



## DAY RETURN TERMS & CONDITIONS

VERSION: 05 MAY 2023

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### INTRODUCTION

Thank you for choosing to travel on one of our official ticket inclusive day returns.

Please read this document carefully as it sets out the terms of our relationship with you. All of our Day Return Terms & Conditions (**Day Return 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, 100% cancellation charges will apply.

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 booking and sell each service separately.

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.

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### SPECIAL TERMS

#### RELEVANT SUPPLIER TERMS AND CONDITIONS

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

Where National Express is the carrier for a Day Return Package: <https://www.nationalexpress.com/en/help/conditions-of-carriage>

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

Where Transport for London Travel Cards are included in the booking: <https://tfl.gov.uk/corporate/terms-and-conditions/ticketing-and-travel-conditions-of-carriage>.

#### COVID-19 AND OTHER COMMUNICABLE DISEASES

- (2) 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 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 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.
- (3) The total price of the booking 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 booking 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 relevant country and you will need to pay for these yourself and we do not provide any assistance.

#### COVID-19 RELATED ENTRY REQUIREMENTS

- (4) 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.

#### STADIUM CAPACITY CANCELLATIONS

- (5) 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.

## MINIMUM NUMBERS

- (6) 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 product 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

- (7) 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.
- (8) 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.
- (9) Baggage allowances will be confirmed with your Eurostar confirmation letter which you will receive approximately 6 months prior to travel.
- (10) 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).
- (11) 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.
- (12) You will be responsible for the cost of travel to and from your Eurostar departure station.
- (13) 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.
- (14) 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.
- (15) 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.

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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 16 - 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 day returns is subject to availability and at our sole discretion.

### CHECKING YOUR BOOKING CONFIRMATION EMAIL

(5) It is your responsibility to check the booking 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 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 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.

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## SECTION 2 – YOUR BOOKING

### THE LEAD BOOKER

(1) You (as the **Lead Booker**) must accept the Day Return 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 Day Return Terms on behalf of your travelling party (**Group**). You are responsible for ensuring all of your Group comply with the Day Return Terms.

(2) The booking contract is made up of these Day Return 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 12 Your Obligations, Section 13 If Things Don't Go Quite Right and Section 18 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 booking 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 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 day return travel services you have selected and includes an official match ticket ("**Tickets**"). 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.

(9) 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

(10) We reserve the right to alter these Day Return 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 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.

- (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 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**

- (14) 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 (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 booking.
- (15) The Leader Booker may transfer the booking to another person (**Transferee**) who satisfies all conditions applicable to the booking 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 for 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%.
- (18) The Ticket issuer's Ticket terms and conditions will apply to the transfer of the Tickets included in a booking 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.

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**

- (19) If you request to link your booking to that of another group, we will only be able to link those services included in your booking which are the same as the services in the other group's booking. For example, it would not be possible to link tickets (and for the individuals to sit together) where the group's bookings contain different categories of tickets.
- (20) 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.
- (21) It may not always be possible to link bookings even when the same services are included in the group's bookings. Where you select to link bookings, any linking is at our discretion, the linked booking request does not form part of your booking, and the request is not a term of the contract between us.

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## **SECTION 3 – PAYMENT**

#### **PAYMENT OF YOUR BOOKING**

- (1) The price of your booking must be paid in full at the time of booking.
- (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 are committing to the full amount of the booking and your payment shall be non-refundable.

#### **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. 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.

#### **PRICING**

- (8) We reserve the right to alter the prices of any of the day returns shown in our brochures or on our website.
- (9) You will be advised of the current price of the day return 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: Visa applications, destination airport departure taxes, 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 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.

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## SECTION 4 – CHARGES

### CHARGES

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

### POSTAGE/COURIERS

- (3) The price of your booking covers the cost of postage for your documents and merchandise (as applicable) with in 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.
- (4) 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, 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.
- (5) We will not send any packages until we have received full payment.
- (6) 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.
- (7) 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

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

### CHARGES TABLE

- (9) 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 booking</i>	<i>£25 per Party Member per change</i>
<i>Novation</i>	<i>£25 per number of Party Members</i>

- (10) 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.

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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 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.
- (9) If we are constrained by circumstances beyond our control and make a 'major change' to your booking 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:
- accepting the change of arrangements; or
  - 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
  - cancelling your booking and receiving a full refund of all monies paid within 14 days of your cancellation.
- (10) We will inform you of any alternative day return product or travel service provision 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:

<i>Compensation per full Party Member</i>					
<i>Period Before Departure (days)</i>	More than 42	29 - 41	15 - 28	9 - 14	0 - 8
	NIL	£5	£10	£15	£20

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 and additional services will be separate to your booking and will not require us to pay you compensation.
- (15) A major change does not include a change:
- of travel service provider;
  - of the type/method of transportation (for example, coach to train and vice versa);
  - to, or cancellation of, an event you are attending;
  - to match venues for a match which you are due to attend;
  - to scheduled match dates and times to which we are providing Tickets; or
  - to additional elements.

## SECTION 6 – CANCELLATION

### IF YOU CANCEL YOUR BOOKING

- (1) You may cancel your booking at any time prior to the start of the booking subject to a 100% cancellation charge.
- (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.

### CANCELLATION AND UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (5) You may cancel your booking without paying cancellation charges if the performance of your booking, 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 FOR NON-REFUNDABLE AMENDMENTS

- (6) 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 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.
- (7) 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

- (8) 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 travel, then the 100% cancellation charge will apply in relation to the cancelling Party Member.

### NON-USE OF SERVICES

- (9) 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

- (10) We reserve the right to cancel your booking. We will not cancel your travel arrangements, except:
  - (a) for unavoidable and extraordinary circumstance;
  - (b) for failure by you to pay any sums when due; or
  - (c) if you are in serious breach of these Day Return Terms, 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.

- (11) If we cancel your booking (other than for non-payment of your booking instalments or for a serious breach of these Day Return 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.

- (12) 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:

<i>Number of days before departure we notify you of cancellation</i>	More than 56 days	55 - 43 days	42 - 21 days	20 - 8 days	7 - 0 days
<i>Amount of compensation per full paying passenger</i>	£0	£5	£10	£15	£20

- (13) If we cancel your booking because you are in serious breach of these Day Return Terms (for example the Ticket Terms and Conditions or *Section 18 – 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 at, 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 booking 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 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.
- (9) 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).
- (10) 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.

- (11) 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.
- (12) 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**

- (13) 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**

- (14) 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.
- (15) 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.
- (16) 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**

- (17) 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.
- (18) We are not obliged to return to travel services or event venues 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.

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## **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, 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 Day Return 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.

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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.

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**

- (8) 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.
- (9) Transport to and from the event is your own responsibility and is not provided as part of any booking unless otherwise stated in your Booking Confirmation Email and/or itinerary.
- (10) 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.
- (11) Unless stated in your booking 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**

- (12) 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.
- (13) 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.
- (14) We may have to suspend the virtual event to deal with technical problems or make minor technical changes.

#### **ENTRY INTO ATTRACTIONS**

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

#### **MERCHANDISE**

- (18) Where your booking includes merchandise you will be required to submit sizing choices for you and your Group at the point that you purchase your booking or at a later date.

- (19) 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.
- (20) 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.
- (21) You acknowledge that where merchandise is provided as part of your booking, items provided in children's, men's and women's merchandise packs may differ.
- (22) 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/damaged 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.
- (23) If you cancel your booking before we provide you with the merchandise forming part of your booking, you will not receive that merchandise, and this shall not alter or affect the cancellation charges payable by you.

#### **OFFICIAL HOSPITALITY**

- (24) If we are able to offer official hospitality products to you as an addition or inclusion to your booking, 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**

- (25) For any excursion that you book that has separate terms and conditions, a separate contract is formed and does not form part of your booking. 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.

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

- (26) 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.
- (27) 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.

## **SECTION 10 – TRAVEL SERVICES**

### **TRAVEL SERVICE PROVIDER'S CONDITIONS OF CARRIAGE**

- (1) All travel services (including all coaching, trains, metros and travel passes) provided as part of your booking 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 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 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 may not have the same driver throughout your day.
- (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 travel service, we call these travel vouchers (**Travel Voucher**). Travel Vouchers may;
- not be transferred or used by anyone else; and
  - only be used on the journey and date set out on the Travel Voucher.

Travel Vouchers that have been damaged, spoiled, defaced or otherwise tampered with will be invalidated and we and/or our 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**

- (10) 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.
- (11) Our transportation providers will only pick up and drop off at the locations specified in your Booking Confirmation Email and/or final itinerary.
- (12) Seats are not reserved and as such you and your Group may not necessarily be sat together during your journey.
- (13) 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.
- (14) 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.
- (15) 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.
- (16) You acknowledge that events may run over the scheduled time and that we shall not be liable for any missed transport/connections.
- (17) 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.
- (18) 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

- (19) Your luggage entitlement will be confirmed in your final itinerary or supporting documents.
- (20) 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.
- (21) 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.

## REFUSED BOARDING AND DAMAGE

- (22) 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.
- (23) 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.
- (24) 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

- (25) 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 11 – TICKETS

### TICKET TERMS & CONDITIONS

- (1) As part of your booking we will allocate you official Tickets for the matches included in your booking. Please note that the official Tickets included in your booking will be as stated in the Booking Confirmation Email. Please note that the Tickets included in your booking 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 these Ticket Terms and Conditions. You will also inform anyone in your Group that they are accepting these terms and conditions as part of your booking.
- (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 the 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 booking will be unaffected by the event cancellation and we will continue to provide you with the services.

### 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 booking 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 12 – 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 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 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 Day Return Terms 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 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 13 – 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 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 Day Return 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 booking by writing to us by email to the email address detailed in Section 16 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 booking. If any of the travel services included in your booking 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 Day Return Terms excludes or intends to exclude our liability for death or personal injury caused by our negligence.
- (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 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.
- (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.
  - (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 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 companies that provide the transportation for your travel arrangements. 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:
  - (c) assign to us or our insurers any rights they may have to pursue any third party; and,
  - (d) must provide us and our insurers with all assistance we may reasonably require.
- (13) You can ask for copies of the transport companies' 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) 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.
- (16) 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.

### ADDITIONAL ASSISTANCE AND EMERGENCIES

- (17) 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 14 – 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 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.

## 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 16 Contact, and providing notice which states that you are withdrawing your consent.

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## SECTION 15 - SUPPORT

### SUPPORT

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

### HELPLINE

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

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## SECTION 16 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](mailto:operations@englandrugbytravel.com)

### OUR PHONE NUMBER

03444 788 5005

### OUR WEBSITE

[www.englandrugbytravel.com](http://www.englandrugbytravel.com)

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## SECTION 17 – 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 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

- (2) 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 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 Day Return Terms do not create any right enforceable by any third party except as set out in these Day Return Terms.

### INTELLECTUAL PROPERTY

- (6) All trademarks are used under license by us. All such rights are reserved.
- (7) Nothing in these Day Return 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 and acknowledge that breach of this obligation may breach the Ticket Terms & Conditions.

### GOVERNING LAW

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

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## SECTION 18 – 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 12 Your Obligations* regarding the consequences of your conduct.

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## SECTION 19 – 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 booking 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>Day Return Terms</b>	These terms and conditions, of which form part of your contract with us.
<b>Entities</b>	The RFU, England Rugby Travel and any relevant host union or Ticker issuer.
<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>Party Member</b>	Each named individual travelling as part of your Group.
<b>Ticket Terms and Conditions</b>	The terms and conditions issued by the Ticket issuer. See Appendix 1.
<b>Tickets</b>	Official tickets allocated as part of your booking.
<b>Trademarks</b>	The RFU, England Rugby Travel

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## APPENDIX 1 – TICKET TERMS & CONDITIONS

### TICKET TERMS AND CONDITIONS

- (1) It is a condition of booking with us that you agree to and comply with the relevant tournament's Ticket Terms and Conditions as well as those relating to entry into venues.
- (2) We shall not be responsible to you if your ticket is cancelled or you are refused entry to, or ejected from, a match or venue as a result of breaching the Ticket Terms and Conditions.

### HOST UNION TICKET TERMS AND CONDITIONS

- (3) All tickets included in your Package are supplied in accordance with the Ticket Terms and Conditions of the rugby union hosting the game. For example, if England are playing at Twickenham you will need to comply with the RFU's ticket and venue terms and conditions. By making a booking request you agree to comply with these terms unconditionally. These can be found on the sites listed below:
  - (a) <https://www.eticketing.co.uk/rfu/Common/CustomNotice/TermsAndConditions>
  - (b) <https://www.wru.wales/tickets/terms-and-conditions/ticket-terms-and-conditions/>
  - (c) <https://www.irishrugby.ie/ireland/tickets/>
  - (d) <https://www.scottishrugby.org/tickets-and-events/tickets-terms-and-conditions>
  - (e) <https://billetterie.ffr.fr/fr/cgv>
  - (f) <https://www.federugby.it/index.php>
- (4) These links may change from time to time. In the event of a broken link, the new Ticket terms and conditions pages will be accessible from the home page and/or search function of the host unions website, or available from us or the host union on request.
- (5) We may distribute your tickets to you in a manner we see fit. We will let you know which method of distribution we intend to use but reserve the right to amend this at any time. Once distributed tickets are your responsibility and cannot be replaced if lost, stolen or damaged.