

# Booking Conditions



We set out below an explanation of the conditions that apply when you book a holiday with us. It is important that you read these conditions as, together with the information in our brochure, they not only define our obligations to you but also impose some important commitments upon you. Your Contract is with Sporting Highlights Ltd.

## 1. Your holiday contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions which are governed by English Law and any dispute will be dealt with by the English Courts. If however you have booked your holiday in Scotland or Northern Ireland any disputes may be dealt with by the local courts in Scotland or Northern Ireland and will be subject to the law of those countries.

Once you have received your confirmation invoice, it is your responsibility to check that the information and booking details, including the spelling of all passenger names, as stated on your invoice are correct. Should there be any corrections, please notify us within 7 days of receipt of your invoice when no charge will be made for these changes. However, if we are advised of any changes after 7 days, an administration fee of £25 per change will apply.

(If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them, please return all documentation to us or to your travel agent, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.)

## 2. Your financial protection

We provide full financial protection for our package holidays. When you buy an ATOL protected air holiday package from us Sporting Highlights Ltd, you will receive a Confirmation Invoice confirming your arrangements and your protection under our Air Travel Organiser's Licence number 9206. 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)

## 3. Holiday price

Once you have paid your deposit, we guarantee not to increase the cost of your tour except in the following circumstances, where surcharges will apply; currency fluctuation, government action, airport and fuel surcharges. However, there will be no charge within 30 days of your departure. In the event of a fuel surcharge being levied, and updated Confirmation Invoice will be sent detailing the charges due. In such cases we will absorb an amount of 2% of the holiday price at the time of booking, excluding any amendment charges. Amounts in excess of 2% will be surcharged but where a surcharge is more than 10% of the holiday cost, you will be entitled to cancel your tour with a refund of all monies paid, except amendment charges. Should you decide to cancel because of this, you must advise us in writing within 14 days of the date printed on the amendment invoice. Should the price of your tour go down due to the changes mentioned above, by more than 2% of your tour cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. All tour prices are quoted in pound sterling using commercial rates of exchange.

## 4. Paying for your holiday

When you make your booking you must pay the deposit amount per person as indicated on the booking form. The balance of the price of your travel arrangements must be paid at least 70 days before your departure date. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit. All monies you pay to the travel agent are held by him on your behalf until we issue our confirmation invoice. After this the travel agent holds the monies on our behalf.

## 5. The Package Travel, Package Holidays and Package Tours Regulations 1992 ('The Regulations')

(a) The Regulations impose various legal requirements on us in relation to packages. Any travel arrangement you book with us in the UK before your departure we will accept as being a package. These conditions are designed to reflect the Regulations.

(b) The Regulations particularly impose constraints on the extent to which we can change or cancel your package and impose consequences for any change or cancellation by us. They also require us to accept certain liabilities should something go wrong with your package. In the conditions dealing with changes or cancellations by us and with our liability should something go wrong with your package, we only detail those areas where we are given discretion by the Regulations. You must accordingly read these conditions in conjunction with the Regulations, a copy of which can be obtained from any branch of The Stationery Office.

(c) Excursions or other tours that you may choose to book or pay for through an independent third party while you are on holiday are NOT packages and are not governed by the Regulations. Therefore, unless you suffer personal injury or death caused by our negligence we do not accept any liability for any loss or damage you may suffer from any excursion booked through a third party. Any arrangements made while you are actually on holiday and which are not made through us are those for which we do not have any responsibility or liability.

## 6. If you change your booking

Once a contract exists between us, you may wish to change your travel arrangements. For example, your chosen dates of travel, accommodation etc. and we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £25 per booking form and any further cost we may incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible.

### Notes:

(i) Certain travel arrangements (e.g. Apex tickets) cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation charge of that element of your travel arrangements.

## 7. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be made and the cancellation will be effective from the date it is received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown on the next page. It should be noted that any additional deposit paid for confirmation of a holiday addition, flight upgrade, or certain tailor-made packages will be included in the scale of cancellation charges detailed at the foot of the following page. Should cancellation occur more than 70 days from departure, the cancellation charge will, therefore, be loss of deposit plus this additional payment.

### Notes:

(i) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

(ii) If one person participating in a twin or triple share arrangement should cancel and no alternative share can be found, whether arranged by us or by yourselves, the remaining participants would then be required to pay the relevant single supplement or forfeit the triple reduction.

## 8. If we change or cancel your holiday

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor, and we will advise you or your travel agent of them at the earliest possible date. Routings and itineraries can be affected by adverse weather, road closures or other reasons and may be varied accordingly. Cruise lines may make alterations to itineraries at any time over which we have no control. We shall endeavour to advise you of these changes as soon as we are aware of them. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular holiday is not reached, we may have to cancel it. We will not cancel your travel arrangements less than 56 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable or superior standard from us, if available, at no extra cost to you. Alternatively, if you choose to accept a holiday of lower quality, we will refund you the difference in holiday price. If it is necessary to cancel your travel arrangements, we will pay you compensation as set out in the table on the next page. However, the compensation that we offer does not exclude you from claiming more if you are legally entitled to do so.

Please note that carriers such as airlines may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard, closing of hotel facilities for improvement or emptying a swimming pool for cleaning if alternative facilities are available nearby.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements which shall be of equal or superior quality from us if available or cancelling your booked holiday and receiving a full refund of all monies paid plus compensation. In all cases, except where the major change arises due to reasons of force majeure, we will also pay compensation as detailed in the table on the next page.

**Major Change** - This means that there has been a significant change of resort, a change of accommodation to that of a lower category, a change of flight time of more than 12 hours, changes to routings, a change to destination airport and a change of departure airport (except between London airports). Please note that these are examples only and there may be other changes which are considered major.

**Force majeure** - This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way due to unusual and unforeseeable circumstances beyond our control the consequences of which could not have been avoided even if all due care had been exercised which includes: war, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire, adverse weather conditions, epidemics, health risks, technical problems with transport, closed or congested airports.

## 9. If you have a complaint

If you have a problem or cause for dissatisfaction, please inform the relevant supplier, for example the hotel, the transportation company or local representative (if applicable). This allows us the opportunity to put things right on the spot. If you remain dissatisfied you must contact our UK out of office number on **+44 07715 174017** in order that we are allowed the opportunity to find a reasonable solution. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our representative WHILST IN THE

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RESORT and you must confirm your complaint in writing to the persons set out above. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department giving your booking reference and all other relevant information, keeping your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this contract.

## 10. What happens to complaints

We are proud of our high reputation for customer satisfaction and strive to reach amicable settlement of the small number of complaints we receive. It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes to do with this contract that cannot be settled amicably may, if you wish, be referred to arbitration.

## 11. Our liability to you

- (i) We accept responsibility for ensuring that the travel arrangements that you book with us are supplied as described in this brochure. If any part of these travel arrangements is not provided as promised, we will pay you appropriate compensation if this has affected your enjoyment of your travel arrangements. Except for our liability referred to in paragraph (ii) below, our liability in all cases shall be limited to a maximum of twice the cost of your holiday.
- (ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, or suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment, in the provision of your travel arrangements. We will accordingly pay you such damages as might have been awarded in such circumstances under English Law or the law you have chosen under paragraph 1 above, except where such failure (referred to in paragraph 11(i)) or death, injury or illness (referred to in paragraph 11(ii)), is not our fault or of that of our suppliers because:
  - a) such failure is attributable to you or a member of your party;
  - b) such failure is attributable to a third party unconnected to the services provided to you; or
  - c) such failure is due to:-
- (iii) unusual and unforeseeable circumstances beyond the control of the party by whom this exception is pleaded, consequences of which could not have been avoided even if all due care had been exercised; or
- (iv) an event which the other party to the contract or the supplier of services, even with all due care, could not foresee or forestall.
- (v) In respect of travel by air, sea and rail and the provision of accommodation, our liability will 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 in respect of travel by air, the Athens Convention in respect of travel by sea and the Berne Convention in respect of travel by rail and the Paris Convention in respect of the 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 benefit of any limitation of compensation contained in these or any conventions. Copies of the transport companies' contractual terms, or the international conventions can be obtained on request.

- (iv) Under EU law 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 of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases is the responsibility of the airline and 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 clause 8. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6060 www.auc.org.uk.
- (v) If we make a payment to you in respect of death, injury or illness then you are expected to transfer to us the rights you have to take action against a supplier, employee or any other person. This is so that we can claim back from the supplier or employee any of the payments we have made to you. If we recover from the supplier or employee more than the amount we have paid to you we will pay the additional amount to you.
- (vi) If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs and benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or to any one booking form to £5,000.

## 12. Your responsibilities

- (i) Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.
- (ii) You must be responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your holiday or, if newly diagnosed, before date of departure. We can only accept your booking upon the clear understanding that we cannot be liable if you do not inform us of such a condition and an airline refuses to accept you or any member of your party as a passenger.
- (iii) You must be responsible for the behaviour of yourself

and your party. We reserve reasonable discretion to refuse your booking or to remove you or a member of your party from any tour or holiday, if your demeanour or behaviour, or that of a member of your party, is disruptive, dangerous or annoying to other people. No refund or payment of any costs incurred by you will be made by us under these circumstances.

## 13. Insurance

Insurance is not included in the cost. You must ensure that you have adequate insurance cover for the sport or activity you are taking part in and a copy of the policy must be forwarded to Sporting Highlights Ltd, along with the Insurance Information Form exonerating Sporting Highlights Ltd from all responsibility in this regard.

Should you while on holiday choose to take part in any activity (e.g. hang gliding, hot air ballooning, white-water rafting, etc.) which can be deemed as being of a hazardous nature, it is essential to ensure that cover is provided under the terms of your travel insurance. The organisers of some adventure activities that you may choose to take part in whilst on holiday may request you to sign a waiver of their liability for risks involved. We must draw your attention to the fact that by signing such a document you may well lose any rights to claim for damages in respect of death, injury, or loss of or damage to property even if negligence on the part of the activity organiser is proven to have occurred.

Local representatives are instructed not to act as agents in booking any alternative activities other than those approved by us. Any assistance they may offer at your request does not imply they have acted as an agent or that these activities have been approved and are offered for sale by the company.

## 14. Data protection act

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. However, we must pass the information on to the relevant suppliers of your arrangements such as airlines, hotels, transport companies, etc. The information may also be provided to public authorities such as cruise lines for customs/immigration purposes if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in this country. We will not, however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot process your booking. In making your booking, you consent to this information being passed on to the relevant persons.

Note: We are committed to the on-going training of our staff and, on occasions, this may involve the recording of telephone conversations.

Period before departure within which notice of cancellation or major change is received.	If we make a major change to your holiday	If we cancel your holiday amount you will receive from us	If you cancel your holiday amount of cancellation charge
More than 70 days	£Nil	Deposits only	Deposits only
70 - 56 days	£25	100% of holiday cost + £25	50% of holiday cost
55 - 45 days	£35	100% of holiday cost + £35	70% of holiday cost
44 - 35 days	£40	100% of holiday cost + £40	90% of holiday cost
Less than 35 days	£50	100% of holiday cost + £50	100% of holiday cost