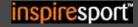
# **Terms & Conditions**





These Booking Conditions, together with our Privacy Policy, together with any other written information we brought to your attention before we confirmed your sports tour booking, form the basis of your contract with Destination Sport Group Limited trading as inspiresport, with registered company number: 05101939, ABTA No: Y6767 ATOL No: 12127, VAT No: 123366434. ("we", "us", "our").

Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

### Your sports tour contrac

By making a booking, the first named person on the booking (the lead booker) agrees on behalf of all persons detailed on the booking that:

a ) he/she has read these Booking Conditions and has the authority to and does agree to be bound by them

 b) he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);

c) the lead booker is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services: and

d) he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

These booking conditions and any agreement to which they apply are subject to English law. We both agree that any dispute claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however choose the law and jurisdiction of Scotland and Northern Ireland if you live in those places and wish to do so. No variation of these terms will be valid unless confirmed in writing by us. A contract will exist as soon as we issue our confirmation invoice.

# Your Financial Protection

We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number [12127], issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information and what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative service). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you).

You agree to accept that in those circumstances that an alternative ATOL holder will perform those obligations and you agree to pay any money outstanding will be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We provide full financial protection for our package holidays which don't include flights, by way of a bond held by ABTA Ltd. The Travel Association 30 Park Street London SE1 9EO www.abta.co.uk.

You agree to accept that in the event of our insolvency, ABTA may arrange for the travel services you have booked to continue, or for a suitable alternative to be provided at the same cost of your original booking. You also agree to accept that in circumstances where the travel services supplier provides the services you have booked, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) or a refund of the monies you have paid.

# ABTA

We are a member of ABTA, membership number Y6767. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs.

There is a limit of £25,000 per booking. This scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday.

Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

## ricing Policy

You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. When you make your booking you must pay the required deposit. The deposit is the total of the 1st, 2nd, 3rd or any number of split deposits agreed at time of booking (Excluding Infants under two years of age at the date of return). Should your booking include budget or scheduled flights/ low cost airlines, cruises or other special arrangements the deposit required may vary up to the full ticket price.

We endeavour to ensure that all the information and prices both on our website and in our promotional materials are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

Some accommodation providers may also require additional deposits at the time of booking

The balance of the price of your travel arrangements must be paid 12 weeks before your departure date. For any bookings made within 12 weeks of the departure date, full payment must be made at the time of booking.

Balance due dates may vary where scheduled flights are included and where ticketing deadlines are unexpectedly brought forward. This may result in a request for earlier payment. If the deposit and/or balance are not paid on time, we reserve the right to cancel your travel arrangements, retain your deposit and cancellation charges will be due. The price of your holiday may change after you have booked due to changes in transportation costs including the cost of fuel, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates. However there will be no change within 30 days of fivery depositive.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged by the amount over and above that, plus an administration of £1.00 per person together with an amount to cover agents commission.

If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting an alternative holiday if we are able to offer one, or cancelling and receiving a full refund of all monies naid, except for any amendment charges and Insurance charges.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent currency changes have no impact on the price of your travel dues to contractual and other protection in place.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

# If you change your booking (excluding name changes)

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen date of departure or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be made in writing from the lead booker.

You will be asked to pay an administration charge of £25 and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made. You should contact us as soon as nossible

Note: Certain travel arrangements (eg. scheduled or low cost flights) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the

# Transfer of Booking

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

1.that person is introduced by you and satisfies all the conditions applicable to the holiday

2.we are notified not less than 7 days before departure:

3.you pay any outstanding balance payment, an amendment fee of £25 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and

4.the transferee agrees to these booking conditions and all other terms of the contract between us

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in these booking conditions will apply in order to cover our estimated costs. Otherwise, no refinds will be given for passenders not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. Changes are depender on the carrier and in the majority of cases airlines will not allow name changes and you would be required to purchase a new ticket.

# If you cancel your booking

You, or any member of your party, may cancel their travel arrangements at any time. Written notification from the person who made the booking must be received at our offices.

Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellations charge

Period before departure within which written cancellation is received by inspiresport	Amount of cancellation charges shown as a percentage of the booking price.*
More than 98 days	(Normally 1st, 2nd and 3rd or any low deposit) as indicated on invoice.
98-72 days	30% or deposit if greater
71-42 days	50% or deposit if greater
41-22 days	75% or deposit if greater
21-15 day	90% or deposit if greater
14 days or less	100%

Note: if the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges. The full insurance premium is retained in the event of cancellation.

# Terms & Conditions (cont.)

# inspiresport\*

\*Bookings that include Budget/Low cost or Schedule Flights and/or cruise may incur different cancellation charges. Some accommodation providers may also require additional non-refundable deposits. Please enquire at the time of booking.

\*\*Where a low deposit has been paid at the time of cancellation you will be required to pay the remainder of

the full deposit. For clarity THE DEPOSIT is the total of all the deposit instalments.

# Cancellation by You due to Unavoidable & Extraordinary Circumstances

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination

This clause outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used, f you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur.

Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

# If We Change or Cancel Your Booking

It is unlikely that we will have to make any changes to your travel arrangements, as we plan the arrangements  $\frac{1}{2}$ many months in advance. Occasionally we have to make changes and we reserve the right to do so at any time. Most of these changes are minor and we will advise you of them at the earliest possible date. We do use the services of independent suppliers such as hotels, airlines, over which we have no direct control.

We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, it may be necessary to cancel your travel arrange-ments less than 14 weeks before your departure date, for reasons of force majeure, failure of a supplier or failure by you to pay the final balance by the due date. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in the table below.

Please note the existence of a "UK Air Safety list" (available for inspection at https://www.caa.co.uk/ Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/) detailing air carriers that are subject to an operating ban within the UK.

 $In \ accordance \ with \ UK \ regulations, \ we \ are \ required \ to \ advise \ you \ of \ the \ actual \ carrier \ operating \ your \ flight/$ connecting flight/transfer. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such change is deemed a minor change. Other examples of minor change include alteration of your outward/return flights by less than 12 hours, changes to Clarity Business Travel will not be held responsible for any additional "out of pocket" expenses your party may incur due to holiday amendment.

When a major change occurs, we will inform you as soon as reasonably possible, if there is time before departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major changes arises due to reasons of force majeure, we will pay compensation as detailed below

Period before departure within which a major change or cancellation is notified to you or your travel agent	Credit/ compensation per full fare paying passengers
More than 90	Niill
days 98-43 days	£10 £20 £30
42-29 days	£40
28-8 days	
7-0 days	

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

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure".

For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been

Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to humanhealth such as the outbreak of serious disease at the travel destination or natural disasters such as floods. earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected.

However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

# If you have a complaint

If you have a problem during your tour it is of the utmost importance that you immediately bring it to the attention of the relevant person (for example the resort representative, hotel manager or transport agent) who will do their best to put things right. If your complaint is not resolved locally, you should contact us to advise us of the problems so that we may endeavour to resolve it. However, should a problem remain unresolved, a complaint should be made in writing within 28 days of your return home to: Customer Service Department, inspiresport,4th Floor, Broadhurst House, 56 Oxford Street, Manchester, M1 6EU providing your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as any resort representative without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your compliant whilst you were in resort and this may affect your rights under this contract.

Any relevant international convention, for example the Montreal Convention in respect of travel by air, the
Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris
Convention in respect of the provision of accommodation, which limit the amount of compensation that you can
claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as
having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the independent suppliers' contractual terms, or the international conventions, from our offices: inspiresport, 4th Floor, Broadhurst House, 56 Oxford Street, Manchester, M1 6EU

This clause doesn't apply to any excursions or activities that you might purchase whilst on holiday. It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to

(a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we couldnot have foreseen you would suffer or incur if we breached our contract with you;
 (b) relate to any business;
 (c) indirect or consequential loss of any kind.

we will not accept responsiblely to service are not advertised on our website or in our promotional material. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause,

unavouance and extraordinal.

circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather condit which make it impossible to travel safely back to your departure point.

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

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

# Terms & Conditions (c ont.)

# inspiresport"

# Passport, Visa, Immigration and Vaccination Requirements

A full passport (valid for at least 6 months beyond the end of your holiday) is required for travel. Your specific passport and visa requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements or if you are not in possession of the relevant vaccination certificates.

It is also your responsibility to arrange adequate insurance cover for your trip and to take relevant details of the policy with you.

### Eveursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## Transportation

It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you we will notify you of the time by which you should arrive at all points of departure. If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur in making such arrangements.

Any air, rail, road and other departure times are supplied by the carriers. They are subject to inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown on your tickets. The timings are estimates only. Clarity Travel Limited does not have any liability to you for any delays that may arise. Further, your dealings with all carriers are subject to the conditions of the carrier, some of which may limit or exclude liability. Where we are in a position to do so, we will give information before you book concerning the airline on which you will fly, your airport of des-tination and type of aircraft on which you will travel. However if any of these details change subsequent-ly, and you choose to cancel as a result, our normal cancellation charges will apply. Any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

## Miscellaneous

# FCDO Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly Advice from the FCDO to avoid or leave a particular country may constitute Force Majeure.

# Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

# Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or party will be rapty will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

# Conditions of Travel

We reserve the right to require any passenger to produce medical evidence of their fitness to travel. Passengers with a disability, which may require a special treatment or assistance, must advise inspiresport in writing of the condition so that appropriate advice and assistance can be given.

NB Passengers may be refused passage as a result of failing to notify us and if appropriate arrangements cannot be

We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

inspiresport has no control over the allocation of airline seats and cannot guarantee any seat requests. Baggage allowance will vary by destination-please check (with the airline used) for details. Passengers are advised that all airlines operate a non-smoking policy. You must declare pregnancy to us at the earliest opportunity as on certain airlines conditions and restrictions apply. Pregnant women are not permitted, typically if the pregnancy is more than 28 weeks at the anticipated return date. We reserve the right to refuse passage onboard to any person who appears to be in advanced stages of pregnancy.

We reserve the right to determine the hotel, air-carrier, flight routing (flights will not necessarily be direct or nonstop) and airport, for all sports tours advertised.

















