



## Your Contract with Grandstand Motor Sports

**We set out below an explanation of the conditions that apply when you book a holiday with us. It is important that you read these conditions together with the holiday information page in our brochure, as they not only define our obligations to you but also impose some important commitments on you.**

### 1. Your holiday contract

You can telephone our office and make a reservation with a debit/credit card or, alternatively, complete the booking form and post it to us. One member of the party, who will be the lead name, will guarantee the authority to accept the booking conditions and should be 18 years of age or over. The lead name should complete the booking form detailing all passenger names as per their passports, sign it and send it to us including the relevant deposits. Should any changes be made to the booking by you, these will only be accepted in writing to us by the lead name who is also responsible for insuring the final payment is made on time. If your booking is made by telephone we will also ask you to complete, sign and return the booking form to us.

A contract will exist as soon as we issue our confirmation invoice. It is your responsibility to check that the information and booking details, including the spelling of all passenger names, as stated on your invoice are correct. We reserve the right to refuse to accept and/or not proceed with any booking at any time at our sole discretion.

All contracts between Grandstand Motor Sport Ltd and its clients are made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times unless the holiday was booked in Scotland or Northern Ireland.

### 2. Your financial protection and piece of mind

Grandstand Motor Sports is a trading name of Grandstand Motor Sport Ltd, which is a member of ABTA with membership number Y0147. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. Grandstand Motor Sport Ltd is obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ. Tel 020 3117 0500 or visit [abta.com](http://abta.com)

Grandstand Motor Sport Ltd also holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 10168). All flights and flight – inclusive holidays we offer are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL certificate. This lists the flights, accommodation, car hire and/or other services that are financially protected where you can get information on what this means for you and who to contact if things go wrong. Please ask for it and check to ensure that everything you booked is listed on it. For more information about financial protection and the ATOL certificate go to [www.atol.org.uk/ATOLcertificate](http://www.atol.org.uk/ATOLcertificate)

We, or the supplier identified on your ATOL certificate, will provide you with the services listed on the ATOL certificate (or a suitable alternative). In some cases, where either we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will

# Booking Conditions

be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the supplier identified on your ATOL certificate are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. Holiday organizers are required by law to state arrangements for the repatriation of customers in the event of insolvency. In the unlikely event of Grandstand becoming insolvent the CAA/ABTA will ensure that you are not stranded abroad and you would be refunded any money that you have already paid to us. Items not purchased directly through Grandstand Motor Sports will not be protected under the Grandstand ABTA or ATOL licenses.

### 3. Surcharges – Price changes after booking

**Holidays:** Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your Holiday may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Holiday any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your holiday, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your Holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements for your Holiday are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**Single Components:** Price increases may occur any time prior to departure, you will be liable to pay any such increases in full.

If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

### Tailor Made Holidays

Where alternative flights to those included in the holiday itinerary are reserved for you, supplements may apply and we may need to increase the price of your holiday. In all cases we will advise you of the extra cost involved before confirming your booking with us. We may also need to request a higher deposit than that shown on the booking form.

### 4. Paying for your holiday

A per person deposit is required in order to make a booking. The deposit amount is detailed on the booking form or as confirmed by your sales consultant and will depend on your chosen holiday destination, duration and travel arrangements. The balance of the price of your travel arrangements must be paid at least 70 days before your departure date, or as advised at the time of booking and stated on our confirmation invoice. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

Ticket only sales and hospitality packages must be paid for in full at the time of booking, they are non-refundable in the event of a cancellation.

### 5. The package travel, package holidays and package tours regulations 1992 ('the regulations')

- The Regulations impose various legal requirements on us in relation to packages. Any travel arrangement you book with us in the UK before your departure we will accept as being a package. These conditions are designed to reflect the Regulations.
- The Regulations particularly impose constraints on the extent to which we can change or cancel your package and impose consequences for any change or cancellation by us. They also require us to accept certain liabilities should something go wrong with your package. In the conditions dealing with changes or cancellations by us and with our liability should something go wrong with your package, we only detail those areas where we are given discretion by the Regulations. You must accordingly read these conditions in conjunction with the Regulations, a copy of which can be obtained from any branch of The Stationery Office.
- Excursions or other tours that you may choose to book or pay for through an independent third party are NOT packages and are not governed by the Regulations. Therefore, unless you suffer personal injury or death caused by our negligence we do not accept any liability for any loss or damage you may suffer from any excursion booked through a third party. Any arrangements, including those for excursions, travel and accommodation made prior to or while you are actually on holiday and which are not made through us are those for which we do not have any responsibility or liability.

### 6. If you change your booking

Once a contract exists between us, you may wish to change your travel arrangements. For example, your chosen dates of travel, accommodation etc. and we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £30 per booking and any further cost we may incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible.

Notes:

- Certain travel arrangements (e.g. Non-refundable flight tickets) cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation charge of that element of your travel arrangements.

### 7. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be made and the cancellation will be effective from the date it is received at our offices (in certain circumstances we may accept a verbal cancellation). Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown on the next page. It should be noted that any additional deposit paid for confirmation of a holiday addition, flight upgrade, or certain tailor-made packages will be included in the scale of cancellation charges detailed at the foot of the following page. Should cancellation occur more than 70 days from departure, the cancellation charge will, therefore be loss of deposit plus this additional payment.

Notes:

- If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

(ii) If one person sharing a twin/double or triple room or cabin should cancel, the remaining participants would then be required to pay the relevant single supplement or forfeit the triple reduction.

**Hospitality:** All hospitality is non-refundable in the event of a cancellation.

**Race Tickets:** Race Tickets – Should you be forced to cancel any race tickets booked with Grandstand Motorsports, we can only make a refund if we are successful in reselling your tickets.

## 8. If we change or cancel your holiday

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor, and we will advise you or your travel agent of them at the earliest possible date. Routings and itineraries can be affected by adverse weather, road closures or other reasons and may be varied accordingly. We shall endeavour to advise you of these changes as soon as we are aware of them.

We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required to operate a tour is not reached, then we may cancel it. We will not cancel your travel arrangements less than 70 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a full refund of all monies paid, or accept an offer of alternative comparable travel arrangements, if available (we will refund any price difference if the alternative is of lower value).

If it is necessary to cancel your travel arrangements, we will pay you compensation as set out in the table on the next page. The compensation does not exclude you from claiming more if you are entitled to do so. Please note that we do not have any responsibility or liability for any consequential loss you may incur from arrangements you have made with any other party or parties.

Please note that carriers such as airlines may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward /return flights by less than 12 hour, changes to aircraft type, change of accommodation to another of the same standard, closing of hotel facilities for improvement or emptying a swimming pool for cleaning if alternative facilities are available nearby.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements which shall be of equal or superior quality, if available, or cancelling your booked holiday and receiving a full refund of all monies paid plus compensation. In all cases, except where the major change arises due to reasons of force majeure, we will also pay compensation as detailed in the table on the next page.

**Major Change** – this means that there has been a significant change of resort, a change of accommodation to that of a lower category, a change of flight time of more than 12 hours, changes to itineraries, a change to destination airport and a change of departure airport (except between London airports). Please note that these are examples only and there may be other changes which are considered major.

**Force majeure** -This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way due to unusual and unforeseeable circumstances beyond our control the consequences of which could not have been avoided even if all due care had been exercised which includes: war, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire, adverse weather conditions including hurricanes, epidemics, health risks, unavoidable technical problems with transport, closed or congested airports.

## 9. If you have a complaint

If you have a problem or cause for dissatisfaction please inform the relevant supplier, i.e. hotel or transportation company and our tour manager or local representative.

This allows us the opportunity to put things right on the spot. If we cannot rectify the problem and your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us. Please include all relevant information and keep your letter precise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this contract.

## 10. What happens to complaints

We are proud of our high reputation for customer satisfaction and strive to reach amicable settlement of the small number of complaints we receive. It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes to do with this contract that cannot be settled amicably may, if you wish, be referred to arbitration under a special scheme arranged by ABTA but administered quite independently by the Chartered Institute of Arbitrators.

The scheme (details of which are available upon request or obtained from the ABTA website ([www.abta.com](http://www.abta.com))) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for any amount greater than £5,000 per person and £25,000 per booking. Also it does not apply to claims that relate to physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. If you choose to proceed to arbitration under this scheme, you must send a written notice of your decision to ABTA within nine months after your scheduled date of return.

## 11. Our liability to you

(i) We accept responsibility for ensuring that the travel arrangements that you book with us are supplied as described in this brochure. If any part of these travel arrangements is not provided as promised, we will pay you appropriate compensation if this has affected your enjoyment of your travel arrangements. Except for our liability referred to in paragraph (ii) below, our liability in all cases shall be limited to a maximum of twice the cost of your holiday.

(ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, or suppliers and subcontractors, whilst acting within the scope of, or in the course of their employment, in the provision of your travel arrangements. We will accordingly pay you such damages as might have been awarded in such circumstances under English Law or the law you have chosen under paragraph 1 above, except where such failure (referred to in paragraph 11(i)) or death, injury or illness (referred to in paragraph 11(ii)), is not our fault or of that of our suppliers because:-

- a) such failure is attributable to you or a member of your party;
- b) such failure is attributable to a third party unconnected to the services provided to you; or
- c) such failure is due to:-
  - i) Unusual and unforeseeable circumstances beyond the control of the party by whom this exception is pleaded, consequences of which could not have been avoided even if all due care had been exercised; or
  - ii) An event which the other party to the contract or the supplier of services, even with all due care, could not foresee or forestall.
  - iii) In respect of travel by air, sea and rail and the provision of accommodation, our liability will be limited in accordance with and/or in an identical manner to:
    - a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
    - b) any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage

and delay to luggage. We are to be regarded as having all benefit any limitation of compensation contained in these or any conventions. Copies of the transport companies' contractual terms, or the international conventions can be obtained on request.

iv) Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/ or compensation from us is set out in clause 8. If your airline does not comply with these rules you should complain to the Civil Aviation Authority [www.caa.co.uk](http://www.caa.co.uk) on 0207453 6888.

v) If we make a payment to you in respect of death, injury or illness then you are expected to transfer to us the rights you have to take action against a supplier, employee or any other person. This is so that we can claim back from the supplier or employee any of the payments we have made to you. If we recover from the supplier or employee more than the amount we have paid to you we will pay the additional amount to you.

vi) If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs and benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or to any one booking to £5,000.

## 12. Your responsibilities

- I. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassy's and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.
- II. You must be responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your holiday or, if newly diagnosed, before date of departure. We can only accept your booking upon the clear understanding that we cannot be liable if you do not inform us of such a condition and an airline or cruise line refuses to accept you or any member of your party as a passenger.
- III. You must be responsible for the behaviour of yourself and your party. We reserve reasonable discretion to refuse your booking or to remove you or a member of your party from any tour or holiday, if your demeanour or behaviour, or that of a member of your party, is disruptive, dangerous or annoying to other people. No refund or payment of any costs incurred by you will be made by us under these circumstances.
- IV. Track Sessions. It is a condition of a tour where track sessions are available that all participants sign the indemnity provided for each track session. Essentially this means that you will be undertaking these activities at your own risk. Please note that participation in track sessions will not be permitted to anyone unless the indemnity has been signed by them.

## 13. Insurance

You must be suitably insured and accept full responsibility for ensuring that all members of the named party comply with the terms and conditions of the travel insurance policy purchased.

Should you while on holiday choose to take part in any activity (e.g. hang gliding, hot air ballooning, white-water rafting, etc.) which can be deemed as being of a hazardous nature, it is essential to ensure that cover is provided under the terms of your travel insurance. The organisers of some adventure activities that you may choose to take part in whilst on holiday may request you to sign a waiver of their liability for risks involved. We must draw your attention to the fact that by signing such a document you may well lose any rights to claim for damages in respect of death, injury, or loss of or damage to property even if negligence on the part of the activity organiser is proven to have occurred.

Tour managers and local representatives are instructed

not to act as agents in booking any alternative activities other than those approved by us. Any assistance they may offer at your request does not imply they have acted as an agent or that these activities have been approved and are offered for sale by the company.

#### 14. Your Personal Data

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, passport details, any special needs/dietary requirements etc. We take full responsibility

for ensuring that proper security measures are in place to protect your information. However, we must pass the information on to the relevant suppliers of your arrangements such as airlines, hotels, transport companies, etc. This information may also be provided to public authorities by our suppliers for customs/immigration purposes or as required by law. Where such information is required, if we do not receive this in time, your booking may have to be cancelled or an administration fee may be levied by the supplier and we reserve the right to pass this cost on to you.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection may not

be as strong as the legal requirements in this country. We will not, however, pass any information on to any person not responsible for part of your travel arrangements.

This applies to any sensitive information that you give us such as details of disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot process your booking. In making your booking, you consent to this information being passed on to the relevant persons. **Published Oct 2018**

<b>Period before departure within which notice of cancellation or major change is received</b>	<b>IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY</b>	<b>IF WE CANCEL YOUR HOLIDAY AMOUNT YOU WILL RECEIVE FROM US</b>	<b>IF YOU CANCEL YOUR HOLIDAY AMOUNT OF CANCELLATION CHARGE</b>
More than 70 days	£Nil	Deposit only	Deposit only
70 - 57 days	£15	100% of holiday price + £15	50% of holiday price
56 - 36 days	£30	100% of holiday price + £30	70% of holiday price
35 - 15 days	£45	100% of holiday price + £45	80% of holiday price
14 Days - Day of Departure or after	£60	100% of holiday price + £60	100% of holiday price

**web:** [www.grandstandmotorsports.co.uk](http://www.grandstandmotorsports.co.uk) **telephone:** 0116 231 1222