

## **Nirvana Services -- Booking Terms & Conditions**

These Booking Conditions apply to any Services (defined below) purchased by you (the customer) from Nirvana through the Event registration website (part of Active.com) (the "Event Registration Path").

### **Booking Conditions**

The Services are offered by, and the website [www.nirvanaeurope.com](http://www.nirvanaeurope.com) is owned, controlled and operated by, Nirvana Europe Limited ("Nirvana", "we" or "us"), which is registered with company number 03763169 and has its registered office at Third Floor, Citygate, St. James Boulevard, Newcastle Upon Tyne, United Kingdom, NE1 4JE. We are a member of ABTA (membership number Y1059).

These Booking Conditions incorporate our Terms of Use and Privacy Policy, both of which can be found on our website [www.nirvanaeurope.com](http://www.nirvanaeurope.com). Use of our website, purchase of any Services from us, and/or use of your data are subject to these policies.

You understand and accept that your purchase of any services from a third party is a separate transaction between you and the third party. We are not responsible for any cancellation or performance of any other service outside of the scope of your booking with us, and any cancellation or amendment shall have no effect on your arrangements booked with us. It is therefore important that you review any third party policies.

You understand that your purchase of an entry into an IRONMAN-branded event (each, an "Event") through the Event Registration Path is a separate transaction between you and the operator of such Event.

For purposes hereof, "Service" or "Services" means any services purchased by you (the customer) from Nirvana through the Event Registration Path, including: any hotel booking, bike transport booking, training camp booking, athlete premium experience booking, or other services (which may include a single service booking, agency bookings, and Package bookings).

**PLEASE NOTE: We act in the following capacities, as a Package Organiser in the sale of a Package, as a Principal in a 'single service' booking (i.e. an accommodation only booking) and as Agent.**

Our obligations to you will therefore differ depending upon whether you book a Package where we are acting as the Package Organiser (please see clause 'Definition of a Package' for further details of where this will be the case), as a Principal in the sale of a single service booking ("Principal") or as a booking agent (an "agency booking") to help you arrange or book holiday products sold by a third party tour operator/supplier ("Supplier/Principal"). Our differing obligations are set out below, in the following separate sections:

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B contains the conditions which apply to agency bookings,
- (C) Section C contains the conditions that will apply when you make a Package booking with us, where we are Package Organiser;
- (D) Section D contains the conditions that will apply where you make a single service booking with us, or Services which do not constitute a package, where we are acting as Principal.

Please read the following Booking Conditions carefully as you will be bound by them. We recommend you print off a copy and keep them with your booking confirmation. It is your responsibility to make sure you have read and understood all information contained within these

Booking Conditions. If there is anything within these Booking Conditions which you do not understand or wish to have clarified then please contact us at [contactus@nirvanaeurope.com](mailto:contactus@nirvanaeurope.com) and we will be happy to assist you. Alternatively, you can seek third party advice.

## Section A: Applicable to all bookings

### 1. Accuracy

1.1 Although all reasonable efforts have been made to ensure the accuracy of the information (including prices) in our sales material, regrettably changes, updates and errors occasionally occur. Therefore, all details and information relating to your chosen break are only deemed confirmed once we have received written confirmation from us in the form of a booking confirmation email.

### 2. Price and Payment

2.1 We reserve the right to alter the advertised price of any Service, in case of any pricing error, and we will advise you of the current price of the Service before any booking. Any subsequent reduction in prices due to special offers advertised will not apply to confirmed bookings.

2.2 A per person, non-refundable deposit is required at the time the booking is made. The balance of the price of your break must be paid no later than 8 weeks before the date your booked Services are due to commence (the "**Balance Due Date**"). In some cases, and on request from us, bookings may require full payment more than 8 weeks in advance of your Services. All bookings made via any online booking facility require a deposit at the time of booking. Please note that for all Athlete Premium Experience bookings, full payment will be required at the time of booking. Bookings made within the Balance Due Date must be paid in full at the time of booking. If the deposit, balance or final balance (as applicable) is not paid by the Balance Due Date, we, or where we are acting as agent, the hotel reserves the right to cancel your booking and retain your deposit paid. We are not responsible for obtaining a replacement hotel, but should you wish for us to try and find a replacement on your behalf we will use reasonable endeavours to see what alternatives are available.

2.3 The cost of your accommodation does not include any services which you may use or purchase whilst at the accommodation other than those specifically in writing confirmed as included in the price of your break as set out in your booking confirmation. You shall be solely responsible for paying the hotel directly for such additional services. These may include spa treatments, purchases from shops, any meals and drinks not stated in writing and confirmed to be included in the price of your break.

2.4 Excursions or other tours that you may choose to book or pay for whilst you are on the trip 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. Although we may recommend certain suppliers to you (e.g. ski hire, childcare), 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.

### 3. Payment methods

3.1 Payments can be made online through our secure customer portal using both debit and credit cards: including PayPal, MasterCard, Visa and American Express (Amex transactions are only available in Sterling payments), or over the telephone through our sales and customer service teams.

We also accept bank transfers and cheques, made payable to Nirvana Europe Limited, if we receive them within our normal payment terms stated in section 2. Please clearly use your booking number as a reference for bank transfers or on the back of a cheque.

3.2 There are no surcharges for using personal debit or credit cards; provided that, for purchases or payments made through the Event Registration Path, there is a processing fee applicable at the time of booking.

3.3 By entering your payment details, you confirm that the credit or debit card that is being used is yours or that you have been specifically authorised by the owner of the credit or debit card to use it. All credit and debit card holders are subject to validation checks and authorisation by the card issuer. If your card issuer refuses to authorise payment, we will not be able to process your booking. We are not responsible for any failure on the part of your card issuer to process your payment or any missed deadline caused by such failure. In light of this, we strongly recommend making payments in reasonable time prior to the Balance Due Date leaving ample time to resolve any issues should they arise.

#### **4. Booking and Confirmation of Booking**

4.1 You can make a booking by either telephoning our Sales office on +44 (0)191 257 1750, sending us an enquiry about a break through our "Contact" page or using our online booking facility which enables you to book and pay online. You must be 18 years or over to make a booking and all bookings are strictly subject to availability and compliance with these Booking Conditions.

4.2 If you send us an enquiry about a break using our Contact page, we will acknowledge receipt of your enquiry as soon as possible and then telephone or email you with availability and any other details you require. If you want to go ahead and book your break, we will take payment over the telephone.

4.3 For bookings made and paid for online, we will send you an acknowledgement of receipt of your booking request together with a booking reference by email. This email of receipt does not constitute final booking confirmation, please see section 4.4 below.

4.4 After we have taken payment, we will then email you (or send by post, if requested) a booking confirmation, which will set out full details of your booking and show any remaining balance to be paid by the Balance Due Date.

4.5 For Hotel Bookings, whether by telephone, by e-mail or online, a contract between you and the hotel will only come into existence and bind the parties when we issue the booking confirmation. Please check the booking confirmation carefully.

4.6 [Intentionally Omitted].

4.7 For Package Bookings, whether by telephone, by email or online, a contract between you and Nirvana Europe will only exist when we issue the booking confirmation. Please check the booking confirmation carefully.

Please contact us within 72 hours of receiving the booking confirmation if any information appearing on the confirmation or any other document appears to be incorrect or incomplete, as it may not be possible to make changes later. You have an ongoing obligation to make sure all information provided to us is correct, accurate and up to date. Should any of the information provided to us change then you should notify us immediately.

## Group Bookings:

4.8 Where your booking is for more than one person, the lead name will be responsible for the entire booking. In the event of a refund, such amount (if any) will be returned onto the credit card used to make the purchase for the refunded booking. As lead name you warrant and represent that you have the authority to accept on behalf of your party the terms of these Booking Conditions. The lead name will be responsible for making all payments due in accordance with the contract. The lead name is also responsible for keeping all members of his/her party informed as to the booking details and informing us in writing of any amendments to or cancellations of the booking. As the lead name on a booking you are ultimately responsible for the compliance of the whole group with these Booking Conditions.

## 5. If you have a Complaint

5.1 If you have a complaint or experience any problems during your break, please inform the hotel or supplier concerned as soon as possible who will endeavour to put things right. If the matter cannot be resolved locally, please contact us by emailing [contactus@nirvanaeurope.com](mailto:contactus@nirvanaeurope.com) or phone +44 (0) 191 257 1750 allowing us to assist on your behalf. If you fail to follow this procedure, the local team hosting the Event (and we) will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights. Alternatively, please write to our Customer Services Department at Nirvana Europe Ltd, Osprey House, Kingfisher Way, Silverlink Business Park, Wallsend, NE28 9NX, United Kingdom or [contactus@nirvanaeurope.com](mailto:contactus@nirvanaeurope.com), giving your booking reference and all other relevant information within 28 days of returning home. Please also see clause 29 below regarding the role of ABTA.

5.2 Dealing with complaints. If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. A fee is payable by each party when an application for arbitration is submitted. Details of this scheme are available from The Travel Industry Arbitration Service, administered by: Dispute Settlement Services, 9 Savill Road, Lindfield, West Sussex, RH16 2NY E-mail: [admin@disputesettlementservices.co.uk](mailto:admin@disputesettlementservices.co.uk) This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking form, or not solely or mainly in respect of physical injury or illness or the consequences of such injury or illness.

## 6. Insurance

6.1 We consider adequate travel insurance to be essential. We recommend you ensure that any policy you purchase covers as a minimum the cost of cancellation by you or, the full costs that could be incurred in the event of you suffering an accident or illness, including repatriation.

6.2 A majority of general travel insurance policies will not cover certain elements unique to a sporting break such as insurance for dangerous activities or safe passage of sporting equipment. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. We do not check insurance policies. Please read your policy details carefully and take them with you on your break. We do not accept any liability for any possible loss that you suffer as a result of your failure to take out an adequate insurance policy.

## 7. Special Requests and Medical Issues

7.1 If you have any special requests, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation or any other documentation 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.

7.2 If you or any member of your party has any medical issue or disability which may require assistance, please tell us before you book or, if diagnosed after you confirm your booking, as soon as possible after you become aware. If the supplier in question reasonably feels unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline your booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

## 8. Delays

8.1 In the event of delays to your transportation, the provision of assistance and refreshments is governed by the individual operator's policy or applicable laws and regulations.

8.2 We cannot accept liability for any delays due to arrangements you make for air travel or any other transportation not booked with us.

## 9. Unavoidable and Extraordinary Circumstances

9.1 In these Booking Conditions, "Unavoidable and Extraordinary Circumstances" means a situation beyond the control of the party seeking to rely on such a situation the consequences of which could not have been avoided even if all reasonable measures had been taken. Such events may include, without limitation: war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, epidemics, pandemics or any such crisis which may impact human health (guidance of which shall be taken from the World Health Organisation), airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights) and the inability of airline(s) to operate flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of airline(s) to enter any airspace).

## 10. Data Protection and Privacy

10.1 When you make a booking, we will need to use your personal data such as name, address, contact details, date of birth and passport details to make the arrangements for your break and otherwise as necessary to ensure that your booking contract is performed. This will usually require us to pass your personal data on to relevant third party suppliers of your arrangements such as hotels, transport providers, ground agents and destination management companies so that they can fulfil their part of your arrangements.

10.2 Any personal information we collect about you will be handled in accordance with our Privacy Policy. A copy of the Privacy Policy can be viewed [here](#) and is incorporated into these Booking Conditions. It is your responsibility to periodically review the Privacy Policy and inform yourself of any updates made to the Privacy Policy.

## 11. Governing Law and Jurisdiction

11.1 This contract with Nirvana and any dispute, claim or other matter of any description which arises out of or in connection with this contract is governed by and shall be construed in accordance with English law.

11.2 The Parties irrevocably agree for the exclusive benefit of you that the courts of England shall

have jurisdiction over any claim or matter arising under or in connection with these Booking Conditions (or any agreement or document entered into pursuant to these Booking Conditions) and that, accordingly, any proceedings in respect of any such claim or matter may be brought in such courts, except that you may elect to choose resolution under the ABTA Scheme (if the Scheme is available for the claim in question). Nothing in this clause shall limit your right to take proceedings against us in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## **12. Non-waiver**

12.1 No delay, indulgence or omission in exercising any right, power or remedy provided by these Booking Conditions or by law shall operate to impair or be construed as a waiver of such right, power or remedy or of any other right, power or remedy.

## **13. Further Assurance**

13.1 Each party to the booking contract (you and Nirvana) shall from time to time (both during the term of any agreement under these Booking Conditions and after) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of these Booking Conditions.

## **14. Entire Agreement**

14.1 These Booking Conditions and any agreement or document entered into pursuant to these Booking Conditions constitutes the entire agreement between the Parties and supersedes any previous agreement or arrangement between the parties relating to a booking.

## **15. Variation**

15.1 No variation of these booking terms or any agreement or document entered into pursuant to these Booking Conditions shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

## **16. Third Party Rights**

16.1 No person who is not a party to these booking terms shall have any right to enforce these booking terms (or any agreement or document entered into pursuant to these booking terms) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **17. Passports, Visas and Health**

17.1 We offer guidance on our website on passport and visa requirements for British citizens, including approximate periods for obtaining visas. It is your responsibility to ensure that you have the correct travel documentation for your destination and we do not accept any liability if you are refused transportation by any carrier or entry into any country due to your failure to carry correct documentation for your travel requirements, including transportation of equipment for the Event.

17.2 If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

17.3 Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>. Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>. For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs. The Foreign and Commonwealth Office provides up to date information to help you make an informed decision about travelling abroad. Visit [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) (or other applicable governmental agency websites) for further information.

17.4 Health requirements for travelling abroad change, and you should check the up-to-date position in good time before departure by visiting the travel advice section on the Department of Health's website (or other applicable governmental agency's website) or by checking the recommended practice with your GP, practice nurse or travel health clinic. We can advise you on any compulsory health requirements if you are travelling abroad for your break.

**Please note: The impacts of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Government passport checker can be found here <https://www.gov.uk/check-a-passport-travel-europe>.**

## 18. General

18.1 All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion, the opinion of the Supplier/Principal (where we are acting as an agent) or in the opinion of any hotel manager, property owner, or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we / the Supplier/Principal reserve the right to terminate your booking immediately.

In the event of such termination our liability (or the Supplier/Principal's where we act as agent) 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. Neither we nor the Supplier/Principal will have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of 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. Neither we nor the Supplier/Principal can be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

We reserve the right to recover from you the costs of:

- (a) any damage caused by you to accommodation or other property made available to you;
- (b) any compensation we may pay to others, where caused by you or any member of your party; and/or
- (c) resolving any acts or omissions of you or any member of your party or as a result of a breach of any of these Booking Conditions.

18.2 You can make bookings for car hire, transfers, bike transport, airport parking and equipment hire, and insurance with some leading providers using our links to the websites of these providers in the Additional Services section of our website. Please see our Terms of Use, which apply in relation to the third-party websites listed. Any bookings you make with these providers are made directly with the providers via their websites. They do not form part of your booking with us and are governed by the terms and conditions of the third-party provider which are on the website of the provider or available from the provider on request. We do not have any liability whatsoever in relation to any services that you book with these third-party providers.

18.3 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.

## **Section B – Applicable only to Hotel Bookings where we act as agent**

### **19. Your Contract with the hotel**

19.1 When you make a hotel booking, we will act as an agent in the booking of your hotel accommodation. Your contract will be with the hotel provider/owner (referred to from now on as the hotel) and their booking conditions will be provided to you and are incorporated into these Booking Conditions. Please ask us for copies of these if you do not have them. As an agent, we accept no responsibility for the provision of the accommodation by the hotel (including its facilities and services) with whom you have a contract.

### **20. Amendment or cancellation by you**

20.1 If once the booking confirmation has been issued, you wish to change your booking in any way or cancel your booking, the person who originally booked the break (the lead name) must notify us in writing by email or post. All amendments are subject to availability and whilst we will do our utmost to make your requested changes, it may not always be possible to fulfil your request.

20.2 The hotel may charge the cancellation or amendment charge shown in their booking conditions (which may be as much as 100% of the cost of the booking). Please contact us



at [contactus@nirvanaeurope.com](mailto:contactus@nirvanaeurope.com) or the allocated customer service agent assigned by us prior to confirming your break in order to find out your hotel or Event's specific amendment and cancellation policy.

20.3 In addition, we may incur losses and costs in amending or cancelling confirmed bookings, particularly if such amendments or cancellations occur close to the departure date, and in these circumstances, you will be charged an amendment or cancellation fee reflecting the losses and costs we incur. If you cancel your break or the number in your group booking reduces before the departure date, we have the right to retain the deposit paid by (or due from if still outstanding) each person cancelling as a cancellation fee. If you wish to transfer or change your Hotel Booking an amendment fee of £25 (or applicable currency equivalent) per person will be charged plus any additional costs or losses incurred in making the amendment.

20.4 Note that if the reason for your cancellation is covered under the terms of your personal travel insurance policy (see Clause 6), you may be able to reclaim these charges.

## **21. Amendment or cancellation by the hotel**

21.1 In the event of an amendment or cancellation by the hotel, we will inform you as soon as reasonably possible. If the hotel offers alternative accommodation or a refund, you will need to let us know your choice within the time frame stipulated by the hotel. If you fail to do so the hotel is entitled to assume you wish to receive a full refund. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the supplier but we accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.

## **22. Our liability to you**

22.1 Your contract is with the hotel and its booking conditions apply. As agent, we accept no responsibility for the provision of the accommodation (including all facilities and services) by the hotel. Our responsibilities are limited to making the booking in line with your instructions. We also do not accept responsibility for any information about the hotel that we pass on to you in good faith.

22.2 To the extent permitted by applicable law, we will not be liable to you in respect of any acts or omissions of its employees, agents or sub-contractors, whether such liability arises in contract (by way of indemnity or otherwise), tort (including negligence), misrepresentation, breach of statutory duty, restitution or otherwise, provided that nothing in these Booking Conditions will limit or exclude our liability to you for personal injury or death caused directly by our negligence.

22.3 In the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to three times the cost of your booking or the appropriate proportion of this if not everyone on the booking is affected.

## **Section C – Applicable only to Package Bookings**

This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see clause 23 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.

## **23. Definition of a Package**

23.1 Where your booking is for a Package holiday that we have organised, as defined below, we will act as a “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 (“PTRs”), as outlined in this Section C of our Booking Terms and Conditions.

A “Package” exists if you book a combination of at least two different types of the following separate travel services, for the purpose of the same trip or holiday:

- (a) transport; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services, provided that those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term.

IMPORTANT NOTE: where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Service” bookings and will not be afforded the benefit of the rights under the PTRs. Please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

23.2 Your package contract is made with us, and includes all the arrangements that we make for you including your hotel stay, transport and transfers and any other Services that are stated on your booking confirmation (see Clause 4 “Booking and Booking Confirmation”).

## **24. Price**

24.1 After your booking is confirmed, we reserve the right to vary the price of your break solely to allow for increases which are a direct consequence of variations in:

- i (i) the cost of carriage of passengers resulting from the cost of fuel or other power sources,
- ii (ii) the level of taxes (including VAT) or fees on the Services included in the contract imposed by third parties not directly involved in the performance of the booking, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- iii (iii) the exchange rates applied to your break.

No price variation will be made less than 20 days before the start of your break.

24.2 If any price variation means that you have to pay an increase of more than 8% of the price of

your package, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value) or cancelling and receiving a full refund of all monies paid.

24.3 Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

24.4 Should the cost of your holiday go down due to the cost variations mentioned above that occur prior to the start of the package, then you have a right to a price reduction corresponding to any decrease in such costs. However, please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your booking due to contractual and other protection in place.

## **25. Cancellations/Amendments by You**

25.1 If once the booking confirmation has been issued, you wish to change your booking in any way (for instance to the numbers of persons in your group booking, transfer your break to another person) or cancel your break, the person who originally booked the break (the lead name) must notify us in writing by email or post.

25.2 We may incur losses and costs in cancelling confirmed bookings, particularly if cancellations occur close to the departure date, and in these circumstances, you will be charged a cancellation fee reflecting the losses and costs we incur.

If you cancel your break or the number in your group booking reduces before the Balance Due Date, we have the right to retain the deposit paid by (or due from if still outstanding) each person cancelling as a cancellation fee.

If you cancel on or after the Balance Due Date we may charge you a cancellation fee which is up to an amount equal to the balance of the price of your break depending on the cancellation costs we incur to our suppliers, how close your cancellation is to your departure date and our ability to resell cancelled bookings.

If you have already paid your balance at the time of cancellation, we will be entitled to retain the cancellation amount from the balance paid and will refund to you the difference (if any).

Please contact [contactus@nirvanaeurope.com](mailto:contactus@nirvanaeurope.com) or your allocated customer service agent assigned by us prior to confirming your break in order to find out your hotel or Event's specific cancellation policy. Note that if the reason for your cancellation is covered under the terms of your personal travel insurance policy (see Clause 6), you may be able to reclaim these charges.

25.3 All amendments are subject to availability and whilst we will do our utmost to make your requested changes, it may not always be possible to fulfil your request. We will try to facilitate a transfer of your booking to another person provided that we receive 14 days' notice prior to the departure date and that the person to whom you wish to transfer satisfies all the conditions of the break. We may require satisfactory evidence before agreeing to the transfer. For all amendments and transfers, we will require you to pay any additional fees, charges or other costs arising from such amendment or transfer. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. In particular, if numbers change so that there is an odd number remaining in the party, single room supplements will apply. If you wish to transfer or change your Package Booking, an amendment fee of £25 per person will apply.

25.4 You may cancel your break due to Unavoidable and Extraordinary Circumstances (see clause 9) occurring at the place of destination or its immediate vicinity and which significantly affect (a) the performance of the package or (b) the carriage of passengers to the destination, without liability for cancellation charges. 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 and Commonwealth Office advises against travel to your destination or its immediate vicinity.

## **26. Cancellations/Amendments by Us**

26.1 Occasionally we have to make changes to, and correct errors published in our brochures and sales material both before and after bookings have been confirmed, as well as cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we will not cancel your booking after the Balance Due Date, except due to Unavoidable and Extraordinary Circumstances (as defined in Section 9) or failure by you to pay the final balance by the Balance Due Date.

26.2 Most changes are minor and we will advise you of them at the earliest possible date. Occasionally, we have to make a "significant change" and we will tell you of any such change as soon as reasonably possible. If we make a significant change to your package or cancel your package, we will offer you the choice of the following options:

- (a) accepting the changed arrangements (with a price reduction if appropriate); or
- (b) purchasing an alternative package from us, if available. (We will try to offer you an alternative of equivalent or higher standard for which you will not be asked to pay any more than the price of the original break. If we can only offer you an alternative which is cheaper than the original one, we will refund the price difference); or
- (c) cancelling (or accepting our cancellation) in which case you will receive a full refund of all monies you have paid to us.

26.3 In addition, if we have to make a significant change to or cancel your booking, we will pay you additional compensation, if appropriate. However, additional compensation will not be payable where we are forced to make a change or cancel as a result of Unavoidable and Extraordinary Circumstances (as defined in Section 9); if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time); or if we state in the contract that a minimum number of persons is required in order to operate the break and we do not reach that minimum number within the period specified.

26.4 Any amendment or cancellation fees you incur in terms of other agreements you have made with other providers under separate contracts are not claimable from us.

26.5 [Intentionally Omitted].

26.6 We are only responsible for the package you book with us. We are not responsible for any

services arranged by a third party, which may be associated with your reason for travel. It is therefore important that you review the third party specific amendment and cancellation policies.

## **27. Our Liability to You**

27.1 We will accept responsibility for the 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 set out in your confirmation invoice and the 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 confirmation invoice and the information we 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.

27.2 We will not be liable to pay compensation for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description if it results from:

- (a) the acts and/or omissions of the person affected;
- (b) the acts and/or omissions of a third party unconnected with the provision of the Services contracted for and which were unavoidable and extraordinary; or
- (c) Unavoidable and Extraordinary Circumstances.

27.3 We do not accept responsibility or liability for any services which do not form part of our contract with you. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website or in any of our brochures as being included in the price of your break and we have not agreed to arrange them. This also includes services that you have purchased or booked with a third-party provider through the Additional Services section of our website.

27.4 The promises we make to you about the Services we have agreed to provide or arrange as part of our contract, and the laws and regulations of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the Services in question were properly provided. If the particular Services which gave rise to the claim or complaint complied with local laws and regulations applicable to those Services at the time, the Services will be treated as having been properly provided. This will be the case even if the Services did not comply with the UK laws and regulations that would have applied had those Services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature, which might lead a reasonable customer to refuse to take the break in question.

**27.5 We limit the amount of compensation we may have to pay you if we are found liable under this clause:**

- (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to 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.

**(b) Claims not falling under (a) 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. This 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.

**(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**

(i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions such as The Paris Convention (with respect to hotel arrangements). In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

(ii) 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.

27.6 Copies of the contractual terms of the suppliers of your break and the applicable international conventions are available from us on request.

27.7 Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those Services set out in the confirmation invoice 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.

27.8 We do not accept any liability for any damage, loss, cost, expense or other sum(s) of any description which (a) on the basis of the information given to us by you concerning your booking prior to our confirming it, we could not have foreseen you would suffer or incur if we breached our contract with you and (b) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we do not accept liability for any business losses, including loss of profit, or and indirect or consequential loss of any kind.

27.9 You must provide us and our insurers with all the assistance that we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint (see Section 5 "Complaints" above). If asked to do so, you must transfer to us or our insurers any rights you have

against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to co-operate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

27.10 Where you are in difficulty during your break, we will give you prompt assistance without undue delay, even if caused by Unavoidable and Extraordinary Circumstances, in particular by, providing appropriate information on health services, local authorities and consular assistance; and assisting you to make distance communications and helping you to find alternative arrangements. Where you require assistance that 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.

27.11 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.

27.12 It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

## **29. Your Financial Protection**

ABTA Member

29.1 We are ABTA bonded. We are a member of ABTA (The Travel Association) with membership number Y1059, the UK's premier trade association for tour operators and travel agents. Our membership of ABTA acts as an assurance to our customers of the high standards which we offer allowing you to book with confidence. All the package holidays we sell are covered by a scheme protecting your money in the event of our insolvency. Other Services such as hotels on their own may not be protected and you should ask us what additional protection and insurance cover is available. As a member of ABTA we are subject to the ABTA Code of Conduct. Please visit [www.abta.com/about-us/code-of-conduct](http://www.abta.com/about-us/code-of-conduct) for further details.

29.2 We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct ([www.abta.com/about-us/code-of-conduct](http://www.abta.com/about-us/code-of-conduct)). We can also offer you ABTA's scheme for the resolution of disputes arising out of this contract which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://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 ABTA's website at [www.abta.com](http://www.abta.com).

## **Section D – Where we act as Principal on a single service booking**

### **30 If You Change or Cancel your Single Service Booking**

#### **30.1 Changes:**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. 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, all changes will be subject to payment of an administration fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should 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.

Note: Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

#### **30.2 Cancellations:**

If you, or any member of your party, decides to cancel your booking after it has been confirmed, the first named person on the booking must email us at [contactus@nirvanaeurope.com](mailto:contactus@nirvanaeurope.com). Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will be charged a cancellation fee reflecting the losses and costs we incur.

**Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.**

#### **30.3 Changes to Athlete Premium Experience Bookings.**

You must contact us in writing at [contactus@nirvanaeurope.com](mailto:contactus@nirvanaeurope.com) to make any change to an Athlete Premium Experience Booking. Such bookings may be transferred to another IRONMAN event in the same calendar year where we provide an equivalent service subject to availability and any applicable event entry terms and conditions.

Subject to applicable law if you decide to cancel your Athlete Premium Experience Booking up to 56 days before the race day, we will provide you with a refund minus an administration fee of £150; provided that, if you were required to purchase an Athlete Premium Experience Booking in order to purchase your Event race entry, your rights to a refund for the Athlete Premium Experience Booking shall be the same as those applicable to the corresponding Event race entry. "Athlete Premium Experience Booking" is where you purchase from us an "athlete premium experience", "premium experience", or "athlete event experience" related to an Event providing enhanced onsite services in connection with an Event.

Notwithstanding Section 31 below, if the Event related to your Single Service Booking is cancelled or postponed, your rights to cancel, defer or transfer an Athlete Premium Experience Booking, and/or receive a credit or refund, shall be consistent with your rights in relation to the relevant Event, subject to availability.



### **31. If We Change or Cancel Your Single Service Booking**

We may in certain circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation. Very rarely, we may be forced by Unavoidable and Extraordinary Circumstances (see clause 9) to change or cancel your travel service(s) after departure. If this situation does occur, we regret we will be unable to pay you compensation exceeding the value of the Service or meet any costs or expenses you incur as a result.

### **32. Our Responsibilities for you Single Service Booking**

(1) Subject to the remainder of this clause, we have a duty to select the suppliers of the Services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the Services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the Service in question or any acts or omissions of the supplier, its employees or agents.

(2) 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:

(a) the act(s) and/or omission(s) of the person(s) affected; or

(b) the act(s) and/or omission(s) of a third party unconnected with the provision of the Services contracted for and which were unforeseeable or unavoidable; or

(c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to 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.

(b) Claims not falling under (a) 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 twice the price paid by you in total. This maximum will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) availability (and their parent or guardian if under 18 years) must also assign to ourselves 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.

(6) Please note, we cannot accept any liability for any damage, loss of expense or other sum(s) of any description: (a) 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 (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

### **33. Financial Protection**

If you book arrangements other than a Package holiday from us, your monies will not be financially protected. Please ask us for further details.