



## Advantage Access Pass Terms and Conditions

These terms and conditions (**Terms**) set out the basis on which we sell our Advantage Access Passes for the Autumn Internationals 2022 (**AAP**). You must accept these Terms to purchase an AAP from us.

These Terms apply to the purchase of an AAP only. When you use your AAP to purchase one of our Official Travel Packages (**Travel Product**) you will be required to agree to the terms and conditions that apply to the Travel Product you are purchasing.

An AAP is not a financially protected product and will not benefit from any ABTA or ATOL financial protection.

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### Placing Your AAP Order

1. You must be at least 18 years old and must have a permanent address in the United Kingdom.
2. You can place an order for your AAP at [www.englishrugbytravel.com](http://www.englishrugbytravel.com). Your order (**Order**) constitutes an offer made by you to us to purchase the number of AAPs you select. All Orders are subject to our acceptance at our sole discretion.
3. If we accept your Order, we will send you an email confirming that your Order has been accepted. The contract between us (**Contract**) will automatically be formed when we send you the confirmation email.
4. The price of an AAP will be as quoted on our site, except in cases of obvious error.
5. You must pay for the AAP(s) during the online checkout process. You may pay by any payment method we make available to you at the time of payment. Available payment methods will be set out on the relevant payment screen.
6. You must pay us in Pound Sterling. You will be responsible for paying all bank and foreign exchange charges as applicable.
7. By placing an order for your AAP you consent to us marketing to you for the purpose of providing you with the opportunity to redeem and manage your AAP. This marketing will be by email, post and telephone.

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### Your AAP

8. An AAP does not represent a commitment to purchase any Travel Product from us and is fully refundable up until 23:59 GMT on 30 November 2022.
9. Each AAP provides you with:
  - a. access to a Autumn International 2022 AAP holder access window to purchase one of our range of Travel Products before non-AAP holders; and
  - b. a code to redeem £99 against your final balance payment of any Travel Product relevant to your AAP that you purchase before 23:59 GMT on 30 November 2022.
10. Only one AAP place may be used against one Travel Product place.
11. The AAP holder must be the Lead Booker purchasing the Travel Product. You will require an AAP for each traveller if purchasing in the advantage access window.
12. We will deliver your AAP redemption code(s) to you by email at the time of your AAP purchase.
13. It is your responsibility to keep your AAP redemption code(s) secure and confidential. We are unable to re-issue redemption codes if they are lost or deleted.

14. If you purchase more AAPs than are subsequently necessary (i.e. you have four passes but you actually go on to buy a Travel Product for two people) we will offer you a refund for those unused AAPs or the option to deduct the redemption value of the unused AAPs from your final balance payment, provided that your booking is made prior to 23:59 GMT on 30 November 2022.

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### The AAP Window

15. We will inform you by email as to how and when you can use your AAP(s).
16. During the advantage access window, all Travel Products will be subject to availability and sold on a first come first served basis.
17. After the advantage access window closes you will still have the opportunity to redeem your AAP(s) until expiry or cancellation (by you or us), but you will be in the ordinary queue for Travel Products with non-AAP holders.

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### How To Use Your AAP

18. To redeem your AAP when purchasing your Travel Product, you must insert the unique redemption code we send you:
  - a. in the online booking process; or
  - b. on the hard copy booking form we send you (if available);following the instructions we send to you, before the advantage access window opens (if any).
19. The value of your AAP will be credited against your final balance payment and not the total cost of the Travel Product.
20. If you choose to pay in full when purchasing your Travel Product, the value of your AAP will be automatically refunded to the payment method you used to make your purchase, within 21 days.
21. AAPs can only be used against Travel Products.

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### Additional AAP Holder Benefits

22. We may, at our discretion, provide additional benefits to AAP holders. If provided, any additional benefits will only apply to AAP holders. These will not apply to additional travellers in your group unless they are also AAP holders. For example, if you have purchased six AAPs however there are eight travellers in your group, only the six AAP holders will receive the additional benefits of the AAPs.
23. To be eligible for any additional benefits you must purchase a Travel Product within the AAP holder priority access window and comply with any other requirements we notify to you from time to time.

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### If You Choose Not To Use Your AAP

24. Your AAP(s) will expire at 23:59 GMT on 30 November 2022. We recommend you redeem AAPs as early as possible to avoid disappointment. After 23:59 GMT on 30 November 2022, there will be no refund for any unused AAPs.
25. AAPs are fully refundable up until the earlier of:
  - a. the point they are used to purchase a Travel Product (redeemed); or
  - b. 23:59 GMT on 30 November 2022.



26. If you wish to cancel your Order/AAP you will need to visit <https://www.englandrugbytravel.com/aap-cancel/>. You must complete the online AAP cancellation form, fully answering all questions to authorise your refund.
27. Once received we will cancel your redemption code and refund your money to the payment method you used to make your purchase, within 21 days.
28. Once a cancellation notice is received by us, all rights associated with the cancelled AAP(s) will automatically terminate.

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#### **Our Cancellation of Your AAP**

29. We will cancel your AAP and your redemption code immediately without notice and without refund if you fail to comply with any of these Terms.
  30. We will cancel your AAP and your redemption code without notice if we do not receive full payment of all sums due for the AAP.
  31. If for reasons outside of our control, or in the event we are required to, we cancel your AAP, we will provide you with a refund of your AAP order without any further liability.
  32. All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay. If we receive a chargeback notification we will cancel your AAP(s) and redemption code(s) without notice.
  33. If you have already redeemed your AAP(s) before we receive a chargeback notice we will cancel the contract for the Travel Product to which it has been applied without notice or refund, or at our discretion will require you to immediately pay the value of the AAP(s).
  34. We reserve the right to pass on any charges we suffer as a result of any chargeback to you.
39. When using our site, you accept that communication with us will be mainly electronic although we may also contact you via telephone and post. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
  40. All notices given by you to us must be sent to [marketing@englandrugbytravel.com](mailto:marketing@englandrugbytravel.com) or at the address set out in clause 47. We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
  41. These Terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of our Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
  42. You acknowledge that, in entering into our Contract, you have not relied on any representation, undertaking or promise given by us or implied from anything said or written in correspondence between us prior to such Contract except as expressly stated in these Terms.
  43. You may not transfer, assign, charge or otherwise dispose of our Contract, or any of your rights or obligations arising under it, without our prior written consent.
  44. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

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#### **General**

35. All information and prices provided on our website before Travel Products go on sale are indicative only. We make no representation, warranty or undertaking that a particular service or product will be available or within a certain price range. Not all packages provided by ERT will be available at the time of launch.
  36. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our Contract that is caused by events outside our reasonable control.
  37. Our liability for losses you suffer as a result of us breaking our Contract is strictly limited to the value of your AAP Order. This limit does not apply to death or personal injury caused by our negligence, for fraud or misrepresentation or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
  38. We are not responsible to you for any loss of enjoyment, loss of opportunity, loss of goodwill, loss of anticipated savings, interest or any indirect or consequential losses which happen as a side effect of us breaking our Contract.
45. Contracts for the purchase of AAPs and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the law of England and Wales. Any dispute or claim arising out of or in connection with our contract or its formation (including non-contractual disputes or claims) shall be subject to the jurisdiction of the courts of England and Wales.
  46. We collect and process your Personal Data in accordance with our Privacy Policy available upon request or found on our website.

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#### **About Us**

47. England Rugby Travel is operated by Mike Burton Travel Limited whose address is at Carter Court, 8 Davy Way, Quedgeley, Gloucester, GL2 2DE. Our VAT number is 576295400. Your Contract for the purchase of the AAP is with us.

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