



Inspiresport is a trading name of the Co-op Consortium which is part of The Midcounties Co-operative Limited.

Your contract is with the Midcounties Co-operative Travel, ABTA No: P6293, ATOL No: 6053, VAT No: 862817892.

We set out below an explanation of the conditions that apply when you book a sports tour with us. It is important that you read these conditions as, together with the information pages in your tailor made package, they not only define our obligation to you but also impose some important commitments upon you.

### Your sports tour contract

When you make a booking the contract is made with you the first named passenger (lead passenger) being any person travelling or intending to travel on any arrangements operated by the company named above on the terms of these booking conditions. It includes all matters arising from it and is subject to English law and the exclusive jurisdiction of the English courts.

You may however choose the law and jurisdiction of Scotland and Northern Ireland if you 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. By making a booking, the lead passenger confirms that all people's names in the booking (and their personal representatives) have agreed to be bound by these conditions and the terms of its suppliers.

### Your Financial Protection

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).

### ABTA

We are a member of ABTA, membership number P6293. 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](http://www.abta.com)

### Pricing 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. Some accommodation providers may also require additional deposits at the time of booking. The balance of the price of your travel arrangements which must be paid before your departure date will vary depending on the length of the tour and your travel arrangements based on the table below.

Over 10 days by air	14 weeks before departure
Less than 10 days by air	12 weeks before departure
Over 4 days by coach and ferry	8 weeks before departure
Less than 4 days by coach	4 weeks before departure

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 and retain your deposit. 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 your departure.

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 10% 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 paid, 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.

### 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 person who made the booking.

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 possible.

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 arrangements.

### Name changes before travel

Changes are dependent 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. Where changes are allowed an administration fee of £25 will be charged plus any charges from the airline/carrier.

### 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 charges up to the maximum shown in the table below:

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.

\*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.

### 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 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 arrangements 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.

In accordance with EU Directive (EC) No. 2111/2005, article 9, we are required to bring your attention the existence of a 'Community list', which contains details of air carriers that are subject to an operating ban within the EU Community. The community list is available for inspection at: [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)

In accordance with EU 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 aircraft type, change of accommodation to another of the same standard. In any event, The Midcounties Co-operative 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 days	Nil
98-43 days	£10
42-29 days	£20
28-8 days	£30
7-0 days	£40

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

**Force Majeure:** This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseen circumstances beyond our control.

These can include, for example war, threat of war, riot, civil disobedience or strike, industrial dispute, terrorist activity and its consequences, acts of god, natural or nuclear disaster, fire, adverse weather conditions, unavoidable technical or maintenance problems with transport providers, closure of airports or any unforeseeable or unavoidable event beyond our control.

#### 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, Abacus House, Caxton Place, Cardiff, CF23 8HA, 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 our 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 complaint whilst you were in resort and this may affect your rights under this contract.

#### What happens to complaints

We aim to resolve all complaints amicably, but if this is not possible your complaint can be considered under an arbitration scheme arranged by ABTA. We aim to acknowledge your complaint within 14 days and respond in full within 28 days thereafter. Please see the above clause on the ABTA website. Full details will be provided on request or obtained from the ABTA website: [www.abta.com](http://www.abta.com)

#### Our liability to you

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you an appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or 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.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum amount calculated on the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in identical manner to:

- The contractual terms of the companies that provides the transportation for you travel arrangements. These terms are incorporated into this contract; and
- 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 Bearne Convention in

- (cont) 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 transport companies' contractual terms, or the international conventions, from our offices: Co-operative House, The Midcounties Co-operative, Warwick Technology Park, Gallows Hill, and Warwick CV34 6DA.

This clause doesn't apply to any excursions or activities that you might purchase whilst on holiday.

Under law Reg 261/2004 you have rights in some circumstances to refund and/or compensation from your airline in cases of denied boarding, cancellation or delay in flights. Full details of these rights will be published 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 these terms and conditions.

If any payments to you are due from us any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 or [www.auc.org.uk](http://www.auc.org.uk)

#### Prompt assistance in resort

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.

#### 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.

#### Excursions

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. Midcounties Co-operative Travel 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 destination and type of aircraft on which you will travel. However if any of these details change subsequently, 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.

#### Miscellaneous

##### 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 The Midcounties Co-operative Travel and appropriate arrangements cannot be made.

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 non-stop) and airport, for all sports tours advertised.