

LIONS RUGBY TRAVEL – LIONS TOUR SOUTH AFRICA 2021

Excursion Terms & Conditions

These Excursion Terms & Conditions are supplemental and separate to the Package Terms & Conditions you accepted when booking your travel package.

1. GENERAL

If you book Excursions through Mike Burton Travel Limited trading as Lions Rugby Travel (“LRT” “we” or “us”) for the British & Irish Lions Tour 2021, South Africa, LRT will be entering into a new and separate contract with you on the following terms and conditions.

2. DEFINITIONS

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

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

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

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

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

Excursion Provider: means the provider of an Excursion as appointed by LRT.

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

Lead Booker: the Lead Booker who has purchased a Travel Package from LRT.

3. MAKING YOUR BOOKING

- 3.1. All Excursions must be booked through us by the Lead Booker at least 90 days prior to the start of the Lions Tour 2021 unless we agree otherwise.
- 3.2. Each Excursion is sold to you separately to your travel package provided by us (“**Travel Package**”). As such an Excursion does not form part of your Travel Package.
- 3.3. All Excursions are subject to availability and the Contract between you and LRT will only be formed if we send you a Confirmation.
- 3.4. Child prices are not available unless stated in the excursion description/cost summary in which case the following age categories apply:
 - (a) Baby: 0-2 years old
 - (b) Child: 3-11 years old
 - (c) Adult: 12+ years old
- 3.5. There will be no charge for a Baby provided they are seated on the lap of a parent/guardian. Please note that baby meals cannot be included and must be supplied by the parent/guardian.
- 3.6. You (as the Lead Booker) must accept these Excursion Terms & Conditions in order to complete the excursion booking process. When you make a booking request by completing and returning a signed Excursion Booking Form, you guarantee that you have the authority to accept all of these Excursion Terms & Conditions on behalf of your Group. You are responsible for ensuring all of your Group comply with these Excursion Terms & Conditions.

3.7. You (as the Lead Booker) must also accept any terms & conditions provided by the Excursion Provider in order to complete the excursion booking process. When you make a booking request by completing an Excursion Booking Form, you guarantee that you have the authority to accept all terms & conditions of the Excursion Provider on behalf of your Group. You are responsible for ensuring all of your Group comply with the terms & conditions of the Excursion Provider.

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

4. ACCESSIBILITY & SPECIAL REQUIREMENTS

- 4.1. We will need to know if you require any assistance, have reduced mobility, medical conditions or any dietary requirements. You must let us know about any special requirements when you book your Excursion so that we can liaise with our suppliers and confirm to you the arrangements available. Special requirements are not always possible, are subject to availability and may incur additional charges.
- 4.2. Please contact us to discuss your requirements if you believe any member of your Group has any medical condition or disability that may affect active participation in the Excursion.
- 4.3. There may be considerable walks, queuing, extended travel time, limited space and other practicalities associated with the nature of the Excursion. If you have concerns as to whether this is suitable for any of your Group, please contact us.

5. PAYMENT

- 5.1. Payment is non-refundable and is required in full at the time of receiving our invoice.
- 5.2. If LRT does not receive payment when due, LRT reserves the right to cancel your Contract without notice or liability.

6. CANCELLATION

- 6.1. If you choose to cancel an Excursion or you fail to show up at the required time, the payment will be non-refundable. This is because the Excursion Provider charges LRT cancellation fees which LRT will not be able to recover.
- 6.2. Cancellation of a particular Excursion does not cancel any other part of a Travel Package, any other Excursions or other contracts for goods or services you have with us. Cancellation of, or changes to, an Excursion by us do not represent a change to your overall Travel Package.
- 6.3. LRT arranges Excursions to be provided by local companies. LRT uses reasonable skill and care to select suitable Excursion Providers for you but excludes all other warranties insofar as LRT is legally allowed to do so.

7. LIABILITY

- 7.1. Our liability to you for any loss you suffer as a result of our breach of these Excursion Terms & Conditions, or from participating in an Excursion, shall be limited to the price you have paid for your Excursion. These limitations do not apply to death or personal injury caused by our negligence or losses you suffer as a result of us committing an act of fraud.
- 7.2. All personal possessions (for example your mobile phone or camera) taken on Excursions are at your own risk and LRT shall not be responsible if they are lost, stolen or damaged.

- 7.3. If you book your own excursions independently of LRT, either before you depart or whilst you are away LRT will have no responsibility to you for them and does not accept any liability if things go wrong.
- 7.4. The description of the Excursions published via our website, portal, in pdf form or detailed in our Confirmation have been provided to us by the Excursion Provider. As such LRT does not take responsibility if this description is inaccurate or the Excursion is subsequently altered by the Excursion Provider.
- 7.5. We will take no responsibility for the acts or omissions of third parties including but not limited to owners or those in control of any sites or property visited whilst on an Excursion.

8. YOUR EXCURSION

- 8.1. The Excursion Provider is responsible for delivery of all parts of the Excursion (which may include transfers to and from the hotel – if applicable to the relevant Excursion) and you should check what is included (for example meals may be extra). It is possible that the content, structure or format of an Excursion may change slightly during the period between booking and the date on which you are due to participate in the Excursion. In addition, inclement weather may also result in Excursion itinerary changes or curtailment for which LRT shall not be responsible and no refunds will be paid.
- 8.2. LRT does not discriminate between who is permitted on Excursions but the Excursion Provider may require you to be of a certain age, health, height or weight for health and safety purposes. Our website should specify if any restrictions apply to an Excursion and if you are in any doubt please contact us. If you ignore these requirements, you may be stopped from taking part in the Excursion on the day by the Excursion Provider and may not receive a refund.
- 8.3. We will endeavour, but do not guarantee, to have a LRT representative present on each Excursion. This may be a LRT employee or a local agent.
- 8.4. Unless explicitly stated in the description of the Excursion or in your Confirmation, the Excursion will not include travel to and from the Excursion, food, beverages, clothing or any required equipment.
- 8.5. Where travel to and from the Excursion is included as part of the Excursion, pick up and drop off locations will be detailed in your final travel documentation and these will be non-changeable.
- 8.6. Where food is included in your Excursion we cannot always confirm the style of food that will be provided before the Excursion. We are not liable for the Excursion provider's ability to cater for specific dietary requirements.

9. FORCE MAJEURE

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

10. YOUR RESPONSIBILITY

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

- 10.2. You agree not to cause a nuisance to the Excursion Provider or other participants on your Excursion. If you cause damage or injury to any equipment or any other person whilst participating in the Excursion you are fully responsible for any money payable as a result. If LRT has to pay any damages or costs to an Excursion Provider as a result of you causing damage or injury, you agree to pay an equivalent amount to compensate us.
- 10.3. Some Excursion providers may provide you with the opportunity to purchase gifts or additional activities, these will be purchased at your discretion and risk and are not included in the cost of your Excursion.
- 10.4. You must follow all reasonable instructions of the Excursion Provider. If in the reasonable opinion of the Excursion Provider your behaviour is disruptive, threatening or abusive, causes or likely to cause danger, and/or detrimental to or incompatible with the interests, comfort, well-being or harmony of the group and/or others the Excursion Provider may require you to withdraw from the Excursion at any time. In the event of an early withdrawal from the Excursion no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour.
- 10.5. Should you decide not to take part in the whole Excursion or leave the Excursion early you will not be entitled to a refund for any part that you have not experienced.
- 10.6. We may issue to you an Excursion voucher which will be required to take part in the Excursion. Once vouchers are provided to you these cannot be replaced if lost, stolen, damaged or defaced after delivery.
- 10.7. There are no cash refunds available if you do not use your Excursion voucher.
- 10.8. You must not transfer, resell, offer, expose or make available any Excursion you purchase from us.

11. INSURANCE

- 11.1. You and all members of your party participating in or attending an Excursion must be adequately insured. It is your responsibility to check whether the activities you will take part in as part of the Excursion are included within your travel insurance policy cover.
- 11.2. If the reason for cancellation is covered by your travel insurance policy, you may be able to claim a refund of your cancellation charges from the insurance company.

12. MAKING A COMPLAINT

- 12.1. If you have a complaint about an Excursion you should raise this at the time with the Excursion Provider and our representatives. If the complaint cannot be resolved to your satisfaction then please put it in writing to us within 14 days of the end of your Excursion: Lions Rugby Travel, Carter Court, 8 Davy Way, Quedgeley, Gloucester, GL2 2DE or email customerservices@lionstour.com.
- 12.2. LRT will use reasonable endeavours to assist you in trying to resolve any complaint with the Excursion Provider but makes no guarantees that this will be successful.

13. MISCELLANEOUS

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