

These Booking Conditions and the general information detailed on our website will form the basis of your agreement with **1st Tickets Limited**. If you did not see these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.

1. Booking and Confirmation

By registering your interest to buy tickets for a racing event, you agree that we may contact you to offer you the opportunity to buy tickets and other ancillary arrangements. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these booking conditions. The first named person on the booking will be the party leader and will be responsible for making all payments due to us. He/she must be at least 18. After we receive your booking and all appropriate payments, if the arrangements you wish to book are still available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we despatch this invoice to the party leader. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

English Law will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must be dealt with by the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

2. Payment

In order to confirm your chosen arrangements, you must make full payment at the time of booking. In some circumstances, we will accept a deposit and stipulate a date for payment of the remaining balance. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 6 below will become payable.

3. The price of your arrangements

We reserve the right to amend the advertised prices of arrangements at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.**

Once the actual price of your arrangements has been confirmed, no amendment will be made to it unless it is to make a correction to an error, or if our costs change as a result of an increase or decrease in transportation costs or dues, taxes or fees payable for services such as or embarkation or disembarkation fees at ports or as a result of any changes in the exchange rates which have been used to calculate the cost of your arrangements. Only if the amount of the increase in our costs exceeds 2% of the total cost of your arrangements (excluding amendment charges), will we make an additional charge. If any additional charge is greater than 10% of the cost of your arrangements (excluding amendment charges), you will be entitled to choose one of options (a), (b) and (c) as set out in clause 6 below. If you do not inform us of your choice within 14 days from the issue date printed on our additional charge invoice, we are entitled to assume that you will pay the additional charge.

Any additional charge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the additional charge invoice, whichever is the later. We will not to levy an additional charge nor make a refund within 30 days of departure.

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 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.

4. Changes and Cancellation by you

If you need to make any changes to your confirmed arrangements, you must request the change in writing as soon as possible. Whilst we will try to assist, we cannot guarantee that such requests will be met. Where we can meet them, an amendment fee of £40 per person/per booking will be payable along with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. **Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.**

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will take effect when it is received at our offices. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges. The percentage cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling
More than 56 days	£75 per person
Between 56 and 42 days	50%
Between 41 and 28 days	80%
less than 28 days	100%

You may be able to reclaim these charges (less any applicable excess) under the terms of your insurance policy.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure and you pay an amendment fee of £40 and meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers.

5. Insurance

It is a condition of our acceptance of your booking that you have adequate travel insurance. You can obtain information about an appropriate policy via **Travel & General Insurance Services**, Tel **0845 345 3456**, quoting **1st Tickets Limited** but you are not under any obligation to purchase any insurance they offer. Insurance cover will not be effective until you make payment of premiums in full. Please read your policy and take it with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

6. Changes and cancellation by us

Because we begin planning the arrangements we offer many months in advance, we must reserve the right to make changes to and correct errors in holiday details both before and after bookings have been confirmed. We must also reserve the right to cancel confirmed bookings. However, we promise we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to make full payment on time or as a result of circumstances outside our control/"force majeure" as defined in clause 7 below.

Most changes are minor but occasionally, we may have to make a "significant change". Examples of "significant changes" include the following when made before departure; a change of UK departure point to one which is more inconvenient for you or a change of outward departure time or overall length of your time away of twelve or more hours. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a significant change or cancel 8 weeks or less before departure, subject to the exceptions below, we will pay you the following compensation:

Period before departure a significant change or cancellation is notified to you	Compensation per person (excluding infants)
between 56 and 42 days	£15
between 41 and 28 days	£25
between 27 and 14 days	£40
Less than 14 days	£50

We will not pay you compensation where we make a significant change or cancel more than 8 weeks before departure or in the event that (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case we will notify you not less than 8 weeks prior to your date of departure.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time.

We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

Very rarely, we may be forced by "force majeure" (see clause 7) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

7. Force Majeure

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 8(1) below) as a result of force majeure.

8. Our Liability to you

(1) We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient and that is the result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements as applicable. Further, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

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

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or

- 'force majeure' as defined in clause 7 above.

(3) We limit the maximum amount we may have to pay you for any claims you may make against us.

The maximum amount we will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £20 per person affected unless a lower limitation applies to your claim under this clause or clause 8(4) below.

For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 8(4) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(4) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or on any stay in a hotel, the maximum amount of compensation we will have to pay to you will be limited. The most we will have to pay to you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Montreal Convention for international travel by air, the Athens convention for international travel by sea). Where a carrier or hotel would not be obliged to make any payment to you for any reason under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(5) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example any service or facility which any supplier agrees to provide for you.

(6) The services and facilities included in your arrangements will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.

(7) This clause 8 is intended to set out our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.

(8) You must tell us and the supplier concerned about your claim or complaint as set out in clause 10 below. If asked to do so, you must transfer to us or our insurers any rights you have against whoever is responsible for your claim or complaint and provide ourselves and our insurers with all co-operation and assistance that may be reasonably required.

(9) We do not accept liability for (1) any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you; (2) any business losses.

9. Complaints and problems.

In the unlikely event that you have any reason to complain or experience any problems with your holiday arrangements whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be confirmed in writing as soon as possible. Most problems or complaints can be resolved while you are away, however if you remain dissatisfied, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. If you fail to notify us in accordance with this clause it may affect your claim.

We are a Member of ABTA, membership number **Y6318**. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

10. Behaviour.

If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

11. Special requests and medical problems

If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any 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.

If you or any member of your party has any medical problem or disability which may affect your chosen holiday arrangements, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

12. Passports, visas and health requirements

The passport, visa and health requirements applicable to British citizens for the arrangements we offer can be found by going to www.fco.gov.uk. Non-EU nationals may require a visa for travel in Europe. Other than British passport holders must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Requirements may change and you must check the up to date position in good time before departure. For European holidays you should obtain a completed and issued form EHIC prior to departure.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

13. Financial security

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 2018 for 1st Tickets Limited, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages and
2. flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EU are only protected by ABTOT when purchased directly with 1st Tickets Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/978011168479/contents>

14. Accuracy of prices and website details

Important note: the information and prices shown on our website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the information and prices, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

15. Delay

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure.