

BOOKING FORM CONDITIONS

Admire Tours (UK) Limited, 383 Mill Road, Colchester, Essex CO4 5GG

Phone: 0208 0900 338, 079 60 388 941 **Email:** holidays@admiretours.com **Web:** www.admiretours.com

1. These conditions are to be read as part of and in conjunction with 'England Cricket Tour to Sri Lanka - 2007' brochure and/or website (www.admiretours.com) of Admire Tours (UK) Limited (hereafter referred to as "ATUL" or "The Company").

Admire Tours (UK) Limited is duly registered with the Companies House under the business registration No. 5276143 and whose registered office is at Perera & Company, Rockware Business Centre, 5, Rockware Avenue, Greenford, Middlesex UB6 0AA, England.

2. Reservations, Deposit & Payment: are subject to availability and will only be confirmed upon receipt of the completed booking form, together with a deposit of £500 per person. The deposit is accepted in part payment of the agreed cost of the booking, as per the confirmation invoice from Admire Tours (UK) Limited. A contract exists between ATUL and the signatory on the booking form from the date shown on the confirmation invoice. Please check this invoice carefully. Full payment is due no later than 90 days prior to the commencement of the tour. Bookings made within 90 days of commencement of the tour may be charged a surcharge depending on hotel and airline booking requirements. Payment may be made by cheque, bankers draft, credit card (Visa/Mastercard/American Express) or debit card (Visa Debit/Visa/Electron/Switch/JCB/Maestro). A supplement of 2% is payable on American Express and 3% on all other credit and/or debit card payments. If for any reason ATUL has not received payment/balance by the due dates then ATUL reserves the right to cancel your booking and levy a cancellation charge as per our cancellation terms, in accordance with Clause (6).

3. Booking Form: The person signing the booking form warrants that he or she has the authority of the persons therein designated, whether by name or not, to make this booking on their behalf subject to the conditions herein contained.

All travel documentation and other information will be sent to the person who has signed the booking form.

4. Your Protection: The air holidays and flights in this brochure/website are ATOL protected, since ATUL holds an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Its ATOL number is ATOL 6722. In the unlikely event of insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money that you have paid as an advance booking. For further information, visit the ATOL website at www.atol.org.uk

5. Tour Variations: Clients who wish to vary arrangements from the specified itinerary are liable for any increase in cost, including any commissions, taxes and/or administration charges imposed by the relevant supplier(s) and ATUL. Clients who do not travel as part of the group will be responsible to make their own way to and from the hotel(s), at their own expense.

6. Cancellation by You: In addition to any cancellation fees which may be levied by suppliers (airlines, hotels, land operators, cricket ticket suppliers etc.), the following fees will be charged for each person cancelling a tour as compensation for labour and expenses undertaken on behalf of the tour member:

More than 60 days of the start of the tour, £300 per person;

Within 60 days of the start of the tour, 50% of the total cost of the tour or £600 whichever it is higher;

Within 30 days of the start of the tour, 100% of the total cost of the tour.

Cancellations must be made in writing by the person who signed the booking form, in accordance with Clause (16). Cancellation date will apply from the date it was received by ATUL.

7. Booking Amendments: Once the deposit has been paid, any amendment to the tour booking will incur an administration fee of £50.00, plus any additional charges levied by airlines and overseas or domestic operators.

8. Pre Tour Cancellation by ATUL: The Company reserves the right to cancel any booking if the minimum number of participants required for a tour to take place is not reached. If a tour is cancelled for this reason we will advise you at least 60 days prior to the scheduled departure date. The Company also reserves the right to cancel any booking at any time without being under any obligation to assign a reason. If we cancel your tour within 60 days of departure we will offer you an alternative holiday of comparable standard. If there are any extra charges for this holiday, then these are to be borne by you. Alternatively we will refund all monies paid.

9. On Tour Cancellation by ATUL: ATUL and their representatives reserve the right to terminate your tour at any time, without refund, if your behaviour or that of any person in your touring party is reasonably deemed by ATUL likely to cause damage, distress, danger or annoyance to any of our customers or employees or their property or to any third party or their property.

10. Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements due in any way because of the following: war, riot, industrial dispute, terrorist activity, civil strife, natural or nuclear disaster, fire, adverse weather conditions, technical or maintenance problems to transport, closure of airports or other unforeseen circumstances that may amount to force majeure. Routings and itineraries can be affected by adverse weather, road closures or other reasons and may vary accordingly. We shall endeavour to advise you of these changes as soon as we are aware of them.

11. Alterations to Tour Itineraries & Prices: Our tours are planned months in advance and are occasionally subject to changes beyond our control. Therefore all prices quoted are based on tariffs and exchange rates current at the time of printing and are subject to increase without any prior notice on an increase in the basic tariffs or exchange fluctuations which may take place prior to the commencement of the tour. If major changes occur, such as a resort change to a lower category, we will offer you the following choices:

a) Accept the alternative offered and any compensation payment, or additional cost, that may apply.

b) Cancel your tour with a full refund of monies paid, although no compensation will be payable.

We are not liable to pay compensation if we are forced to cancel or make any changes to your tour due to situations outside of our control. This includes cancellation or postponement of a sporting fixture, celebrity appearance or any other changes outside of the control of ATUL.

If you are unable to travel for any reason, it is at the absolute discretion of ATUL whether to allow a transfer of the booking name. An administration fee may occur depending on the time of transfer.

12. Travel insurance: Please ensure that you read your insurance policy carefully upon receipt. Admire Tours (UK) Limited will not be held responsible for any costs should a claim not be met by insurance. The tour participant must ensure that they have insurance cover at least to cover his or her personal requirements, or to sign an appropriate indemnity form as supplied by ATUL.

13. Complaints and Refunds: Complaints should be notified immediately to your ATUL tour representative/agent, so that he/she can attempt to resolve the problem without delay. Any application for a part or full refund for any reason, or for a variation of these conditions of booking, must be made in writing to ATUL by the person who signed the booking form, in accordance with Clause (16). Refunds will not be made in respect of unused accommodation, meals, sightseeing tours, tickets, transfers or any other services which are included in the tour cost but not utilised by the tour member(s). All refund requests must be made no later than 28 days following the end of the tour. Any refunds are made at the absolute discretion of ATUL.

14. Third Parties: No agents, representatives, conductors or any other persons not employed by ATUL are authorised to promise to refund any sums paid or to remit any sums payable either wholly or in part or to agree to any variation of these conditions of booking.

15. Our Responsibility: ATUL accepts liability for matters that arise as a direct result of our negligence or a breach of our contractual duty in making arrangements for you, including any acts or omissions by our employees or agents, in respect of any claim

involving death, personal injury or illness. This includes the actions of our suppliers whilst they are acting within the scope of their employment to provide a service or arrangement forming part of the tour that you have booked with ATUL. In respect of travel by air, sea, rail or road and the provision of accommodation, our liability in all cases is limited to the relevant international conventions. Please note that travel with a particular carrier will be subject to the conditions of carriage of that carrier, some of which may limit or exclude liability. Operational decisions may be taken by air carriers and airports resulting in delays, diversions and rescheduling, ATUL has no control over these decisions and therefore does not accept any responsibility for them. ATUL accepts no other liability for loss or damage unless expressly stated in these conditions.

16. **Notices:** Where notice is to be given in writing to any party to this agreement it may be served by leaving it at the registered office or last known address of that party or by sending it by prepaid first class post or facsimile to the party's registered office or last known address within the United Kingdom. A properly addressed and prepaid notice sent by first class post or airmail (as the case may be) shall be deemed to have been served at an address within the United

Kingdom at the expiry of two days after the notice is posted. Where a notice is given by facsimile or email, service shall be deemed to be effected on receipt of telephone or other confirmation of its receipt.

17. **Jurisdiction:** Your contract is governed by English law and each party shall be subject to the exclusive jurisdiction of the English Courts.

18. **Arbitration:** Any dispute between the parties about any matter relating to this agreement which cannot be resolved by the parties within 60 days of notice of the dispute being served by one party on the other will be referred to arbitration agreed between the parties, or, on failure to agree within 30 days of a written request by one party to the other appointed on the application of either party by the then President of the Law Society.

19. **General:** If any part of these booking conditions is found to be invalid or unenforceable, then the remainder of these booking conditions will not be affected and will remain valid and enforceable.

20. **Data Protection Policy:** ATUL will only pass your personal information to suppliers (e.g airlines, hotels etc.) and relevant authorities (e.g governments) as required to complete your tour arrangements.

- A). Please tick to confirm that you have obtained a comprehensive travel insurance cover [].
B). Otherwise please visit your nearest 24 hour TESCO or Post Office or contact any other reputed travel insurance provider and purchase your comprehensive travel insurance policy prior to your departure. Please tick to confirm your agreement [].

C). TRAVEL INSURANCE INDEMNITY (Applicable if you do not tick (A) or (B) above)

On behalf of the following persons, I/we hereby advise that I/we do not wish to take out a travel/holiday insurance cover and I/we will not hold Admire Tours (UK) Limited and its appointed agents responsible for any losses which would have been covered by the insurance companies.

BOOKING CONDITIONS CORRECT AS AT March 2007. Admire Tours (UK) Limited (Registered in England No. 5276143) is at 383 Mill Road, Colchester, Essex CO4 5GG, England. Telephone 0208 0900 338 Email: holidays@admiretours.com Website: www.admiretours.com

On behalf of the persons named in Booking Form, I confirm that I have read, understood and accept the details of the brochure/website including the booking conditions.

Your full name _____

Signature: _____

Date: _____

BOOKING FORM

ACCOMPANYING PERSON Name (as it appears in your passport)

Address _____

Town _____ County _____

Postcode _____

Country of passport _____ Date of Issue _____

Passport No _____ Date of passport expiry _____

Place of Birth _____ Date of Birth _____

Home phone _____ Work phone _____

Mobile phone _____ Email _____

Shirt size [S/M/L/XL/XXL] _____

Special dietary requirements _____

If you have any other health or mobility requirements please let us know

Emerg. contact: Name _____ Tel No.(s) _____

PAYMENT

Cost Package/Tour - (Please cross off as appropriate)

Category A or B or C – ODI¹ ODI² ODI³ ODI⁴ ODI⁵ and T¹ T²

ODI Series [] x £ Test Series [] x £

Optional Tours

Beach stay and/or Cultural tour and/or Round trip (delete as applicable)

[] x £

Stopover

Maldives and/or Sri Lanka [] x £

TOTAL £

LEAD PERSON Name (as it appears in your passport)

Address _____

Town _____ County _____

Postcode _____

Country of passport _____ Date of Issue _____

Passport No _____ Date of passport expiry _____

Place of Birth _____ Date of Birth _____

Home phone _____ Work phone _____

Mobile phone _____

Email address _____

Shirt size [S/M/L/XL/XXL] _____

Special dietary requirements _____

If you have any other health or mobility requirements please let us know

Emergency contact: Name _____

Contact No.(s) _____

Payment may be made by cheque (payable to 'Admire Tours (UK) Ltd'), bankers draft, credit card (Amex/Visa/Mastercard) or debit card (Visa Debit/Visa/Electron/Switch/JCB/Maestro). A surcharge of 2% is payable on Amex and 3% on all other credit and/or debit cards.

Card type: _____ Card Number: _____

Issue Number (if applicable): _____ Start date: _____ Expiry date: _____

CVV No: (last 3 numbers on back of card in signature strip): _____

Name on card: _____

Amount to be charged to card £ _____

Signature _____ Date _____