



# Booking Conditions

## 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. As well as these Booking Conditions, our Privacy and Policy and where your holiday is booked via our website, our Website Terms of Use, form the basis of your contract with Grandstand Motor Sport Limited, a company registered in England and Wales (registration no. 07005663), registered office address at 2<sup>nd</sup> Floor Nucleus House, 2 Lower Mortlake Road, Richmond, TW9 2JA.**

### 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, agrees on behalf of all members of the booking party that they have read these Booking Conditions and they have the authority to do and accept the Booking Conditions. The lead name consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all members of the booking party to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements). The lead name agrees that they are 18 years of age or over and where placing an order for services with age restrictions, declares that they and all members of the booking party are of appropriate age to purchase those services. The lead name accepts financial responsibility for payment of the booking on behalf of all members of the booking party. 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 shown on the booking form. 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 agree that any dispute, claim or other matter which arises between the parties out of or in connection with these Booking Conditions or the booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

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

Grandstand Motor Sports is a trading name of Grandstand Motor Sport Ltd, which is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to advise that, at no extra cost to you, and in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 all passengers booking non-flight packages with us are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation invoice. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to our insolvency. This insurance policy is issued by Evolution Insurance Company Limited, registered in Gibraltar No. 88737 with a registered office as 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA, claims@evo-insurance.com. Evolution Insurance Company Limited is authorised and regulated by the Financial Services Commission in Gibraltar and authorised and subject to limited regulation by the Financial Conduct Authority (FCA) in the United Kingdom. Details about the extent of our authorisation and regulation by the FCA are available from us on request.

Grandstand Motor Sport Ltd also holds an Air Travel

Organiser's Licence issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, 0333 103 6350, claims@caa.co.uk. (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. For more information go to <http://www.atol.org.uk>

The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the UK.

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 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.

### 3. Surcharges – Price changes after booking

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of the following listed.

**Holidays:** The price of the carriage of passengers resulting from the cost of fuel or other power sources, the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, such as tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates relevant to the package. You will be charged for the amount of any increase in accordance with this clause. If this means that you have to pay an increase of more than 8% of the price of your holiday (excluding amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this 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, 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. There will be no change within 20 days of your departure.

**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. If you change your booking & transfers of bookings

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 must be made by the lead name or your travel agent. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, you will be asked to pay an administration charge of £40 per person and any further cost we may incur in making the change. 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. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and a cancellation fee may be payable in accordance with clause 6.

**Transfer of booking:** If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, so long as that person is introduced by you and satisfies all conditions applicable to the holiday, we are notified no less than 7 days before departure, you pay any outstanding balance payment as well as an amendment fee of £40 per person transferring and any additional fees, charges or other costs arising from the transfer. The transferee must agree to these Booking Conditions and all other terms of the contract between us. You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 6 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Please note: 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.**

### 6. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the lead name 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 at the end of these Booking Conditions. 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.

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

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:** 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.

**Cancellation by you due to Unavoidable & Extraordinary Circumstances:** You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with

a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause 6 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## 7. 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. 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 hours, 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. 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.

If we make a significant 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. In some cases, we will also pay compensation as detailed in the table on the next page. You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative travel arrangements.

Significant Change – this means that there has been a 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 significant.

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). You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative travel arrangements.

In addition to a full refund of all monies paid by you, we will pay you compensation if, where we make a significant change, you do not accept the changed arrangements and cancel your booking or if we cancel your booking and no alternative arrangements are available and/or we do not offer one. The amount of compensation is detailed at the end of these Booking Conditions. 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.

**IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- Where we make a minor change;
- Where we make a significant change or cancel your arrangements more than 70 days before departure;
- Where we make a significant change and you accept those changes arrangements or you accept an offer of alternative travel arrangements;
- Where we have to cancel your arrangements as a result of your failure to make full payment on time;
- Where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

- Where we are forced to change or cancel your arrangements due to Force Majeure (See clause 9).

## 8. Force Majeure

Except where otherwise expressly stated in these Booking Conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by Force Majeure. For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all due care had been exercised. Examples include but are not limited to: war, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire, adverse weather conditions including earthquakes, floods and hurricanes which make it impossible to travel safely to the travel destination or remain at the travel destination, epidemics, pandemics and significant health risks such as the outbreak of serious disease at the travel destination, unavoidable technical problems with transport, the act of any government of other national or local authority including port or river authorities, industrial dispute, labour strikes and all similar events outside our or the supplier(s) concerned's control.

## 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 ideally 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. Our liability to you

- We accept responsibility for the travel arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as described in your booking confirmation invoice and/or your ATOL Certificate and any other written information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your booking confirmation and/or your ATOL Certificate and any other written information provided to you regarding the services prior to booking. We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from the acts and/or omissions of the person affected; or the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or Force Majeure (as defined in clause 9).
- We limit the amount of compensation we may have to pay you if we are found liable for loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- We limit the amount of compensation we may have to pay you if we are found liable for claims not falling under (iii) above and which don't involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. The maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- 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:
  - The Conditions of Carriage of the companies that provide the transportation. These terms will apply to you on that journey and we rely on these Conditions of Carriage. You acknowledge that all of the terms and conditions contained in the Conditions of Carriage form part of your contract with us; and
  - 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 Conditions of Carriage or the international conventions can be obtained on request.

- In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
  - If we make a payment to you then you must 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. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
  - Subject to these Booking Conditions, if we or the suppliers negligently perform or arrange those services set out in the confirmation invoice and/or ATOL Certificate and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
  - Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you, or if it relates to any business or is an indirect or consequential loss of any kind.
  - Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.
- ## 11. Your responsibilities
- 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.
  - You are 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 are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have so long as we are notified. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking. We are not 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.
  - You are responsible for advising us at the time of booking of any special request, e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special request, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us in writing.
  - You are responsible for the behaviour of yourself and your party. We reserve reasonable discretion to refuse your booking or terminate your booking with us immediately if your demeanour or behaviour, or that of a member of your party, is disruptive, dangerous or annoying to other people.

In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refund for lost accommodation or any other arrangements will be made or payment of any costs incurred by you as a result of this termination.. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

- (v) **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.
- (vi) You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Force Majeure (See clause 9).

### 12. 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.

### 13. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

### 14. Conditions of Suppliers

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 which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

### 15. Prompt Assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

### 16. Delays, missed transport arrangements and other travel information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the

reasons set out in clause **Error! Reference source not found.** of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be dispatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

**Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK.**

### 17. Cutting your holiday short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### 18. 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**

| Period before departure within which notice is given by us to you of a change or cancellation or which notice is given by you to us of cancellation | THE AMOUNT YOU WILL RECEIVE FROM US IF WE CANCEL YOUR HOLIDAY | THE APPLICABLE CANCELLATION CHARGE IF YOU CANCEL YOUR HOLIDAY |
|---|---|---|
| More than 70 days   | Deposit only  | Deposit only  |
| 70 - 57 days  | 100% of holiday price + £15                                   | 50% of holiday price  |
| 56 - 36 days  | 100% of holiday price + £30                                   | 70% of holiday price  |
| 35 - 29 days  | 100% of holiday price + £45                                   | 80% of holiday price  |
| Less than 28 days   | 100% of holiday price + £60                                   | 100% of holiday price   |

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