



## MINI'S FESTIVAL AT TWICKENHAM STADIUM TERMS & CONDITIONS

VERSION: SEPTEMBER 2021

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### INTRODUCTION

Thank you for choosing to take part in our Mini's Festival (**Event**).

Please read this document carefully as it sets out the terms of our relationship with you. All of our Mini's Festival Terms & Conditions (**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 booking, the cancellation charges set out in these 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. You must not transfer, resell, offer, expose or make available any services you purchase from us.

Your booking does not constitute a "package" as defined by the Package Travel and Linked Travel Arrangements Regulations 2018 and therefore in relation to your booking you will not be entitled to any of the rights afforded by the Package Travel and Linked Travel Arrangements Regulations.

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### SPECIAL TERMS

These special terms are specific to the Event.

#### COVID-19 AND OTHER COMMUNICABLE DISEASES

- (1) The Entities cannot prevent any Party Members from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease. It is not possible to prevent against the presence of the disease. Therefore, if you choose to attend you are aware and accept that you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or any such communicable diseases. By accepting these terms and booking, you and your Group assume the risk to and understand this warning concerning COVID-19 or any such communicable diseases. In this regard any Party Member waives the right to bring any claims including for personal injury, death, disease or property losses, or any other loss, including but not limited to claims of negligence and shall not seek damages, whether known or unknown, foreseen or unforeseen relating to COVID-19 or any communicable diseases except for death or personal injury where caused by our negligence.
- (2) The total price of the booking does not include any additional COVID-19 or any communicable disease related checks or compliance with additional requirements when using services forming part of your booking or upon entry into or exit from venues. It is your responsibility to understand what checks and requirements you will need to enter into the venues, you will need to pay for these yourself and we do not provide any assistance.

#### COVID-19 RELATED ENTRY REQUIREMENTS

- (3) You may be required by a venue or service provider to comply with specific COVID-19 or any communicable disease related measures (e.g. COVID-19 passports, provision of information etc). These requirements may change. We will (where possible) provide you with information available to us regarding these measures. We will not be liable to you if you are unable to comply with the entry requirements or are prevented from entry due to failure to comply with COVID-19 or any communicable disease related entry requirements.

#### MINIMUM SIGN UP

- (4) We reserve the right to cancel your booking if the minimum number required for the Event to go ahead hasn't been reached.
- (5) The minimum number of players required per team will be 12 and is set out in the Booking Confirmation Email, along with the time limit for us to tell you if the booking has to be cancelled.

#### EVENT SAFETY

- (6) At all times during the Event you must adhere to all instructions given by event marshals, volunteers and officials.
- (7) It is your responsibility to ensure that you have the correct equipment that is in a good safe working order and take weather conditions into account when preparing to take part.
- (8) It is your responsibility that you and your Group are sufficiently fit and healthy to participate in the Event. If you are in any doubt we recommend that you seek medical advice beforehand.

## RELEVANT SUPPLIER TERMS AND CONDITIONS

- (9) The following third party terms and conditions (as updated from time to time by the relevant service provider) will apply in the event your booking includes a service by the relevant service provider:
- The Rugby Football Union Ticketing Terms & Conditions accessible [here](#).
  - Twickenham Stadium Ground Rules accessible [here](#).

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## SECTION 1 – HOW TO MAKE YOUR BOOKING

### YOUR QUOTATIONS AND YOUR BOOKING REQUEST

- (1) You will sign a Booking Request Form and submit that Booking Request Form to us in person, by post or by email using the contact information contained in *Section 12 - Contact* of these Terms. Your Booking Request Form will state number of participants (children and adults), age of players, fixtures, activities, kit and any additional services.
- (2) After submitting your Booking Request Form you should receive a booking request acknowledgement e-mail from us acknowledging that we have received your Booking Request Form. If you have not received a booking request acknowledgement email from us after submitting your Booking Request Form, please contact us (see *Section 12 - Contact*).
- (3) By submitting a Booking Request Form, you promise that you are at least 18 years old and have the authority to submit the Booking Request Form and to act on behalf of your school, sports club or other such entity that you represent. Any booking requests that do not comply with this will be cancelled.

### WHEN YOUR CONTRACT WITH US FORMS

- (4) We will consider your Booking Request Form and confirm if we are able to provide you with the requested booking. If we accept your Booking Request Form we will provide you with a Booking Confirmation Email.
- (5) 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.
- (6) Confirmation of your booking request is subject to availability and at our sole discretion.

### CHECKING YOUR BOOKING CONFIRMATION EMAIL

- (7) It is your responsibility to check the details in your Booking Confirmation Email are 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*.
- (8) It is always possible that, despite our best efforts, the information in your Booking Confirmation Email may be incorrect (for example, an incorrect number of participants 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 booking as incorrectly listed in your Booking Confirmation Email;
  - (b) accepting the correction to the Booking Confirmation Email; or
  - (c) cancelling your booking and receiving a full refund.
- (9) 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 booking 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

- (10) Payment of a non-refundable deposit is required on receipt of your Booking Confirmation Email. All further payments are required to be made as set out in *Section – 3*.

### CONDITIONAL BOOKING REQUESTS

- (11) 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

- (12) If we have provided you with a quote it will remain valid for seven days unless we say otherwise. If you choose to progress the quote, you must confirm this to us in writing and 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.

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## SECTION 2 – YOUR BOOKING

### THE LEAD BOOKER

- (1) You (as the **Lead Booker**) must accept the 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 these Terms on behalf of your school, club or party (**Group**). You are responsible for ensuring all of your Group comply with these Terms.
- (2) The booking contract is made up of these 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 ATTENDING

- (3) If the Lead Booker submits the booking request but will not be part of the Group then the Lead Booker must nominate another Party Member to 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) The Lead Party Member will be the main contact for the Group and will receive all information.

### STATUS

- (5) Your booking is for the Event and other services (if applicable) we have set out in the Booking Confirmation Email.
- (6) Booking the Event is subject to availability at the time of booking. In addition, the content, duration and particulars of the Event 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 booking has changed prior to submitting your Booking Request Form.

### THE TERMS & CONDITIONS OF YOUR BOOKING

- (7) We reserve the right to alter these Terms from time to time in accordance with changes to legislation and regulations.

### TRAVELLING WITH CHILDREN

- (8) Children under the age of 18 will be refused entry unless each child is accompanied by a parent, teacher, guardian, sports club staff member, coach or tour leader. You must ensure that there are a sufficient number of parents, guardians, sports club staff members, coaches or tour leaders on the booking to more than adequately look after and care for all children participating in the booking (see *Section 7 – General Information*).
- (9) Whilst we may have staff or agents present at the Event we are not responsible for the safety and wellbeing of your Party Members. You must ensure that all your Party Members are safe, secure and looked after throughout.
- (10) Whilst we endeavour to engage only reputable suppliers and agents please note that it is not always possible to obtain DBS (or equivalent) checks for our suppliers or agents and so we cannot guarantee that all persons involved in delivering your booking and the Event have undertaken a DBS (or equivalent) check.

### RISK ASSESSMENT

- (11) It is your responsibility to undertake sufficient risk assessment and analysis to ensure that your booking and any additional services that you purchase in relation to your booking are safe and appropriate for all Party Members. For the safety of your Group you must follow all advice and guidance that we may issue to you.

### TRANSFERRING YOUR BOOKING

- (12) Your booking 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 booking, or any part of it, to another person, school, sports club, company or organisation. If you breach this obligation we reserve the right to cancel your booking (without liability to you) and retain your money or refuse to transfer your booking.

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## SECTION 3 – PAYMENT

### PAYMENT OF YOUR BOOKING

- (1) The price of your booking must be paid in full at the time of booking. We will invoice you for the total amount of your booking with your Booking Confirmation Email.

### NON-REFUNDABLE DEPOSIT

- (2) When you make payment of your booking you are committing to the full amount of the booking and your payment shall be non-refundable.

### PAYMENT METHODS

- (3) 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.
- (4) You must pay us in Pound Sterling. You will be responsible for paying all bank charges as applicable.

### LATE AND NON-PAYMENT

- (5) 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.
- (6) 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

- (7) We reserve the right to alter the prices of the Event provided in any quote, shown in our brochures or on our website.
- (8) You will be advised of the current price of the Event before your contract is confirmed. If there is a pricing error, we will contact you before we confirm your booking.

### WHAT IS NOT INCLUDED IN THE PRICE

- (9) Your Booking Confirmation Email will specify what is included in the price of your booking.
- (10) The following are not included in any booking price unless specified and you should budget for these expenses accordingly: transport to and from the Event, insurance, car parking, 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 booking.

### WHO IS RESPONSIBLE FOR PAYMENT?

- (11) The Lead Booker is responsible and liable for payment for all Party Members.
- (12) 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

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

### ADDITIONAL NON-REFUNDABLE DEPOSITS

- (14) 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*).
- (15) If required, we will write to you to confirm when and how you will have to pay an additional payment.
- (16) 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.

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## SECTION 4 – CHARGES

### CHARGES

- (1) The total price of the booking is inclusive of taxes (except as set out in these 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.

### POSTAGE/COURIERS

- (2) The price of your booking covers the cost of postage for your documents and merchandise (as applicable) within the UK only (excluding the Scottish Highlands and Scottish Islands where a higher rate may be charged). If you require postage outside the UK or to the Scottish Highlands or Scottish Islands (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.
- (3) We will not send any packages until we have received full payment of your Final Balance.

- (4) We do not guarantee that you will receive one package per booking and items may arrive in multiple packages. We cannot guarantee that all packages will arrive at the same time.

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## 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 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 Event 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) 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.
- (6) Amendments to products and services that do not form part of your booking will be subject to the terms and conditions applicable to those products and services.

### ADDITIONAL MEMBERS

- (7) Should you wish to add additional members to your Group please contact us to discuss your requirements. The charges for any additional members may be greater than those of your Group. The inclusion of any additional members shall be subject to our confirmation.

### IF WE CHANGE THE MINIS TOURNAMENT

- (8) We make arrangements for your booking 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 booking 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) cancelling your booking and receiving a full refund of all monies paid in respect of your booking within 14 days of your cancellation.
- (10) We will inform you of 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) We will not pay you compensation if we have to cancel or change your booking or the Event 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, drought, match fixture or scheduling changes, epidemics, pandemics and unavoidable technical problems with transport.

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## SECTION 6 – CANCELLATION

### IF YOU CANCEL

- (1) You may cancel your booking at any time prior to the Event subject to a 100% cancellation charge.
- (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) 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.

- (4) At minimum, your non-refundable deposit(s) and cancellation charges will be retained to cover the costs of the sale to you and subsequent re-sale (if possible). These are a genuine pre-estimate of our losses incurred due to your cancellation and it is irrelevant whether we re-sell your booking or not. Please note, if special arrangements have been specifically made for you, the cancellation charges will be higher as our losses will also increase due to the bespoke nature of the special arrangements and the likely impossibility of resale. Please note we are not required to re-sell your cancelled booking. If you have cancelled your booking 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**

- (5) You may cancel your booking without paying cancellation charges if the performance of your booking, or the carriage of Party Members to your destination, is significantly affected by unavoidable and extraordinary circumstances at the destination of your booking or within its immediate vicinity. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund.

#### **CANCELLATIONS AND CHANGES FOR NON-REFUNDABLE AMENDMENTS**

- (6) When you opt for upgrades, make bespoke travel arrangements 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 booking 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.
- (7) If you are required to pay for any amendment to your booking and we require payment for that amendment in full at the time of amendment, that payment will be a non-refundable deposit.

#### **CANCELLATION OF A PARTY MEMBER ONLY**

- (8) If you wish to cancel the booking for some Party Members within your Group but the remainder of the Group still intends to attend, then the cancellation charges will apply as above but in relation to the pro rata total booking cost attributed to those Party Members (see *Section 4 – Charges*).

#### **NON-USE OF SERVICES**

- (9) If you choose not to receive part of the services you have booked you will not be entitled to a refund for the products and services that you do not utilise.

#### **IF WE CANCEL YOUR BOOKING**

- (10) We reserve the right to cancel your booking. We will not cancel after your Final Balance payment, except:
- (a) for unavoidable and extraordinary circumstance;
  - (b) for failure by you to pay any instalment by the due date or the Final Balance; or
  - (c) if you are in serious breach of these Terms (for example *Section 14 Customer Code of Conduct*); or
  - (d) if the minimum number required for the booking to go ahead hasn't been reached.

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.

The minimum number required will be provided to you in the quote and as set out in the Booking Confirmation Email, along with the time limit for us to tell you if the booking has to be cancelled.

- (11) If we cancel your booking because you are in serious breach of these Terms, the contract with us will terminate immediately and we will have no further responsibility or liability to you.

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## **SECTION 7 – GENERAL INFORMATION**

#### **ACCESSIBILITY & SPECIAL REQUIREMENTS**

- (1) Everyone is welcome at the Event but we will need to know if you require any assistance at stadia, event venues, have reduced mobility or have a medical condition that might affect your involvement in the Event.
- (2) Due to the nature of attending a sporting events at large stadia, there may be considerable walks, limited space and other practicalities associated with 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 participation in the 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. You may be required to complete a questionnaire or provide further information promptly on our request.

#### **LOST PROPERTY AND LEFT BELONGINGS**

- (5) 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.
- (6) We are not obliged to return to venues used by the Party Members to collect personal belongings left behind by you or any Party Member. Event providers are not obliged to hold or return lost property. Any assistance with the return of lost property by either us or the providers may incur additional charges.

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## **SECTION 8 - INSURANCE**

#### **TOURNAMENT ATTENDANCE**

- (1) We consider adequate insurance with a reputable insurance company to be essential and as such we make it a condition of our contract with you. Your insurance should cover the cost of cancellation, medical expenses, loss of luggage or money, personal liability claims, participation in sports, sports equipment, costs of assistance in the event of accident, injury, illness or death.
- (2) You promise and undertake on behalf of yourself and each Party Member of your Group to:
- (a) arrange insurance;
  - (b) not hold us responsible for any costs incurred by any Party Member of your party due to your (or their) failure to take out adequate insurance; and
  - (c) indemnify us for any costs incurred by any Party Member of your party due to your (or each Party Member of your party's) failure to take out adequate insurance.
- (3) Confirmation of the above in no way limits or excludes your statutory rights or limits the legal obligation owed to you. By booking with us you agree to the indemnity detailed above and detailed on the Insurance Indemnity Form during the booking process.
- (4) Generally, most insurance policies apply limits and exclusions based on the cost of the booking. It is your responsibility to check that you have adequate cover under your policy.
- (5) In addition, it is your responsibility to make sure there are no exclusion clauses within your policy relating to the activities to be undertaken during the booking.
- (6) 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 – 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 booking.
- (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 the Event and we will have no further responsibility to them. In the event that we consider your behaviour as a breach of these Terms (for example *Section 14 – Customer Code of Conduct*) the contract with us will terminate immediately and we will have no further responsibility or liability to you.
- (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 booking.

- (6) You must make full payment direct to the 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 10 – IF THINGS DON'T GO QUITE RIGHT

### COMPLAINTS

- (1) If you have a complaint about your booking or have any problems, 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 with us. This may affect your rights under this contract.
- (2) If your complaint or problem is not resolved whilst you are at the Event please follow this up within 28 days of the tournament by writing to us by email to the email address detailed in *Section 12* or 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.

### OUR LIABILITY TO YOU

- (4) Nothing in these Terms excludes or intends to exclude our liability for death or personal injury caused by our negligence.
- (5) However, we will not be liable where any failure in the performance of the contract is due to:
  - (a) you or a Party Member; or
  - (b) a third party unconnected with the provision of your booking 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.
- (6) 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 one and half times the cost of your booking.
- (7) Personal arrangements including any travel, accommodation or hospitality which have been arranged by you are at your own risk. We shall not be liable for any loss of enjoyment or wasted expenditure in respect of your personal arrangements.
- (8) Any and all arrangements you make that are not part of your booking supplied by us are your responsibility and are made at your own risk.

### EMERGENCIES

- (9) If you or a member of your Group have an emergency, please contact us on the customer service contact number provided to you in your event information pack. We will endeavour to assist you where required to the best of our abilities. If you fail to report your emergency, we will have been deprived of the opportunity to provide any assistance.

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## SECTION 11 – 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 attendance and throughout the duration of the booking, we may require additional information from you regarding your Group. 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.

### DATA PROTECTION

- (7) By making a booking with us please note that we will be required to Process your Personal Data in the performance of this contract.
- (8) In providing you with your booking we will be required to pass your Personal Data on to third parties. This may include service 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 detailed on our website.
- (9) 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.
- (10) 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

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

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## SECTION 12 – CONTACT

### OUR COMPANY

Your contract is with Mike Burton Travel Limited trading as England Rugby Travel of Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE. Our Company Number is 02616655.

### OUR EMAIL ADDRESS

[tours@englandrugbytravel.com](mailto:tours@englandrugbytravel.com)

### OUR PHONE NUMBER

0344 788 4060 **OUR WEBSITE**

[www.englandrugbytravel.com/tours](http://www.englandrugbytravel.com/tours)

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## SECTION 13 – 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; or
  - (e) represent that the hospitality, catering, ticket, 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 are not available. 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. 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 Terms do not create any right enforceable by any third party except as set out in these Terms.

### INTELLECTUAL PROPERTY

- (6) All Trademarks are used under license by us. All such rights are reserved.
- (7) Nothing in these Terms permit you to use the booking 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 booking as a prize or promotion without our prior written consent.

### GOVERNING LAW

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

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## SECTION 14 – CUSTOMER CODE OF CONDUCT

### CODE OF CONDUCT

In order for us to provide the best service possible, it is your and each Party Members' responsibility to:

- (a) ensure you read the information provided to you;
- (b) listen to and observe instructions provided to you;
- (c) inform us promptly if you have any issues providing accurate and truthful information; and
- (d) treat our staff, our suppliers' staff and other customers with respect.

We will not tolerate:

- (a) written or verbal aggression, obscenity or abuse, including verbal insults, using bad language or swearing;
- (b) any actual or threat of violence including touching, pushing or shoving;
- (c) racial abuse or sexual harassment;

towards our staff, our suppliers or our other customers in any form.

Please see *Section 6 – Cancellation and Section 9 - Your Obligations* regarding the consequences of your conduct.

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## SECTION 15 – 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 booking and Party Members' details, of which form part of your contract with us.
<b>Entities</b>	The hosts nations of any matches, or event operators as relevant to any Tickets included in your booking.
<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 participating party.
<b>Lead Booker</b>	The person, organisation or entity making the booking with us.
<b>Lead Party Member</b>	The Party Member named as the lead contact when the Lead Booker is not attending the Event as part of the Group.
<b>Party Member</b>	Each named individual attending the Event as part of your Group.
<b>Terms</b>	These terms and conditions, of which form part of your contract with us.
<b>Trademarks</b>	England Rugby Travel, England Rugby and the RFU and any associated marks.