

TRACK & FIELD TOURS BOOKING CONDITIONS

Tour / Event Services arranged by Track & Field Tours as a Principal for "Ground Arrangement" Packages

YOUR COMMITMENT TO TRACK & FIELD TOURS LTD:

1. BOOKING & PAYMENT: In order to book a tour with us you must complete and sign the BOOKING FORM accepting these booking conditions and pay either the tour deposit or full tour payment per person, plus any ticket, or other requested fees and optional insurance: monies made payable to "Track and Field Tours Ltd". Full tour payment or the balance of the tour is usually due for payment 60 days before the date of departure of the tour, although in some cases this final payment deadline date may be different depending on the event / tour : the event / tour information bulletin or brochure will clearly state the payment deadline date if it is different. If the tour payment balance remains unpaid after this date we reserve the right to cancel your booking and retain all payments made.

2. CANCELLATION BY CLIENT: The deposit is paid to us as a sign of your willingness to utilise the travel arrangements, tickets, services and accommodation we book on your behalf. Should you, or any member of your booking be forced to cancel your tour reservation you must do so in writing, this must be signed by the person who signed the booking form. The cancellation will take effect from the date written notice is received at our office. All cancellations are subject to cancellation charges based on our estimated losses and administration expenses and calculated on a sliding scale as follows:

Up until the final payment deadline date	Payments made by client up until this date
Up until 30 days before departure:	80% of event / tour services invoiced
Up until 14 days prior to departure	100% of event / tour services invoiced

3. ALTERATIONS TO ORIGINAL BOOKING BY CLIENT: If you wish to make any alteration to your original booking prior to the final payment deadline (e.g. alter the hotel or the type of room, change meal arrangements, amend an excursion or event ticket order etc) we reserve the right to charge an alteration fee of £25 per person if we are able to make the requested change, which we will of course endeavour to do. For changes made within 60 days prior to departure we reserve the right to pass on any further additional costs incurred too.

4. HOLIDAY INSURANCE: It is a condition of booking that clients take out adequate insurance cover. Track & Field Tours Ltd's preferred policy offers special cover appropriate to the event / tour programme that is published e.g. athletic injury cover for athletes and cover for the high tour deposits that apply to tours to major sports events. We act as an authorised agent of Cover-more Insurance Services and are regulated by the FSA.

5. YOUR RESPONSIBILITIES: It is your responsibility to ensure that you and members of your party have valid passports and visas appropriate to your destination(s) as informed by us. It is also your responsibility to check with your GP as to which inoculations / vaccinations are applicable to your destination. Airline regulations state that pregnant women of more than 26 weeks must have a medical certificate – normally permission to travel is refused after 32 weeks. A reasonable standard of behaviour is expected of clients. In the event of unreasonable behaviour we will not be liable for refunds, compensation or be under any liability to cover costs of persons whose actions have caused our staff, and the staff of our suppliers of services who have decided to decline to continue to accept such person(s) as a client due to distress, damage, danger or annoyance to other people and property.

6. IF YOU HAVE A COMPLAINT: We do our best to ensure that arrangements run smoothly. If a problem occurs whilst on holiday contact our staff or the supplier of the service (e.g. hotel management) you are experiencing problems with. Problems are always better resolved when they occur. If the matter is not resolved to your satisfaction you must notify us in writing within 28 days of the completion of your booked arrangements. Because of the difficulties in investigating a complaint long after the event we will not accept liability in respect of claims received after 28 days and/or which have not been reported to our representative or the appropriate service supplier at the time the problem occurred.

TRACK & FIELD TOURS LTD COMMITMENT TO YOU:

1. IF TRACK & FIELD TOURS LTD CHANGES YOUR TOUR ARRANGEMENTS. It is unlikely that we will make any changes to your holiday, but we do plan arrangements many months in advance. Sometimes we may need to make changes, and we reserve the right to do at any time. Most changes are minor, but where they are more significant, we will inform you when you book in the event of changes since the publication of an event / tour programme, or, if you have already booked, we will notify you as soon as is reasonably possible if there is time before your departure. A major change is one we are obliged to make to your holiday arrangements before departure that involves changing your event / tour hotel to one of a lower standard, reducing the length of your holiday (number of nights) , changing your destination resort or supplying different event tickets to those originally confirmed to you. In these cases you can:

A: Accept the changed arrangements as notified to you B: Purchase another event / tour option from us C: Cancel your holiday

If you choose A or B we will compensate you as detailed below. If you choose C we will refund your payments plus pay compensation as detailed below. However, compensation will not be paid if the change is due to an event listed in the Important Note below.

Period prior to Departure / Compensation Per Person:

90 Days	£ 25	89-60 days	£ 50	59-30 days	£ 75	Less than 30 days	£ 100
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IMPORTANT NOTE: Compensation payments do not apply to changes caused by reason of war, or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire, technical problems to transport, closure or congestion of ports, railway stations or airports, cancellation of transport services and similar events beyond our control.

2. IF WE CANCEL YOUR HOLIDAY: We reserve the right in any circumstances to cancel your holiday. In this event, we will return to you all money you have paid us or will offer you an alternative available holiday of comparable standard. In no case, except for reasons of war etc. (see important Note above) will your holiday be cancelled after the final payment deadline. Unless you notify us within 7 days of our written offer we will assume that you have chosen a full refund.

3. PRICING POLICY AND GUARANTEE: Prices shown in the event / tour information bulletins and brochures are those that apply to the various contracted services at the time of publication. Prices may be increased at any time up until 60 days before departure but if this happens these will be confirmed to you at the time of booking. We guarantee that the prices stated in your Confirmation Invoice will not be increased with the exception that these increases arose due to new sales or similar taxes brought about by, or imposed by government(s) policy. There will be no increases within 60 days of departure, except that, for bookings made within this period, any additional cost increases may be passed on to a late booking client.

4. TOUR DESCRIPTIONS: All tour descriptions are advertised by us in good faith and every care is taken to ensure their accuracy. However since we include so much detail and since the tours are prepared up to 12 months in advance, there may be occasions when an advertised facility or entertainment is not available during your own particular tour. Certain facilities (e.g. swimming pools) require maintenance and sometimes have to be temporarily withdrawn from use for such work to be done. Outdoor facilities, beach services and water sports for example may not operate for reasons such as unstable weather conditions or lack of support, or golf courses, bowling greens etc, may be closed for maintenance or private competitions. Similarly, there may be occasions, especially during the low season when certain advertised schedules, entertainments and amenities are changed, cancelled or curtailed. Further, the operation of certain amenities and facilities may be subject to local licensing laws or religious holidays. Government or local authority restrictions may also indicate that a hotel or apartment limits certain facilities e.g. air-conditioning or water supply, for conservation reasons.

5. OUR ASSUMPTION OF LIABILITY FOR YOUR HOLIDAY IN THE EVENT OF LOSS, INJURY, ILLNESS OR DEATH: We take all reasonable steps to ensure that proper arrangements have been made for the services we promote and advertise. You will appreciate, however, that we do not always have direct control on the provision of services by suppliers. Nevertheless, subject to those items detailed in the Important Note below we accept responsibility for the proper performance of our obligations under your contract with us. In accordance with the 1993 Travel Trade Regulations we do have Tour Operators Liability Insurance Cover in place in respect of the performance of our staff and that of our suppliers. However, our liability for any losses, death, personal injury or illness suffered is limited in both amount and the time in which a claim can be brought by any relevant international conventions.

IMPORTANT NOTE: We cannot accept liability for damage where the failure to perform the contract by our suppliers was brought about when, i) the failure in performance is attributable to you or any member of your party, ii) the failure is attributable to a third party unconnected with the provision of the service and iii) the failure of the provision of service is unusual and unforeseeable or unavoidable even if all care had been taken.

6. CLIENTS OTHER MISADVENTURE: Should any members of the party suffer illness, personal injury or death through misadventure out of an activity which does not form part of our holiday arrangements, nor part of any excursion sold through us, we shall offer every assistance we can. This includes advice, guidance and initial financial assistance in the form of a Legal Expenses Insurance, where appropriate, up to a limit of £25,000 per person provided clients book the Track and Field Tours travel insurance in which such cover is included.

7. DELAYS AND INDUSTRIAL DISPUTES: We are unable to accept responsibility for any aspect of your event / tour arrangements affected by matters over which we have no control including war or threat of war, riots and civil unrest, terrorist activity, natural disaster, weather conditions, fire, flood, drought, an hotel's apartments or villas late opening or early closing, technical, mechanical or electrical breakdowns within an hotel, apartment or villa, industrial disputes, government action, regulations or technical problems to transport which may affect the service of hotels, apartments or villas abroad or the scheduling of transport services. However, our optional travel insurance offers cover in respect of some of these eventualities.

8. UNUSED TRAVEL OR SPORTS EVENT TICKETS: No refunds can be considered on unused portions of travel tickets, or tickets for sports events. In the unlikely event of the cancellation of the sports event, for whatever reason, Track & Field Tours Ltd cannot be held responsible for monetary loss or inconvenience to clients.

9. JURISDICTION: All matters concerning the booking or the conditions of booking will be covered by English law and jurisdiction.

FLIGHT INFORMATION / BOOKING SERVICES

Track & Field Tours Role as an Agent

Flight services are NOT a part of the Ground Arrangement Package services supplied as a Principal by Track & Field Tours. As a non-ATOL holder Track & Field Tours acts as an Agent for ATOL holders. If you seek our advice or request that we book flight services for you in conjunction with other event / tour services we do so in one of two ways:

- 1) You pay for your flight services to Track & Field Tours acting as an Agent for the ATOL holder. You will be issued with an ATOL receipt and will supply you with the applicable terms and conditions of carriage of the ATOL holder with whom your flight contract has been contracted The name of the ATOL holder and confirmation of their ATOL licence information will hence be confirmed to you by Track & Field Tours.
- 2) We will advise you of the flight costs and schedules applicable at the time of booking. Clients may then choose to make their booking directly to the airline / flight supplier – we advise that your client payment is made by credit card. Once the booking has been made clients will then be in receipt of the flight supplier's confirmation receipt and applicable terms and conditions of carriage as per your contract with the airline / flight supplier.

As is the case with many of our non-UK resident clients who always make their own flight / travel arrangements you can make independent arrangements without recourse to consulting Track & Field Tours for advice. In the event that you do so but you require Track & Field Tours to arrange your airport transfers upon arrival or departure at an event / tour it is your responsibility to inform us of any schedule changes that may occur so that we are able to fulfil this service to your satisfaction.