

# TERMS & CONDITIONS

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

- 1. MAKING A BOOKING:** Simply telephone us direct to check the availability of the tour/package you require. In order to make a booking you will need to sign a booking form and return this to us together with the appropriate deposit payment (as indicated on the brochure/web page) and insurance premium, if required. The person signing the booking form will be treated as doing so on behalf of, and with the consent of, all the persons for whom the booking is made and is responsible for ensuring due payment of all monies (including any insurance premiums and cancellation or amendment charges) in respect of this booking. All travel documentation and other information regarding the holiday will be sent to the person who has signed the booking form. Deposit and insurance premiums are non-refundable and non-transferable.
- 2. PAYMENT:** A deposit plus insurance premium (if required) must be paid at the time of booking, an interim payment will be required with the balance then due 10 weeks before the date of travel. If you book within ten weeks of departure you must pay the full price plus insurance premium at the time of booking. You may pay by cheque, bankers draft or by a credit/debit card recognised by Living With The Lions Sports Travel Ltd.. Credit card fees – 1.9% , Debit cards fees – no charge. If for any reason we do not receive the balance on the due date, we reserve the right to cancel your booking and levy a cancellation charge as though there had been a cancellation in accordance with clause 5 of these Terms.
- 3. ON RECEIPT OF YOUR DEPOSIT:** We will make the necessary reservation and your deposit is accepted as part payment of the agreed costs of the booking and credited to your account. We will raise a confirmation invoice (FINAL) detailing the travel services you have booked and would ask you to check this very carefully and advise us immediately if any discrepancies are found. A contract exists between us from the date shown on your confirmation invoice. If you decide to cancel the booking upon receipt of our invoice you will need to consult clause 5 of these Terms.
- 4. IF YOU CHANGE YOUR BOOKING:** Changes can be made up to 10 weeks prior to your departure for a charge of £30 per booking, subject to availability and any extra costs incurred. If you want to make any changes within 10 weeks of your departure date these may be treated as a cancellation of the original booking, and cancellation charges as detailed in clause 5 of these Terms may be imposed.
- 5. CANCELLING YOUR HOLIDAY:** A cancellation must be made in writing by the person who completed/signed the booking form. The cancellation will take effect from the day the written cancellation is received by the company. All payments up until that date, (deposit, interim and final balance) once made are non-refundable upon receipt.
- 6. IF WE CHANGE YOUR HOLIDAY BEFORE YOUR DEPARTURE:** We plan the arrangements for holidays featured in our brochures and on the web site many months in advance and because of the nature of this tour it is likely that we will have to make changes to confirmed arrangements. We are using the services of independent suppliers such as airlines, hotels and ground agents over whom we have no direct control. We reserve the right to make changes at any time and should the change significantly alter the nature of the tour/holiday you have booked, and the revised arrangements are not acceptable to you, we will refund all monies paid, less insurance premium charges.
- 7. IF WE CANCEL YOUR BOOKING:** We reserve the right in any circumstances to cancel your holiday for any reason. For example, sales of a particular holiday may not reach a level that would be economical for us to operate a tour. In this event we will return to you all monies you have paid (less insurance premium charges), or offer you an alternative holiday of comparable standard, although if the alternative offered is at additional cost, the difference will be payable by you. However we will not cancel your holiday within 56 days of departure unless it is for a reason outside of our control - for example technical or maintenance problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, terrorist activity or cancellation of sporting fixtures or a featured tournament - in which case all monies will be refunded, less insurance premium charges.
- 8. EVENT TICKETS AND CANCELLATION:** Every sport event and its tickets are subject to their own terms and conditions. In buying this package you agree to allow LWTL to deliver you this ticket with or without an additional travel package, even if LWTL is not an official agent of this event. Tickets may be delivered at the event for reasons of security. Tickets may not be re-sold or offered as a prize to a competition or incentive. Sports fans will appreciate that the cancellation or curtailment of a major sporting fixture is an extremely unusual occurrence but can occur at very short notice. The cancellation of a fixture, the non-appearance of a player or advertised tour celebrity, or other changes are entirely outside our control and we accept no responsibility to refund, pay compensation or otherwise for changes to your booking as a result of such cancellations or changes to a sporting event.
- 9. HOLIDAY PRICE and SURCHARGES:** External forces can affect the price of your holiday and as such we will reconfirm all prices at the time of booking. Once you have paid your deposit we guarantee not to increase the cost of your holiday except in the following circumstances where surcharges may apply; currency fluctuation, government action, airport charges (including fuel) and increases in scheduled airfares. In the event of a surcharge being levied, a surcharge invoice will be sent out detailing the charges due. In such cases, we will absorb an amount equivalent to 2% of the holiday price at the time of booking, which excludes insurance premiums and any amendment charges referred to in clause 4 of these Terms. Only amounts in excess of this 2% will be surcharged, but where a surcharge is more than 10% of the holiday price you will be entitled to cancel your holiday with a refund of all monies paid, less any premium paid to us for insurance premiums and modification charges. Should you decide to cancel because of this, you must exercise your right to do so in writing within fourteen days of the date printed on the surcharge invoice. All holiday prices are quoted in pounds sterling using commercial rates of exchange.
- 10. TRANSFERRING OF BOOKINGS:** If you are unable to travel, in certain circumstances which we consider reasonable (In our absolute discretion), we may allow you to transfer your booking to another party. However the arrangements must remain EXACTLY the same, and will only be allowed if all suppliers agree to the change and are prepared to accept the transfer. In cases where a transfer is allowed, an administration charge of £75 per person outside 70 days of departure, and £125 per person inside 70 days of departure, will be made plus any charges that may be levied by our suppliers.
- 11. INSURANCE:** As a condition of booking you are required to take out our comprehensive travel insurance for yourself and those for whom you are booking or to arrange a policy yourself offering comparable or better cover under all sections. Insurance premiums will be automatically added to your invoice unless your alternative insurer is clearly indicated on your booking form.
- 12. BEHAVIOUR:** If, in the opinion of our company representative/escort/tour manager, your behaviour or the behaviour of anyone in your touring party is such that it is likely to cause distress, damage, danger or annoyance to our customers, employees, property or to any third party, we reserve the right to terminate all arrangements immediately without refund.
- 13. FLIGHTS:** Our flights may not be allocated on booking. The flight timings given in our literature are correct at the time of publication but are subject to alteration by the various foreign and UK airport scheduling committees for operational reasons. Planned flight times/ flight numbers and aircraft types will be given in the documentation is for guidance only. Please check your flight tickets as soon as you receive them, they will show the final timings for your flights.
- 14. YOUR FINANCIAL PROTECTION:** When you buy an ATOL protected air holiday package from us you will receive a Confirmation Invoice confirming your arrangements and your protection under our Air Travel Organiser's Licence. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)
- 15. DEALING WITH COMPLAINTS:** In the unlikely event of there being something not to your liking whilst you are on holiday, you must tell your Living With The Lions Sports Ltd. representative or our appointed agent (preferably in writing) immediately who will try to solve the problem there and then. Unless there is a valid reason why your complaint is not reported in this manner, we will not consider ourselves liable in respect of those complaints. If the problem cannot be resolved in resort, you must send us a written complaint to reach us within 28 days of the end of your holiday in order that we can investigate fully. We will not accept liability for any claims received outside this period. We certainly hope that we can settle any holiday complaints amicably; however should this prove not to be the case you may refer any dispute relating to this contract to an arbitrator appointed by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration, on documents alone, with restricted liability of the client in respect of costs. The scheme does not apply to claims for an amount greater than £1500 per person or £7500 per booking form, or to claims that are solely or mainly in respect of physical injury or illness, or the consequences of such injury or illness. An application for arbitration must be made within nine months of the date of return from the holiday.
- 16. OUR RESPONSIBILITY TO YOU:** We will accept liability for matters that arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts/omissions by our employees or agents. Further we will accept liability for any negligent act or omission of our suppliers whilst they are acting within the scope or in the course of their employment to provide any service or arrangement forming part of the holiday that you have booked with us, including any claim involving death, personal injury or illness. In respect of carriage by air, sea and rail and the provision of accommodation, our liability in all cases will be limited in accordance with the relevant international conventions. It is important to note that travel with a particular carrier will be subject to the conditions of carriage of that carrier, some of which may limit or exclude liability. Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. Living With The Lions Sports Ltd. has no control over such decisions, and is therefore unable to accept responsibility for them.
- 17. JURISDICTION:** Your contract is governed by English law and each party shall be subject to the exclusive jurisdiction of the English courts. Please note that if any part of these booking conditions is found to be invalid or unenforceable, then the remainder of these booking conditions will not be affected but will remain valid and enforceable.