

CONDITIONS OF BOOKING

Your contract is with SET Sports Tours, a member of ABTA

We, Sports Executive Travel Limited (trading as SET Sports Tours) set out below an explanation of the conditions that apply when you book a tour with us. It is important that you read these conditions as they not only define our obligations to you but also impose some important commitments upon you as the group leader.

1. YOUR HOLIDAY CONTRACT

To make a booking, our booking form must be completed. This must be signed by the first named person on the booking ("the Party Leader"). The Party Leader must be at least 18 years of age and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. The completed and signed Booking Form must then be sent to us together with the payments referred to below. Once we have received your Booking Form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a Confirmation of Booking. A contract will exist as soon as we issue this confirmation. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. Changes to these Booking Conditions or the General Information shown in our brochure will only be valid if confirmed in writing. If any information given on the confirmation or any other document appears to be incorrect or incomplete you must inform us as it may not be possible to make changes later. We regret that we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out (or five days for tickets).

2. YOUR FINANCIAL PROTECTION

We are a member of ABTA (ABTA No.W861X) and hold ATOL No. 6079 issued by the Civil Aviation Authority, which provides for your protection in the event of our insolvency.

3. PRICE & SURCHARGES

The price of your travel arrangements can be varied due to changes in transportation costs e.g. fuel, scheduled airfares, government action such as increases in VAT or any other government imposed increases or adverse exchange rate variations. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receive a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund on insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Please note that travel arrangements are not always purchased in local currency and apparent changes have no impact on the price of your travel due to contractual and other protection in place. The price of your holiday was calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies' on 01/03/07 in relation to the following currency: £1 = 1.4855 Euros.

4. PAYING FOR YOUR HOLIDAY

When you make your booking you must pay the deposit amount per person as indicated on the booking form. £60 deposits person and a signed booking form are due by the 30th November 2007 (£150 minimum if you choose the flight inclusive package). The balance of the price of your travel arrangements must be paid by 8 weeks prior to the festival. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit. N.B. All group payments should be in the form of a single transaction or cheque. We reserve the right to make an administrative charge if groups fail to observe this requirement.

5. THE PACKAGE TRAVEL, PACKAGE HOLIDAYS AND PACKAGE TOURS

REGULATIONS 1992

(a) The Regulations impose various legal requirements on us in relation to packages. Any travel arrangement you book with us in the UK before your departure we will accept as being a package. These conditions are designed to reflect the Regulations. (b) The Regulations particularly impose constraints on the extent to which we can change or cancel your package and impose consequences for any change or cancellation by us. They also require us to accept certain liabilities should something go wrong with your package. In the conditions dealing with changes or cancellations by us and with our liability should something go wrong with your package, we only detail those areas where we are given discretion by the Regulations. You must accordingly read these conditions in conjunction with the Regulations, a copy of which can be obtained from any branch of The Stationery Office. (c) Excursions or other tours that you may choose to book or pay for through an independent third party while you are on holiday are NOT packages and are not governed by the Regulations. Therefore, unless you suffer personal injury or death caused by our negligence we do not accept any liability for any loss or damage you may suffer from any excursion booked through a third party. Any arrangements made while you are actually on holiday and which are not made through us are those for which we do not have any responsibility or liability.

6. IF YOU CHANGE YOUR BOOKING

Once a contract exists between us, you may wish to change your travel arrangements. For example, your chosen dates of travel, accommodation etc. and 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 in writing from the person who made the booking. You will be asked to pay an administration charge of £10 per paying tourist affected and any further cost we may incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible.

NAME CHANGES:

Coach and Arrange Your Own Flight Tours: Following receipt of your names/booking forms by 30 November 2007, any notification of a name change must be accompanied by a payment of a £10 administration charge. After 11th February 2008, the name change fee rises to £20 per person, until 7 days before the festival, when it increases to £50 per person. Air Tours European and Worldwide: We will request name details at the time of securing your flight seats. This is often at an early stage of the booking. Once the airline have received and

processed the names, any subsequent amendments or name changes will carry a minimum charge of £10 and any further cost we may incur in making this alteration. This charge will be passed to the group and must be paid for prior to the issue of the amended tickets. Most airlines do not allow name changes after tickets have been issued or in the case of some carriers (Easyjet or Ryanair etc.) once names have been received. In this instance the charge is usually the full cost of the flight. If your invoice settlement is overdue at the time of requesting a name change this must be paid in full before the change can be made. For all name changes, where a change can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with the applicable amendment fee as stated above must be paid before the transfer can be effected.

IMPORTANT: For groups travelling by air it is the responsibility of the group leader to ensure that names are exactly as they appear on the passport with no abbreviations. See information on name changes in Section 4.

7. IF YOU CANCEL YOUR HOLIDAY

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be made and the cancellation will be effective from the date it is received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown on page 12. It should be noted that any additional deposit paid for confirmation of a holiday addition, flight upgrade, or certain tailor-made packages will be included in the scale of cancellation charges detailed at the foot of page 12. Should cancellation occur more than 56 days from departure, the cancellation charge will, therefore, be loss of deposit plus this additional payment. Notes: (i) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. (ii) If one person participating in a twin or triple share arrangement should cancel and no alternative share can be found, whether arranged by us or by yourselves, the remaining participants would then be required to pay the relevant single supplement or forfeit the triple reduction.

8. IF WE CHANGE OR CANCEL YOUR HOLIDAY

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor, and we will advise you of them at the earliest possible date. Routings and itineraries can be affected by adverse weather, road closures or other reasons and may be varied accordingly. We shall endeavour to advise you of these changes as soon as we are aware of them. **Sporting Fixtures:** We go to great lengths to ensure the reliability and success of every sporting fixture we arrange. While we take every possible step to prevent tour fixtures suffering last minute cancellations, in a very small minority of cases, this can happen. Unless a cancelled fixture is the only fixture of a one-fixture tour and has been cancelled for reasons other than force majeure, we cannot be held responsible for this and it will be considered a minor change. Cancellation of the only fixture on a one-fixture tour for reasons other than force majeure will be considered a Major change. 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 holiday is not reached, we may have to cancel it. We will not cancel your travel arrangements less than 56 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. 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 or superior standard from us if available at no extra cost to you. Alternatively, if you choose to accept a holiday of lower quality, we will refund you the difference in holiday price. If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in the table on the next page. However, the compensation that we offer does not exclude you from claiming more if you are legally entitled to do so. Please note that carriers such as airlines may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard, closing of hotel facilities for improvement or emptying a swimming pool for cleaning if alternative facilities are available nearby.

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements which shall be of equal or superior quality from us if available or cancelling your booked holiday and receiving a full refund of all monies paid plus compensation. In all cases, except where the major change arises due to reasons of force majeure, we will also pay compensation as detailed in the table on the next page.

Major Change - This means that there has been a significant change of resort, a change of accommodation to that of a lower category, a change of flight time of more than 12 hours, changes to routings or itineraries, the cancellation of just one fixture (for reasons other than force majeure) where the booked tour itinerary includes just one fixture, a change to destination airport and a change of departure airport (except between London Stansted, Luton, Heathrow & Gatwick airports). Please note that these are examples only and there may be other changes which are considered major.

Force majeure - This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way 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 which includes: war, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire, adverse weather conditions, epidemics, health risks, unavoidable technical problems with transport, closed or congested airports.

9. IF YOU HAVE A COMPLAINT

If you have a problem or cause for dissatisfaction, please immediately inform the relevant supplier, for example the hotel, the cruise line, the transportation company and our tour manager or local representative. This allows us the opportunity to put things right on the spot. If you remain dissatisfied you must contact our UK Office on +44 1494 793100 in order that we are allowed the opportunity to find a reasonable solution. It is strongly recommended that you communicate any problem to the supplier of the services in question AND to our representative WHILST IN THE RESORT and you must confirm your complaint in writing to the persons set out above. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to the Managing Director giving your booking reference and all other relevant information, keeping your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this contract.

10. WHAT HAPPENS TO COMPLAINTS

We are proud of our strong reputation for customer satisfaction and strive to reach amicable settlement of the very small number of complaints we receive. It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes to do with this contract that cannot be settled amicably may, if you wish, be referred to arbitration under a special scheme arranged by the Association of British Travel Agents but administered quite independently by the Chartered Institute of Arbitrators. The scheme (details of which are available upon request or obtained from the ABTA website [www.abta.com]) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person and £25,000 per booking form. Also it does not apply to claims that relate to 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 £1,000 on the amount the arbitrator can award per person in respect of this element. If you choose to proceed to arbitration under this scheme, you must send a written notice of your decision to ABTA within nine months after your scheduled date of return.

11. OUR LIABILITY TO YOU

- (i) We accept responsibility for ensuring that the travel arrangements that you book with us are supplied as described in this brochure. If any part of these travel arrangements is not provided as promised, we will pay you appropriate compensation if this has affected your enjoyment of your travel arrangements. Except for our liability referred to in paragraph (ii) below our liability in all cases shall be limited to a maximum of three times the cost of your holiday.
- (ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, or suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment, in the provision of your travel arrangements. We will accordingly pay you such damages as might have been awarded in such circumstances under English Law or the law you have chosen under paragraph 1 above, except where such failure (referred to in paragraph 11(i)) or death injury or illness (referred to in paragraph 11(ii)), is not our fault or that of our suppliers because:-
- such failure is attributable to you or a member of your party;
 - such failure is attributable to a third party unconnected to the services provided to you; or
 - such failure is due to:- i) unusual and unforeseeable circumstances beyond the control of the party by whom this exception is pleaded, consequences of which could not have been avoided even if all due care had been exercised; or ii) an event which the other party to the contract or the supplier of services, even with all due care, could not foresee or forestall.
- (iii) In respect of travel by air, sea and rail and the provision of accommodation, our liability will be limited in accordance with and/or in an identical manner to a) the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and b) Any relevant international convention, for example the Montreal Convention 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. Copies of the transport companies' contractual terms, or the international conventions can be obtained on request.
- (iv) Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 8. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6060 www.auc.org.uk.
- (v) If we make a payment to you in respect of death, injury or illness then you are expected to transfer to us the rights you have to take action against a supplier, employee or any other person. This is so that we can claim back from the supplier or employee any of the payments we have made to you. If we recover from the supplier or employee more than the amount we have paid to you we will pay the additional amount to you.
- (vi) If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs and benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or to any one booking form to £5,000.
- (vii) We go to great lengths to ensure the reliability and success of every sporting fixture we arrange. While we take every possible step to prevent our fixtures suffering last minute cancellations, in a very small minority of cases, this can happen. In the event that fixture(s) are cancelled due to events beyond our control, we cannot be held responsible for this.

12. YOUR RESPONSIBILITIES - Visas & Passports

- (i) 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.

- (ii) You must be responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your holiday or, if newly diagnosed, before date of departure. We can only accept your booking upon the clear understanding that we cannot be liable if you do not inform us of such a condition and an airline refuses to accept you or any member of your party as a passenger.
- (iii) You must be responsible for the behaviour of yourself and your party. By booking a tour with SET you undertake to behave in an orderly manner and not to disrupt the enjoyment of others on holiday with you nor to do anything to bring the reputation of SET into disrepute, for example causing danger, or damage to property. If you breach this clause your tour will be terminated with immediate effect and SET will have no further contractual obligation to you. SET will be entitled to recover from the offending party and/or the person who signed the booking form compensation for any damage caused.

Tourists are advised to exercise caution and care when under the influence of alcohol and should note that if injured as a result of their intoxicated condition, their insurance may be invalid. Please ensure all of your tourists have a valid passport and an E111/European Health Card before travelling.

13. INSURANCE

Insurance is included in your tour package.

Should you while on holiday choose to take part in any activity (e.g. hang gliding, hot air ballooning, white-water rafting, etc.) which can be deemed as being of a hazardous nature, it is essential to ensure that extra cover is provided under the terms of your travel insurance. The organisers of some adventure activities that you may choose to take part in whilst on holiday may request you to sign a waiver of their liability for risks involved. We must draw your attention to the fact that by signing such a document you may well lose any rights to claim for damages in respect of death, injury, or loss of or damage to property even if negligence on the part of the activity organiser is proven to have occurred. Tour managers and local representatives are instructed not to act as agents in booking any alternative activities other than those approved by us. Any assistance they may offer at your request does not imply they have acted as an agent or that these activities have been approved and are offered for sale by SET Sports Tours.

14. DATA PROTECTION ACT

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. However, we must pass the information on to the relevant suppliers of your arrangements such as airlines, hotels, transport companies, etc. The information may also be provided to public authorities such as cruise lines for customs/immigration purposes if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in this country. We will not, however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot process your booking. In making your booking, you consent to this information being passed on to the relevant persons.

15. SPECIAL REQUESTS/CONDITIONS

Special requests must be clearly detailed on your booking form. Whilst we will make every effort to fulfil these requests we regret we cannot guarantee they will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

Period before departure within which notice of cancellation or major change is received by us or notified by you.	If WE make a major change to your holiday	If WE cancel your holiday, the amount you will receive from us:	If YOU cancel your holiday, the amount of the cancellation charge:
More than 56 days	£Nil	Deposit only	Deposit only
56 - 43 days	£3	100% of holiday cost + £3	50% of holiday cost
42 - 29 days	£4	100% of holiday cost + £4	70% of holiday cost
28 days - 15 days*	£6	100% of holiday cost + £6	90% of holiday cost
14 days or less	£8	100% of holiday cost + £8	100% of holiday cost

* Certain tailor-made tours may incur a 100% cost cancellation charge if cancelled within 28 days of date of departure.



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