



## EXCURSION TERMS & CONDITIONS

These Excursion Terms & Conditions are supplemental to the Booking Terms & Conditions you accepted when booking your package.

### 1. DEFINITIONS

1.1. In these Excursion Terms & Conditions, the following words and phrases shall have the following meanings:

**Confirmation:** the letter or email we send to the Lead Booker accepting and confirming an Excursion purchase following receipt of the Excursion Booking Form.

**Contract:** these Excursion Terms & Conditions, the Excursion Booking Form and the Confirmation.

**Excursion:** those excursions or activities offered by LRT to the Lead Booker.

**Excursion Booking Form:** the Excursion Booking Form provided by LRT to the Lead Booker.

**Group:** each person who ultimately receives the benefit of the Excursion.

**Lead Booker:** the Lead Booker who has purchased a package from LRT.

### 2. GENERAL

If you book Excursions through Mike Burton Travel Limited trading as Lions Rugby Travel ("LRT" "we" or "us") for the British & Irish Lions Tour to New Zealand 2017, LRT will be entering into a new and separate contract with you on the following terms and conditions.

### 3. MAKING YOUR BOOKING

3.1. All Excursions must be booked through us by the Lead Booker at least 30 days prior to departure unless LRT agree otherwise.

3.2. Each Excursion is sold to you separately and in addition to your travel package provided by us ("Package"). As such an Excursion does not form part of your Package.

3.3. All Excursions are subject to availability and the Contract between you and LRT will be formed when we confirm to you in writing that your Excursion booking request has been accepted.

3.4. You (as the Lead Booker) must accept the Excursion Terms & Conditions in order to complete the booking process. When you make a booking request by completing and returning a signed Excursion Booking Form, you guarantee that you have the authority to accept all of the Excursion Terms & Conditions on behalf of your Group. You are responsible for ensuring all of your Group comply with the Excursion Terms & Conditions.

3.5. The booking is between us and the Lead Booker. We will only discuss the booking with the Lead Booker, except where we have (at our sole discretion) agreed with the Lead Booker to discuss the booking with a named third party and have received from the Lead Booker written authorisation confirming the named third party's details.

### 4. PAYMENT

4.1. Payment is non-refundable and is required in full at the time of receiving our invoice.

4.2. If you pay for an Excursion by American Express Charge and Credit Card, Visa Credit or MasterCard payment, LRT will pass on the 1.5% service charge to you.

4.3. If LRT do not receive payment when due, LRT reserve the right to cancel your booking without notice or liability.

### 5. CANCELLATION

5.1. If you choose to cancel an Excursion prior to 1 May 2017 LRT will use reasonable endeavours to recover your money from the Excursion provider to enable us to refund all or part of the monies you pay for an Excursion, but make no guarantee that you will receive any monies back. This is because the Excursion providers charge us cancellation fees which LRT may not be able to recover. If you cancel your Excursion after 1 May 2017 or fail to show up at the required time, then you will not receive a refund.

5.2. Cancellation of a particular Excursion does not cancel any other part of a Package, any other Excursions or other contracts for goods or services you have with us. Cancellation of, or changes to, an Excursion by us do not represent a change to your overall Package.

5.3. LRT arrange Excursions to be provided by local companies. LRT use reasonable skill and care to select suitable Excursion providers for you but exclude all other warranties insofar as LRT are legally allowed to do so. If you book your own excursions, independent of us, either before you depart or whilst you are out in your destination, we will have no responsibility to you for them.

### 6. LIABILITY

6.1. Our liability to you for any loss you suffer as a result of our breach of these terms, or from participating in an Excursion, shall be limited to the price you have paid for your Excursion. These limitations do not apply to death or personal injury caused by our negligence or losses you suffer as a result of our fraud.

6.2. All personal possessions (for example your mobile phone or camera) taken on Excursions are at your own risk and LRT shall not be responsible if they are lost or damaged.

6.3. If you book your own excursions independently of LRT, either before you depart or whilst you are away LRT will have no responsibility to you for them and do not accept any liability

if things go wrong. You and all members of your party participating in or attending an Excursion must be adequately insured. It is your responsibility to check whether the activities you will take part in as part of the Excursion are included within your insurance policy cover.

6.4. The description of the Excursions published via our website, portal, or detailed in our Confirmation Letter have been provided to us by the Excursion provider. As such LRT do not take responsibility if this description is inaccurate or the Excursion is subsequently altered by the Excursion provider.

6.5. We will take no responsibility for the acts or omissions of third parties including but not limited to owners or those in control of any sites or property visited whilst on an excursion.

### 7. YOUR EXCURSION

7.1. The Excursion provider is responsible for delivery of all parts of the Excursion (excluding transfers to and from the hotel – if any) and you should check what is included (for example meals may be extra). It is possible that the content or format of an Excursion may change slightly during the period between booking and the date on which you are due to participate in the Excursion. In addition, inclement weather may also result in Excursion itinerary changes or curtailment for which LRT shall not be responsible and no refunds will be paid.

7.2. LRT does not discriminate between who is permitted on Excursions but your local Excursion provider may require you to be of a certain age, health, height or weight for health and safety purposes. Our website should specify if any restrictions apply to an Excursion and if you are in any doubt please contact us. If you ignore these requirements, you may be stopped from taking part in the Excursion on the day by the provider and may not receive a refund.

### 8. FORCE MAJEURE

If unforeseen or uncontrollable circumstances occur, such as natural disasters or inclement weather, if the number of participants does not reach an economic level for us to operate, or if our minimum numbers for an Excursion are not met, LRT reserve the right to cancel or alter all or any part of any Excursion on your behalf. If LRT cancel an Excursion for any reason, LRT will refund to you the price you paid for the Excursion only. As any Excursions are separate to your Package, no additional compensation is payable to you if LRT cancel.

### 9. YOUR RESPONSIBILITY

9.1. You and your Group acknowledges that the Excursion is supplied subject to the Excursion provider's terms & conditions and other reasonable directions or instructions it may make from time to time to which you agree. The Excursion provider's terms & conditions may be amended from time to time. You will ensure that your Group are aware of and comply with the Excursion Provider's Terms & Conditions.

9.2. You agree not to cause a nuisance to the service provider or other participants on your Excursion. If you cause damage or injury to any equipment or any other person whilst participating in the Excursion you are fully responsible for any money payable as a result. If LRT have to pay any damages or costs to an Excursion provider as a result of you causing damage or injury, you agree to pay an equivalent amount to compensate us.

9.3. Some Excursion providers may provide you with the opportunity to purchase gifts or additional activities, these will be purchased at your discretion and risk and are not included in the cost of your Excursion.

9.4. You must follow all reasonable instructions of the Excursion provider. If in the reasonable opinion of the Excursion Provider your behaviour is disruptive, threatening or abusive, causes or likely to cause danger, and/or detrimental to or incompatible with the interests, comfort, well-being or harmony of the group and/or others the Excursion provider may require you to withdraw from the Excursion at any time. In the event of an early withdrawal from the Excursion no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour.

### 10. INSURANCE

10.1. You must check with your insurance provider as to whether the policy you hold provides adequate cover for the Excursions you purchase.

10.2. If the reason for cancellation is covered by your insurance policy, you may be able to claim a refund of your cancellation charges from the insurance company.

### 11. MAKING A COMPLAINT

11.1. If you have a complaint about an Excursion you should raise this at the time with the Excursion provider and our representatives. If the complaint cannot be resolved to your satisfaction then please put it in writing to us within 14 days of the end of your Excursion: Lions Rugby Travel, Carter Court, 8 Davy Way, Quedgeley, Gloucester, GL2 2DE.

11.2. LRT will use reasonable endeavours to assist you in trying to resolve any complaint with the Excursion provider but make no guarantees that this will be successful.

### 12. MISCELLANEOUS

These Excursion Terms & Conditions are governed by English law and the jurisdiction of the English Courts.