

BOOKING CONDITIONS



SPORTS TOURS

Your contract is with SPORTS EXECUTIVE TRAVEL LTD, a member of ABTA.

1. Your Holiday or Tour 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. At the time of booking, you must make the payment referred to in clause 4 (2). Subject to the availability of your chosen arrangements, a contract will exist as soon as we issue our Confirmation Invoice. In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as applicable. "We", "us" and "our" means Sports Executive Travel Ltd.

If any information given on the Confirmation or any other document appears to be incorrect or incomplete, you must immediately inform us, as it may not be possible to make changes later. We regret that we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out (or five days for tickets).

This contract is made on the terms of these booking conditions. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under the ABTA Arbitration Scheme (if the Scheme is available for the claim in question and you wish to use it – see clause 3) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law 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 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 8 weeks of travel.

If you have any special requests, these must be clearly expressed on your booking form. We will do our best to meet them, but we do not guarantee that they will be met unless we specifically confirm this in writing. We do not accept any booking that is conditional on the fulfilment of a special request. If any of your group has particular medical condition or disabilities which may affect your tour or holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. Where we cannot reasonably meet such needs, we reserve the right to either decline the booking or cancel it when we first become aware of the details.

2. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay us for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL number 6079 administered by the Civil Aviation Authority and a bond held by ABTA.

3. ABTA

We are a member of ABTA, membership number W861X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We are proud of our strong reputation for customer satisfaction and strive to reach amicable settlement of the very 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 an arbitration scheme which is

arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

Further information on the Code and arbitration can be found at <http://www.abta.com/heretohelp.shtml>

4. The price of your holiday or tour

- 1) We reserve the right to alter and correct errors in the prices of any of the tours and holidays shown in our brochure at any time before your booking is confirmed. You will be advised of the current price before your contract is confirmed.
- 2) When you make your booking you must pay the deposit requested per person – our events, tours and products have varying deposit amounts and payment schedules. The balance of the price of your travel arrangements must be paid when indicated on the Confirmation Invoice, and in any case, must be received by us at least 8 weeks before your departure date. If booking on or after the applicable balance due date, full payment must be made at the time of booking. If the deposit and/or balance are not paid in time, we are entitled to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. We do not send reminders of when payments are due.
- 3) Please note that you must make each payment required by your schedule in the form of only one cheque, card payment or electronic transfer. We cannot accept individual payments from members of your group, due to the high cost of processing and banking them. If you insist on making payment using multiple cheques, we reserve the right to charge you £5 for each such cheque.
- 4) The price of your travel arrangements was calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies' on 16 June 2009 in relation to the following currencies: Euro 1.1834; US Dollar \$ 1.6438; Can Dollar \$ 1.859; SA Rand 13.148; Aus \$2.053

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your holiday.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded

the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. You must inform us within 14 days of the date of the Surcharge Invoice if you want to cancel or change your holiday, otherwise we are entitled to assume that you will pay the surcharge.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to a decrease in any of the costs mentioned above by more than 2% of your holiday 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. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

5. If You Change Your Booking

Name Changes:

- (a) Coach Tours: Any name changes notified to us in writing less than 8 weeks before departure must be accompanied by a payment of a £5 administration charge. Name changes notified to us in writing prior to 8 weeks will not incur a charge.
- (b) Air Tours European and Worldwide: We will request name details at the time of securing your flight seats. This is often at an early stage of the booking. Once the airline have received and processed the names, any subsequent amendments or name changes will carry a minimum charge of £10 and any further cost we may incur in making this alteration. This charge will be passed to the group and must be paid for prior to the issue of the amended tickets. Most airlines do not allow name changes after tickets have been issued or in the case of some carriers (Easyjet or Ryanair etc.) once names have been received. In this instance the charge is usually the full cost of the flight. If your invoice settlement is overdue at the time of requesting a name change this must be paid in full before the change can be made. For all name changes, where a change can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with the applicable amendment fee as stated above must be paid before the transfer can be effected.

IMPORTANT: For groups travelling by air it is the responsibility of the group leader to ensure that names are exactly as they appear on the passport with no abbreviations.

All other changes:

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, 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. You will be asked to pay an administration charge of £10 per paying passenger affected and any further cost we 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 contact us as soon as possible.

6. If You Cancel Your Holiday or Tour

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be given 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 shown in clause 7 below. 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 below. Should cancellation occur more than 56 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 from your insurance company (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. (iii) Where a cancellation of a paying passenger reduces the group size to below that on which their tour was originally priced, or on which any free places were based, we will recalculate the costs and re-invoice you.

7. If We Change or Cancel Your Holiday or Tour

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 of them at the earliest possible date.

Any flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your Confirmation Invoice. However, the actual flight times will be those shown on your Final Tour Details document or tickets, which will be dispatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched – we will contact you as soon as possible if this occurs.

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 travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 8 weeks before your departure date except for reasons of force majeure or failure by you to pay the final balance. If we have to cancel your confirmed booking, we will offer you the choice of a refund of all monies paid to us for your booking or, subject to availability, alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value) if there is time to do so before departure. If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause. However, compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. We will do this as soon as reasonably possible after this information is available to us. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the following provisions of this clause will apply on the basis that the change is a significant one.

Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Except as set out above, 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 of a swimming pool for cleaning etc if alternative facilities are nearby.

Sporting Fixtures: We go to great lengths to ensure the reliability and success of every sporting fixture we arrange. While we take every possible step to prevent tour fixtures suffering last minute cancellations, in a very small minority of cases, this can happen. Unless a cancelled fixture is the only fixture of a one-fixture tour and has been cancelled for reasons other than force majeure, we cannot be held responsible for this and it will be considered a minor change. Cancellation of the only fixture on a one-fixture tour for reasons other than force majeure will be considered a significant change.

Significant 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, substantial changes to routings or itineraries, the cancellation of just one fixture (for reasons other than force majeure) where the booked tour itinerary includes just one fixture, a change to destination airport and a change of departure airport (except between London Stansted, Luton, Heathrow & Gatwick airports). Please note that these are examples only and there may be other changes, which are considered significant.

If we make a significant change to your holiday, we will inform you as soon as reasonably possible if there is time to do so before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel 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 booked holiday and receiving a full refund of all monies paid. In all cases, except as set out below, we will pay compensation as detailed below:

Period before departure within which notice of cancellation or major change is received by us or notified by you.	If WE make a major change to your holiday	If WE cancel your holiday, the amount you will receive from us:	If YOU cancel your holiday, the amount of the cancellation charge:
More than 56 days	£Nil	Deposit only	Deposit only
56 - 43 days	£3	100% of holiday cost + £3	50% of holiday cost
42 - 29 days	£4	100% of holiday cost + £4	70% of holiday cost
28 days - 15 days*	£6	100% of holiday cost + £6	90% of holiday cost
14 days or less	£8	100% of holiday cost + £8	100% of holiday cost
* Certain tailor-made tours may incur a 100% cost cancellation charge if cancelled within 28 days of date of departure.			

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

It is possible, though very unlikely, that we may be forced by reasons of force majeure to change or cancel your booking after departure, but before the end of the arrangements. In this extremely rare scenario, unfortunately we cannot make any refunds (unless we can obtain them from any supplier), nor pay you any compensation, nor refund any expenses you may incur.

8. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

9. If You Have A Complaint

If your group experiences a problem during your tour or holiday, please inform the relevant supplier (e.g. your hotelier or the transportation company) and our resort representative immediately who will endeavour to put things right. If you remain dissatisfied, you should telephone our UK office on +44 1494 793100. If your complaint is not resolved locally, your group leader only should follow this up within 28 days of your return home by writing to our Managing Director at Tours House, Stone's Courtyard, High St, CHESHAM, HP5 1DE giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Please note that we will only deal with the group through the group leader.

It is strongly recommended that you first communicate any complaint to the supplier of the services in question as well as to our local representative without delay, and finally calling us in the UK if the problem remains.

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 in resort and this may affect your rights under this contract.

10. Our Liability to You

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 8 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £500 per person affected unless a lower limitation applies to your claim under this clause or clause 11(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 10 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

- (6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotelier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea). Please note: where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.
- (7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

11. Prompt assistance in resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures 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, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

12. Passport, Visa and Immigration Requirements and Medical Conditions

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. Please double-check that all names which are to be supplied to airlines for ticketing are exactly as shown in their passports. 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.

13. Excursions Not Booked through Us.

Your itinerary will clearly show all excursions and visits, which we have arranged. Any other excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

For any such 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 its provision by the operator.

14. Your Responsibilities – behaviour and damages

ALL GROUPS:

When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier- even if our supplier or we are holding a cautionary damage deposit on your behalf. Damage deposits paid direct to SET will be refunded within 21 days of the end of the tour. If you fail to pay or refuse to pay our supplier, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your or any member of your group's actions.

ADULT/UNIVERSITY GROUPS PLEASE NOTE

You are responsible for ensuring that the group reaches the starting point of the tour at the correct time.

If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your group behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property or vehicles, we are entitled, without prior notice, to terminate the arrangements of the person(s) concerned or terminate the arrangements as a whole. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

Please note that in many countries it is illegal to consume alcohol on coaches. Tourists are advised to exercise caution and care when under the influence of alcohol and should note that if injured as a result of their intoxicated condition, their insurance may be invalid.

SCHOOL GROUPS PLEASE NOTE

We reserve the right to exclude any person before or after tour or holiday commencement if important personal details have not been fully declared and/or his/her behaviour is incompatible

with the general enjoyment and wellbeing of others. Collection is entirely at the responsibility and expense of the person acting in 'loco parentis' to whom any costs for damage and other expenses incurred will also be charged. Behaviour deemed inappropriate may include: Under age buying and consumption of alcohol; suspected involvement with illegal drugs; Smoking outside of designated areas and smoking by under 16s. Theft or illegal activities; Threatening behaviour, bullying, offensive or insulting language to other guests, SET staff or any other person. Finally, Please ensure all of your group have a valid passport and a European Health Card before travelling.

15. Insurance

You must be suitably insured either through us or with another insurer offering at least equivalent cover before we will accept your booking. Unless already included in the specified tour package, we will add the cost of our insurance to your invoice unless you indicate you have your own insurance and provide details of your insurer on your booking form. 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 extra cover is provided under the terms of your travel insurance. Tour managers and 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 SET Sports Tours.

16. Brochure / website / advertising material accuracy

The information contained in our brochure, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

17. Online Booking & Credit Card Charges

For some of our products and events we offer an online booking facility. The individual nature of the tour payments collection does not change the statutory relationship between SET and the group leader. To use online booking, each of your group members will need to have ticked a box confirming they have read and understood these terms and conditions. By booking online the members of your party accept that you, their group leader, as the appointed individual leading the group, have the authority and discretion to cancel a whole booking or part of it, effect a name change so that another individual may take another's tour place or amend any elements of the tour package. We will not correspond with any individual tourist with regards the tour arrangements, nor will we accept or act on, requests or instructions regarding your group booking from anyone other than the group leader. You are permitted, at the time of booking, to nominate/authorize a second/assistant group leader but we will only issue one Group Leader log-in per group.

Please note that it is your responsibility to keep any passwords or usernames we provide you with completely confidential.

- i) If you choose to use our online booking facility, we will add an online booking charge of £3.50 per person.
- ii) For all card payments, offline or online, SET Sports Tours will charge a card handling fee equivalent to 2.5 % of the transaction value for processing your personal credit or business credit or business debit card. Personal debit cards will be charged a flat rate of 90 pence per transaction. Please verify the type of card you are using before you make payment.
- iii) SET Sports Tours will deduct your payment from your card at the time of the transaction.
- iv) When you place a booking via our website, any transaction details that you provide to SET Sports Tours (including your name and credit card details) will be held and used in accordance with our Privacy Cookie Policy and will be encrypted using SSL (secure socket layer) technology. SET Sports Tours will take all reasonable steps to safeguard transaction details, but you acknowledge and agree that the use of internet booking can never be completely secure.
- v) For the avoidance of any doubt, where a transaction is not completed for whatever reason, SET Sports Tours will not have levied its Card Handling Fee, as your credit/ debit card transaction will not have been completed.

18. ILOVETOUR Branded Events, Festivals and Tours only:

By confirming your booking with SET you consent, on behalf of your group, to be photographed and to be included in the filming of footage documenting the ILOVETOUR Events, Tours and Festivals. You hereby waive any and all rights of publicity or privacy and grant SET full and complete permission to utilise and exploit your appearance at our Events in any and all manner and media throughout the world. You further agree that SET have the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if SET does use such photographs or footage, it may be edited at SET's sole discretion.