

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 ICC TRAVEL & TOURS CHAMPIONS TROPHY 2017 PACKAGE

- 1.1. The price of your ICC Travel & Tours Champions Trophy 2017 Package must be paid in the following instalments:

Payment	Due Date
25% Deposit	On submitting your booking request
Final balance and any surcharges	06 April 2017

- 1.2. The Deposit and 100% of the travel insurance premium (where applicable) must be paid at the time of making your Champions Trophy 2017 Package booking request.
- 1.3. Final balances due must be paid 8 weeks before the date of travel. If you book a package within 8 weeks of travel, you must pay the full price at the time of booking.
- 1.4. You may pay by online bank transfer, 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 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.
- 1.5. If for any reason the payments are not received by us by the due dates, we reserve the right to cancel your ICC Travel & Tours booking and levy a cancellation charge as though there had been a cancellation in accordance with clause 2.

2. IF YOU CANCEL YOUR CHAMPIONS TROPHY 2017 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	Deposit
83 - 56 days	50%
55 - 42 days	70%
41 - 28 days	90%
27 days or less	100%

- 2.3. Insurance premiums are non-refundable. Where the deposit taken at the time of booking is greater than the relevant percentage shown in the table above, the full deposit will be retained as the cancellation charge.

3. SPECIAL REQUIREMENTS & TRAVELLING WITH CHILDREN

- 3.1. Everyone is welcome to travel with us but we will need to know if you require any assistance 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.
- 3.2. Children under the age of 17 will be refused travel unless each child is accompanied by a parent or guardian.

4. TRAVEL INSURANCE

- 4.1. 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 9 - 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:
- to arrange holiday insurance which provides comparable cover to that offered us;
 - 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
 - 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.
- 4.2. 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.

5. TICKET TERMS AND CONDITIONS

- 5.1. It is a condition of booking with us that you agree to and comply with the ICC Champions Trophy 2017 Ticket Terms and Conditions (set out in Appendix 1) (**Match Ticket Terms & Conditions**) as well as those relating to entry into venues.
- 5.2. We shall not be responsible to you if your ticket is cancelled or you are refused entry to, or ejected from, a match or venue as a result of breaching the ICC Champions Trophy 2017 Ticket Terms and Conditions.
- 5.3. All tickets included in your Champions Trophy 2017 Package are supplied in accordance with the Ticket terms and conditions of the ground hosting the game. By making a booking request you agree to comply with these terms unconditionally. Please contact us if you would like a copy of these terms.
- 5.4. We may distribute your tickets to you in a manner we see fit. We will let you know which method of distribution we intend to use but reserve the right to amend this at any time. Once distributed, tickets are your responsibility and cannot be replaced if lost, stolen or damaged.
- 5.5. All tickets will be subject to the Ticket Refund Policy as published at <https://championstrophy.tickets.icc-cricket.com/> or as otherwise made available to you. Please read the Match Ticket Terms and Conditions (set out in Appendix 1) for further information.

6. RELEVANT SUPPLIER TERMS AND CONDITIONS

- 6.1. The following third party terms and conditions (as updated from time to time by the relevant service provider) will apply in the event your Champions Trophy 2017 Package includes a service by the relevant service provider:

National Express Terms & Conditions Where National Express is the carrier for a Day Return Package:

<http://www.nationalexpress.com/assets/uploads/pdf/Conditions-of-Carriage.pdf>

Transport for London Travel Cards:

<https://tfl.gov.uk/corporate/terms-and-conditions/ticketing-and-travel-conditions-of-carriage>

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* and any other terms referred to, set out the basis on which we offer official ticket inclusive travel and accommodation packages for the ICC Champions Trophy 2017.

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.

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 ICC Travel & Tours 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

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 a bond held by ABTA. If you book arrangements other than a package holiday from us, the financial protection referred to above does not apply.

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 United Kingdom. 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 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 customerservices@icctravelandtours.co.uk

12.2. It is your responsibility to check the 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 minus the addition charges you have paid.

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. PAYING FOR YOUR BOOKING

13.1. We reserve the right to alter the prices of any of the packages shown in our brochures or on our website.

13.2. You will be advised of the current price of the package that you wish to book before your contract is confirmed.

13.3. 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.

13.4. 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.

13.5. Additional non-refundable deposits may be required for upgrades and other non-standard products or services you request from us.

13.6. 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.

- 13.7. 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.
- 13.8. If your booking is made less than 8 weeks before the date of travel you must pay in full.
- 13.9. You must pay the deposit and all subsequent payments to us in Sterling. You will be responsible for paying all bank and foreign exchange charges.
- 13.10. 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.
- 13.11. Lead Bookers are responsible and liable for payment for all persons within their group.
- 13.12. If you pay a travel agent, money is held at all times on behalf of ICC Travel & Tours.
- 14. INCREASED CHARGES**
- 14.1. 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.
- 14.2. 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.
- 14.3. Except as provided in this section, we will not increase your package price unless you decide to alter the contents of your package.
- 15. WHAT IS NOT INCLUDED IN THE PRICE**
- 15.1. Your Confirmation Letter/Email will specify what is included in the price of your package.
- 15.2. 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, transport to and from your UK departure point, transport to and from our special events, insurance, portage, car parking, excursions, gratuities, internet access, 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.
- 16. SINGLE ROOM SUPPLEMENT**
- 16.1. 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

17. AMENDING YOUR BOOKING

- 17.1. 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.
- 17.2. Any request for changes must be made in writing by the Lead Booker.
- 17.3. 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.
- 17.4. 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.
- 17.5. 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.
- 17.6. 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.
- 17.7. Subject to clause 17.5, 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 you will have to pay a single room supplement.
- 17.8. 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.
- 17.9. Please note all communications to our suppliers must be through us and you agree not to contact them directly.

18. CANCELLING YOUR BOOKING

- Cancellation by you:
- 18.1. 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*.

- 18.2. 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:
- (a) we will retain the non-refundable deposit you have already paid us; and
- (b) 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.
- 18.3. 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.
- 18.4. 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 you will have to pay a single room supplement.
- 18.5. 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.
- 18.6. 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.

- 18.7. 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:
- 18.8. 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.
- 18.9. 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.
- 18.10. 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).
- 18.11. 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

- 18.12. In all cases insurance premiums, credit card and American Express card charges will not be refunded.
- 19. IF WE CHANGE YOUR PACKAGE**
- 19.1. 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.
- 19.2. 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:
- (a) accepting the change of arrangements; or
- (b) 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
- (c) 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.

19.3. 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.

19.4. 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.

19.5. Changes to events, additional services and excursions will be separate to your package and will not require us to pay you compensation.

19.6. A major change does not include a change:

- of travel service provider;
- of the type/method of transportation (for example, coach to train);
- to, or cancellation of, an event you are attending;
- to match venues for a match which you are due to attend;
- to scheduled match dates and times to which we are providing tickets;
- to additional elements such as insurance or excursions; or
- of hotels if the new hotel is of the same or a higher standard.

20. CANCELLATION OF THE MATCH

20.1. 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.

20.2. Tickets are sold subject to the relevant ICC Champions Trophy 2017 Ticket Terms & conditions (please see Appendix 1) 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. Please also see the Ticket Refund Policy as published at: www.championstrophy.tickets.icc-cricket.com or as otherwise made available to you. If the match to which you are due to attend is cancelled, refunds will be made in accordance with the Ticket Refund Policy 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

21. YOUR PACKAGE

21.1. 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.

21.2. 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.

21.3. 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.

22. SPECIAL EVENTS

22.1. If entry into an event (including VIP lounges) 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.

22.2. 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 an event there is no refund or cash alternative available. Your right to enter an event is not transferable and is at our discretion.

22.3. If we/or the event organiser is prevented from holding an event for reasons outside of our control, then no refund will be payable.

22.4. At the events you may be fortunate to gain privileged access to celebrities or players who are asked to speak openly and freely to provide you with an enhanced insight and experience. In order to provide an environment where the 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 events. Still photography is permitted.

22.5. The celebrities or players in attendance at an event are at the complete discretion of the organiser 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 the event organisers control. We will not be liable for the cost of any arrangements you have made which you no longer require.

22.6. Celebrities or players in attendance at an event have the freedom to express their own views and

opinions. You acknowledge that the views and opinions expressed are not necessarily a representation of the views and opinions of ICC Travel & Tours and/or the ICC or their commercial partners.

22.7. 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).

22.8. Transport to and from an event is your own responsibility and is not provided as part of any package unless otherwise stated in your Confirmation Letter/Email and/or itinerary.

23. ENTRY INTO ATTRACTIONS

23.1. 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.

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

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

24. SUPPORT

24.1. We will operate a 24 hour emergency telephone helpline for the duration of your package.

24.2. 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.

25. MERCHANDISE

25.1. Where your package includes merchandise you may be required to submit your sizing choices for you and your group before the deadline date which we will notify to you in writing.

25.2. 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.

25.3. 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

26. ACCOMMODATION

- 26.1. We have used our own accommodation grading system to enable you to perform comparisons between hotels. We have a range of accommodation available which we have graded 'Hostel', 'Budget', 'Standard', 'Superior' and 'Deluxe'. We have based these classifications on the rating the hotel has given itself, the hotels facilities as well as where the hotel is located. The package and hotel rating do not have any correlation to the ticket category included in your package.
- 26.2. 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.
- 26.3. 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.
- 26.4. 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.
- 26.5. 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'.
- 26.6. 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.
- 26.7. 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.
- 26.8. 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.
- 26.9. 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.
- 26.10. 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.
- 26.11. 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.
- 26.12. 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 - TRAVEL SERVICES

27. TRAVEL SERVICES

- 27.1. All travel services (including all coaching and Match Day Transfers) 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.
- 27.2. 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.
- 27.3. Seats are not reserved and as such you and your group may not necessarily be sat together during your journey.
- 27.4. 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.
- 27.5. 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.
- 27.6. 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.
- 27.7. You acknowledge that the travel service may not be a direct service to and from your destination and your journey may involve different vehicles.
- 27.8. 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.
- 27.9. 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.
- 27.10. 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.
- 27.11. 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.
- 27.12. 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.
- 27.13. 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.
- 27.14. Match Day Transfers (e.g. transfers from your accommodation to the stadium 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.
- 27.15. All travel cards are supplied subject to the terms and conditions of carriage set by the travel service provider. By using your travel card you agree and accept these terms and conditions.
- 27.16. You are responsible for the safekeeping of your travel card(s) which cannot be replaced if lost, stolen or defaced. There is no cash alternative to a travel card and no refunds will be given for unused travel cards or where travel cards are not able to be used due to reasons outside of our control.
- 27.17. If your travel card is not working at a relevant transportation point (e.g. station), please speak to one of the transportation point representatives who will be able to assist.

29. TRAVEL CARDS & MATCH DAY TRAVEL

SECTION 8 - TICKETS

30. TICKETS

- 30.1. As part of your package we will allocate you official match tickets for the matches included in your booking. All tickets are supplied in accordance with the Match Ticket Terms & Conditions and the International Cricket Council's/venue's conditions as amended from time to time, the latest version for 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.
- 30.2. 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.
- 30.3. These will be officially allocated from ICC Travel & Tours' official allocation. Please note that the organisers designate ICC Travel & Tours' allocation and location of ticket categories within the stadia over which we have no control.
- 30.4. 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.
- 30.5. 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.
- 30.6. 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.
- 30.7. 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.
- 30.8. Please note that start of play times shown on the website are indicative and may change, all start of play times are subject to confirmation and may change for reasons outside of our control.

SECTION 9 - TRAVEL INSURANCE, ADDITIONAL PRODUCTS, VISAS & HEALTH

31. CONDUCT AND BEHAVIOUR

- 31.1. We expect you to take responsibility for your own and your group's actions whilst you are enjoying your package.
- 31.2. 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.
- 31.3. 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.
- 31.4. 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.
- 31.5. You will be responsible for any damage or loss caused by you or any member of your group during your time away.
- 31.6. 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.

32. ADDITIONAL PRODUCTS AND SERVICES

- 32.1. 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.
- 32.2. 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.

33. TRAVEL INSURANCE

- 33.1. 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.
- 33.2. 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.

- 33.3. 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.
- 33.4. 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.
- 33.5. All quotes are subject to Travel & General's standard terms and policies. Payment will be required in full if you accept our quote.
- 33.6. If you cancel Travel & General's insurance it will be subject to their terms.
- 33.7. 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.
- 33.8. 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.
- 33.9. It is your choice but we recommend that you obtain travel insurance as soon as you can after your booking is confirmed.
- 33.10. 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.

SECTION 10 - GENERAL

34. OUR PROMISES

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

35. OUR LIABILITY TO YOU

- 35.1. 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.

- 35.2. 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.

- 35.3. 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.
- 35.4. 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 cooperate 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.
- 35.5. 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.
- 35.6. You can ask for copies of the transport companies' contractual terms, or the international conventions, from us.
- 35.7. 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.
- 36. WEBSITE ACCURACY**
- 36.1. 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.
- 37. COMPLAINTS**
- 37.1. If you have a complaint about your package or have any problems whilst you are away, please inform a ICC Travel & Tours 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 ICC Travel & Tours 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.
- 37.2. 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.
- 37.3. 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 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. 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.
- 38. NO PARTNERSHIP, AGENCY OR JOINT VENTURE**
- 38.1. 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 ICC Travel & Tours nor use nor allow anyone to use our name, logo or trademarks including without limitation in the promotion or advertisement of any product or service;
- (c) do nor allow to be done any act or thing which will harm misuse, bring into disrepute, impair or otherwise adversely affect our rights and interests (including goodwill) in our name, logo and/or trademarks;
- (d) hold yourself out to any third party as acting with our authority and/or as our agent or partner;
- (e) represent that the hospitality, catering, ticket, travel services, site facility and/or any other arrangements provided under this booking are made by you or any person or entity other than ICC Travel & Tours;
- and without limitation you acknowledge that the arrangement entered into between us shall not constitute an agency, partnership, or joint venture.
- 39. GENERAL CONTRACT TERMS**
- Waiver**
- 39.1. 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**
- 39.2. We collect information about you and your group when you make your booking.
- 39.3. We collect and process this data in accordance with our Privacy Policy available on request or at www.icctravelandtours.co.uk
- 39.4. We will update your information whenever we can to keep it current, accurate and complete.
- 39.5. We are contractually obliged to pass on your data to Sports Travel and Hospitality Group Limited, the International Cricket Council (ICC), the International Cricket Council FZ LLC and the ICC Business Corporation FZ LLC for ticket management and reporting purposes. You and your group consent to us passing on this information.
- 39.6. 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 order, 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**
- 39.7. ICC, Champions Trophy, ICC Travel & Tours are all trademarks used under license by us. All such rights are reserved.
- 39.8. Nothing in these General Terms permit you to use the package you have purchased to commercially associate yourself with ICC Travel & Tours, Sports Travel and Hospitality Group and the International Cricket Council 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**
- 39.9. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.
- 39.10. 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: 05.01.2017

APPENDIX 1 - MATCH TICKET TERMS & CONDITIONS

ICC CHAMPIONS TROPHY TICKET TERMS AND CONDITIONS

Definitions

1. All capitalised terms used in these Conditions and in the abbreviated form printed on a Ticket shall have the following meanings:

"Ambush Marketing" means the unauthorised use of a Ticket as a prize or in a lottery or competition or for any other promotional, advertising or commercial purpose and/or any other activity by a person not authorised by IBC which: (a) associates the person with the Tournament; or (b) exploits the publicity or goodwill of the Tournament; or (c) has the effect (in the reasonable opinion of IBC) of conferring the status of a Commercial Partner on a person who is not a Commercial Partner or otherwise diminishing the status of any Commercial Partner;

"Authorised Agents" means the official corporate hospitality agents and official travel agents appointed by or on behalf of IBC and which are legally and contractually entitled to sell Tickets as part of hospitality and travel packages respectively;

"Authorised Person" means collectively all Tournament management (being anybody acting on behalf of IBC) and all Venue management, and their respective staff, officials, representatives, officers and volunteers;

"Ballot" means the random computerised ballot carried out to determine which entrants are allocated Tickets, further details of which shall be notified to entrants during the entry process via the Website;

"Commercial Partner" means any official sponsor, official supplier, broadcaster, licensee and/or any other party which has been granted a commercial association with the ICC, IBC and/or the Tournament from time to time;

"Conditions" means these terms and conditions, the Venue Regulations and the Ticket Refund Policy which are incorporated into these terms and conditions by reference, together with any amendments or updates to the same issued by or on behalf of IBC from time to time;

"Guest" means any person for and on whose behalf the Ticket Purchaser bought a Ticket and who has obtained such Ticket from the Ticket Purchaser in accordance with the terms of these Conditions, and/or any other person using a Ticket with the prior express authorisation of IBC and/or the Host;

"Host" means the England and Wales Cricket Board, which has been appointed by IBC to host the Tournament;

"ICC" means the International Cricket Council, the international governing body for the sport of cricket, having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, P.O. Box 500070, Dubai, U.A.E.;

"IBC" means ICC Business Corporation FZ LLC, a wholly owned subsidiary of the ICC incorporated to exploit the commercial rights to ICC events, being a company incorporated under the laws of the United Arab Emirates and having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, P.O. Box 500070, Dubai, U.A.E.;

"Match" means a One Day International cricket match forming part of the Tournament or any other cricket match played as part of the official warm-up phase of the Tournament, the particulars of which are indicated on the Ticket;

"Official Ticketing Agents" means any official ticket agent(s) appointed by or on behalf of IBC together with the ticket box offices at each of the Venues;

"Official Resale Platform" means the portal operated by the Host and available through the Website to enable Ticket Purchasers to resell Tickets in accordance with these Conditions;

"Original Sale Price" means the specified price of each Ticket plus any handling fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges);

"person" shall include natural and juristic persons;

"Prohibited Item" means any of the items listed as such in the Venue Regulations and those items specified in paragraph 21(j) and/or paragraph 25 of these Conditions;

"Ticket" means a ticket giving right of entry to a Match at a particular Venue in accordance with the details indicated thereon;

"Ticket Holder" means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser, Guest or any person to whom the Ticket was issued or transferred;

"Ticket Purchaser" means the individual with legal capacity who has purchased a Ticket or Tickets in accordance with these Conditions from any Official Ticketing Agent and/or from any Authorised Agent;

"Ticket Refund Policy" means the policy adopted by or on behalf of IBC for the refund of a Ticket as published on the Website(s) or otherwise made available to the Ticket Purchaser;

"Tournament" means the ICC Champions Trophy England and Wales 2017;

"Venue" means the entire premises of a ground or stadium where a Match is scheduled to take place and to which a Ticket is required to gain access, including all entrance and exit gates as well as all other official installations and areas;

"Venue Regulations" means the conditions of admission to each Venue hosting a Match,

including as the same may be amended, supplemented or replaced from time to time, copies of which are prominently displayed at each Venue; and

"Website" means the website with the URL championstrophy.tickets.icc-cricket.com

General

- These Conditions govern all Tickets issued for the Tournament and the subsequent admission to any Venue to attend any Match. All Tickets are issued by or on behalf of the Host. Each Ticket is and shall remain at all times the property of IBC.
- These Conditions will be printed in abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Conditions and the abbreviated form printed on a Ticket, these Conditions will prevail.

Venue Regulations

- These Conditions incorporate the Venue Regulations by reference. The Ticket Holder, in agreeing to these Conditions, also agrees to comply with and be bound by the applicable Venue Regulations. If a Ticket Holder fails to comply with the applicable Venue Regulations, they may be refused entry to or evicted from the Venue. In the case of any conflict or ambiguity between any term(s) of these Conditions and any term(s) of any of the Venue Regulations, the terms of these Conditions will prevail.

Ticket Refund Policy

- These Conditions incorporate the Ticket Refund Policy. The Ticket Holder, in agreeing to these Conditions, also agrees to comply with and be bound by the Ticket Refund Policy. There shall be no Ticket Refund Policy until such time as it is published on the Website or otherwise made available to the Ticket Purchaser. The Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of the Ticket Refund Policy and is responsible for ensuring that any subsequent Ticket Holder complies fully with its terms.

Application of Conditions

- By their use or attempted use of a Ticket, each and every Ticket Holder shall be deemed to have been made aware of these Conditions and to have accepted and agreed to comply with and be bound by these Conditions. In addition, the Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of these Conditions and is responsible for ensuring that any subsequent Ticket Holder complies fully with these Conditions.
- The Ticket Holder must read these Conditions carefully and may not purchase, hold, use or attempt to use a Ticket or enter or attempt to enter a Venue if they do not understand and agree to these Conditions. For the purposes of these Conditions, making use of or using a Ticket shall include, without limitation, accepting the Ticket from any person, possessing the Ticket, presenting the Ticket to any Authorised Person outside a Venue, presenting the Ticket for entry to a Venue and/or utilising the Ticket in conjunction with or as part of a travel package or hospitality package.
- In allowing the Ticket Holder entry to a Venue, IBC and the Host rely on the Ticket Holder's acceptance of and agreement to these Conditions. The Ticket and entry to a Venue are issued strictly subject to these Conditions, no matter how the Ticket is purchased, obtained or used.
- Any Ticket offered for sale, sold, transferred, used or disposed of other than through the Official Resale Platform may be cancelled by IBC and/or the Host without notice and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from a Venue by any Authorised Person without refund or compensation, and must deliver up any and all Tickets in their possession at the request of an Authorised Person. Further, IBC and/or the Host may pursue any other legal remedies available to each of them in relation to the breach.

Ticket Purchase

- Except for the permitted transfer from the Ticket Purchaser to their Guest(s) as set out in paragraph 14 of these Conditions, Tickets may only be purchased through the Official Ticketing Agents or the Authorised Agents or through any other sale or transfer mechanism authorised in writing by or on behalf of IBC. Updated lists of the Official Ticketing Agents and the Authorised Agents can be found on the Website. No Ticket sold by any individual, organisation or other third party not named on such lists shall be valid.
- The sale or other issuance of any Ticket is final and non-refundable except as may be outlined in the Ticket Refund Policy or as required by applicable local law. IBC and the Host reserve the right not to replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.
- IBC and the Host reserve the right to limit the number of tickets that may be purchased by any person. Limits may be set at the time of purchase and IBC and the Host reserve the right to adjust any such limits from time to time in their sole discretion. Upon purchasing tickets, the Ticket Purchaser shall be deemed to have agreed to the ticket limits advised at the time of purchase. IBC and/or the Host further reserve the right to cancel all Tickets purchased through a Ticket Purchaser's account without notice and without refund or any compensation if a Ticket Purchaser is found to be exceeding the ticket purchasing limit for any Match.

13. Without prejudice to paragraphs 10 to 12 (inclusive) of these Conditions, the following conditions shall apply where a person applies to purchase Tickets through the Ballot:
- entry into the Ballot does not guarantee a Ticket;
 - entries to the Ballot will only be accepted from 1 September 2016 until 30 September 2016 (inclusive);
 - there is a limit of Tickets that may be applied for per unique email address in respect of each Match, which will be specified on the Website;
 - persons who enter the Ballot shall be deemed to have been made aware of these Conditions and to have accepted and agreed to comply with and be bound by these Conditions;
 - persons who enter the Ballot must provide payment card details at the time of entry and, if successful in the Ballot, must purchase all Tickets that are allocated to them according to their preferences indicated when entering the Ballot and expressly agree that payment may be taken from the payment card provided in order to meet this requirement;
 - entrants to the Ballot will be sent an email notification in or around October 2016 informing them of the success or failure of their entry to the Ballot and, if successful, of the Tickets which they have been allocated. The Official Ticketing Agent will take payment from successful applicants on or after 12 October 2016 using the card details provided during entry. If payment is unable to be taken for whatever reason from any person, they will be contacted directly to give them the chance to make an alternative payment. Ticket Purchaser's cards will only be charged the actual value of their Ticket application once the Ballot is complete and if Tickets have been allocated. Persons entering the Ballot are responsible for ensuring that sufficient funds are available to pay for the full amount of their Ticket application and that their payment card does not expire before the relevant Ballot payment dates notified to them; and
 - decisions relating to the Ballot shall be entirely at the discretion of IBC and the Host, whose decision in all matters relating to the Ballot shall be final. IBC and the Host reserve the right to suspend, cancel or modify the Ballot at any time (and for any reason) with or without notice.
17. If requested by or on behalf of IBC, the Host and/or any Authorised Person, the Ticket Purchaser must provide details (including the names) of their Guest(s) and IBC, the Host and/or any Authorised Person may require photographic proof of the identity of the Ticket Holder as a pre-condition to the exercise by the Ticket Holder of any rights accorded by the Ticket. The Ticket Holder must, upon request by or on behalf of IBC, the Host and/or any Authorised Person, give a full explanation as to how, from whom (including full contact details) and from where their Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a satisfactory explanation, IBC, the Host and/or any Authorised Person may, in its absolute discretion in each case, cancel the Ticket(s) immediately and the Ticket Holder may be refused admission to and/or ejected from the Venue without refund or compensation.

Venue Entry & Requirements

Restrictions on Transfers and Resale

14. Tickets are non-transferable except as set out in these Conditions. A Ticket Purchaser may purchase Tickets only for their own personal use and/or that of their Guest(s). Each Ticket Purchaser must retain at least one (1) Ticket for their own personal use and may only transfer any remaining Ticket(s) to their Guest(s) for their personal use (provided always that the Guest is a natural person who is known to the Ticket Purchaser personally and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket), for no greater than the Original Sale Price and not for commercial gain. Any such transfer by the Ticket Purchaser of a Ticket to a Guest must be made strictly subject to these Conditions (and the Guest's acceptance thereof) which shall be binding upon the Guest in full as if the Guest was the Ticket Purchaser, save only that the Guest shall have no right to transfer the Ticket under this Condition.
15. Notwithstanding paragraph 14 of these Conditions, it is an essential condition of the issue of each Ticket and the right of admission to a Venue that the Ticket must not be:
- offered publicly (other than through the Official Resale Platform), whether for sale or as a gift or donation or any other means of transfer;
 - offered or transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business or otherwise for commercial gain;
 - offered or transferred, used or otherwise disposed of:
 - in relation to any promotional or commercial purpose (including in connection with or in association with any competition, advertising, promotion, auction or as a prize in any competition, lottery or sweepstake, whether for a business or a charity or otherwise); or
 - to enhance the demand for any other good(s) or service(s);
 - offered or transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket;
 - offered or transferred, used or incorporated in connection with, in association with or otherwise as part of any flight or other mode of travel, accommodation, hospitality, meal, beverage, merchandise or any form of entertainment; and/or
 - otherwise bundled with any other good(s) or service(s) (including as part of any hospitality or travel package), in each case without the prior express written authorisation of IBC.
16. Except for the permitted transfer from the Ticket Purchaser to their Guest set out in paragraph 14 of these Conditions, a Ticket Purchaser may not purchase any Ticket as agent for any other person and neither a Ticket Purchaser nor any Guest may sell, offer for sale, auction by any means (whether alone or with other items), re-sell or transfer a Ticket without the prior written approval of IBC. The benefit conferred by a Ticket is personal to the Ticket Purchaser or Guest and is not otherwise assignable or transferable, except as expressly permitted by these Conditions.
18. Admission to a Venue will only be authorised upon presentation of a valid Ticket, in whole form and not defaced or damaged in any way. One Ticket will be required for each person entering the Venue aged two (2) years and above. Ticket Holders under the age of sixteen (16) years must be accompanied upon admission to and subsequently within the Venue by a Ticket Holder aged eighteen (18) years or above, who shall be responsible for them and their compliance with these Conditions.
19. A valid Ticket permits the Ticket Holder admission to the Venue and to view the Match to which it relates from the seat or area specified on the Ticket. IBC reserves the right at its reasonable discretion and with reasonable notice where practicable to make alterations to the time, date and/or venue of any Match and/or to substitute the seat or area indicated on the Ticket with another position. In the event of a material alteration, the ticket holder may be entitled to a refund to be determined in accordance with the Ticket Refund Policy. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of any Match from the position provided, nor is any representation or warranty given as to the quality, content or duration of any Match. IBC and the Host do not guarantee protection from the elements or weather from any seat within a Venue and the Ticket Holder acknowledges and accepts that they are required to take appropriate care for their sun protection and hydration.
20. The Ticket will be valid until the Match has been completed or is reasonably deemed by IBC to have been completed. The Ticket may not be exchanged or used for any Match other than as indicated thereon. If any Match is cancelled or curtailed for any reason (including due to adverse weather conditions), there shall be no obligation on IBC to reschedule that Match or, except as otherwise expressly provided in the Ticket Refund Policy, to offer any refund or other compensation.

Prohibited and Restricted Behaviour and Items

21. IBC, the Host and/or any Authorised Person may refuse admission to, or eject from, a Venue at any time without refund any Ticket Holder who, in the reasonable opinion of IBC, the Host and/or any Authorised Person (as applicable):
- does not produce a valid Ticket upon request;
 - is in breach of any of these Conditions;
 - may unreasonably obstruct the viewing of other spectators;
 - may be a source of danger, nuisance or annoyance or who may otherwise give rise to concerns in relation to the safety and security arrangements for a Match or who is behaving in any way that is or could reasonably be construed as provocative, discriminatory, offensive, indecent or threatening (whether to the life or safety of himself/herself or any other person(s)), including but not limited to:
 - public nudity or indecency;
 - excessive noise or any interference with the conduct of a Match;
 - the wearing or other display of commercial, political or offensive signage or logos;
 - the throwing of any object that might injure or cause damage to people or property;
 - the obstruction of any gangway, access-way, exit, entrance or staircase;
 - climbing roofs, walls, fences, stands, lighting masts or any other structures or constructions in a Venue or standing on seats;
 - defacing or obscuring any notice, advertisement, branding or signage;
 - smoking in any area where smoking is not permitted; and/or
 - engaging in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person (including, without limitation, any player, umpire, referee, Authorised Person or other spectator) on the basis of their race, sex, religion, culture, colour, descent, nation or ethnic origin;
 - fails to comply with instructions from any Authorised Person, police, steward or other security officer;
 - is noticeably under the influence of alcohol, illicit drugs or any behaviour-modifying substance;
 - is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about a Venue;

- (h) whilst within any Venue, enters any restricted access or prohibited area or other area where that person is not permitted, including but not limited to:
- (i) the playing field, any dressing rooms, practice areas or other players' or officials' areas; and/or
 - (ii) any area for which accreditation is required or which is designated as an area to which members of the public are not entitled access;
- (i) damages, interferes with or tampers with any property of any third party; and/or
- (j) is in possession of any Prohibited Items, including:
- (i) any article that is offensive, dangerous, hazardous and/or illegal or that may be used or that may be expected to be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at a Venue (including, without limitation, knives, fireworks, firearms, explosives, flammable items (other than cigarette lighters or matches for personal use), compressed gas containers, maces, flares, lasers, smoke bombs, illicit drugs (other than those prescribed by a registered medical practitioner) and/or flag sticks that protrude more than a hand's breadth below the flag);
 - (ii) alcohol;
 - (iii) unless otherwise specified in the Venue Regulations (and other than those purchased or provided in a Venue), any food or non-alcoholic drink other than small amounts for personal consumption;
 - (iv) animals; (v) banners, placards, leaflets, signs or other materials, items, objects or clothing displaying political, religious, offensive or race-related messages, slogans or images or promotional or commercial identification or messages in breach of paragraph 23 of these Conditions;
 - (vi) any tripods, monopods or commercial digital video camera equipment whatsoever (whether or not for personal use);
 - (vii) any camera or other type of photographic or recording device (of any nature whatsoever and whether capable of capturing still or moving pictures) other than for personal non-commercial use;
 - (viii) any other items listed as prohibited on the applicable Venue Regulations; and/or
 - (ix) any other items that IBC, the Host and/or any Authorised Person determine may in their opinion be a source of danger, nuisance or annoyance or which may otherwise give rise to concerns in relation to the safety and security arrangements for a Match.
22. IBC, the Host and/or any Authorised Person reserve the right to refuse entry to any person who attempts to re-enter a Venue without having correctly scanned their Ticket upon leaving the Venue, or without having followed such other process for monitoring re-entry to the Venue as may be determined at the sole discretion of IBC, the Host and/or any Authorised Person.
23. The Ticket Holder shall not engage in any form of Ambush Marketing and shall not conduct any activity that conflicts with, infringes upon or impairs the rights of any Commercial Partner.
24. The Ticket Holder shall not be entitled to conduct, carry out or cause to be conducted or carried out:
- (a) any form of betting or gambling whatsoever within a Venue; or
 - (b) any promotions, advertising, marketing or other commercial activity in or around a Venue, unless the same has been expressly authorised in writing in advance by IBC (the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or at any time whilst within a Venue).
25. Except in each case with the prior written approval of IBC, the Ticket Holder shall not whilst in or around any Venue:
- (a) offer any good(s) or service(s) for sale, including (without limitation) newspapers, periodicals, drinks, food, souvenirs, clothes or other merchandise; or (b) distribute or give away or attempt to distribute or give away any free items or any political, religious, charitable, commercial, advertising or promotional material or other documents.
26. The Ticket Holder may be searched (including a search of the Ticket Holder's bags, clothes and other possessions) by or on behalf of IBC, the Host and/or any Authorised Person prior to entry into or at any time within a Venue for the purpose of monitoring and enforcing compliance with the Conditions (including locating and removing any Prohibited Items). Should the Ticket Holder refuse to be searched in accordance with this Condition, the Ticket Holder may be refused admission to and/or ejected from the Venue without refund or compensation. Prohibited Items may be removed, confiscated and/or destroyed at the discretion of IBC, the Host and/or any Authorised Person and without obligation to return such items to the Ticket Holder or to compensate the Ticket Holder in respect thereof. Police may be informed where searches reveal Prohibited Items the possession of which IBC, the Host and/or any Authorised Person believe may constitute a criminal offence.
27. The purchase, possession and consumption of alcohol is subject to the Venue Regulations and is permitted only in authorised areas in a Venue during hours determined by Authorised Persons, who may close or restrict entry into any such bars or authorised areas at any time.
28. Should a Ticket Holder be refused entry to or ejected from a Venue pursuant to these Conditions, all further rights of entry or readmission to the Venue may be refused and IBC (or, at the direction of IBC, the Host) shall be entitled, at its discretion, to cancel any other Tickets held by the Ticket Holder for any Match and to deny entry to the Ticket Holder to any other Venue, in each case without obligation to compensate the Ticket Holder in respect thereof.
29. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue where that person is banned by any competent authority and/or sports governing body from attending that Venue or a particular Match (or cricket matches or sports events more generally) and/or from receiving any Ticket (or tickets generally in respect of cricket matches or sports events).
30. The Ticket Holder acknowledges that they are individually responsible for their own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items.
- Betting Prohibition**
31. The Ticket Holder shall not, whilst in a Venue:
- (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of any Match, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges;
 - (b) use any electronic device to relay information on the progress, conduct or any other aspect of any Match for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by IBC; or
 - (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of any Match.
- Media & Recordings**
32. Photographs and/or any other recordings of sound made or images taken within a Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private non-commercial and non-promotional purposes only, and in any event not for commercial gain, make or use, broadcast, narrowcast, telecast, transmit, publish, disseminate, reproduce or circulate by any means (including, without limitation, utilising television, radio, satellite, the internet, any wireless service or any other current or future means of format or media), any broadcast, recording, audio, video, photograph, text, data, image, statistic, result, commentary, news report or any other information relating to any Match or the Tournament (in each case in whole or in part) or assist any other person(s) in the conduct of any of such activities.
33. Each Ticket Holder attending a Match irrevocably and unconditionally:
- (a) consents without compensation to the recording of their voice, image and likeness captured by any means (including, without limitation, audio, visual and audio-visual recordings by television cameras and photographers) whilst present at or about a Venue;
 - (b) agrees to the transmission and use in perpetuity by IBC, its Commercial Partners and any licensee or assignee of IBC of their voice, image and likeness captured whilst present at or about a Venue, free of charge, 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 to the fullest extent possible;
 - (c) acknowledges and agrees that IBC is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound made or images taken within a Venue (including, without limitation, any such recordings made by the Ticket Holder in breach of paragraph 32 of these Conditions), including future rights to such recordings or to any works derived from such recordings;
 - (d) hereby consents, on an irrevocable, worldwide and perpetual basis, to IBC using, disclosing, reproducing, transmitting, exhibiting, communicating, renting, adapting or publishing anywhere in the world any recordings of sound made or images taken within a Venue (including, without limitation, any such recordings made by the Ticket Holder):
 - (i) in whatever form IBC thinks fit (including the making of any distortions, additions or alterations to that work or subject matter or any adaptation thereof, or to any part of that work or subject matter

or of any such adaptation); and

- (ii) without making any identification of the Ticket Holder in relation thereto; and
- (iii) hereby unconditionally and irrevocably assigns to IBC all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by the Ticket Holder within a Venue.

Waiver & Indemnity

34. EACH TICKET HOLDER ADMITTED TO A VENUE ACKNOWLEDGES THAT THEIR PRESENCE AND/OR MOVEMENT IN AND AROUND A VENUE IS AT THEIR OWN RISK AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LOCAL LAW, NEITHER IBC NOR THE ICC NOR ANY OF THE OFFICIAL TICKETING AGENTS NOR ANY OF THE AUTHORISED AGENTS NOR THE HOST NOR ANY AUTHORISED PERSONS ARE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR ANY LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING FROM ANY MATCH AND/OR THE TOURNAMENT (INCLUDING, WITHOUT LIMITATION, ARISING AS A RESULT OF THE CANCELLATION, POSTPONEMENT OR RELOCATION OF THE SAME IN EACH CASE) AND/OR OCCURRING DURING THEIR ATTENDANCE AT A VENUE AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING.
35. EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD IBC, THE ICC, THE OFFICIAL TICKETING AGENTS, THE AUTHORISED AGENTS, THE HOST AND ALL AUTHORISED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS), SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.

Miscellaneous

36. These Conditions have been drafted in the English language. In the case of any conflict or ambiguity between the English version of these Conditions and any translation of them into any other language, the English version of these Conditions will prevail.
37. The Ticket Holder shall not use, alter, copy or otherwise deal with any of the symbols, trade marks, logos and/or intellectual property appearing on a Ticket.
38. IBC reserves the right to make amendments to these Conditions from time to time at IBC's sole discretion and without notice (including, without limitation, by adopting the Ticket Refund Policy and/or by amending or supplementing the Venue Regulations). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available on the Website and, upon request, from IBC.
39. The Ticket Holder irrevocably and unconditionally consents to the collection, use and insertion into a database by or on behalf of IBC and/or the Host of personal information provided by the Ticket Purchaser and any other Ticket Holder in accordance with applicable local law for the purposes of implementation of these Conditions, including for administration, communication, enforcement and access control purposes. IBC and/or the Host may share such personal information as may be generally and reasonably required for the proper and efficient staging of the Tournament and to give effect to any of its rights in terms of these Conditions. The Ticket Holder can access and/or correct their personal information by written request to IBC.
40. Each of the provisions set out in these Conditions shall be severally enforceable. Notwithstanding that the whole or any part of any provision(s) of these Conditions may be declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, the provision(s) in question (or part thereof, as the case may be) shall be severed to the extent necessary and the other provision(s) of these Conditions and the remainder of the provision(s) in question (as applicable) shall continue in full force and effect.
41. No failure or delay by IBC (or by any third party which has rights under these Conditions pursuant to paragraph 42 hereof) to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right. To the extent that IBC (or any third party which has rights under these Conditions pursuant to paragraph 42 hereof) is prevented or delayed by matters beyond its reasonable control from performing any of its obligation(s) under these Conditions, IBC (or such third party, as the case may be) shall be relieved of any liability to any Ticket Holder for failure to perform or for delay in performing any such obligation(s).
42. Each of the following third parties shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce:
- (a) in the case of the Host, paragraphs 9, 16, 17, 21, 24(b), 25, 28, 34, 35, 39 and 42(a) of these Conditions;
 - (b) in the case of any Authorised Person, paragraphs 9, 16, 21, 26, 34, 35, and

42(b) of these Conditions;

- (c) in the case of the ICC, paragraphs 34, 35, and 42(c) of these Conditions;
 - (d) in the case of each of the Official Ticketing Agents, paragraphs 34, 35 and 42(d) of these Conditions;
 - (e) in the case of each of the Authorised Agents, paragraphs 34, 35 and 42(e) of these Conditions; and
 - (f) in the case of any Commercial Partner, paragraphs 33(b) and 42(f) of these Conditions.
43. These Conditions and any dispute or claim arising out of or in connection with these Conditions (including, without limitation, any dispute or claim relating to non-contractual obligations) will be governed by and interpreted in accordance with English law and any dispute (including, without limitation, any non-contractual dispute or claim) arising from or in connection with these Conditions or a Ticket Holder's attendance at a Match will be submitted to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing, IBC reserves the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted.

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