



## CRICKET WORLD CUP 2019

## PACKAGE TERMS & CONDITIONS

VERSION: 06 NOVEMBER 2018

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### INTRODUCTION

Thank you for choosing to travel on one of our official ticket inclusive travel and/or accommodation packages.

Please read this document carefully as it sets out the terms of our relationship with you. All of our Package Terms & Conditions (**Package Terms**) are important. We recommend that you print/keep a copy for your records.

When we dispatch our Booking Confirmation Email to you, this is the stage that your contract forms with us and is binding. If you then choose to cancel your package, the cancellation charges set out in these Package Terms will apply, which can be 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances. Please note all communications to our suppliers must be through us and you agree not to contact them directly.

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.

We are responsible to you for providing your holiday but there are legal limits. We are a Member of ABTA, membership number V4759. We provide protection for the monies you pay for packages booked with us. 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.

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### SPECIAL TERMS

These special terms are specific to the ICC Travel & Tours Cricket World Cup 2019 official ticket inclusive travel and/or accommodation packages, for the Cricket World Cup 2019, destination of travel and package you have chosen.

#### TICKET REFUND POLICY

- (1) All tickets will be subject to the Ticket Refund Policy as referenced in the Ticket Terms and Conditions or as otherwise made available to you. Please read the Ticket Terms and Conditions for further information. In summary: *"If play is restricted or does not take place at the Venue on the day for which a Ticket is valid, including any Reserve Day, the Ticket purchaser may claim a refund of the Original Sale Price of that Ticket (excluding fees) subject to there being: (a) 15 overs or less because of adverse weather conditions - a full refund; (b) 15.1 overs to 29.5 overs because of adverse weather conditions - a 50% refund. In no other circumstances can money be refunded. Details on how to claim a refund will be provided to qualifying spectators during the Tournament."*
- (2) 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.

#### RELEVANT SUPPLIER TERMS AND CONDITIONS

- (3) The following third party terms and conditions (as updated from time to time by the relevant service provider) will apply in the event your package includes a service by the relevant service provider:

Transport for London Travel Cards: <https://tfl.gov.uk/corporate/terms-and-conditions/ticketing-and-travel-conditions-of-carriage>

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## SECTION 1 - HOW TO MAKE YOUR BOOKING

### YOUR BOOKING REQUEST AND OUR BOOKING REQUEST ACKNOWLEDGEMENT

- (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 a Booking Request Acknowledgement Email from us acknowledging that we have received your booking request. If you have not received a Booking Request Acknowledgement Email from us after submitting your booking request, please contact us (*see Section 18 - Contact*).

- (2) By making a booking request, you promise that you are at least 18 years old. Any booking requests that do not comply with this will be cancelled.

### WHEN YOUR CONTRACT WITH US FORMS

- (3) 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 Email to you. If we do not accept your booking request, we will not send you a Booking Confirmation Email and no contract will form. We will contact you if we cannot accept your booking request.

- (4) Confirmation of your booking request for one of our packages is subject to availability and at our sole discretion.

### CHECKING YOUR BOOKING CONFIRMATION EMAIL

- (5) It is your responsibility to check the travel package detailed in your Booking Confirmation Email is complete and accurate as this is what we will provide. If it is not complete or accurate you must let us know within five working days of receipt, any changes after this time may be subject to administration and/or cancellation charges as set out in *Sections - 4, 5 and 6*.

- (6) It is always possible that, despite our best efforts, the information in your Booking Confirmation Email may be incorrect (for example, an incorrect ticket category has been listed). If we discover an error in your Booking Confirmation 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 Booking Confirmation Email;
- (b) accepting the correction to the Booking Confirmation Email; or
- (c) cancelling your package and receiving a full refund.

- (7) We will not proceed until we have your written instructions. If we are unable to contact you within seven days of the discovery of the error 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.

### PAYMENT

- (8) Payment is required at the time your booking request is made and we hold your payment until your booking request is confirmed. If we do not accept your booking request we will return your payment to you.

### CONDITIONAL BOOKING REQUESTS

- (9) We do not accept booking requests that are conditional on any special requests you have made, unless we confirm this in your Booking Confirmation Email.

### QUOTATIONS

- (10) If we have provided you with a quote it will remain valid for 24 hours unless we say otherwise. If you choose to progress the quote, our acceptance of your booking request is still subject to availability at the time of booking and no contract will form until we issue you with a Booking Confirmation Email.

## SECTION 2 - YOUR BOOKING

### THE LEAD BOOKER

- (1) You (as the **Lead Booker**) must accept the Package Terms in order to submit a booking request. When you make a booking request, you guarantee that you have the authority to accept all of the Package Terms on behalf of your travelling party (**Group**). You are responsible for ensuring all of your Group comply with the Package Terms.
- (2) The booking contract is made up of these Package Terms and your Booking Confirmation Email and 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.

### IF THE LEAD BOOKER IS NOT TRAVELLING

- (3) If the Lead Booker submits the booking request but will not be part of the Group then the person listed as Party Member 1 will become the Lead Party Member. The Lead Booker will receive all correspondence in respect of the booking and will be the main contact for the booking, unless you tell us otherwise in writing. The contract will remain with the Lead Booker.
- (4) When the Group is travelling, Party Member 1 will be the main contact for the Group and will receive all travel information.

### STATUS

- (5) Your booking request is for the accommodation/travel services you have selected and may include official match tickets (**Tickets**). We call this your "package" and will confirm these details to you in writing in a Booking Confirmation Email when your booking request is accepted.
- (6) The content, duration and particulars of a package may vary from the date of publication of a quote, 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.

### THE TERMS & CONDITIONS OF YOUR BOOKING

- (7) We reserve the right to alter these Package Terms from time to time in accordance with changes to legislation, regulations and ABTA Guidelines and Code of Conduct.

### TRAVELLING WITH CHILDREN

- (8) Children under the age of 18 will be refused travel unless each child is accompanied by a parent or guardian. Please contact us if you are planning to travel with children to discuss arrangements (*see Section 7 – General Travel Information*).

### ADDITIONAL PRODUCTS AND SERVICES

- (9) Your package includes those products and services confirmed to you in the Booking Confirmation Email. If you purchase additional, upgrades, products and services, for example insurance, they do not form part of your package and will be governed by separate terms and conditions. Please note that a third party's terms and conditions may change from the time of booking their products or services. Unless you book and pay for additional products and services through us we are not responsible for them.
- (10) 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.

### TRANSFERRING YOUR BOOKING

- (11) Your package is not transferable unless we agree otherwise and confirm this in writing. You must not sell, advertise for sale, donate (including charity donations), auction or raffle 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.

- (12) The Lead Booker may transfer the package to another person (**Transferee**) who satisfies all conditions applicable to the package by giving us reasonable notice of the transfer. Any request for transfer must be made in writing by the Lead Booker and the Lead Booker and the Transferee must sign our transfer of booking form.
- (13) Both the Lead Booker and the Transferee will be responsible for paying all costs incurred by us in respect of the transfer (please see *Sections – 4 and 5*) and the Novation charge.
- (14) The closer the transfer request is made to the departure date; the more likely certain travel arrangements may not be transferable and could incur a cancellation charge of up to 100%.
- (15) The Ticket issuer's Ticket Terms and Conditions will apply to the transfer of the Tickets included in a package over which we have no control. It may not be possible for the Tickets to be transferred as they have been named (for security purposes) or have already been sent out to the Lead Booker before the transfer date.
- (16) We will advise you at the time of your transfer request any difficulties with the transfer, together with the anticipated costs and charges applicable.

## SECTION 3 - PAYMENT

### PAYMENT OF YOUR PACKAGE

- (1) The price of your package must be paid in the following instalments:

<i>Payment</i>	<i>Due Date</i>
25% Non-Refundable deposit	On submitting your booking request
Final Balance [and any surcharges]	Two calendar months before the date of travel

- (2) We will invoice you for the total amount of your booking with your Booking Confirmation Email and confirm the instalments and payment dates.
- (3) If your booking is made less than 10 weeks before the date of travel you must pay in full.

### NON-REFUNDABLE DEPOSIT

- (4) When you make your booking request you must pay a deposit per person which becomes non-refundable if and when we send you the Booking Confirmation Email.

### PAYMENT METHODS

- (5) You may pay by any payment method we make available to you at the time of payment or as set out on our invoice. Available payment methods will be set out on the relevant payment screen or in the payment documentation.
- (6) You must pay us in Pound Sterling. You will be responsible for paying all bank and foreign exchange charges as applicable.

### LATE AND NON-PAYMENT

- (7) In the event you are not required to make payment of the deposit at the time of your booking request, should you fail to pay the deposit within 48 hours or such shorter period as we notify to you from the date of making your booking request, we reserve the right to deem your booking request withdrawn and cancelled.
- (8) If for any reason any 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.

## PRICING

- (9) We reserve the right to alter the prices of any of the packages shown in our brochures or on our website.
- (10) You will be advised of the current price of the package that you wish to book before your contract is confirmed. If there is a pricing error on our website, we will contact you before we confirm your booking.

## WHAT IS NOT INCLUDED IN THE PRICE

- (11) Your Booking Confirmation Email will specify what is included in the price of your package.
- (12) The following are not included in any package price unless specified and you should budget for these expenses accordingly: non-UK or Ireland Visa applications, destination airport departure taxes, early check-in, late check-out, inoculations, transport to and from your UK departure point, transport to and from our special events, transport to and from the matches, insurance, portorage, car parking, excursions, gratuities, internet access, excess baggage costs, additional baggage, baggage storage, meals, snacks and beverages. This is not an exhaustive list – if it is not in your Booking Confirmation Email it is not included in your package.

## WHO IS RESPONSIBLE FOR PAYMENT?

- (13) The Lead Booker is responsible and liable for payment for all Party Members.
- (14) 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.

## REFUNDS

- (15) If applicable, refunds will only be made to the payment source from which the payment originated.

## ADDITIONAL NON-REFUNDABLE DEPOSITS

- (16) Additional non-refundable deposits may be required for upgrades and other non-standard products or services you request from us. Such deposits do not form part of the cancellation terms (*see Section 6 - Cancellation*).
- (17) If required, we will write to you to confirm when and how you will have to pay an additional payment.
- (18) These additional payments may become non-refundable in part or full if we have made commitments to suppliers for those services for which we are unable to receive a full refund or are charged a cancellation fee.

## SECTION 4 – CHARGES

### CHARGES

- (1) The total price of the package is inclusive of taxes (except as set out in these Package Terms). Additional costs and charges that you may be required to pay (which are not included in your booking) are set out in this section.

### IMMIGRATION DOCUMENTS AND ASSISTANCE

- (2) The total price of the package does not include immigration documents (for example VISAs, ESTA) or any immigration assistance. You will need to pay for these documents and services. We do not provide any immigration assistance.

### SINGLE ROOM SUPPLEMENT

- (3) Unless stated otherwise in your Booking Confirmation Email all our rates and charges are calculated on the total occupancy of the room being filled by your Group. All bookings for single room occupancy, (which may include a single bed only) or odd number Group bookings (the total number in your Group is lower than the total occupancy of the rooms booked) will be subject to our Single Room Supplement unless we agree otherwise in writing.
- (4) A Single Room Supplement will be applied if you amend your booking and the total number in your Group is lower than the total occupancy of the rooms booked.

*Example: A Group of four booked two twin rooms. The Lead Booker wishes to amend the booking, reducing the Group to three. As the total number in the Group (3) is lower than the total occupancy of the rooms (4), a Single Room Supplement would be applied in addition to the Change to Package (non-flight) Charge.*

## POSTAGE/COURIERS

- (5) The price of your package covers the cost of postage for your documents and merchandise (as applicable) within the UK only. If you require postage outside the UK (and we agree to provide this) or special delivery instructions are requested by you, an additional postage/courier charge will be payable by you before the documents and merchandise are sent. We are unable to calculate these charges at the time of your booking request. Please contact us for further information if required.

## DEPARTURE TAXES

- (6) Departure taxes may apply to your package which you will need to pay for separately to your package price.

## CHARGES TABLE

- (7) The table sets out our charges and fees. Some fees can vary depending on the nature of your request.

<b>Amendment</b>	<b>Charge</b>
<i>Any changes to package (non-flight)</i>	<i>£25 per Party Member per change</i>
<i>Novation</i>	<i>£25 per number of Party Members</i>

- (8) All charges are charged separate to the package contract and are non-refundable.

## SECTION 5 – CHANGES TO YOUR BOOKING

### YOUR REQUEST TO AMEND YOUR BOOKING

- (1) If, after you have received your Booking Confirmation Email, you wish to change your travel arrangements in any way, please contact us to discuss your requirements. Please note changes may not always be possible.
- (2) Any request for changes must be made in writing (which shall include email) by the Lead Booker.
- (3) You will be required to pay the relevant charges (as set out in *Section 4 – Charges*) if we agree to amend your booking, together with any other increase in price or charge as a result of the amendment. We will confirm the charges and costs in advance of making the amendment.
- (4) You should be aware that the closer to the departure date, the more difficult and costly changes are. You should contact us as soon as possible if you want to consider amending your booking.
- (5) Certain travel arrangements cannot be changed after a reservation has been made. Any amendment to those arrangements could incur a cancellation charge of up to 100%.
- (6) In addition to our charges (see *Section 4 – Charges*), suppliers may charge us for making your amendments. If they do, we will pass these charges on to you.
- (7) 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.

### IF WE CHANGE YOUR PACKAGE

- (8) We make arrangements for your package a long time in advance. Given this lead in time we may have to make insignificant changes to your arrangements and we reserve the right to do so at any time. We will advise the Lead Booker of any changes in writing at the earliest possible date.

- (9) If we are constrained by circumstances beyond our control and make a 'major change' to your package or cannot fulfil any special requirements that we have previously accepted, 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 in respect of your package within 14 days of your cancellation.
- (10) We will inform you of any alternative package we are offering, the period within which you must inform us of your decision, and the consequences of failure to respond within this period. If we do not receive a response within two attempts to contact you about this change, we reserve the right to terminate our contract with you and refund all monies paid.
- (11) If you chose option (c) above, we will refund any money you have paid to us and where you are advised of the change within six weeks of departure, we will pay compensation on the following scale:

<i>Compensation per Party Member</i>					
<i>Period Before Departure (days)</i>	More than 42	29 - 41	15 - 28	9 - 14	0 - 8
	NIL	£10	£15	£20	£25

A compensation payment discharges all our liabilities to you and by accepting it, you agree to waive any other rights you may have. If we are otherwise required to pay compensation, the amounts above shall apply.

- (12) 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.
- (13) We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unavoidable and extraordinary circumstances. 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.
- (14) Changes to events, additional services and excursions will be separate to your package and will not require us to pay you compensation.
- (15) A major change does not include a change:
- (a) of travel service provider;
  - (b) of the type/method of transportation (for example, coach to train and vice versa);
  - (c) to, or cancellation of, an event you are attending;
  - (d) to match venues for a match which you are due to attend;
  - (e) to scheduled match dates and times to which we are providing Tickets;
  - (f) to additional elements such as insurance or excursions; or
  - (g) of accommodation if the new accommodation is of the same or a higher standard.

## SECTION 6 - CANCELLATION

### IF YOU CANCEL YOUR PACKAGE

- (1) You may cancel your package at any time prior to the start of your trip subject to the cancellation charges set out below.
- (2) 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.
- (3) Since we incur costs in cancelling your package arrangements:
  - (a) we will retain all non-refundable deposits 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 before the date of cancellation.
- (4) The following scale of cancellation charges will apply:

<i>Time Before Departure (Days)</i>	85+	-	84 -56	55 - 42	41 - 28	27 or less
<i>Cancellation charge as a percentage of total package cost</i>	Deposit		50%	70%	90%	100%

- (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.
- (6) 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. Please note, if special arrangements have been specifically made for you, we are unlikely to be able to resell them if you cancel.
- (7) If you have cancelled your package and you are owed a refund, you will receive this within 14 days after the date we confirm the cancellation.

### CANCELLATION AND UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (8) You may cancel your booking without paying cancellation charges if the performance of your package, or the carriage of Party Members to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

### CANCELLATIONS FOR NON-REFUNDABLE AMENDMENTS

- (9) 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.
- (10) If you are required to pay for any amendment to your package and we require payment for that amendment in full at the time of amendment, that payment will be a non-refundable deposit and the scale of cancellation charges above will not apply.

#### CANCELLATION OF A PARTY MEMBER ONLY

- (11) If you have made a Group booking and wish to cancel part of the package for a Party Member 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 Party Member. If this change creates an odd number within your Group then you will have to pay the Single Room Supplement (see *Section 4 – Charges*).

#### NON-USE OF SERVICES

- (12) 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.

#### INSURANCE

- (13) In all cases insurance premiums will not be refunded.

#### IF WE CANCEL YOUR PACKAGE

- (14) We reserve the right to cancel your booking. We will not cancel your travel arrangements after your Final Balance payment, except:

- (a) for unavoidable and extraordinary circumstance;
- (b) for failure by you to pay the Final Balance; or
- (c) if you are in serious breach of these Package Terms.

Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

- (15) If we cancel your package (other than for non-payment of your package instalments or for a serious breach of these Package 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 insurance premiums).
- (16) 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:

<i>Number of days before departure we notify you of cancellation</i>	More than 56 days	55 - 43 days	42 - 21 days	20 - 8 days	7 - 0 days
<i>Amount of compensation per full paying Party Member</i>	£0	£10	£20	£30	£40

### SECTION 7 – GENERAL TRAVEL INFORMATION

#### ACCESSIBLE TRAVEL & SPECIAL REQUIREMENTS

- (1) Everyone is welcome to travel with us but we will need to know if you require any assistance on flights, at accommodation, stadia, event venues or on travel services, have reduced mobility or have a medical condition that might affect your ability to travel with us.
- (2) Due to the nature of attending sporting events at large stadia, there may be considerable walks, queuing, extended travel time, limited space and other practicalities associated with large crowds of people. If you have concerns as to whether this is suitable for any of your Group, please contact us.
- (3) Please contact us to discuss your requirements if you believe any Party Member has any medical condition or disability that may affect active participation in the package activities.

- (4) You must let us know about your special requirements when you make your booking request so that we can make arrangements with our suppliers. Special requirements are not always possible, are subject to availability and may incur additional charges.

#### PASSPORT, VISA AND HEALTH REQUIREMENTS

- (5) It is the Lead Booker's responsibility to check that the Group:
- (a) are in possession of valid passports and any appropriate visas. You should check passport and visa requirements well in advance, particularly if you are a non-British passport holder (see *Section 4 – Charges*). Any charges, fines etc., that may be levied by authorities in the UK or overseas for non-compliance of regulations in this area will be recharged to the Lead Booker;
  - (b) have checked with a medical professional well in advance of your departure date that you and your Group are fit to travel and which vaccinations or inoculations are advisable for the chosen destination; and
  - (c) have checked the National Travel Health Network and Centre and NHS Choices advice about travelling with medicines and contact the embassy, high commission or consulate of the country your Group are travelling to if you or your Group need more information. Please see <https://www.gov.uk/guidance/foreign-travel-checklist#before-you-go>.
- (6) Please review the [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo) for further information on countries' entry requirements.

#### ARRIVALS

- (7) Customs/border patrol restrict what you can bring into a country on arrival and carry out inspections at the borders. Please review the [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo) for further information on customs requirements.

#### TRAVELLING WITH CHILDREN

- (8) You must inform us of any children that are part of your Group. Each travel service provider operates different rules regarding children and you must ensure compliance with these rules.
- (9) It is advised that children travel in a travel seat appropriate to their age. You are responsible for fitting the seat yourself. Whilst a child travel seat it recommended it may not always possible to fit these on some of transport providers' services.
- (10) Any child travel seat that is left on a vehicle is left at your risk. We shall not have any liability to you for any loss or damage to a child travel seat that was left on a vehicle.

### SECTION 8 - TRAVEL INSURANCE

#### TRAVELLING WITH US

- (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. Your travel insurance should cover the cost of cancellation, costs of assistance (including repatriation) in the event of accident, injury, illness or death.
- (2) We have arranged a tailored scheme with travel insurance specialists Travelinsureplus which can be found [here](#).
- (3) If you do not take out suitable insurance from our provider you promise and undertake on behalf of yourself and each Party Member to:
- (a) arrange holiday insurance which provides comparable cover to that offered by us;
  - (b) not hold us responsible for any costs incurred by any Party Member due to your (or their) failure to take out adequate insurance; and
  - (c) indemnify us for any costs incurred by any Party Member due to your (or each Party Member's) failure to take out adequate insurance.

- (4) 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 accommodation provider) are at fault. By booking a travel package with us you agree to the indemnity detailed above and detailed during the booking process.
- (5) 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.
- (6) 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.
- (7) It is your choice but we recommend that you obtain travel insurance as soon as you can after your booking is confirmed.
- (8) 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.

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## SECTION 9 - INCLUSIONS & EXTRAS

### EVENTS

- (1) If entry into one of our events (including VIP lounges) is included in your Booking Confirmation Email we will confirm the details of your attendance and the event inclusions in your final itinerary or event documentation.
- (2) Your Group will be required to comply with the venue operator's terms of entry which will include policies on acceptable behaviour. If you are unable or choose not to attend the event there is no refund or cash alternative available. Your right to enter the event is not transferable and is at our discretion.
- (3) If we are prevented from holding the event for reasons outside of our control then no refund will be payable.
- (4) At our events we may be fortunate to gain privileged access to celebrities, coaches or players who we ask to speak openly and freely to provide you with an enhanced insight and experience. In order to provide an environment where our celebrities, coaches 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 event. Still photography is permitted.
- (5) The celebrities, coaches and players in attendance at an event are at our complete discretion and you acknowledge that those persons advertised as being in attendance at an event may change at short notice. In addition, the date, time and venue of an event may change due to reasons outside of our control. We will not be liable for the cost of any arrangements you have made which you no longer require.
- (6) Celebrities, coaches or players in attendance at the 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 us or our commercial partners.
- (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 any purpose we see fit (including marketing purposes).
- (8) Transport to and from the event is your own responsibility and is not provided as part of any package unless otherwise stated in your Booking Confirmation Email and/or itinerary.

### ENTRY INTO ATTRACTIONS

- (9) 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.
- (10) Once tickets are sent to you these cannot be replaced if lost, stolen, damaged or defaced after delivery.

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

### MERCHANDISE

- (12) Where your package includes merchandise, you will be required to submit sizing choices for you and your Group at the point that you purchase your package or at a later date.
- (13) Please note that sizing varies between providers. 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. Some items of merchandise may only be available in unisex sizes. Women may be given men's sizes if the equivalent women's size is unavailable.
- (14) 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 where the fault/damaged is proven to be genuine we will provide you with a replacement/repair 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.
- (15) If you cancel your package before we provide you with the merchandise forming part of your package, you will not receive that merchandise, and this shall not alter or affect the cancellation charges payable by you.

### OFFICIAL HOSPITALITY

- (16) If we are able to offer official hospitality products to you as an addition or inclusion to your package, the official hospitality product will be subject to the official hospitality provider's terms and conditions, available on request.

### EXCURSIONS

- (17) For any excursion that you book that has separate terms and conditions, a separate contract is formed and does not form part of your package. If you book excursions independently, we are not responsible for the provision of the excursion or for anything that happens during the course of the provision of the services by the excursion operator.

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## SECTION 10 - ACCOMMODATION

### ACCOMMODATION RATING

- (1) The package and accommodation rating do not have any correlation to the Ticket category included in your package. Where possible, star ratings have been provided by the accommodation providers directly.
- (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 and/or local classification systems to infer facilities and standards of the accommodation.
- (3) 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 their completeness or accuracy.

### ACCOMMODATION TERMS OF OCCUPANCY

- (4) Our accommodation providers will have terms of occupancy that you will be required to accept when you check-in. These are often available on the accommodation provider's website. These may be updated from time to time and you must agree to the terms of occupancy.

### ROOM TYPE AND CONFIGURATION

- (5) Your room type and configuration will be specified in your Booking Confirmation Email but you acknowledge that an accommodation provider can change this at their discretion and at short notice. As the accommodation provider 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.

#### **YOUR ACCOMMODATION**

- (6) Your accommodation will be listed in your Booking Confirmation Email unless you have booked a package with unnamed accommodation, in which case your accommodation will be confirmed to you prior to departure.
- (7) Your package does not include early check-in, portorage, late check-out, storage charge, any room service, mini bar purchases, internet access, telephone charges, pay-tv services, parking, food or beverage (unless breakfast is included) or any other service charges. This means your Group must settle all bills for additional purchases before you leave.
- (8) Please note that not all accommodation will have dining areas, bars, room service, Wi-Fi/internet access, spa, fitness and swimming facilities, safes (in rooms or on site for the secure storage of belongings are not a confirmed facility) or other services.
- (9) You acknowledge that we have no control over the design and layout of the rooms provided as part of your package therefore we cannot guarantee any specific requests can be met.

#### **CHECK-IN AND CHECK-OUT**

- (10) Our accommodation providers may request you to provide a credit card on check-in for pre-authorisation or providing a cash bond for guaranteeing additional spending.
- (11) Individual check-in and check-out times will be confirmed in your final itinerary or supporting documents.

#### **LOYALTY SCHEMES**

- (12) 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.

#### **BREAKFAST**

- (13) Breakfast (if provided) will be confirmed in your Booking Confirmation Email. The format, style and content of breakfast is at the accommodation providers' discretion, as such it may not be a traditional 'English breakfast', 'western' or 'continental breakfast' and may be local cuisine.

#### **SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL**

- (14) Please let us know as soon as possible if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements. Please note any special dietary requests may incur additional charges.
- (15) 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 suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

#### **USE OF THE ACCOMMODATION**

- (16) Accommodation must be used by the Party Members named in your booking. 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 and will incur a package amendment charge (*see Section 4 - Charges*).
- (17) All children under 18 years of age staying at accommodation must be accompanied by an adult and must be supervised by an adult at all times.

#### **DAMAGE**

- (18) You will be responsible for any breakages, damage or other liabilities you or your Group incur during your stay at the accommodation we provide.

#### **REFUSED ENTRY**

- (19) If you or any Party Member are refused entry to accommodation, the contract with us will terminate immediately and we will have no further responsibility or liability to you.

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## **SECTION 11 - TRAVEL SERVICES**

#### **TRAVEL SERVICE PROVIDER'S CONDITIONS OF CARRIAGE**

- (1) All travel services (including all coaching, metros, trains, travel passes and Match Day Transfers) provided as part of your package will be subject to the travel service provider's conditions of carriage and luggage restrictions in force from time to time.
- (2) The provider's conditions of carriage may be accessible on the provider's website or can be made available on request. These may be updated from time to time and you must agree to the conditions of carriage to travel and you must comply with any reasonable instructions given by us or the travel service provider.
- (3) 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 Party Member.

#### **USING THE TRAVEL SERVICES**

- (4) Further information regarding travel services will be provided to you when available via travel documentation and accommodation information boards or such other method of communication as we notify to you.
- (5) 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 and follow all our and/or the travel service providers safety instructions.
- (6) 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.
- (7) You acknowledge that the travel service provider may not offer all drivers to be English-speaking however where deemed necessary an English-speaking driver or rep will be provided but is not guaranteed for every journey. You may not have the same driver throughout your itinerary.
- (8) We may issue you with either travel ticket, e-ticket, locator reference, pass or voucher to evidence an agreement to carry you on the relevant travels service, we call these travel vouchers (Travel Voucher). Travel Vouchers may;
  - (a) not be transferred or used by anyone else; and
  - (b) only be used on the journey and date set out on the Travel Voucher.

Travel Vouchers that have been damaged, spoiled, defaced or otherwise tampered with will be invalidated and we and/or our travel service provider reserve the right to refuse carriage. Further, we will not be obliged to provide replacement Travel Vouchers should they be lost or stolen. If you decide not to use the Travel Voucher, then you must inform us as soon as possible. We will not provide a refund for travel services that you and/or any Party Member choose not to use.

#### **DEPARTURE, ARRIVAL AND ROUTES**

- (9) Please arrive at least 15 minutes before the scheduled departure times for your travel service on both the outbound and inbound journey sectors.
- (10) Our transportation providers will only pick up and drop off at the locations specified in your Booking Confirmation Email and/or final itinerary.
- (11) Seats are not reserved and as such you and your Group may not necessarily be sat together during your journey.



- (12) We are unable to delay departure times and will not be liable to you or a Party Member should you or a Party Member miss a departure time.
- (13) All journey times are approximate. When travelling to events, we leave sufficient time to get there but shall not be responsible for delays or cancellation in travel services caused by reasons outside of our and/or the travel service provider's direct control. We shall not be liable for the inability to attend all or part of an event.
- (14) You acknowledge that the travel service may not be a direct service to and from your destination and your journey may involve different vehicles and multiple stops.
- (15) You acknowledge that events may run over the scheduled time and that we shall not be liable for any missed transport/connections.
- (16) Your travel service is subject to unscheduled stops, diversions and driver breaks. It is therefore not always possible for journeys to be direct without stops. We cannot always notify you in advance, though we will always endeavour to do so.
- (17) You acknowledge that in respect of transport to the events (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 where planned and that some walking may be required or that the use of an additional park and ride facility may be required.

#### LUGGAGE

- (18) Your luggage entitlement will be confirmed in your final itinerary or supporting documents.
- (19) 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 and must take all luggage with you when disembarking.
- (20) We advise that you do not take any luggage or large bags with you to any stadiums. Each stadium provides different rules regarding bags and luggage allowed in the stadium. You should check with the stadium prior to taking any bags or luggage with you.

#### MATCH DAY TRANSFERS

- (21) Match Day Transfers are not included in your package unless specified in your Booking Confirmation 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 accommodation information boards or such other method of communication as we notify to you.
- (22) 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, you acknowledge and will make your Group aware that this may include that:
- (a) vehicles may not be able to drop off and/or park in the immediate vicinity of the stadium and that some walking or use of an additional park and ride facility (if provided by the event organiser) may be required;
  - (b) drop off points will be designated by the event organisers; and
  - (c) the plan can change with or without notice and may impact on your travel arrangements.
- (23) Match Day Transfers may be on public transport, or if private vehicles are used, they may be shared with other clients. If the transfer is exclusively private, this will be explicitly confirmed in your Booking Confirmation Email.

#### TRAVEL CARDS

- (24) Match day travel cards are not included in your package unless specified in your Booking Confirmation Email. Match day travel is a travel card for public transport for a single journey to and from the stadium.

- (25) 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.
- (26) 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) 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. We will not provide reimbursement for the purchase of new travel cards.

#### REFUSED BOARDING AND DAMAGE

- (28) We or our travel service provider may refuse boarding or require disembarkation if you or a Party Member are deemed to be behaving inappropriately (including drunken behaviour) and/or failing to follow instructions.
- (29) 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.
- (30) 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.

#### SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (31) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access or have specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

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## SECTION 12 - TICKETS

#### TICKET TERMS & CONDITIONS

- (1) As part of your package we will allocate you official Tickets for the matches included in your booking. Please note that the official Tickets included in your package will be as stated in the Booking Confirmation Email. Please note that the Tickets included in your package will be the lowest category available unless otherwise stated.
- (2) All Tickets are supplied in accordance with the Ticket issuer's Ticket Terms and Conditions, the latest version can be found at *Appendix 1 – Ticket Terms & Conditions (Ticket Terms and Conditions)*. Please note these may differ from the ticket terms and conditions provided on the Ticket issuer's website.
- (3) The Ticket Terms and Conditions will be made available to you at the time of your booking request and if subsequently updated, will be provided to you prior to your departure. You are required to agree to be bound and comply with the Ticket Terms and Conditions. You will also inform anyone in your Group that they are accepting the Ticket Terms and Conditions as part of your package.
- (4) We shall not be responsible to you if your Ticket is cancelled or you are refused entry to, or ejected from, a venue as a result of breaching the Ticket Terms and Conditions.
- (5) Please note that start times shown on the website are indicative and may change, all start times are subject to confirmation and may change for reasons outside of our control.

#### CANCELLATION OF THE MATCH

- (6) 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.

- (7) Tickets are sold subject to the relevant Ticket Terms and Conditions which may include the Ticket issuer's right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange Tickets. If the event to which you are due to attend is cancelled, we will refund you the face value of your Ticket to the extent that we receive a refund from the Ticket issuer. Your package will be unaffected by the event cancellation and we will continue to provide you with the services in your package.

#### STADIUM MAPS

- (8) 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.

#### ALLOCATIONS

- (9) Tickets will be allocated from our official allocation. Please note that the organisers determine our allocation and location of ticket categories within the stadia over which we have no control.

#### GROUP BOOKINGS

- (10) 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.

#### UPGRADES

- (11) Subject to availability and the payment of the additional costs, you may be able to upgrade your Tickets after receiving your Booking Confirmation Email. Ticket upgrades you pay for will form part of your original package however these will be 100% non-refundable and payable 100% up front at the time of your Ticket upgrade request.

#### TICKET DISTRIBUTION

- (12) 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. It is your responsibility to check your Tickets on receipt and you should contact us as soon as possible if there is a mistake.

#### SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (13) If you are a wheelchair user and require wheelchair user Tickets or you are a customer who requires accessible seating but are not a wheelchair user, you must inform us at the time of making your booking request.
- (14) Please note that wheelchair user tickets and accessible tickets are very limited and special mobility arrangements at each stadium/venue are under the control of the stadium/venue operator over whom we have no control. Wheelchair user tickets or accessible tickets will be specifically confirmed in your Booking Confirmation Email, if they are not, you will have the category of Ticket confirmed in the Booking Confirmation Email.

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## SECTION 13 – YOUR OBLIGATIONS

### CONDUCT AND BEHAVIOUR

- (1) We expect you to take responsibility for your own and your Group's actions whilst you are enjoying your package.
- (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.
- (3) Any Party Member 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.

- (4) If we ask you or any Party Member 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.
- (5) You will be responsible for any damage or loss caused by you or any Party Member during your time away.
- (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.
- (7) You will reimburse us in full and on demand any costs or damages suffered by us as a result of any act or omission of you or any Party Member.

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## SECTION 14 - IF THINGS DON'T GO QUITE RIGHT

### COMPLAINTS

- (1) If you have a complaint about your package or have any problems whilst you are away, please inform one of our representatives without undue delay who will endeavour to put this right. If you fail to follow the requirement to report your complaint 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.
- (2) If your complaint or problem is not resolved whilst you are away please follow this up within 28 days of the end of your holiday by writing to us 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.
- (3) 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.
- (4) We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution Platform at [www.ec.europa.eu/consumers/odr/](http://www.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.

### OUR LIABILITY TO YOU

- (5) It is our responsibility to perform the contract we have with you. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. 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.
- (6) Nothing in these Package 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 and Linked Travel Arrangements Regulations 2018.
- (7) However, we will not be liable where any failure in the performance of the contract is due to:
- (a) you or a Party Member (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, unavoidable, unforeseeable and extraordinary 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.
- (8) 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; and
  - (c) you must agree to fully co-operate with us or our insurers, if we wish to enforce those rights.

You are asked to transfer your rights to us, so that we can claim back from suppliers any payments that we make to you, plus any legal or other costs that are incurred.

- (9) 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 three times the 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 travel services that make up your package. 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 and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.
- (10) You can ask for copies of the travel service contractual terms, or the international conventions, from us.
- (11) If any payments to you are due from us, any payment made to you by the airline and/or other third party suppliers will be deducted from the amount due from us. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel [www.caa.co.uk](http://www.caa.co.uk).
- (12) 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.
- (13) This does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

#### UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (14) If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

#### ADDITIONAL ASSISTANCE

- (15) If you are in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

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## SECTION 15 - YOUR FINANCIAL PEACE OF MIND

- (1) We appreciate that you are spending a lot of money on your package and want to reassure you that it is financially protected.
- (2) We are a Member of ABTA, membership number V4759. Further details are available at [www.abta.com](http://www.abta.com).
- (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.

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## SECTION 16 - YOUR INFORMATION AND HOW WE USE IT

### INFORMATION WE REQUIRE FROM YOU

- (1) Capitalised terms in this section shall have the meaning given to them in the Data Protection Act 2018.
- (2) At any time prior to travel and throughout the duration of your trip, we may require additional information from you regarding your Group which will include (without limitation) Advanced Passenger Information (APIS) and merchandise sizing. You agree to provide the information promptly on our request and before any deadline we set. When submitting the information, you will ensure it is true and accurate and consent to us using it for the purposes of performing our contract.
- (3) We collect Personal Data about you and your Group when you make your booking.
- (4) We collect and process your Personal Data in accordance with our Privacy Policy available on request or on our website.
- (5) We will update your Personal Data whenever we can to keep it current, accurate and complete. If any of your Personal Data changes you must provide us with the updated Personal Data at the earliest opportunity.
- (6) We are contractually obliged to pass on your Personal Data to the Entities for ticket management and reporting purposes.
- (7) The Personal Data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (**EEA**). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your booking request, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing and processing.

### DATA PROTECTION

- (8) By making a booking with us please note that we will be required to Process your Personal Data in the performance of this contract.
- (9) In providing you with your package we will be required to pass your Personal Data on to third parties. This may include travel service and accommodation providers, insurance providers, payment processors, governing bodies and event organisers. For full details about who we pass your Personal Data to please see our Privacy Policy.
- (10) If you have given your consent for us to do so, we will provide you, or permit selected third parties to provide you with information about goods and services that we feel may be of interest to you.
- (11) When you provide us with the Personal Data of your Group you are confirming that you have obtained their consent to do so.

### SPECIAL CATEGORIES OF DATA

- (12) You may provide us with Special Categories of Personal Data including:
  - (a) a specific medical condition;
  - (b) specific dietary requirements;
  - (c) a requirement for special assistance; and/or
  - (d) your passport information.

- (13) When you provide us with Special Categories of Personal data you consent to us processing such Personal Data for the purpose of providing you with your package.

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## SECTION 17 - SUPPORT

### SUPPORT

- (1) Most of our accommodation is staffed by one of our representatives for a set period of time each day to support you as required, but we do not guarantee this will be the case.
- (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.

### EMERGENCY HELPLINE

- (3) We will operate a 24-hour emergency helpline from the date of departure to the date of your return.

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## SECTION 18 - CONTACT

### OUR COMPANY

Your contract 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.

### OUR EMAIL ADDRESS

customerservices@icctravelandtours.co.uk

### OUR PHONE NUMBER

0344 788 6001

### OUR WEBSITE

[www.icctravelandtours.co.uk](http://www.icctravelandtours.co.uk)

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## SECTION 19 - GENERAL

### NO PARTNERSHIP, AGENCY OR JOINT VENTURE

- (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, 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 us.

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

### WEBSITE ACCURACY

- (2) 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 service providers mentioned therein.

### OUR PROMISES

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

## WAIVER

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

## THIRD PARTY RIGHTS

- (5) No one other than the Lead Booker or us may enforce this contract and these Package Terms do not create any right enforceable by any third party except as set out in these Package Terms.

## INTELLECTUAL PROPERTY

- (6) All Trademarks are used under license by us. All such rights are reserved.
- (7) Nothing in these Package Terms permit you to use the package you have purchased to commercially associate yourself with us 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 Ticket Terms & Conditions.

## GOVERNING LAW

- (8) This contract is made on the terms of these Package Terms, which are governed by English Law, and the jurisdiction of the English Courts.

## SECTION 20 - GLOSSARY

<b>Booking Confirmation Email</b>	The email sent by us to you confirming that your booking request has been accepted by us detailing the services that are included within your package and Party Members' details, of which form part of your contract with us.
<b>Booking Request Acknowledgment Email</b>	The email sent by us to you confirming receipt of your booking request.
<b>Entities</b>	Sports Travel and Hospitality Group Limited, the International Cricket Council (ICC), the International Cricket Council FZ LLC and the ICC Business Corporation FZ LLC.
<b>Final Balance</b>	The remaining monies owed to us by you by the date set out in <i>Section 3(1)</i> .
<b>Group</b>	All named individuals forming part of your travelling party.
<b>Lead Booker</b>	The person making the booking with us.
<b>Lead Party Member</b>	The Party Member named as the lead contact when the Lead Booker is not travelling as part of the Group.
<b>Package Terms</b>	These terms and conditions, of which form part of your contract with us.
<b>Party Member</b>	Each named individual travelling as part of your Group.
<b>Single Room Supplement</b>	A charge applied for single room occupancy. <i>See Section 4 – Charges.</i>
<b>Ticket Terms and Conditions</b>	The terms and conditions issued by the Ticket issuer. <i>See Appendix 1.</i>
<b>Tickets</b>	Official tickets allocated as part of your package.
<b>Trademarks</b>	ICC, Cricket World Cup and ICC Travel & Tours.

## APPENDIX 1 – TICKET TERMS & CONDITIONS

### ICC CRICKET WORLD CUP 2019 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;

**“Ballot Terms”** means the information applicable to entry into the Ballot as set out on 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 regulations of the Dubai Creative Clusters Authority with its registered address at Office No. 28, Second Floor, Building 2, Dubai Media City, United Arab Emirates, and having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, PO Box 500070, Dubai, United Arab Emirates;

**“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 Ticketmaster Sport Limited, who have been appointed by the Host to operate the Ballot, together with any ticket box offices or other ticket distribution outlets appointed by the Host;

**“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 delivery or administration fee (or part thereof);

**"person"** shall include natural and juristic persons;

**"Prohibited Item"** means any of the items listed as such in the applicable 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 Cricket World Cup 2019 England & Wales;

**"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 regulations covering 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 located at [tickets.cricketworldcup.com](https://tickets.cricketworldcup.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 shall 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 shall 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

- Ticket Purchasers must be aged sixteen (16) years or above. 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.
- These Conditions incorporate the Ballot Terms. 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 during the application windows (as set out on the Website);
  - 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 details of a payment card registered to them 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;

- (f) entrants to the Ballot will be sent an email notification within thirty (30) days of the Ballot closing 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 within forty eight (48) hours of this email notification, using the payment card details provided. 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. The Ticket Purchaser's payment card will only be charged the actual value of their Ticket application (including the applicable delivery charges indicated in the Ballot Terms) 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
- (g) 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.

#### **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:
- (a) offered publicly (other than through the Official Resale Platform), whether for sale or as a gift or donation or any other means of transfer;
  - (b) 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;
  - (c) offered or transferred, used or otherwise disposed of:
    - (i) 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
    - (ii) to enhance the demand for any other good(s) or service(s);
  - (d) 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;
  - (e) 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
  - (f) 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.
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**

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. Children below the age of two (2) years shall not require a Ticket provided they are seated on the lap of a Ticket Holder and do not occupy a seat. 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):
- (a) does not produce a valid Ticket upon request;
  - (b) is in breach of any of these Conditions;
  - (c) may unreasonably obstruct the viewing of other spectators;
  - (d) 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:

- (i) public nudity or indecency;
  - (ii) excessive noise or any interference with the conduct of a Match;
  - (iii) the wearing or other display of commercial, political or offensive signage or logos;
  - (iv) the throwing of any object that might injure or cause damage to people or property;
  - (v) the obstruction of any gangway, access-way, exit, entrance or staircase;
  - (vi) climbing roofs, walls, fences, stands, lighting masts or any other structures or constructions in a Venue or standing on seats;
  - (vii) defacing or obscuring any notice, advertisement, branding or signage;
  - (viii) smoking in any area where smoking is not permitted; and/or
  - (ix) 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, gender, sexual orientation, religion, culture, colour, descent, nationality or ethnic origin;
- (e) fails to comply with instructions from any Authorised Person, police, steward or other security officer;
- (f) is noticeably under the influence of alcohol, illicit drugs or any behaviour-modifying substance;
- (g) 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 are rigid or protrude more than a hand's breadth below the flag);
  - (ii) alcohol, other than where permitted under the applicable Venue Regulations;
  - (iii) metal cans and glass bottles, other than where permitted under the applicable Venue Regulations;
  - (iv) unless otherwise specified in the applicable 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;

- (v) animals (other than guide dogs / service animals);
- (vi) 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;
- (vii) any tripods, monopods or commercial digital video camera equipment whatsoever (whether or not for personal use);
- (viii) 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;
- (ix) any other items listed as prohibited on the applicable Venue Regulations; and/or
- (x) 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 applicable 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 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, 11, 12, 13(g), 16, 17, 21, 22, 24(b), 25, 26, 28, 34, 35, 39, 41, 42(a) and 43 of these Conditions;
  - (b) in the case of any Authorised Person, paragraphs 9, 16, 17, 21, 22, 26, 27, 34, 35, 41, 42(b) and 43 of these Conditions;
  - (c) in the case of the ICC, paragraphs 34, 35, and 42(c) and 43 of these Conditions;
  - (d) in the case of each of the Official Ticketing Agents, paragraphs 34, 35, 41, 42(d) and 43 of these Conditions;
  - (e) in the case of each of the Authorised Agents, paragraphs 34, 35, 41, 42(e) and 43 of these Conditions; and
  - (f) in the case of any Commercial Partner, paragraphs 33(b), 41, 42(f) and 43 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) shall 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 shall 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 in accordance with English law.