

ICC CRICKET WORLD CUP WEST INDIES 2007 SUPPORTER TOURS TERMS AND CONDITIONS

NOTICE OF CONDITIONS TO ALL PARTICIPANTS

"The Organising Agents" shall for the purposes of this tour mean **AIRCROUTE TRAVEL PVT. LTD.** and their appointed representatives. Upon signature of this tour confirmation / booking proposal form by the principal participant or company ("the participant") and the written acceptance by the Organising Agent the participant agrees that it is unconditionally bound by all the terms and conditions contained in this contract. The Organising Agent has been appointed by Cricket Logistics as an official travel agent for the ICC Cricket World Cup West 2007 and the terms and conditions of the use of match tickets as laid down by Cricket Logistics (CL) forms an integral part of this agreement. The participant confirms that it is aware of and fully accepts the match ticket term and conditions.

1. GENERAL CONDITIONS:

The Organising Agents

- 1.1 Reserve the right to accept or reject the parties to participate on the Tour;
- 1.2 Shall be entitled to make any arrangements for the issue of any ticket or coupon or for transport conveyance or accommodation as they at their discretion may think advisable in the best interest of the Tour;
- 1.3 Shall not be liable under any circumstances whatever and whether in contract or delict for any damage, injury (including death), loss, delay or inconvenience of any sort whatsoever which shall be caused to any participant whether directly or indirectly whilst on any tour or journey or while a temporary resident in any foreign country as a result of any failure by the Organising Agents to make satisfactory arrangements and whether caused through the act or omission of the Organising Agents; The participant waives all rights of whatsoever nature against the Organising Agent, ICC Cricket World Cup West Indies 2007 Inc., West Indies Cricket Board, ICC Development (International) Limited and Cricket Logistics and their servants and agents in respect of injury, death, loss or damage arising from or pursuant to the ICC Cricket World Cup West Indies 2007, notwithstanding that it may have been caused by the negligent act or omission on the part of any of such persons."
- 1.4 Shall act as agents only and shall not in any way be liable as principals in issuing or obtaining the issue of any air ticket or coupon or making any arrangements for transport or accommodation;
- 1.5 Confirm that their couriers or representatives have no authority or permission to refund any money paid or to give any right to claim a refund from the Organising Agents;
- 1.6 Are not responsible for obtaining refunds on lost or unused transportation tickets, although every effort will be made to claim settlement on behalf of participants;
- 1.7 Reserve the right to cancel, abandon or modify any tour. In such event any money paid will be refunded, less any expense, disbursements or other commitments incurred on behalf of the participant/s and in such event no further liability whatsoever will be accepted by the Organising Agents.
- 1.8 Will be appointing overseas sub contractors, operators of the tours and their cooperating agents, who will act only in the capacity of agents for the participant in all matters pertaining to hotel accommodation, sightseeing tours and transportation whether by railroad, motor-bus, motor-car, steamship, boat, aeroplane or by any other means, and as such hold themselves free of responsibility for any harm, loss or damage occasioned from any cause whatsoever. The Organising Agents will not be responsible for any loss, damage, expense or inconvenience caused by late train or plane arrivals or departures, or by any change of schedule or other conditions, nor will they be responsible for the loss or damage to baggage, or any article belonging to the participant.
- 1.9 Reserve the right, in the event that they do not receive sufficient support, either to cancel the tour or to raise prices according to the final number of tour participants noting that each tour cost is based on a minimum number of participants;
- 1.10 Reserve the right to amend the tour cost at any time should any revaluation or devaluation occur in the Rand, US Dollar, Euro or Pound Sterling or any other currency prior to the date of travel;
- 1.11 Adequate Medical, Cancellation, Curtailment and Public Liability Insurance is compulsory;
- 1.12 It is the participant's responsibility to ensure that their passports are valid for at least 9 months from the date of travel and that they acquire a valid visa for the period of their visit. The Organising Agents accept no responsibility for participants who cannot travel due to transgression of this clause.
- 1.13 Participants are required to have a travel mechanism (flight, train or bus) as part of their package as match tickets cannot be sold on their own.

2. INDEMNITY:

- 2.1 The participant indemnifies and holds harmless the Organising Agents, ICC Cricket World Cup West Indies 2007 Inc., the West Indies Cricket Board, ICC Development (International) Limited and Cricket Logistics, their servants and agents from and against all claims for damage and loss from any cause whatsoever by any third party, heir, executor, dependant or relative of the participant whether for loss or damage to property or arising out of death of the participant, whether or not such claim is based or alleged to be based on the negligence or gross negligence of the Organising Agents.

3. PAYMENT CONDITIONS:

- 3.1 A Non refundable deposit of USD 300 has to be send in advance for blocking on the land packages and USD 1000 for Cruise option. The only condition applicable for refunding the cruise package advance that will be if there are insufficient confirmed participants to make the boat viable. Should this condition be met then the deposit will be non refundable.
- 3.2 **FOR LAND PACKAGES**

1 ST INSTALLMENT OF USD 1000	:	BY 30 TH MAY, 2006
2 ND INSTALLMENT 75% PACKAGE PRICE	:	BY 15 TH AUGUST, 2006
BALANCE PAYMENT	:	BY 15 TH SEPTEMBER, 2006
- 3.3 **FOR CRUISE PACKAGE**

50% OF TOTAL VALUE OF CRUISE PACKAGE(S) BOOKED	:	DUE 15 TH JUNE, 2006
BALANCE PAYMENT OF TOTAL VALUE OF CRUISE PACKAGE(S) BOOKED	:	DUE 15 TH SEPTEMBER, 2006

4. CANCELLATION POLICY:

- 4.1 The only condition applicable for refunding participants the first deposit for Cruise Package will be if there are insufficient confirmed participants to make the boat viable. Should this condition be met then the deposit will be non refundable.
- 4.2 Any cancellation after Registration will result in a cancellation fee of 100% of the initial deposit (which is non refundable) as well as a cancellation fee on boat and airline deposits as determined by the specific Boat Cruise Company or airline utilised.
- 4.3 Any cancellations after 1st June will incur a 100% cancellation fee on CL penalty and face value match ticket costs and a variable cancellation fee on the boat and airline deposits dependant. These cancellations will be charged if the amount of cancellation exceed the deposit amount already paid to us till this date.

- 4.4 Any cancellation after final payment is received will incur a 100% cancellation fee of all moneys paid by the participant and received by the Organising Agents.
- 4.5 Should the Cricket World Cup 2007 in the West Indies not take place in the West Indies for any reason, the payments (non refundable deposit and balance payments) will remain non refundable and the cruise will continue as a normal Caribbean Cruise.

5. AIRLINE CONDITIONS:

- 5.1 All air tickets if booked through us will be issued only against a written request from you against immediate payment and any changes will be subject to penalties.
- 5.2 All advertised packages and itineraries are based on without booking of any flights. We are trying to block the seats on the airlines as per the package dates and will be informed to you as soon as we are able to block the seats for the group. Actual flight details can only be confirmed once participants have paid non-refundable deposits for the air tickets and such deposits have been paid to the airlines. Consequently the actual flight requests can only be confirmed on receipt of such confirmation from the airlines.
- 5.3 In conjunction with the clause above, all packages and costings are subject to change until final hotel and airline confirmations are received for the flights.
- 5.4 Flight costs are refundable according to the policy of the relevant Airline. Participants must note that all rights to match tickets are lost unless the participant has a confirmed and paid for travel mechanism (clause 15 in General Conditions).
- 5.5 Airlines may charge a breakaway or extension fee or date and routing change penalties.

6. ACCOMMODATION CONDITIONS:

- 6.1 Whilst every endeavour will be made to comply with the participants' accommodation requests, we cannot be held responsible if you are not satisfied with the selections made.
- 6.2 In the case of participants travelling alone who wish to share accommodation, the Organising Agents will always endeavour to fulfil these requests. Should this prove impossible, however, a surcharge for single accommodation will be applicable.
- 6.3 Prices listed are subject to availability at the time of deposit receipt. Should the cabin category in the package be sold out then it will be replaced by the next available cabin category which could result in an increase in the package price which must be paid by the participant.

7. PACKAGE PRICES:

Package prices are subject to a minimum of 60 % of the total cruise capacity being sold; estimated airfares and an exchange rate of 1 USD = 46.5. Should there be any change to the aforementioned criteria AIRCRUISE TRAVELS PVT. LTD. reserves the right to adjust the prices accordingly.

ICC CRICKET WORLD CUP WEST INDIES 2007 MATCH TICKETS TERMS & CONDITIONS:

- 1. All payments for ICC Cricket World Cup West Indies 2007 match tickets and royalty fees are strictly non-refundable and non-transferable. Should the participant have name changes after they have submitted personal details to CL then such changes can only be approved by CL and such changes will only be accepted up to 16 weeks prior to departure.
- 2. CL will only release match tickets to AIRCRUISE TRAVELS PVT. LTD. on satisfactory provision of the following participant details; name, address, passport number, details of matches to be attended and flight PNR's, and/or alternative travel mechanism including arrival date and departure date. Consequently it is a condition of this contract that such details must be provided timeously by the participant.
- 3. Match tickets, are category 1 which are the best available tickets after sponsors and hospitality tickets have been allocated by CL. Seat required is strictly subject to availability and no guarantee can be made as to where such seats are located. Special requests are subject to availability and confirmed final allocation by CL.
- 4. The match tickets terms and conditions of ICC Cricket World Cup West Indies 2007 are to be adhered to at all times and any transgression thereof without the permission of ICC Cricket World Cup West Indies 2007 Inc. could lead to the cancellation of match tickets. The match ticket terms and conditions are attached to this agreement and must be signed as they form an integral part of this agreement. For the avoidance of doubt, the participant confirms that it has read and understood the match ticket terms and conditions and the participant agrees to abide by and comply with the match ticket terms and conditions. The participant also acknowledges receipt of the letter from ICC Cricket World Cup West Indies 2007 Inc.

ICC CRICKET WORLD CUP WEST INDIES 2007 LOGOS AND PROMOTIONAL CONDITIONS:

- 1. All corporate clothing must be produced by the licensed merchandisers to ICC Cricket World Cup West Indies 2007 Inc. The participant may not produce any apparel which includes the marks and logos of the ICC Cricket World Cup West Indies 2007 in conjunction with their company logo or other marks.
- 2. The participant may not make unauthorised use of the ICC Cricket World Cup West Indies 2007 marks and logos and nor may packages be used to promote sales to the public through competitions on any electronic, TV or printed media. Ambush marketing and other promotional use are strictly forbidden.
- 3. Any corporate or promotional apparel worn by members on the tour must be approved by ICC Development (International) Limited.

I accept the above terms and conditions.

Print Name: _____ **Sign:** _____ **Date:** _____

Print Name: _____ **Sign:** _____ **Date:** _____
 On Behalf of **Agency Name** as duly authorized

(In the case of Corporate Groups the responsible Company Officer duly authorised to sign on behalf on the Company)

Kindly print this document, sign it and after scanning mail it to us at aircruise@vsnl.com