

LIONS RUGBY TRAVEL – ONLINE SALE OF MERCHANDISE TERMS – EXISTING TRAVEL BOOKING LEAD BOOKERS

These are the terms and conditions on which we supply Lions Rugby Travel Merchandise to Lead Bookers of a Travel Booking.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide merchandise to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1. CONTACT

- 1.1 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.2 When we use the words "writing" or "written" in these terms, this includes emails.

2. PLACING YOUR ORDER AND PAYMENT

- 2.1 You must be at least 18 years old and must have a permanent address in the United Kingdom.
- 2.2 You must be a Lead Booker (as defined in the relevant Travel Booking Terms and Conditions) and have a booking with Lions Rugby Travel for the:
 - (a) British & Irish Lions Tour 2021, South Africa (including ballot and/or travel packages); and/or
 - (b) Vodafone Lions 1888 Cup (Lions v Japan)a "Travel Booking".
- 2.3 You must complete the online form provided to you by email. On submitting the online form you are submitting your order and accepting to be bound by these terms and conditions.
- 2.4 You will be asked to submit your sizing choices when you complete the online form.
- 2.5 You will be sent an invoice that will contain a reference number and invoice number. It will help us if you can tell us the reference number and invoice number whenever you contact us about your order.
- 2.6 Payment for your order will:
 - (a) if sufficient money is already held on account, be reallocated from the money we hold on account for your Travel Booking; or
 - (b) if there is a shortfall between money held on account for your Travel Booking and the total cost of your order, you must pay for the remainder of your order within 7 days of the presentation of our payment link and by any payment method we make available to you at the time of payment. Available payment methods will be set out on the relevant payment screen.

3. OUR CONTRACT WITH YOU

- 3.1 When you receive a dispatch notification for your order, this is the stage that your contract forms with us and is binding.
- 3.2 If we are unable to accept your order, we will inform you of this by email and will not charge you for the merchandise. This might be because:
 - (a) the merchandise is out of stock;

- (b) of unexpected limits on our resources which we could not reasonably plan for;
 - (c) payment has not been received by us; or
 - (d) we have identified an error in the price or description of the merchandise.
- 3.3 Our website is solely for the promotion of the merchandise in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside of the UK.

4. OUR PRODUCTS

The images of the merchandise provided are for illustrative purposes only and may not exactly reflect the merchandise in your order. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the merchandise. Your merchandise may vary slightly from those images.

5. DELIVERY

- 5.1 The costs of delivery and the delivery method will be as displayed to you on our website. We will only deliver to mainland UK addresses.
- 5.2 Your order will be delivered to you as soon as reasonably possible but note this will not be before 19 April 2021. We or our delivery partner may contact you to advise you of an estimated delivery date.
- 5.3 Delivery will be made to the Lead Bookers address as provided for the Travel Booking. The Lead Booker for the Travel Booking will be responsible for distribution of the merchandise to other Party Members on the Travel Booking. We will not deliver parts of your order to multiple addresses.
- 5.4 If our supply of your order is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event.
- 5.5 If no one is available at your address to take delivery and the merchandise cannot be posted through your letterbox, our delivery partner will leave you a note informing you of how to rearrange delivery or collect the merchandise from a local depot.
- 5.6 After two failed delivery attempts to you, packages will be returned to us and we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 8.2 will apply.
- 5.7 The merchandise included within your order will be your responsibility from the time your order is delivered to the address you gave us. Please take reasonable care of the items when opening packaging and checking the items as any damage may affect your right to a refund.
- 5.8 You own the merchandise included within your order once we have received your payment in full.
- 5.9 We may need certain information from you so that we can supply the merchandise to you, for example, size, name and address. If so, this will have been stated on the form you are required to complete to submit your order. If we contact you for any additional information and you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either choose to decline your order, end the contract (and clause 8.2 will apply). We will not

be responsible for supplying your order late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 5.10 Should we agree to deliver to an address outside of the UK mainland you will be liable for all customs, duties and import taxes and all other charges.

6. YOUR RIGHTS TO END THE CONTRACT

- 6.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it and when you decide to end the contract:
- (a) if any merchandise within your order is faulty, incorrect or misdescribed you may have a legal right to end the contract (or to get the merchandise repaired or replaced or to get some or all of your money back), see clause 9;
 - (b) if you have just changed your mind about the merchandise, see clause 6.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
- 6.2 If you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any merchandise included in your order which has not been provided. The reasons are:
- (a) we have told you about an error in the price or description of the merchandise you have ordered and you do not wish to proceed; or
 - (b) there is a risk that supply of the merchandise may be significantly delayed because of events outside our control.
- 6.3 You have a legal right to change your mind within 14 days following the delivery of your order to request and receive a refund. In the event that you exercise your legal right to change your mind, you will be responsible for the costs and process of returning your order. Please see clause 7 for more information on refunds and returns.
- 6.4 You do not have a right to change your mind in respect of any merchandise in your order which have been worn, altered and/or damaged.

7. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

- 7.1 To end the contract with us, please let us know by phone or email. Call customer services on 0344 788 4080 (+44 344 788 4080) or email us at customerservices@lionstour.com. Please complete the Model Cancellation Form if you are ending the contract in accordance with clause 7.2, otherwise provide your name, home address, details of the order and, where available, your phone number and email address.
- 7.2 If you are exercising your right to change your mind and you end the contract within the 14 day cooling period after your order has been dispatched to you or you have received your order, you must return the merchandise to us. You must return the merchandise to us at the address we notify to you. You must send off the merchandise within 14 days of telling us you wish to end the contract.
- 7.3 If you end the contract for reasons as set out in clause 6.1(a) after your order has been dispatched to you or you have received your order, we will arrange for collection of your merchandise and will provide more details following the receipt of your request to return your order. We will only pay the costs of return if the merchandise is faulty or misdescribed.
- 7.4 All items must be returned to us unused in suitable packaging to ensure the merchandise will not be damaged in transit, together with all our original packaging.

- 7.5 We will refund you the price you paid for the merchandise (including delivery costs where relevant), by the original method you used for payment when placing your order. However, we may make deductions from the price, as described below.

- 7.6 If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

- 7.7 We will make any refunds due to you within 14 days from the day on which we receive the merchandise back from you. For information about how to return merchandise to us, see clause 7.2.

8. OUR RIGHTS TO END THE CONTRACT

- 8.1 We may end the contract for your order at any time by writing to you if you do not:
- (a) make any payment to us when it is due and you still do not make payment within 15 days of us reminding you that payment is due;
 - (b) we receive a chargeback for any payment made by you and you still do not make successful payment within 15 days of us informing you that your original payment was unsuccessful;
 - (c) within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the merchandise; or
 - (d) within a reasonable time, allow us to deliver the merchandise to you.
- 8.2 If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for merchandise we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 8.3 We may end the contract for your order at any time by writing to you if we are unable to fulfil your order. We will refund any sums you have paid in advance for merchandise which will not be provided.
- 8.4 We may remove merchandise forming part of your order at any time by writing to you if we are unable to fulfil part of your order. We will refund any sums you have paid in advance for merchandise which will not be provided.

9. IF THERE IS A PROBLEM WITH YOUR ORDER

- 9.1 If you have any questions or complaints about the merchandise or your order, please contact us. You can telephone our customer service team at 0344 788 4080 (+44 344 788 4080) or by writing to us at customerservices@lionstour.com.
- 9.2 Please see clause 7 for more information on refunds and returns.

10. PRICE

- 10.1 The price of the merchandise (which includes VAT) will be the price indicated on the form when you placed your order. We use our best efforts to ensure that the price of the merchandise advised to you is correct. However please see clause 10.2 for what happens if we discover an error in the price of the merchandise you order.



10.2 It is always possible that, despite our best efforts, some of the merchandise we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the merchandise's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the merchandise's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by events outside our reasonable control.

11.2 Our liability for losses you suffer as a result of us breaking this contract is strictly limited to the value of your order. This limit does not apply to death or personal injury caused by our negligence, for fraud or misrepresentation, for breach of your legal rights in relation to the products, for defective products under the Consumer Protection Act 1987 or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.3 We are not responsible to you for any loss of enjoyment, loss of opportunity, loss of goodwill, loss of anticipated savings, interest or any indirect or consequential losses which happen as a side effect of us breaking this contract.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 We will only use your personal information as set out in our Privacy Policy found at <https://www.lionstour.com/privacy-policy/>.

12.2 In order for us to perform the contract we will provide your personal data to our fulfilment warehouse and our delivery partner.

13. OTHER IMPORTANT TERMS

13.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 You may not transfer, assign, charge or otherwise dispose of these terms, or any of your rights or obligations arising under it, without our prior written consent.

13.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the merchandise, we can still require you to make the payment at a later date. This contract is made on these terms, which are governed by English Law, and the jurisdiction of the English Courts.

14. CONTACT US

14.1 We are Mike Burton Travel Limited trading as Lions Rugby Travel, a company registered in England and Wales. Our company registration number is 02616655 and our registered office is at Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE. Our registered VAT number is 576295400.

14.2 You can contact us by telephoning our customer service team at 0344 788 4080 (+44 344 788 4080) or by writing to us at customerservices@lionstour.com or the address detailed above.

Version: 31 March 2021

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To LIONS RUGBY TRAVEL, Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE, customerservices@lionstour.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods:

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

© Crown copyright 2013.