



## BOOKING TERMS & CONDITIONS

### SECTION 1 – IMPORTANT INFORMATION

All of our Booking Terms are important, but for your reference key payment, cancellation and ticket terms are set out in this section.

#### 1. PAYMENT OF YOUR LIONS TOUR PACKAGE

- 1.1. The price of your Lions Tour Package must be paid in the following instalments:

Package	Payment	Due Date
Flight & Ticket, Hotel & Ticket and Full Tour Package	100% non-refundable deposit	On submitting your booking request
All other Packages not specified above	50% Deposit	On submitting your booking request
	Final balance and any surcharges	01 May 2017

- 1.2. When you make your booking request you must pay a non-refundable deposit per person.
- 1.3. You may pay by online bank transfer, American Express, Maestro, Visa Debit, Visa or MasterCard or any other payment method we make available to you at the time of payment, though the following service charges will be applied for American Express Charge and Credit Cards, Visa Credit and MasterCard payments, 1.5% of total paid. Other payment methods and their associated charges will be set out on the relevant payment screen or in the payment documentation.

#### 2. IF YOU CANCEL YOUR LIONS TOUR PACKAGE

- 2.1. 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.
- 2.2. The following scale of cancellation charges will apply:

Time Before Departure	Cancellation charge as a percentage of total Package cost (excluding insurance premiums)
More than 84 days but no less than 56 days	50 % Deposit
55 - 42 days	70%
41 - 28 days	90%
27 days or less	100%

#### 3. CANCELLATION AND YOUR PRIORITY ACCESS PASS

- 3.1. If you cancel your package after redemption of your Priority Access Pass the value of the pass will not be refunded and you will only receive the amounts set out above. This is because you will have received the benefit of the priority pass rights.

#### 4. SPECIAL REQUIREMENTS & TRAVELLING WITH CHILDREN

- 4.1. Everyone is welcome to travel with us but we will need to know if you require any assistance on flights, at accommodation, at match venues or on travel services, have reduced mobility or have a medical condition that might affect your ability to travel with us. Please call us to discuss your requirements if you believe any medical condition or disability you have may affect your active participation in your package activities. You must let us know about your special requirements when you make the booking so that we can make arrangements with our suppliers.
- 4.2. Children under the age of 17 will be refused travel unless each child is accompanied by a parent or guardian.
5. TRAVEL INSURANCE
- 5.1. 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 (please see Section 10 - Travel Insurance, Additional Products, Visas & Health for more information). If you do not take out suitable insurance from our provider you promise and undertake on behalf of yourself and each member of your party:
- (a) to arrange holiday insurance which provides comparable cover to that offered us;
  - (b) not hold us responsible for any costs incurred by any member of your party due to your (or their) failure to take out adequate insurance; and
  - (c) to indemnify us for any costs incurred by any member of your party due to your (or each member of your party's) failure to take out adequate insurance.
- 5.2. 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 hotel) are at fault. You agree that if we ask you to, you will confirm these promises by signing and returning a Travel Insurance Indemnity Form on our request. If you refuse to provide this indemnity we will not allow you to travel.

#### 6. PASSPORT, VISA AND HEALTH REQUIREMENTS

- 6.1. As you are travelling outside of Great Britain, if you would like travel advice before you depart, the Foreign & Commonwealth Office provides specific advice about most destinations around the world. This can be viewed at [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo)
- 6.2. As you are travelling outside of Great Britain it is your responsibility to check that you (and those for whom you are booking):
- (a) are in possession of valid passports and any appropriate visas. You should check passport and visa requirements well in advance, particularly if you are a non-British passport holder. Any charges, fines etc., that may be levied by authorities in the UK or overseas for non-compliance of regulations in this area will be recharged to you; and
  - (b) have checked with a medical professional well in advance of your departure date that you are fit to travel and which vaccinations or inoculations are advisable for the chosen destination.
- 6.3. Where your flight includes transit through the United States you will be required to comply with the Visa Waiver Programme (VWP) and ESTA process. Where your travel itinerary includes a stop-over/stay abroad you may need to obtain a VISA prior to departure. Please review the [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo) for further information on countries' entry requirements.

### SECTION 2 – YOUR BOOKING & FINANCIAL PROTECTION

#### 7. THE TERMS AND CONDITIONS OF YOUR BOOKING

- 7.1. These Booking Terms and Conditions (**Booking Terms**) including:

- Appendix 1 – Match Ticket Terms & Conditions
- Appendix 2 – Motor Home Terms (if applicable)

(and any terms referred to) set out the basis on which we offer official ticket inclusive travel and accommodation packages for the British & Irish Lions Tour 2017 to New Zealand.

- 7.2. We recommend that you read these Booking Terms carefully and print/keep a copy for your records.

- 7.3. You (as the **Lead Booker**) must accept the Booking Terms in order to complete the booking process. When you make a booking request, you guarantee that you have the authority to accept all of the Booking Terms on behalf of your travelling party (**group**). You are responsible for ensuring all of your group comply with the Booking Terms.

- 7.4. The booking 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.

- 7.5. Please review our cancellation terms (please see Section 1 – Important Information) as your deposit and other payments made by you may not be refundable should you need to cancel.

- 7.6. You must not transfer, resell, offer, expose or make available any tickets or other services you purchase from us. For example, you may not offer tickets for sale on an auction website or secondary ticket market website, or split your package and sell each service separately.

- 7.7. We reserve the right to alter these Booking Terms from time to time in accordance with changes to legislation, regulations and ABTA Guidelines / Code of Conduct.

#### 8. TELEPHONE BOOKINGS

- 8.1. If you had not seen these Booking Terms when you made the booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us at Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE within 7 days of receiving them. Your booking will be cancelled and your monies relating to your package (but not travel insurance) will be returned in full (except for credit card or American Express card charges), provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of departure.

## 9. OUR COMPANY

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

## 10. YOUR FINANCIAL PEACE OF MIND

- 10.1. We appreciate that you are spending a lot of money on your package and want to reassure you that it is financially protected.
- 10.2. We are a Member of ABTA, membership number V4759. Further details are available at [www.abta.com](http://www.abta.com)
- 10.3. We are required to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 3030) administered by the Civil Aviation Authority and a bond held by ABTA for packages that do not include a flight. If you book arrangements other than a package holiday from us, the financial protection referred to above does not apply.
- 10.4. When you buy an ATOL protected air holiday package and/or flights from us you will receive a Confirmation Letter/Email from us (or via our authorised agent through which you booked) confirming your arrangements and an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- 10.5. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and

you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## 11. STATUS

- 11.1. By placing a booking request with us, you promise to us that you are at least 18 years old and that you live (meaning that you have a permanent residential address which will be your billing address) within the European Union or European Economic Area. Any booking requests that do not comply with this promise will be cancelled.
- 11.2. Your booking request is for the accommodation/travel services you have selected and may include official match tickets. We call this your "package" and will confirm these details to you in writing in a Confirmation Letter/Email when your booking request is accepted.
- 11.3. Additional products and services which you book (whether now or at a later date), such as insurance, motor homes or excursions, will not form part of your package and will be a separate contract with separate rights and obligations.
- 11.4. No one other than the Lead Booker or us may enforce this contract and these Booking Terms do not create any right

enforceable by any third party except as set out in these Booking Terms.

- 11.5. Confirmation of your booking request for one of our packages is subject to availability.
- 11.6. The content, duration and particulars of a package may vary from the date of publication of a brochure, marketing material or content on our website to when your booking is confirmed. You should check if your package has changed prior to making your booking request.

## 12. HOW TO MAKE YOUR BOOKING

- 12.1. You may make a booking request online via our website or by returning to us a signed booking request form. After completing your booking request and paying the required deposit you should receive an e-mail from us acknowledging that we have received your booking request. 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 Letter/Email to you. If you have not received an acknowledgement email from us after submitting your booking request, please contact us at [info@lionstour.com](mailto:info@lionstour.com)
- 12.2. It is your responsibility to check the travel package detailed in your Confirmation Letter/Email is complete and accurate as this is what we will provide you. If it is not complete or accurate you must let us know within 5 working days of receipt, any changes after this time may be subject to an administration and/or cancellation charges.
- 12.3. It is always possible that, despite our best efforts, the package in your Confirmation Letter/Email may be incorrect (for example, an incorrect ticket category has been listed). If we discover an error in your Confirmation Letter/Email we will inform you in writing of this error and we will give you the option of:
- (a) paying any additional fees to continue to purchase the package as incorrectly listed in your Confirmation Letter/Email;

- (b) accepting the correction to the Confirmation Letter/Email; or
- (c) cancelling your package and receiving a full refund.

We will not proceed until we have your instructions. If we are unable to contact you using the contact details you have provided, we will treat the package as cancelled, refund all payments made and notify you in writing. Please note that if the error is obvious and unmistakable and could have reasonably been recognised by you, we do not have to provide the incorrectly stated elements to you at the incorrect price. The provision of the original or incorrectly stated elements are subject to availability at the date the mistake is brought to our attention.

- 12.4. Payment is required at the time your booking request is made which we hold until your request is confirmed. Please note that we do not formally accept this money from you until we issue you with a Confirmation Letter/Email. If we do not accept your request we will not send you a Confirmation Letter/Email and no contract will form. In which case we will return your payment to you.
- 12.5. We do not accept booking requests that are conditional on any special requests you have made.
- 12.6. If we have provided you with a quote it will remain valid for 7 days unless we say otherwise. Our acceptance of a quote is still subject to availability at the time of booking and no contract will form until we issue you with a Confirmation Letter/Email.
- 12.7. If you do not pay the deposit within 7 days from the date of invoice, we will deem your booking request withdrawn and cancelled.

## SECTION 3 - PAYMENT

### 13. USING YOUR PRIORITY ACCESS PASS

If you purchased a Priority Access Pass it may be redeemed against any of our packages. To redeem your pass you must insert your unique user ID into the website where required or quote it on your signed booking request form that you return to us when booking. The value of your pass will be deducted from the final balance payment not the total cost of the product or service.

### 14. PAYING FOR YOUR BOOKING

- 14.1. We reserve the right to alter the prices of any of the packages shown in our brochures or on our website.
- 14.2. You will be advised of the current price of the package that you wish to book before your contract is confirmed.
- 14.3. 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.
- 14.4. When you make your booking request for a package and you have received a Confirmation Letter/Email to confirm the package, you must pay a non-

refundable deposit of the total booking price.

- 14.5. Additional non-refundable deposits may be required for upgrades and other non-standard products or services you request from us.
- 14.6. If required, we will write to you to confirm when and how you will have to pay an additional payment. These additional payments may become non-refundable in part or full if we have made commitments to suppliers for these services for which we are unable to receive a full refund or are charged a cancellation fee.
- 14.7. We will invoice you for the total amount of your booking with your Confirmation Letter/Email and the instalments (please see Section 1 – Important Information) can be paid by the payment methods detailed in the remittance section of our invoice.
- 14.8. If your booking is made less than 10 weeks before the date of travel you must pay in full.
- 14.9. You must pay us in Sterling or Euros. You must pay all subsequent payments

with the same currency you choose to pay your deposit with on submitting your booking request. You will be responsible for paying all bank and foreign exchange charges.

- 14.10. If for any reason the 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.
- 14.11. Lead Bookers are responsible and liable for payment for all persons within their group.
- 14.12. If you pay a travel agent, money is held at all times on behalf of Lions Rugby Travel.

### 15. INCREASED CHARGES

- 15.1. We will absorb any cost increase equivalent to 2% of the price of your package except for any increases in taxes. If the cost of your package increases by more than 10% we reserve the right to cancel your package. The price will not increase within 30 days of your departure.
- 15.2. Before we cancel your package, we will contact you to discuss whether you wish to pay an additional amount to maintain

your package or transfer to an alternative package of an equivalent price to that which you have already paid (if available). If you choose to cancel, you will receive a full refund of all monies paid, except for any amendment charges already incurred. You will have 7 days from the date we contact you regarding the price increase to decide what to do.

- 15.3. Except as provided in this section, we will not increase your package price unless you decide to alter the contents of your package.

### 16. WHAT IS NOT INCLUDED IN THE PRICE

- 16.1. Your Confirmation Letter/Email will specify what is included in the price of your package.
- 16.2. The following are not included in any package price unless specified and you should budget for these expenses accordingly: non-UK or Ireland Visa applications, destination airport departure taxes, early check-in, United States ESTA application fees, inoculations, transport to and from your UK departure point, transport to and from our special events, insurance,

portage, car parking, excursions, gratuities, internet access, excess baggage costs, baggage storage, meals, snacks and beverages. This is not an exhaustive list – if it is not in your Confirmation Letter/Email it is not included in your package.

## 17. SINGLE ROOM SUPPLEMENT

- 17.1. All our rates and charges are calculated on the basis of two people sharing a room. All bookings for single room occupancy, (which may include a single bed only) or odd number group bookings will be subject to our single room supplement unless we agree otherwise in writing

## SECTION 4 – CHANGES & CANCELLING YOUR BOOKING

### 18. AMENDING YOUR BOOKING

- 18.1. If, after you have received your Confirmation Letter/Email, you wish to change your travel arrangements in any way, we will do everything reasonable to make these changes but it may not always be possible.
- 18.2. Any request for changes must be made in writing by the Lead Booker.
- 18.3. You will be required to pay an administration charge of (£25) per person per change, and any further cost we incur or charge in making this alteration.
- 18.4. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.
- 18.5. Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements requested to be changed.
- 18.6. Suppliers may charge us for making your amendments and if they do we will pass these charges on to you. These charges are in addition to our administration charge and we will notify you of this charge prior to incurring it.
- 18.7. Subject to clause 18.5, if the size of your group reduces, then we will recalculate the cost of the package for those who are still going. If this change creates an odd number within your group then you will have to pay a single room supplement.
- 18.8. Amendments to products and services that do not form part of your package will be subject to the terms and conditions applicable to those products and services.
- 18.9. Please note all communications to our suppliers must be through us and you agree not to contact them directly.

### 19. CANCELLING YOUR BOOKING

Cancellation by you:

- 19.1. You may cancel your package at any time prior to the start of your trip subject to the cancellation charges set out in *Section 1 – Important Information*.
- 19.2. Written notification from the Lead Booker must be received at our offices to cancel a package. Since we incur costs in cancelling your package arrangements:
- we will retain the non-refundable deposit you have already paid us; and
  - where the non-refundable deposit you have paid is less than the cancellation charge; you will be required to pay the difference as well as any other costs which we are committed to with our suppliers for your booking that are non-refundable.

- 19.3. If you choose not to receive part of the services you have booked or you finish your stay or trip part way through you will not be entitled to a refund for the products and services that you do not utilise.
- 19.4. If you have made a group booking and wish to cancel part of the package for a person(s) within your group but the remainder of the group still intends to travel, then the cancellation charges will apply as above but in relation to the pro rata total package cost attributed to that person(s). If this change creates an odd number within your group then you will have to pay a single room supplement.
- 19.5. The cancellation charges or retention set out will be applied regardless of the reason for cancellation. However, if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer.
- 19.6. When you opt for upgrades or other special arrangements we may commit money on your behalf with the end supplier. Often the end supplier will require us to pay a non-refundable deposit and balance payments to secure these. If you cancel a package and we cannot recover the monies from the end supplier for these arrangements we will charge this amount to you or deduct this from any refund in addition to the cancellation charges set out in the relevant terms applicable to that additional element. Cancellations for events and other additional products or services are dealt with in the relevant additional product or service terms.
- 19.7. If you cancel your package and we are able to offer it for re-sale, your package will not be deemed to be re-sold until the remaining inventory of all identical and/or similar packages as at the date of cancellation have been sold first.

Cancellation by us:

- 19.8. In very rare circumstances we may have to cancel your booking, your travel arrangements or an event. For example, if the minimum number of clients required for a particular travel arrangement or event is not reached, or there is something that happens that is outside of our control (e.g. a natural disaster in the country of travel) then we may have to cancel your package.
- 19.9. We will not cancel your travel arrangements less than 5 weeks before your departure date, except for reasons of force majeure (for example a natural disaster or any other circumstance outside our reasonable control), failure by you to pay the final balance or if you are in serious breach of these Booking Terms.

- 19.10. If we cancel your package (other than for non-payment of your package instalments or for a serious breach of these Booking Terms), you can accept an offer of an alternative package of comparable standard from us, if available, (we will refund any price difference if the alternative is of a lower value) or you may have a refund of all monies paid (less credit card charges and insurance premiums).

- 19.11. If it is necessary to cancel your travel arrangements, other than for reasons outside of our control or your failure to pay, we will pay to you compensation equivalent to the relevant level set out as follows:

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

- 19.12. In all cases insurance premiums, credit card and American Express card charges will not be refunded.

### 20. IF WE CHANGE YOUR PACKAGE

- 20.1. We make arrangements for your package a long time in advance. Given this lead in time we may have to make changes to your arrangements and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date.
- 20.2. However, if we make a 'major change' to your package, 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 package and receiving a full refund of all monies paid.

If you chose (a) or (b), we will reduce the price of the package(s) booked with us on the scale shown below. If you chose (c), we refund any money you have paid to us and where you are advised of the change within five weeks of departure, we will pay compensation on the following scale:

Period Before Departure	Compensation per full paying passenger		
	Option A and Option B		Option C
	Package Price		
	£0 - £250	Over £250	
More than 42 days	NIL	NIL	NIL
29 - 41 days	£15	£20	£10
15 - 28 days	£20	£25	£15
9 - 14 days	£25	£30	£20
0 - 8 days	£30	£35	£25

A compensation payment discharges all our liabilities to you and by accepting it, you agree to waive any other rights you may have.

In all cases, except where the major change arises due to reasons of force majeure (natural disasters, strikes or other reasons) which we cannot control, we will pay compensation as detailed in the above.

- 20.3. 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.
- 20.4. We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. 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, match fixture or scheduling changes, epidemics, pandemics and unavoidable technical problems with transport.
- 20.5. Changes to events, additional services and excursions will be separate to your package and will not require us to pay you compensation.
- 20.6. A major change before departure includes a change of:
- UK departure airport (excluding a change of London airports); or
  - Outward departure time or overall length of your holiday of twelve or more hours on a package of fourteen days duration, or twenty-four or more hours on a package of twenty-one days duration (this only applies once we have confirmed your final itinerary to you specifying your flight time).

- 20.7. A major change does not include a change:
- (a) of travel service provider;
  - (b) of the type/method of transportation (for example, coach to train, coach to plane and vice versa);
  - (c) to, or cancellation of, an event you are attending;

- (d) to match venues for a match which you are due to attend;
- (e) to scheduled match dates and times to which we are providing tickets;
- (f) to additional elements such as insurance or excursions; or
- (g) of hotels if the new hotel is of the same or a higher standard.

## 21. CANCELLATION OF THE MATCH

- 21.1. 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.
- 21.2. Tickets are sold subject to the relevant Event's ticket terms & 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 match to which you are due to attend is cancelled, we will refund you the face value of your match ticket to the extent that we receive a refund from the ticket issuer. Your package will be unaffected by the match cancellation and we will continue to provide you with these services.

## SECTION 5 –YOUR PACKAGE

### 22. YOUR PACKAGE

- 22.1. Your package includes those products and services confirmed to you in our Confirmation Letter/Email. If you purchase additional products and services for example, insurance, they do not form part of your package and will be governed by separate terms and conditions. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of the provision of the services by the operator.

- 22.2. We do not guarantee that we can make special amendments to our packages. If we are able to make special arrangements for you we will charge you for any additional cost we incur plus a reasonable administration charge. As special arrangements will be specifically made for you we are unlikely to be able to resell them if you cancel. Therefore we cannot provide a refund or compensation if these are cancelled.

- 22.3. Your package is not transferable unless we agree otherwise and confirm this in writing. You must not sell, or advertise for sale, your package, or any part of it (including the tickets, entry to special events etc.), to another person, company or organisation. If you breach this obligation the ticket issuer may cancel your tickets and we reserve the right to cancel your booking (without liability to you) and retain your money or refuse to transfer your booking. Nothing in this clause is intended to exclude or limit your statutory rights in relation to your package.

### 23. PRIORITY ACCESS PASS EVENT, EVE OF MATCH EVENTS & GALA DINNERS

- 23.1. If you have used your Priority Access Pass during the three week priority window the Priority Pass Holder will be invited to a special Priority Access Pass event. This Priority Access Pass event will take place at a time, date and location to be arranged prior to the start of the Tour.
- 23.2. If entry into one of our eve of match events is included in your Confirmation Letter/Email we will confirm the details of your attendance and the event inclusions in your final itinerary or event documentation.
- 23.3. If you have purchased an invite to our Gala Dinner you will be able to attend our Gala Dinner.
- 23.4. You 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 Priority Access Pass Event, an eve of match event or Gala Dinner there is no refund or cash alternative available. Your right to enter the Priority Access Pass Event, an eve of match event or Gala Dinner is not transferable and is at our discretion.

- 23.5. If we are prevented from holding the Priority Access Pass Event, an eve of match event or Gala Dinner for reasons outside of our control then no refund will be payable.

- 23.6. At our Priority Access Pass Event, eve of match events and Gala Dinners we are fortunate to gain privileged access to celebrities 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 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 Priority Access Pass Event, eve of match event or Gala Dinner. Still photography is permitted.

- 23.7. The celebrities or players in attendance at an event are at the complete discretion of Lions Rugby Travel 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 of an event may change due to reasons outside of Lions Rugby Travel's control. We will not be liable for the cost of any arrangements you have made which you no longer require.

- 23.8. Celebrities or players in attendance at the Priority Access Pass Event, an eve of match event or Gala Dinner 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 Lions Rugby Travel and/or British Lions Designated Activity Company or their commercial partners.

- 23.9. Photographers and film makers will be in attendance at the event and may capture your image. It is a condition of entry into the event that you and your group consent to use and publication of your image and likeness by us for whatever purpose we see fit (including marketing purposes).

- 23.10. Transport to and from the Priority Access Pass Event, an eve of match event and Gala Dinner is your own responsibility and is not provided as part of any package unless otherwise stated in your Confirmation Letter/Email and/or itinerary.

### 24. ENTRY INTO ATTRACTIONS

- 24.1. If your package includes admission tickets for an attraction, day out, performance or show, such tickets will be subject to the ticket issuer's terms and conditions in addition to the venue's terms of entry.

- 24.2. Once tickets are sent to you these cannot be replaced if lost, stolen, damaged or defaced after delivery.

- 24.3. There are no cash refunds available if you do not use your admission tickets.

### 25. SUPPORTER VILLAGES

- 25.1. If pre-match entry into one of our Supporter Villages in Auckland or Wellington is included in your Confirmation Letter/Email we will confirm the details of your attendance in either your final itinerary or supporting documents. We may or may not provide some food and drink for you at these events but make no promise as to how much. You will be required to comply with the venue operator's terms of entry. If you are unable or choose not to attend a Supporter Village there is no refund or cash alternative available. Your right to enter a Supporter Village is not transferable and is at our discretion.

- 25.2. If we choose to cancel one of these Supporter Villages we will refund you £100 per person for the event or provide you with an alternative event. If we are prevented from holding the event for reasons outside of our control then no refund will be payable.

### 26. ESCORTED TOUR

- 26.1. If your tour is confirmed as "Escorted" this means that you will be accompanied by a member of our staff (or such other representative as we see fit) during key stages of your tour such as arrival to your destination or checking into a new hotel. It also means that our representatives will be available for a set period of time on days notified to you in advance in your hotel to support you as required. We will also operate a 24 hour helpline for the duration of your tour.

- 26.2. We know you like to enjoy your own time as well as spending time with your fellow travellers. As such "Escorted" does not mean that we will supply a tour leader or that our representatives will be with you

for every hour of every day or will accompany you on all of your activities.

### 27. FLIGHT & TICKET PACKAGES

- 27.1. Our Flight & Ticket Packages include a return flight as well as the tickets to the matches that form part of your package. These tours are designed to give you the flexibility to make your own plans in New Zealand. These are not Escorted or accompanied tours and do not include hotel or other accommodation, any transfers or other travel, internal flights, luggage handling, fuel, parking, excursions, insurance, food or beverages. This is not an exhaustive list and if it is not listed in your Confirmation Letter/Email you will have to pay for it yourself. We will also operate a 24 hour helpline for the duration of your tour.

### 28. SUPPORT

- 28.1. Most of our hotels are staffed by us for a set period of time each day to support you as required, but we do not guarantee this will be the case.
- 28.2. We will also operate a 24 hour emergency telephone helpline for the duration of your package.
- 28.3. You acknowledge that we will not supply a tour leader. Our representatives will not be with you for every hour of every day and may not be present on your transportation.

### 29. MERCHANDISE

- 29.1. Where your package includes merchandise you will be required to submit your sizing choices for you and your group before the deadline date which we will notify to you in writing.
- 29.2. Please note that sizing varies from provider to provider. 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.
- 29.3. 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 we will provide you with a replacement 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.



## SECTION 6 - ACCOMMODATION

### 30. ACCOMMODATION

- 30.1. There is an optional uniform hotel grading system in New Zealand which accommodation providers can choose to voluntarily sign up to. Accommodation may therefore be given a Qualmark grading (if the accommodation provided has opted to be part of the scheme) or it will be self-graded by the accommodation provider. The package and hotel rating do not have any correlation to the ticket category included in your package.
- 30.2. You acknowledge that you have been provided with sufficient information to make an assessment as to whether your accommodation is suitable for your needs, irrespective of how we have classified it. You should not rely on our classification system to infer facilities and standards of the hotel that is comparable with European Standards.
- 30.3. Your room type and configuration will be specified in your Confirmation Letter/Email but you acknowledge that a hotel can change this at their discretion and at short notice. As the hotel reserves this right in our contract with them and we do not have control over this we shall not be liable to you for any changes to your room type or configuration that are imposed on us.
- 30.4. Your accommodation will be listed in your Confirmation Letter/Email unless you have booked a package with unnamed hotels, in which case your accommodation will be confirmed to you prior to departure.
- 30.5. Breakfast (if provided) will be confirmed in your Confirmation Letter/Email. The format of Breakfast is at the accommodation providers' discretion, as such it may not be a traditional 'full English breakfast'.
- 30.6. Accommodation must be used by the persons named in your bookings. You must not allow other people to stay in your room(s). You are not permitted to change the room names at check-in and any room name change requests must be made to us prior to your date of travel.
- 30.7. Our accommodation providers will have terms of occupancy that you will be required to accept when you check-in. This may include providing a credit card pre-authorisation or providing a cash bond for guaranteeing additional spending. Individual check-in and check-out times will be confirmed in your final itinerary or supporting documents.
- 30.8. You will be responsible for any breakages damage and additional goods/services you purchase during your stay at the accommodation we provide. Your package does not include early check-in, portage, late check-out, storage charge, any room service, mini bar purchases, internet access, telephone charges, pay-tv services, parking, food or beverage or any other service charges. This means you must settle your bill before you leave.
- 30.9. It may not be possible to use loyalty cards or member schemes in connection with the accommodation. Accommodation may not be deemed to be eligible in accordance with the relevant scheme's rules meaning that awards, points or similar may not accrue in connection with the stay.
- 30.10. Please note that not all accommodation will have dining areas, bars, room service, Wi-Fi/Internet Access, safes (in rooms or on site for the secure storage of belongings are not a confirmed facility) or other services.
- 30.11. All photographs for accommodation used and information provided are for the purposes of illustration only and should not be taken to be literal representations of actual facilities, accommodations or services offered unless otherwise advised. Such information and photographs are provided to us by the accommodation service providers. Therefore we cannot guarantee its completeness or accuracy.
- 30.12. All children under 17 years of age staying at accommodation must be accompanied by an adult and must be supervised by an adult at all times.

## SECTION 7 - FLIGHTS

### 31. FLIGHTS

- 31.1. Due to the bespoke nature of the packages booked with us, we are not able to specify on the website the airline or aircraft type that we will use.
- 31.2. We will inform you of the airline (or range of airlines) we plan to use in your Confirmation Letter/Email, but we reserve the right to change airline or aircraft types at any time (see If We Change Your Package). Such changes will not be regarded as a major change for the purpose of these Booking Terms and you will not be entitled to cancel the package booked with us without paying the appropriate cancellation charges (see Cancelling Your Booking) we will confirm your airline to you prior to departure.
- 31.3. You will receive a flight confirmation letter/email from us which will specify your airline and flight times approximately 6 months before departure. These details will be reconfirmed in your final itinerary and you should check these as soon as possible as they might have been changed. Changes are not uncommon as all flights are subject to the granting of permits and licences by authorities, both in the UK and Overseas.
- 31.4. Online check-in will not be available for your flights as they are booked as part of a group allocation. You will be required to attend the airport to check-in for your flight. Further information will be provided in the supporting documentation.
- 31.5. Unless you have selected an upgrade your flight will be economy class. Due to seating configurations and other requirements, you and your group may not necessarily be sat together during your journey.
- 31.6. Excess baggage charges are the responsibility of each passenger. We shall not be liable to pay any excess baggage charges on a passenger's behalf. Any excess charges incurred will be passed onto the Lead Booker.
- 31.7. It may not be possible to use frequent flyer, other loyalty cards or member schemes in connection with the flights. The flights may not be deemed to be eligible flights in accordance with the relevant scheme's rules meaning that awards, points or similar will not accrue in connection with the flight.
- 31.8. Some flights may have to stop en-route and as factors affecting this are not always known before departure, we cannot always notify you in advance, though we will always endeavour to do so.
- 31.9. Planned flight times will be given in the various documentation you receive, though these are for guidance only and are not guaranteed.
- 31.10. Please check your final itinerary as soon as you receive it, as it will show the final timings for your flights.
- 31.11. In the event of your flight arrangements being changed or cancelled, as outlined in this section, we accept no liability for extra costs or consequential loss, arising directly or indirectly from any independent contract arrangement, between the client and a third party.
- 31.12. Please note that the captain of the aircraft has absolute authority over the aircraft and passengers at all times, when they are boarding or on board the aircraft.
- 31.13. The captain can refuse to carry anyone if they are, in the captain's opinion, unfit for any reason to travel or may pose a danger to the aircraft or other passengers.
- 31.14. If you or any person for whom you are booking is refused carriage in these circumstances, the contract with us will terminate immediately and we will have no further responsibility of liability to you.
- 31.15. Arrangements in the event of travel delay are the responsibility of the carrier.
- 31.16. You will be responsible for the cost of transfers to and from your departure /arrival airports. Subject to availability and payment of any additional cost we may be able to offer regional departures.
- 31.17. Under EU Law, you have rights in some circumstances to compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your package from us.
- 31.18. Baggage allowance varies between airlines and once we have confirmed your flights you should check what these are. You may have to pay additional charges at check in if these are exceeded.
- 31.19. There are air carriers which are banned from operating within the European Union. These are listed at [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm). Rest assured we will not be using any of these carriers on your trip.
32. CONDITIONS OF CARRIAGE
- 32.1. By making your booking you are agreeing to the carrier's general conditions of carriage which are accessible on the carrier's website. These may be updated from time to time and you must agree to the conditions of carriage to travel.
33. FLIGHT UPGRADES
- 33.1. Subject to availability and the payment of the additional costs you may upgrade your flights. Flight upgrades you pay for will form part of your original package.
- 33.2. We require payment in full for the upgraded flight element to be paid to reflect the increased cost. We will confirm all upgrades to you in writing.
- 33.3. If you cancel a package that includes an upgraded flight, we will add our non-recoverable costs from the relevant airline to our cancellation charges set out in Section 1 – Important Information and as described in paragraph 19.6 above.
34. CABIN CLASS
- 34.1. Please note that cabin class (first, business, premium economy, economy) service and experience can vary between international and domestic carriers and from carrier to carrier. Please note that a specific cabin class is not always available as an option on domestic flights. You may therefore not experience the same service and experience from your departure point to your destination and there may not be a specific cabin class option for certain sectors of your journey.
35. MULTI-SECTOR FLIGHTS
- 35.1. Please note that where your itinerary includes multi-sector flights with different airlines, those airlines luggage restrictions/allowances may not be consistent for the duration of your journey. Conditions of Carriage (which include luggage restrictions and allowances) will vary from carrier to carrier. For example, your second carrier's luggage allowance in respect of the weight of hand/hold luggage may be less than your first carrier's. These restrictions/allowances are non-negotiable and you will be required to comply with them otherwise you may be

subject to additional charges imposed by the carrier.

## 36. FLIGHT REGULATIONS

- 36.1. There are still restrictions on what you can carry onto planes or have in your hand luggage. This includes sharp instruments. For a full list please see here: <https://www.gov.uk/hand-luggage-restrictions>

- 36.2. A number of food and other products cannot be brought back into the UK from outside of the EU (or taken into New Zealand, please also see clause 45). For a full list see here [www.direct.gov.uk/dontbringmeback](http://www.direct.gov.uk/dontbringmeback). You will need to declare cash if you are entering or leaving the European Union (EU) and carrying cash of 10,000 Euros or more, or the equivalent in other currencies. You will also need to declare cash when entering New Zealand (please also see clause 45).

## SECTION 8 – TRAVEL SERVICES

### 37. TRAVEL SERVICES

- 37.1. All travel services (including all coaching, airport hotel transfers and Match Day Transfers but excluding flights and motorhomes) provided as part of a package will be subject to the travel service provider's conditions of carriage and luggage restrictions in force from time to time. 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 member of your group. Further information regarding travel services will be provided to you when available via travel documentation and hotel information boards.
- 37.2. Please arrive at least 20 minutes before the scheduled departure times for your travel service on both the outward and in bound journey sectors. Our transportation providers will only pick up and drop off at the locations specified in your Confirmation Letter/Email.
- 37.3. Seats are not reserved and as such you and your group may not necessarily be sat together during your journey.
- 37.4. We are unable to delay departure times and therefore will not be liable should you or a member of your group miss a departure time. We shall not be required to hold up a service to wait for any individual or to provide a seat on any other service if you or any member of your group do not arrive on time and miss a departure.

- 37.5. All journey times are approximate. When travelling to an event (e.g. a match), we leave sufficient time to get to that event but shall not be responsible for delays or cancellation in travel services caused by reasons outside of its direct control.
- 37.6. Your luggage entitlement will be confirmed in your final itinerary or supporting documents. 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.
- 37.7. You acknowledge that the travel service may not be a direct service to and from your destination and your journey may involve different vehicles.
- 37.8. You acknowledge that in respect of Match Day Transfers (where provided), the event organisers will operate a transport plan over which we have no control. Accordingly, you acknowledge and will make your group aware that vehicles may not be able to drop off and/or park in the immediate vicinity of the stadium and that some walking may be required or that the use of an additional park and ride facility may be required.
- 37.9. 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.

- 37.10. 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 supplier and confirm to you the arrangements available.
- 37.11. We do not permit any alcohol or food to be consumed on a travel service unless permitted by the relevant carrier. No smoking is allowed on any travel service we provide even if the travel service provider permits it.
- 37.12. We or our travel service provider may refuse boarding if you or a member of your group are deemed to be behaving inappropriately (including drunken behaviour). 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.
- 37.13. 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.

### 38. MOTOR HOMES

- 38.1. If you have requested a Motor Home rental as part of your package the providers' terms (a copy of which will be

sent to you prior to your booking – please see *Appendix 2 – Motor Home Terms*) will apply to you and by making a booking request, you agree to be bound by these terms. Please note that these terms may be updated from time to time by the provider.

### 39. MATCH DAY TRANSFERS

- 39.1. Match Day Transfers (e.g. transfers from your accommodation to the Match and back) are not included in your package unless specified in your Confirmation Letter/Email. If they are included, the times and locations of the pick-up and drop off points will follow in your final itinerary, supporting documentation or be displayed on hotel information boards. Drop off points will be designated by the event organisers over which we have no control. Match Day Transfers may be on public transport, if they are private vehicles, they may be shared with other clients. If the transfer is private, this will be confirmed in your Confirmation Letter/Email.

## SECTION 9 – TICKETS

### 40. TICKETS

- 40.1. As part of your package we will allocate you official match tickets for the matches included in your booking. Please note that the official match tickets included in your package will be the lowest category available unless otherwise stated. All tickets are supplied in accordance with the NZRU's venues ticket terms and conditions as amended from time to time, the latest version for guidance purposes can be found at *Appendix 1 – Match Ticket Terms & Conditions* to indicate the terms which are likely to be in effect. The ticket terms and conditions will be made available to you or updated prior to your departure. You are required to agree to be bound and comply with these terms and conditions. You will also inform anyone in your group that they are accepting these terms and conditions as part of your package.
- 40.2. 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. We may not be informed of such reorganisations or re-categorisations.

- 40.3. Please note that some stadiums (e.g. Hamilton and Rotorua) are not 'all-seater' stadiums meaning that spectators may be required to stand as seats may not be provided.
- 40.4. These will be officially allocated from Lions Rugby Travel's official allocation. Please note that the organisers designate Lions Rugby Travel's allocation and location of ticket categories within the stadia over which we have no control.
- 40.5. We will distribute your tickets to you in a manner that we deem most appropriate. 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.

- 40.6. If you require special mobility or accessible/disabled tickets you must inform us at the time of making your booking request. Please note that accessible/disabled tickets are very limited and special mobility arrangements at each stadium are under the control of the stadium operator over whom we have no control. Accessible/disabled tickets will be specifically confirmed in your Confirmation Letter/Email, if they are not, you will have general admission tickets.
- 40.7. 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.
- 40.8. 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.

- 40.9. Please note that kick-off times shown on the website are indicative and may change, all kick-off times are subject to confirmation and may change for reasons outside of our control.

## SECTION 10 – TRAVEL INSURANCE, ADDITIONAL PRODUCTS, VISAS & HEALTH

### 41. CONDUCT AND BEHAVIOUR

41.1. We expect you to take responsibility for your own and your group's actions whilst you are enjoying your package.

41.2. We expect all our clients to conduct themselves properly and not behave in any way which causes or is likely to cause: danger, offence or upset to any other person; or damage to property; break any law or that is generally considered unacceptable.

41.3. Any person(s) that behaves this way will be required to leave their transportation and/or accommodation and we will have no further responsibility to them including any return travel arrangements.

41.4. If we ask you or any member of your group 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.

41.5. You will be responsible for any damage or loss caused by you or any member of your group during your time away.

41.6. You must make full payment direct to the accommodation or other service supplier in respect of the damage or loss you or your group have caused. You will also be required to compensate us for any subsequent claims brought against us as a result of your actions.

### 42. ADDITIONAL PRODUCTS AND SERVICES

42.1. Unless you book and pay for additional products and services through us we are not responsible for them. If you are purchasing a third party's products or services such as an insurance policy their terms and conditions will apply. Please

note that a third party's terms and conditions may change from the time of booking their products or services.

42.2. We do not guarantee that any optional additional service or product mentioned in our brochures, on our websites or elsewhere will be available to book during your holiday and/or will operate as advertised as these services are not under our control. They may not be available for various reasons and are strictly subject to availability. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such additional product or service.

### 43. OFFICIAL HOSPITALITY

43.1. If we are able to offer official hospitality products to you as an addition to your package, the official hospitality product will be subject to the official hospitality provider's terms and conditions which will be notified to you at the time you place your booking request for the official hospitality product.

### 44. TRAVEL INSURANCE

44.1. We consider adequate travel insurance with a reputable insurance company to be essential and as such we make it a condition of our contract. If you do not take out suitable insurance from our provider we will ask you to provide an indemnity in our favour. If you refuse to provide this indemnity we will not allow you to travel.

44.2. We have been appointed by Travel & General Insurance Services Limited (Travel & General) as its appointed representative to provide you with a travel insurance quote if you request it. Travel &

General are authorised and regulated by the Financial Conduct Authority (FCA). Its FCA Register number is 304788.

44.3. If you request a quote for travel insurance from us we will send you further information on the policy. If you place an order for this policy it is important that you check that the information you provide us is accurate and complete otherwise you or a member of your group might not be covered.

44.4. If you (or a close relative) or a member of your group (or their close relative):

(a) have ever received treatment including surgery, tests or investigations by your doctor, a consultant or specialist or been prescribed drugs or medication for any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy or cancer; or

(b) have ever received surgery, in-patient treatment or investigations in a hospital or clinic or been prescribed drugs or medication within the last 12 months for any other medical conditions; or

(c) are aware of any circumstances that could reasonably be expected to give rise to a claim on this policy;

you will need to phone the insurers' Health Check phone number as additional premiums may be payable. This telephone number can be found in the information we send you. If you don't disclose this information you or the relevant member of your group may not be covered.

44.5. All quotes are subject to Travel & General's standard terms and policies. Payment will be required in full if you accept our quote.

44.6. If you cancel Travel & General's insurance it will be subject to their terms.

44.7. Generally most insurance policies apply limits and exclusions based on the cost of the travel package and your time spent abroad in any one year. It is your responsibility to check that you have adequate cover under your policy.

44.8. In addition it is your responsibility to make sure there are no exclusion clauses within your policy relating to the activities or excursions to be undertaken during the travel package.

44.9. It is your choice but we recommend that you obtain travel insurance as soon as you can after your booking is confirmed.

44.10. 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.

### 45. NEW ZEALAND ARRIVALS

45.1. New Zealand customs restrict what you can bring into the country on arrival and carry out inspections at the borders. A guide provided by the New Zealand Customs Agency is available here <http://www.customs.govt.nz/news/resources/listsandguides/documents/advice%20to%20travellers.pdf>

45.2. Departure taxes may apply to your package which you will need to budget for.

## SECTION 11 - GENERAL

### 46. OUR PROMISES

46.1. We promise you that we have selected our suppliers with reasonable skill and care.

### 47. OUR LIABILITY TO YOU

47.1. It is our responsibility to perform the contract we have with you. If you believe it has not been performed or is improperly performed by us, please let us know as soon as possible. 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.

47.2. Nothing in these General Terms excludes or intends to exclude our liability for death or personal injury caused by our negligence or our contractual liability to you under The Package Travel, Package Holidays and Package Tour Regulations 1992.

47.3. However, we will not be liable where any failure in the performance of the contract is due to:

(a) you or a member of your group (for example if you break a law in the country visited); or

(b) a third party unconnected with the provision of your package or arrangements; or

(c) unusual and unforeseeable 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.

47.4. 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.

47.5. 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 package. 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 compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all the benefit of any limitation of compensation contained in these or any conventions.

47.6. You can ask for copies of the transport companies' contractual terms, or the international conventions, from us.

47.7. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in the Cancelling Your Booking section. If any payments to you are due from us, any payment made to you by the airline and/or other third party suppliers will be deducted from the amount due from us. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel [www.caa.co.uk](http://www.caa.co.uk)

47.8. Any and all arrangements you make that are not part of your package supplied by us are your responsibility and are made at your own risk.

#### 48. WEBSITE ACCURACY

48.1. 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, essential maintenance, cleaning or lack of demand. You should also remember that the general standard of hygiene, public utilities, drainage, plumbing and services in general may not be as sophisticated as in the UK. All information published and displayed on the website, has been compiled from up to date details and we have taken the up most care to ensure fact and accuracy. There may be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance (swimming pools for example), unplanned emergency maintenance, unsuitable weather, fuel shortage, accidental damage to accommodation or other circumstances totally beyond our control. If we are advised of this we will inform you as soon as possible. The website is issued on our responsibility and does not commit any airlines mentioned therein.

#### 49. COMPLAINTS

49.1. If you have a complaint about your package or have any problems whilst you are away, please inform a Lions Rugby Travel representative as soon as possible. If you fail to follow this simple procedure 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. If your complaint or problem is not resolved whilst you are away please follow this up within 28 days of the end of your package by writing to Lions Rugby Travel 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.

49.2. 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.

49.3. 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). You can also access the European Commission Online Dispute (ODR) Resolution Platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

#### 50. NO PARTNERSHIP, AGENCY OR JOINT VENTURE

50.1. 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 Lions Rugby Travel 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 not 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 Lions Rugby Travel;

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

#### 51. GENERAL CONTRACT TERMS

##### *Waiver*

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

##### *Privacy and Data Protection*

- 51.2. We collect information about you and your group when you make your booking.
- 51.3. We collect and process this data in accordance with our Privacy Policy available on request or at [www.lionsrugby.com/tours](http://www.lionsrugby.com/tours)
- 51.4. We will update your information whenever we can to keep it current, accurate and complete.
- 51.5. We are contractually obliged to pass on your data to British Lions Designated Activity Company and the New Zealand Rugby Union for ticket management and reporting purposes. You and your group consent to us passing on this information.

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

##### *Intellectual Property*

51.7. Lions Rugby Travel, the British & Irish Lions, the New Zealand Rugby Union and the 'All Blacks' are all trademarks used under license by us. All such rights are reserved.

51.8. Nothing in these General Terms permit you to use the package you have purchased to commercially associate yourself with Lions Rugby Travel, the British & Irish Lions, the New Zealand Rugby Union and the 'All Blacks' and/or the Events or otherwise use any of the imagery or trademarks we use. You agree not to use the package as a prize or promotion without our prior written consent and acknowledge that breach of this obligation may breach the Event ticket terms and conditions.

##### *Governing Law*

51.9. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

51.10. You may however, choose the law and jurisdiction of England and Wales, Scotland or Northern Ireland if you live there and wish to do so.

**Version: 03.04.2017**





## APPENDIX 1 - MATCH TICKET TERMS & CONDITIONS

### NZR Match Tickets Terms and Conditions

All tickets issued by the New Zealand Rugby Union Incorporated ("NZR") are issued on the terms and conditions set out below ("Conditions").

1. These Conditions are deemed to incorporate the rules and regulations of the ticketer ticketing the Match and the venue at which the Match is played ("Venue"). In case of any conflict between these Conditions and such rules and regulations, these Conditions will prevail. Any person who purchases, possesses and/or uses or attempts to use any Ticket shall be deemed to have accepted, and agreed to comply with, these Conditions.

2. Tickets may only be purchased through NZR (directly or via the official appointed ticketing agents), official corporate hospitality agents and official travel agents appointed by NZR, or through any other sale or transfer mechanism authorised in writing by NZR. A full list of official appointed agents or authorised channels is available on [www.allblacks.com/tickets](http://www.allblacks.com/tickets).

3. Any breach of any Condition may, in addition to any other remedy NZR may have, and even if the holder of the Ticket did not have notice of the Condition or the breach, result in refusal of entry, eviction/expulsion from the Venue, cancellation of the Ticket and non-refund of the price of the Ticket. All Tickets remain the property of NZR. In the event of a breach of any of these Conditions, Tickets will, upon request of NZR, be delivered up to NZR. Such actions are without prejudice to other remedies which may include a fine and/or legal action.

4. Ticket Holders will be obliged, upon request, to give an explanation as to how, from whom and from where their Tickets have been obtained.

5. It is an essential condition of issuance of Tickets and the right of admission to the Match conferred on the Ticket Holder that Tickets must not be and have not been:

- offered, provided, resold or transferred for a value greater than the original sale price;
- used in relation to any promotional or commercial purposes (including any competitions, advertising, promotion or as a prize in any competition or sweepstake whether for a business or a charity or otherwise) or to enhance the demand for any other goods or services or as part of a hospitality or travel package;
- transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
- bundled with any other goods or services (including as part of any hospitality or travel package), without NZR's prior written consent.

6. Entry to the Venue will only be authorised upon presentation of a valid Ticket (one Ticket will be required for each person, regardless of age) and, upon request, proof of identity with valid photograph and signature. Ticket Holders must comply with the security protocols in place at the Venue as well as any applicable safety and security regulations. Ticket Holders leaving the Venue will not be re-admitted and no pass-outs will be permitted.

7. Entrance to the Venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving, or considered likely to behave, violently, harmfully or contrary to public order.

8. Ticket Holders agree that it is an essential condition of issuance of Tickets and the right of admission to the Match conferred on the Ticket Holder that any person at, or entering, the Venue is, without limitation, expressly prohibited from:

- holding or bringing any prohibited or restricted items (to be assessed at the discretion of stewards, security, safety personnel and/or any other persons legally authorised to take such steps at the Venue ("Authorised Persons")) including, without limitation, bottles, glass, cans, weapons, fireworks, hard cool boxes, compressed gas containers, flares, air horns, smoke bombs and flag sticks; alcohol and/or illegal substances; political, religious, offensive or race-related banners, signs, slogans or materials; and items that are dangerous, may be used as a weapon or may interfere with the enjoyment, comfort or safety of other persons or security at the Venue ("Prohibited Items");
- using, possessing or holding promotional or commercial objects and materials, engaging in any ambush marketing, gambling, conducting any commercial activity, offering (either for free or for sale), selling or possessing goods with intent to sell such as drinks, food, souvenirs, clothes, promotional and/or commercial items, without prior written approval of NZR. All such items, or other Prohibited Items, may be removed or confiscated (temporarily or for destruction) by the Authorised Persons;
- engaging in disruptive or dangerous behaviour including, without limitation propelling, throwing, casting, thrusting or firing any objects, engaging in or instigating violence, racism or xenophobia, behaving in a way that others may interpret as provocative, threatening, discriminatory, abusive or offensive, creating any threat to the life or safety of themselves or others, or harming another person in any way whatsoever, climbing lighting masts, fences, roofs and other apparatus or constructions, or standing on seats;
- entering or circulating in restricted access areas or other areas where that person is not permitted, including the playing enclosure; and
- entering or attending where that person is banned by competent authorities or sports governing bodies, from attending rugby matches, receiving Tickets, entering the Venue or remaining at the Venue.

9. Any person attending a Match acknowledges that his/her presence and/or movement in and around the Venue is at his/her own risk and that to the maximum extent permitted by law, NZR, Authorised Persons or any other relevant body cannot be held liable for any loss and/or harm, including but not limited to bodily or mental harm, personal property damage or loss, or any other loss and/or harm arising from and/or occurring during attendance at the Venue, and without limitation to the foregoing, no claim, complaint or proceeding will be brought by Ticket Holders in relation to the foregoing.

10. Ticket Holders will indemnify and hold NZR, Authorised Persons or any other relevant body harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from, or arising out of, a breach of these Conditions.

11. For the purpose of safety, security and checking compliance with these Conditions, all persons attending a Match shall, if requested by any Authorised Persons, co-operate by:

- producing a valid Ticket and proof of identity with valid photograph and signature;
- submitting to a search of possessions and/or body checks for the purposes of locating and removing Prohibited Items; and
- complying with the instructions and guidelines of such personnel.

12. Ticket Holders acknowledge that they are individually responsible for their own property and there is no storage available at Venues.

13. All sales or other issuance of Tickets is final and non-refundable unless required by applicable New Zealand law. NZR reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged, forged or is unreadable.

14. Photographs or any other recording of sound or images taken within the Venue may be used only for personal, private non-commercial purposes. It is forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, image, description, or result and/or statistics of the Match in whole or in part, or assist any other person(s) conducting such activities. Making, or distribution of, broadcasts, commentary, news reports or statistics (by any means in any format or media including any such content made, recorded or captured in still or moving form by mobile phone or other wireless device) is also forbidden.

15. Any person attending a Match:

- acknowledges that it is likely to be recorded in a number of media and publicly disseminated;
- agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness whilst at the Venue, by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies; and
- waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such broadcasting, transmission or dissemination in any media.

16. NZR reserves the right to make alterations to the times, dates and Venues of Matches or other details governed by any Ticket in the event of unforeseen or other circumstances, including without limitation, force majeure, safety and security concerns or decisions from any other competent authority. In the event of such alteration, NZR will not be liable to the Ticket Holder or any other person for any loss resulting from such change. In the event that any Match is cancelled, an adequate and proportionate refund/compensation process may be set up by NZR in its entire discretion depending on the circumstances.

17. Information about a Ticket purchaser is gathered and stored to identify the Ticket purchaser and for administration, communication, enforcement and access control purposes. The Ticket purchaser has a right of access to, and correction of, his/her personal information.

18. Any information requests should be addressed to: Ticketing Manager New Zealand Rugby PO Box 2172, Wellington, NZ

19. In the event that any provision(s) of these Conditions be declared void, ineffective or unenforceable by any competent court, the remainder of these Conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included.

20. NZR reserves the right to make amendments to these Conditions from time to time, which updated version will be available at [www.allblacks.com](http://www.allblacks.com) and, upon request, from NZR, at the address set out in paragraph 18 above.

21. These Conditions will be governed by and interpreted in accordance with the laws of New Zealand. All disputes arising from or related to these Conditions will be submitted to the competent Court in New Zealand. Nevertheless, NZR reserves the right to pursue any legal proceeding in the competent courts at the defendant's domicile.

For the purposes of these Conditions, "Ticket(s)" means a ticket/tickets giving right of entrance to a particular match at a particular Venue in accordance with the information stated thereon, "Ticket Holder" means any individual holding or who has held, a Ticket, including without limitation, the person to whom the Ticket was issued, and "Match" means the match, the particulars of which are detailed on the Ticket.

Version: 20 July 2016



## APPENDIX 2 - MOTOR HOME TERMS

### 1. MOTOR HOMES – IMPORTANT INFORMATION

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