tickets in groups and will allocate them to customers in as fair a manner as possible across all tours and matches. LWTL is not responsible for the standard of the tickets allocated but will endeavour that all customers have an equal experience across their tours.

10. HOLIDAY PRICE and SURCHARGES: External forces can affect the price of your holiday and as such we will reconfirm all prices at the time of booking. Once you have paid your deposit we guarantee not to increase the cost of your holiday except in the following circumstances where surcharges may apply; currency fluctuation, government action, airport charges (including fuel) and increases in scheduled airfares.

In the event of a surcharge being levied, a surcharge invoice will be sent out detailing the charges due. In such cases, we will absorb an amount equivalent to 2% of the holiday price at the time of booking, which excludes insurance premiums and any amendment charges referred to in clause 4 of these Terms. Only amounts in excess of this 2% will be surcharged, but where a surcharge is more than 10% of the holiday price you will be entitled to cancel your holiday with a refund of all monies paid, less any insurance premiums and modification charges. Should you decide to cancel because of this, you must exercise your right to do so in writing within 14 days of the date printed on the surcharge invoice. All holiday prices are quoted in pounds sterling using commercial exchange rates.

No price increase may be passed onto you within 30 days prior to the departure date stipulated.

11. TRANSFERRING OF BOOKINGS: If you are unable to travel, in certain circumstances which we consider reasonable (in our absolute discretion), we may allow you to transfer your booking to another party. However, the arrangements must remain EXACTLY the same, and will only be allowed if all suppliers agree to the change and are prepared to accept the transfer. In cases where a transfer is allowed, an administration charge of £75 per person outside 70 days of departure, and £125 per person inside 70 days of departure, will be made plus any charges that may be levied by our suppliers.

12. BEHAVIOUR: If, in the opinion of our company representative/escort/tour manager, your behaviour, or the behaviour of anyone in your touring party either before or during the tour is such that it is likely to cause distress, damage, danger or annoyance to our customers, employees, property or to any third party, we reserve the right to terminate all arrangements immediately without refund.

13. FLIGHTS: Your package does not include International travel. Flights / Eurostar if allocated to you and your party, are non-changeable and non-refundable. Any requests to make any changes to the flights, routing or any other changes will be subject to change fees and any charges applied by the airline at the time. When bookings are taken in advance of flights being in range we will allocate flights to groups and individuals as is required for the purposes of running the tour efficiently and economically. Any booking taken without specific flight information will be allocated a seat in a group on this basis and a booking cannot be cancelled or re-negotiated if the allocated flight is on an international carrier on the days specified, the day before or the day after specified in the itinerary. Changes to the date of departure or return will be met with and surcharges or deductions will apply according to relevant accommodation requirements.

14. YOUR FINANCIAL PROTECTION: The Package Travel and Linked Travel Arrangements Regulations 2018 require us to protect monies that you pay to us for your package holiday, including ensuring your repatriation in the event of our insolvency. When you buy an ATOL protected flight or flight inclusive package (including Flight plus) from Living With The Lions Sports Travel Ltd ATOL 9864, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier can do so 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 card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Where your holiday package does not have a flight element, your travel package will be protected by means of a bond held by ABTA. Our ABTA membership number is Y6520.

15. DEALING WITH COMPLAINTS: In the unlikely event of there being something not to your liking whilst you are on holiday, you must tell your Living With The Lions Sports Ltd. representative or our appointed agent (preferably in writing) immediately who will try to solve the problem there and then. Unless there is a valid reason why your complaint is not reported in this manner, we will not consider ourselves liable in respect of those complaints. If the problem cannot be resolved in resort, you must send us a written complaint to reach us within 28 days of the end of your holiday in order that we can investigate fully. We will not accept liability for any claims received outside this period. We certainly hope that we can settle any holiday complaints amicably; however, should this prove not to be the case you may wish to consult with ABTA's complaint scheme for the resolution of disputes.

16. OUR RESPONSIBILITY TO YOU: We will accept liability for matters that arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts/or omissions by our employees or by third party service providers engaged by us and acting within the proper course of their employment. Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. LWTL has no control over such decisions and is therefore unable to accept responsibility for them.

17. PASSPORTS & VISAS: It is your responsibility to check specific passport & visa requirements as well as other immigration requirements for travel overseas and you should check these with the relevant embassy. We do not accept any responsibility if you are unable to travel because you have not complied with any passport, visa or immigration requirements.

18. VACCINATIONS & COVID-19 TESTING: It is your responsibility to check with your doctor if any vaccinations are required by you and your party, and to adhere to any Covid-19 or other requirements for entry into your destination. The cost of any such requirements is not included in the cost of your holiday and shall be borne by you. Any inability to comply with and provide proof of, specific travel regulations in place at the time of travel, for example Covid testing or proof of Covid vaccination, will not lead to a refund.

19. DATA PROTECTION: In respect of any personal data held by LWTL it is agreed that LWTL will use this data and so will pass this data as necessary to any third-party suppliers that may require it such as, airlines for API's and ground agents abroad. We will not misuse your data and any data will be destroyed when it becomes not relevant. You may withdraw consent for us to use your data at any point and if you require us to provide more details on the places we use your data please do get in contact. We require your consent to be able to use your Data, by signing the booking form, you consent to our Data Privacy Policy. LWTL may use/process your data outlined in our Data Privacy Policy, which can be found on our website or available on request.

20. IMAGES: LWTL reserves the right to take photographs and to take video with soundtrack of events, customers and celebrities during this tour. This imagery will be used in a number of ways that may include marketing, websites now and in the future, social media, and/or unlimited use for commercial gain. Consent is assumed with the agreement of these terms unless conveyed to LWTL in advance of the tour's departure.

21. LIMITATIONS OF OUR LIABILITY: Our liability to you for any loss or damage which you may suffer is limited to three times the price of your tour, except where you have suffered personal injury resulting from the non-performance or improper performance of the services involved in the tour.

21. JURISDICTION: Your contract is governed by English law and each party shall be subject to the exclusive jurisdiction of the English courts. Please note that if any part of these booking conditions is found to be invalid or unenforceable, then the remainder of these booking conditions will not be affected but will remain valid and enforceable.