

## TERMS & CONDITIONS

J Bryan Nelson

### Your Trip

Your trip will not be considered confirmed until Sportagent.com has received cleared payment of deposit or indeed payment in full, depending on how close to the date of the trip the booking is made.

Paying for your trip:

Payment should be made in the currency that you have been invoiced.

Cheques should be made payable to Sportingagent.com

Bank transfers should be made to:

Barclays Bank  
64 Eastgate  
Louth  
Lincolnshire  
LN11 9PG

Sort code: 20 52 78

Account name: Sportingagent.com

UK £ Account: 90050873

To ensure that your account is credited correctly please reference all payment, whether by cheque or bank transfer, with your name and our invoice number.

### Your Responsibilities

Passport, visa and health requirements can change at any time. It is your responsibility to comply with the current requirements and Sportingagent.com cannot be held responsible in anyway for your failure to do so. It is also your responsibility to ensure you leave for your trip with all the relevant and correct travel documents.

### Passports and Visas

A full valid passport is required for all travel outside the UK. Please be aware that some countries require your passport to have at least six months validity from the date in which you end the holiday in that country. If you need to renew your passport please be aware that applying for a new passport is a lengthy affair so leave plenty of time to do so if necessary.

Although for most destinations we can assist with visa applications, Sportingagent.com cannot be held responsible in anyway should a country refuse your application.

In some destinations travel schedules can change due to delay, cancellation, adverse weather conditions or other factors outside our control. This can cause misconnections and impose further costs to you for accommodation or ticketing charges.

We will send you a comprehensive kit list nearer to your departure if required. However, we advise you not to take unnecessary money, jewellery and valuables on your trip with you.

## Health and Special Diets

Whilst we can give you an outline of the health risks and requirements for all our destinations, it is important that you check with your doctors on the latest recommendations for certain countries. Information is also available from MASTA - Medical Advisory Service for Travellers Abroad  
Tel: 020 7837 5540  
Website: [www.masta.org](http://www.masta.org) :The Hospital for Tropical Diseases

Special dietary requirements should be requested when you confirm your booking.

Due to the remoteness of some of our destinations, it is unrealistic to expect special diets to be completely catered for all of the time. We will always inform suppliers of your requests and do what we can to accommodate them.

## Travel Insurance

Unforeseen events on your trip can be expensive and we strongly recommend that you take out adequate cover. If you have an existing policy we recommend that you check the level of cancellation cover offered, as this may not be adequate to cover you for the entire cost of your trip.

It is essential that you supply us with details of the cover you have arranged. We require this information, as it may be necessary should you require emergency assistance whilst travelling. Failure to provide the relevant information may result in an inability to help.

## Booking Conditions

### 1. Your trip contract

1.1 There will be no binding contract for your trip until Sportingagent.com has received payment of the deposit/sum shown on the invoice.

1.2 Your holiday contract with Sportingagent.com is made up of the following:

These conditions.

Any changes to the particulars given at the time of confirmation of booking, will be set out in the itinerary or advised in writing. Sportingagent.com makes checks to ensure that the descriptions and information given regarding hotels, facilities and suppliers are correct, and based on the latest information available at the time of you booking your trip. Your trip contract is made on the basis of the changes notified in the itinerary or in writing.

The invoice.

The itinerary: It is very important to check the details on the itinerary and invoice when you get them. This is because they set out the details of the trip Sportingagent.com believes you have booked. If you think there is an error you should contact Sportingagent.com immediately so that Sportingagent.com can sort out any problems surrounding what Sportingagent.com or you are expected to do. Changes can only be made by the person/s booking the trip or by someone they authorise in writing.

### 2. Price

2.1 Sportingagent.com guarantees that up until 30 days before your departure date the price of your trip will not be subject to surcharges except for:  
variations in transportation costs, including the cost of the fuel

### 3. Payment

3.1 Payment of deposit will secure your trip. This is required within 2 weeks after the booking has been made.

3.2 Full balance of the trip is required at least 6 weeks prior to the actual date of your trip.

Sportingagent.com will send a reminder approximately 8 weeks prior to the date of your trip.

### 4. Changes to the trip or persons taking the trip

By you:

4.1 A change must be requested in writing by the person who made the booking.

4.2 If you or any person on the trip is prevented from travelling, Sportingagent.com will agree to that person's booking being transferred to another person who satisfies all the booking terms, subject to both persons accepting joint and several liability for full payment of the price and Sportingagent.com's charge for confirming the transfer and any additional costs arising from the transfer. Sportingagent.com must be given reasonable notice of the transfer request, which is considered to be at least 14 days prior to the date of your trip.

4.3 Sportingagent.com will assist you if you wish to make changes to your booked trip but cannot guarantee that relevant suppliers will agree to your changes.

By Sportingagent.com:

4.4 It is unlikely that Sportingagent.com will have to change your booking but your trip arrangements can be made many months in advance and Sportingagent.com is dependent upon a number of essential suppliers. Sportingagent.com therefore reserves the right to do so. In some destinations travel schedules or trips services can be changed, delayed or cancelled because of circumstances outside our control. This can cause you to miss travel connections, cause disappointment and impose further costs. Sportingagent.com are not liable to any compensation claims under these circumstances.

4.5 If Sportingagent.com makes a significant change to an essential term in our contract before the date of your trip then Sportingagent.com will notify you as soon as possible. You can either:

Have a full refund; or

accept a substitute package from Sportingagent.com of equivalent or closely similar standard and price if one is available; or

Choose a substitute package of a lower standard to the arrangements booked together with a refund of the difference in price.

Sportingagent.com will if appropriate also pay you compensation as provided in clause 6.

4.6 If after departure Sportingagent.com is unable to provide a significant proportion of the services it had agreed to provide as part of your trip contract, sportingagent.com will notify you as soon as possible and do its best to make suitable alternative arrangements at no extra cost to you. If Sportingagent.com cannot do so or you refuse to accept these for good reasons, sportingagent.com will arrange to transport you to the point Sportingagent.com's contracted services commenced (if elsewhere than your hotel) as soon as it reasonably can. Sportingagent.com will, if appropriate, also pay you compensation as provided in clause 6.

## 5. Cancellation

By you:

5.1 Should the reason for you cancelling your trip be deemed as reasonable by Sportingagent.com with a period notice of 14 days, then a full refund of all payments made to Sportingagent.com will be re-transferred without penalty.

5.2 If you cancel the holiday for reasons Sportingagent.com feel is unfair or unreasonable then Sportingagent.com will be entitled to retain part or all of the payment made by you as compensation.

By Sportingagent.com:

5.3 Sportingagent.com will notify you as quickly as possible of any cancellation.

5.4 Sportingagent.com may cancel the trip if you do not pay the balance of the price on time and Sportingagent.com may retain the deposit you have paid.

5.5 It is unlikely that Sportingagent.com will have to cancel your trip in any other circumstances but arrangements are made months in advance in most cases and Sportingagent.com is dependent upon a number of essential suppliers. Therefore Sportingagent.com reserves the right to do so, but you will be entitled to either:

have a full refund; or

accept a substitute package from Sportingagent.com of equivalent or closely similar standard and price, if one is available; or

choose a substitute package of a lower standard to the travel arrangements booked together with a refund of the difference in price.

Sportingagent.com will also if appropriate pay you compensation as provided in clause 6 below.

#### 6. Liability, limits on liability and compensation

6.1 Sportingagent.com accepts responsibility, subject as limited by these booking conditions, for supplying to you all trip services booked by you, even though Sportingagent.com will have engaged independent suppliers to provide certain of these services. For the avoidance of doubt Sportingagent.com is not responsible for and has no liability for the acts or omissions of persons who are not acting as its suppliers (such as for excursions or other activities which you do not book through Sportingagent.com, since these are contracts by you with the local supplier and not with Sportingagent.com).

6.2 Sportingagent.com will have no liability to pay compensation to you for any failure to properly perform the trip contract as agreed, where the failure is attributable to you. Examples would be that any member of your party is unable to travel for medical reasons, or fails to take his/her passport with him/her or a passport which meets the requirements of the country(ies) of the trips (some countries require you to have at least 6 months validity on your passport from the date on which you leave that country), or to get a required visa or health certificate, or to check in early enough to catch the flight or to turn up in time for an excursion/activity for whatever reason, or mislays or loses holiday documentation, or is reasonably excluded by a supplier because of misconduct or medical reasons, or is not provided with a service within the trip because of an error in the information given by you.

6.3 Sportingagent.com will have no liability to pay compensation to you for any failure to properly perform the trips contract, where the failure is:

attributable to a third party unconnected with the provision of the trips services, and which was unforeseeable or unavoidable

due to unusual and unforeseeable circumstances beyond Sportingagent.com's control, the consequences of which could not have been avoided even if all due care had been exercised

due to an event which Sportingagent.com, even with all due care, could not foresee or forestall.

Examples of the above circumstances would be war, riot, civil strife, industrial dispute, terrorist activity, actions of governments or other state bodies, unavoidable technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, avalanche, fire, adverse weather conditions or levels of water in rivers, or that any of the above are threatened.

6.4 Where Sportingagent.com is required to pay you compensation, whether as provided in these booking terms or otherwise, Sportingagent.com will pay a determined price after consultation with you the client.

#### 7. Complaints

If you have a complaint about your trip then you should immediately contact Sportingagent.com, even while on holiday, because matters are most easily resolved on the spot where Sportingagent.com can understand the exact nature of the problem you have. It is unreasonable to take no action while you are on holiday, then complain afterwards. If Sportingagent.com cannot sort out your problem before you return home then you should contact Sportingagent.com within 28 days of returning home. If you do not complain within that period then this may affect Sportingagent.com's ability to investigate your complaint and may impact on the way that your complaint is dealt with.

#### 8. Law and jurisdiction

Any dispute between you and Sportingagent.com will be governed by the laws of England. Any legal action concerning your trip or these booking terms shall be brought in the English Courts, unless you live outside England when your local court will also have jurisdiction.