

Delhi 2010 Commonwealth Games: Sportsworld Leisure Tour Terms and Conditions

HOW TO BOOK

You must complete our booking form and return it to us together with the payments referred to below. We will confirm your booking, subject to availability and receipt of all applicable payments, by issuing a formal confirmation document. Any prior acknowledgement is not a confirmation. Completion and submission of our booking form is in your interests as doing so avoids any misunderstanding of your requirements. However, we are entitled to issue a formal confirmation document without a booking form. Please check your confirmation and all other documents very carefully as soon as you receive them and contact us immediately if any information appears to be incorrect as it may not be possible to make changes later. If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to delhi2010@sportsworld.co.uk. These booking conditions only apply to the arrangements which we agree to make, provide or perform as part of our contract. All references to "holiday", "package", "booking" and "arrangements" are to such arrangements unless otherwise stated.

PAYMENT

A deposit as specified in our literature is required at the time of booking. Further payments are due as per the literature. Unless otherwise advised, flights and match tickets must be paid for in full at the time of booking. For bookings taken after balance due date (see our literature), full payment must be made immediately. No travel documents or tickets can be dispatched until full payment has been received. If payments are not received in full and on time, we are entitled to treat your booking as cancelled by you and keep all payments made or due at that date. Where you pay your deposit by credit card, you also authorise us to deduct all further payments from the same card when due unless you provide us with details of an alternative credit card in advance of the payment date.

YOUR CONTRACT

These conditions together with the general information and terms contained in our PDF/website form the basis of your contract with Sportsworld Group Ltd. The contract between us comes into existence when we issue a formal confirmation document to you. We both agree that this contract will be governed by English law and that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the ABTA Arbitration Scheme (see below) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the Courts of your home country. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract governed by the law of Scotland/Northern Ireland as applicable.

FLIGHT ONLY/FLIGHT PLUS TICKETS/TICKETS ONLY

If you book a flight only or flight plus tickets at the same time or just tickets, you have not purchased a package even if you later book other services. Not all of these conditions will apply to your booking, as indicated below. Separate conditions apply to all ticket bookings. You will have a contract with us for your confirmed flight(s) which will be protected by our ATOL but our obligations under that contract are limited to reserving your flight with your confirmed airline (or a substitute) and providing you with a ticket or equivalent means of accessing your flight. We have no liability for the flight itself or for the acts / omissions of the airline or any of its employees, agents, suppliers or sub-contractors. The basic price of your flight will be confirmed at the time of booking but taxes, fees and other charges levied by the airline/airport/UK/Indian/other authorities/any other body outside our control may increase or be introduced and any amount not paid at the time of booking must be paid in the applicable sum when tickets are issued.

PRICES

Please read "FLIGHT INFORMATION" below in relation to possible increases in flight related taxes and fuel supplements. Such possible increases (up to 10% of the total price shown on your confirmation document) form part of the price you agree to pay and are not surcharges as set out below. Published prices may increase or decrease. Once a particular holiday has sold out, we will, if possible, create an alternative which will be available at the price applicable to that tour. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. You must check prices at the time of booking. With the exception of increases in flight related taxes and fuel supplements as dealt with in "FLIGHT INFORMATION" below, we will only change the price shown on your confirmation document, subject to the conditions set out in this clause, if our costs increase or decrease as a result of changes in transportation costs, dues, taxes or fees payable for services such as landing taxes or applicable exchange rates. Even in the above cases, only if any increase in our costs exceeds 2% of the total cost of your package (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in ALTERATION AND CANCELLATION BY US. Although insurance (where purchased through us) does not form part of your contract with us or of any package, we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. Please note, travel arrangements are not always purchased in local currency. A refund will only be payable if any decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of such decrease. You have 14 days from the surcharge invoice issue date to tell us if you want to cancel or purchase another package. If we do not hear from you within this time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost or within 14 days of the surcharge invoice issue date, whichever is the later. No surcharge will be levied within 30 days of the start of your holiday. No refunds will be payable if any decrease in our costs occurs within this period either.

BOOKING AMENDMENT BY YOU

If you wish to alter any details of a confirmed booking, you must notify us as soon as possible. All costs incurred by us or incurred or imposed by any of our suppliers in meeting any amendment request together with an administration charge of £75 per person may be passed on to you. Scheduled airlines will not permit name changes after tickets are issued.

CANCELLATION BY YOU

Cancellation only takes effect when received in writing at our offices. The charges shown below will apply. Insurance premiums and amendment fees are non-refundable:

Number of days prior to departure	Cancellation charge per person cancelling
Up to 09 th November 2009	Loss of all payments made or due
From 10 th November 2009	Up to 100% of total cost

The actual charge will depend on whether your holiday (or elements of it) can be resold (even at a discount) on your behalf. We are entitled to deduct our reasonable costs if we can do so. Any refund cannot be confirmed until approximately 8 weeks after the end of the Delhi Commonwealth Games. Depending on the reason for cancellation, you may be able to reclaim these charges (less any excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price and/ or any concessions/discounts agreed for your booking were based, we will recalculate and re-invoice you accordingly. You may substitute party members and/or transfer your entire booking to other people (introduced by you) without paying cancellation charges providing you notify us of the substitution/transfer in writing not less than 28 days before departure, giving full details of the replacement person(s) (who must accept these booking conditions). All costs and charges incurred by us and/or imposed by any of our suppliers as a result, together with an

amendment fee of £75 per person must be paid before the substitution/transfer can be made. Airlines may charge up to 100% cancellation charges for any name change made after tickets have been issued.

ALTERATION AND CANCELLATIONS BY US

We reserve the right to make changes to and correct errors on our PDF/website and other details both before and after bookings have been confirmed and cancel confirmed bookings. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- a) accepting the changed arrangements as notified to you, or
 - b) purchasing any alternative arrangements we are able to offer you (which will include alternative accommodation and/or flight(s)) at the price applicable to those arrangements, or
 - c) cancelling your holiday and receiving a full and prompt refund of all monies paid to us.
- If we have to make a significant change or cancel before departure, we will in addition, as a minimum where appropriate, pay you compensation if appropriate as set out below, depending on the circumstances and when the significant change or cancellation is notified to you except as follows.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

Period prior to departure	Compensation per person
More than 100 days	£10
99-50 days	£50
49 -28 day	£100
27-14 days	£150
13 days - date of departure	£200

If we are forced to curtail any arrangements due to force majeure, we cannot make any refunds (except where received from suppliers) or pay any compensation or be responsible for any costs or expenses incurred by you as a result. Significant changes include a change made before departure of your UK departure airport to one which is considerably more inconvenient for you (except as between Heathrow, Gatwick, Stansted or Luton or any combination of these), of your departure time by more than 12 hours to that originally planned, of your accommodation to that of a lower standard or of your confirmed accommodation location to one which is significantly less suitable for the event you are attending except in all cases as provided below. A change of accommodation to the same or higher classification within the same accommodation location will not constitute a significant change.

FORCE MAJEURE

Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". "Force majeure" means any event which we and/or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such circumstances may include, but are not limited to, actual or threatened, war, civil strife, riot, terrorist activity, natural or nuclear disaster, fire, industrial dispute, adverse weather conditions and all similar events outside our/the supplier's control. For the Delhi Commonwealth Games, this also includes any decision approved by Commonwealth Games Federation(CGF) and/or D2010, the local Organising Committee, which leads to the cancellation, postponement or suspension of the Games for any reason.

LIABILITY

a) We promise to make sure that all services we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care.

This means, subject to these conditions and the information contained in our literature, we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in arranging, performing or providing, as applicable, the contracted service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. We will only be responsible for what our employees, agents and suppliers do or do not do if they were at time acting in the course of their employment (our employees) or carrying out work we had asked them to do (agents and suppliers).

We will not be responsible for any injury, illness, death, loss (for example loss enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- i) the act(s) or omission(s) of the person(s) affected or any member(s) of their party; or,
- ii) the act(s) or omission(s) of a third party not connected with the provision of your holiday which we could have predicted or avoided; or,
- iii) force majeure as defined above.

In addition, we will not be responsible for any losses, expenses, costs or other sum you suffer which relate to any business activity. This includes any use of arrangements for 'promotional' or other business purposes. Any such use is expressly prohibited unless specifically approved in writing in advance by Sportsworld.

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them.

a) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions (including money and/or events tickets) is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money and/or match tickets), the maximum amount we will have to pay you is £50 per person affected as you are assumed to have taken out adequate insurance at the time of booking. Please also see sub clause (c) below.

b) Where any claim or part of a claim relates to any transport (including the process of getting on/off the transport) provided by any sea, rail or road carrier, the maximum we will have to pay you in respect of that claim or that part of a claim if we are found liable to you on any basis is the maximum which would be payable by the carrier concerned under the applicable international convention (for example, Athens Convention for international travel by sea, Warsaw Convention, as amended or unamended and the Montreal Convention for international travel by air) in that situation. Where the carrier would not be obliged to make a payment under international convention, we are similarly not obliged to make a payment. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the conventions are available on request.

c) Please note many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see sub clause (c) above).

LITERATURE

We compile our literature and information many months in advance using our best endeavours to ensure that the details shown are correct. However, there may be cases where there are errors in, or changes to the advertised services and facilities. We regret we cannot accept responsibility for any changes to or deficiencies in any services, facilities or events which do not form part of your contract with Sportsworld, or which, in the specific case of the Commonwealth Games, are the result of, or derive from errors in, or changes to the official event schedule or the failure of the official public transport system as described in the brochure. If you feel that any of the activities mentioned which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resort/area information and/or such outside activities which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

SAFETY STANDARDS

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

TRAVEL ADVICE

For up-to-date travel advice from the UK government, visit www.fco.gov.uk/knowbeforeyougo

VISAS AND PASSPORTS

British citizens require a full British passport and require a visa for entry to India. Please contact the High Commission of India via their website www.hcilondon.in for full information relating to the visa requirements.

A full British passport presently takes approximately 2 - 6 weeks to obtain depending on whether you are renewing an existing one or obtaining a first one. If any guest who is a British citizen is 16 years or over and hasn't yet got a passport, our recommendation is that they should apply for one at least 6 weeks before the start of their Tour Package. The UK Passport Service has to confirm the identity of all new applicants aged 16 or over before issuing their first passport and will ask them to attend an interview in order to do this.

Passport requirements may change and you / guests must check the up to date position in good time before departure with the Embassy or Consulate of the country(ies) you are travelling through and to.

Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on + 44 (0) 870 1555455 or via its website www.dh.gov.uk and from most Post Offices.

It is your responsibility to ensure that each guest is in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you / the guest. We regret we cannot accept any liability if any guest is refused entry onto any transport or into any country due to failure on their part to carry correct documentation. If any guest is not a British citizen or holds a non British passport, you / they must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which they are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

FLIGHT INFORMATION

The flight timings given on booking and detailed on your confirmation invoice are for general guidance only and are subject to change. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

We are required to bring to your attention the existence of a list of airlines which are subject to an EU operating ban – see http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. We will advise you of your operating airline at the time of booking or as soon as we become aware of it if later. We are not always in a position to confirm the airport of destination which will be used in connection with any confirmed flight. Any change of airline, aircraft type and/or airport of destination will not entitle you to cancel or change to other arrangements without paying our normal charges. Flights may not be direct and/or non stop and are subject to availability at the time of booking. Flight related taxes and fuel supplements in the amount applicable at the time of booking are included in the holiday price shown on your confirmation document. However, such taxes and fuel supplements may increase at any time, a situation over which we have no control. You agree that the price payable for your holiday may be increased by up to 10% of the total price shown on your confirmation document to cover any increase in flight related taxes and/or fuel supplements over and above the amount included in the price confirmed at the time of booking. As the price you are agree to pay at the time of booking includes this potential increase, it will not be treated as a surcharge and the surcharge provisions set out under “PRICES” will not apply to any such increase which will be payable in full. These surcharge provisions will, however, apply to any other increase in the holiday price and/or where any increase in flight related taxes and fuel supplements exceeds 10% of the total price.

SIGHTSEEING TOURS AND EXCURSIONS

Details of pre and post tour sightseeing tours and excursions are still in the process of being finalised. If you have expressed an interest in receiving details, these will be provided when available. Different / additional conditions will apply to such tours and excursions.

INSURANCE AND TRAVEL DELAYS

It is a condition of our accepting your booking that you take out adequate insurance cover. You are not obliged to take the specially arranged Sportsworld insurance if you do not wish to do so. However, if you opt for an alternative policy, it must offer cover which is equivalent to, or better than, the cover provided by our policy. It is your responsibility to ensure that the insurance you take is adequate for your particular needs in all respects. We do not check alternative insurance policies. If you do not take our insurance policy, your signature on the booking form is taken as your confirmation that you have arranged your own policy cover that satisfies these requirements. This applies especially in the case of having delay compensation insurance equivalent to that provided by our policy, which will provide compensation and cancellation cover in the event of a delay of more than 12 hours in the departure of your outward transportation as a result of strike, industrial action, adverse weather conditions or mechanical breakdown. In the case of such a delay, we regret we cannot provide refreshments or overnight accommodation in the event of delay and dealing with any/all claims for out of pocket expenses are at the sole discretion of the relevant insurers and/or airlines concerned. Please read your policy details carefully and take them with you on holiday.

COMPLAINTS

In the event that you encounter a problem during your holiday, it is essential that you advise our local representative and the supplier of the deficient services immediately in writing so that every effort can be made to rectify the situation on the spot. Until we know about a problem or complaint, we cannot begin to resolve it. If you remain dissatisfied, you must write to us giving full details of your complaint within 28 days of the end of your holiday at the address shown below. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

ARBITRATION

Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by the Association of British Travel Agents and administered independently by IDRS, part of the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. It is subject to financial limits and time restrictions. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com).

SPECIAL REQUESTS AND MEDICAL PROBLEMS

We will do our best to comply with special requests made in writing on the booking form. Although we will endeavour to pass reasonable requests on to the relevant supplier, we regret we cannot guarantee any request 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. 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.

COMMONWEALTH GAMES TRANSPORT SYSTEM

Details of D2010's public transport arrangements are still very sketchy and are unlikely to be confirmed until just before the Games are due to commence. Where transfers to events are included in your contracted arrangements, we reserve the right to modify how we operate our transport services as more information becomes available over time. Where transfers are not included, we will endeavour to offer alternative arrangements if the public transport systems prove unsuitable at an additional cost.

BEHAVIOUR

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the supplier concerned. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property or you breach the above ticket terms and conditions, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

DATA DISCLOSURE AND PROTECTION

Sportsworld is required by its contracts with D2010 to maintain detailed records of who purchases tickets and tours and is obliged to share this information with these organisations on an occasional basis. This enables these organisations to protect their sponsors from 'ambush' by unauthorised third parties and to learn more about the demographic make-up of visitors to the Games which will help them in their preparations for future events. We will only provide personal information to these organisations as specifically required by our contracts with them. At all times, information will be treated in complete confidence by these organisations. Although they may use this information to contact clients directly for survey purposes, personal information will not be used by them for any direct marketing or promotional purposes and will not be passed on by them to any other third party without your express consent. If you do not wish to be contacted by these organisations under any circumstances you must tick the appropriate box on our booking form. All personal details we

collect from you will only be used as set out above and for the purposes of providing your tour arrangements, tickets, flights and other contracted services. For full details of our Data Protection Privacy Policy, please see our website.
Copy also available on request.

FINANCIAL SECURITY

We are a member of ABTA Limited (No. F637X) and hold ATOL No 2336 issued by the CAA. When you buy an ATOL protected air inclusive holiday or flight* from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our ATOL. In the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.

*The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK.

If your holiday does not include flights, ABTA will in this situation arrange to refund any money you have paid to us for an advance booking or to return you to the point where your contracted arrangements with us began. Visit ABTA's website at www.abta.com for further information.
