

Booking Conditions

Booking Conditions for Cruise & Maritime Voyages.

All holidays are organised and offered for sale in the United Kingdom by South Quay Travel & Leisure Limited trading as Cruise and Maritime Voyages.

These conditions together with the General Information and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with South Quay Travel & Leisure Limited (ATOL 4619) and (ABTA V9945) ("South Quay"), ("us"), ("our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred. Holidays not involving air travel are financially protected by South Quay Travel & Leisure Ltd and are fully insured for the initial deposit, and subsequently the balance of the monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of South Quay Travel & Leisure Limited. We provide financial security for holidays not including flights by way of an insurance policy arranged by Advantage Financial Services through MGA Cover Services Limited. In the unlikely event of Insolvency you must inform MGA Cover Services immediately on +44 (0) 20 3540 4422. Please ensure you retain the booking confirmation form as evidence of cover and value. Please note this policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond. Holidays involving air travel are financially protected by South Quay Travel & Leisure Ltd's bond with the Civil Aviation Authority ATOL 4619. The CAA will financially protect your holiday in the same way. Please also refer to clause 16 entitled 'Financial Protection'.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Data Protection Policy (see clause 22);
- c. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

1. Booking & Insurance

Bookings can be made online, by calling our cruise reservations department or contacting your ABTA travel agent. We do accept Visa & MasterCard for Credit Card payments and charge a 2.5% fee for this facility. Debit Card payments are free (Visa Delta & Switch). We also accept American Express and charge a fee of 3.5% for this service. If you do not require our insurance, then please provide details of your current insurance policy. We offer competitive rates of insurance arranged by Gold Cover Travel Insurance Services and insured by Ageas, details of which can be found on the [Insurance page on this website](#). Once we have received all the appropriate payments from you, a binding contract between us comes into existence. We will then despatch our confirmation invoice to the party leader. If your confirmed arrangements include a flight we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a confirmation. Upon receipt, if you believe that any details on the ATOL Certificate confirmation, or any other document are wrong you must advise us immediately as changes can not be made later. Your balance payment is due no less than 90 days prior to departure, for which we will not issue a reminder. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 2 below will be payable. Any money paid to an authorised agent of ours in respect of a booking including flights is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for as long as we do not fail financially. If we do fail financially, and any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. Any money paid to an authorised agent of ours in respect of a booking including flights is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for as long as we do not fail financially. If we do fail financially, and any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

2. Cancellation By You

Cancellation by you must be sent to us in writing and it will take effect when it is received by us. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

Date Cancellation received

Cancellation Charge

More than 90 days before departure	Loss of Deposit
71 - 89 days before departure	30% of total price
50 - 70 days before departure	50% of the price
29 - 49 days before departure	75% of the price
28 days or less	100% of total price

No refunds will be made for tickets or services booked but not used, or for insurance premiums or alteration charges. Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges detailed above.

3. Changes and Cancellation By Us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure/website details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a “significant change”. If we make a significant change before departure (for example, a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of scheduled outward departure time of twelve or more hours, a change of UK departure point to one which is significantly less convenient for you or a significant change of itinerary missing out more than one major port, we will tell you as soon as possible. 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

(b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. If the chosen alternative is more expensive you may be asked to pay the difference, but if it is cheaper, you will receive a pro rata refund.

(c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us save for amendment fees and insurance. You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements. The above options are not available where any change made is a minor one. If we have to make a significant change or cancel, we

will pay you reasonable compensation if appropriate, depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where 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 or where we are forced to cancel due to an insufficient number of people having booked the holiday in question (in which case we will notify you no later than eight weeks prior to your date of departure). No compensation will be payable and the above options will not be available 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 the change made is a minor one or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Please note: where arrangements with a higher price than the original ones are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if arrangements are offered by us and accepted by you with a higher price than that originally booked with the same cruise itinerary where no additional payment is made by you.

4. Fitness to Travel on the Cruise Ship, Pregnancy, Disability or Reduced mobility, Medical/ mobility equipment

The Company's priority is the comfort and safety of its passengers. You are asked at the time of booking to provide as much information as possible regarding any assistance that may be required in the port and on board the vessel.

The Company and the carrier are entitled to administer a health questionnaire prior to boarding. You must advise prior to boarding the vessel if you are suffering any symptoms. All passengers must follow the vessels instructions and procedures relating to all matters including health, safety, hygiene and security.

In order to ensure that the carrier is able to carry passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including flag state every Passenger warrants that he/she is fit to travel by sea and that his/her conduct or condition will not impair the safety of the cruise ship or inconvenience the other passengers. The Company and the Carrier reserve the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law.

If it appears to the Company or the carrier, the Master or the Cruise Ship's doctor that a Passenger is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to land at any port, or likely to render the Carrier liable for Passenger maintenance, support or repatriation, then the Carrier or the Master shall have the right to take any of the

following courses: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger to another berth or cabin; (iv) If the Cruise Ship doctor considers it advisable, to place or confine him/her/hers in the Cruise Ship's Hospital or to transfer the Passenger to a health facility at any port, at the Passenger's expense (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port provided that the ship's doctor and/or Master considers that any such steps are necessary.

Where a Passenger is refused embarkation as a result of safety and/or fitness to travel, neither the Company nor the carrier shall be liable for any loss or expense occasioned to the passenger thereby, nor shall the passenger be entitled to any compensation from the carrier.

'Disabled Person' or 'Person with Reduced Mobility' includes any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaptation to his particular needs for the service made available to all passengers.

The vessels have a limited number of cabins equipped for Disabled Persons. Not all areas or equipment on the vessels are suitable for access to Disabled Persons or Persons with Reduced Mobility. You must check with us at the time of booking to enable us to assess your needs with the performing carrier. Not all ports of call will be accessible and some may be by tender. Please check at the time of booking in order to avoid disappointment. Some ports of call are not suitable for persons with reduced mobility or wheelchairs. Some shore excursions may not be suitable for Disabled passengers or those with Reduced Mobility. You must check the itinerary at the time of booking. The decision will be made by the Company or the Master of the vessel; it will be based on safety and will be binding. The facilities may vary from vessel to vessel and itinerary to itinerary.

Passengers who need assistance and/or have special requests or need special facilities or equipment with regard to accommodation, seating or services required or their need to bring medical equipment must notify the Company at the time of booking. This is to ensure that the Passenger can be carried safely and in accordance with all applicable safety requirements. In order to ensure that the Carrier can provide the necessary assistance and there are no issues relating to the design of the passenger ship or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger in a safe or operationally feasible manner. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing. If the Passenger cannot be carried safely and in accordance with applicable safety requirements then the Company and or the carrier can refuse to accept a Passenger or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety. If there are any particular conditions, Disabled or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organised by the passenger and at the passenger's

expense. The vessel is unable to respite services, one to one personal care or supervision or any other form of carer for physical or psychiatric or other conditions. Where strictly necessary for the safety of the passenger the Company and or the carrier can require before it accepts the booking that a passenger is assisted by an accompanying person who is fit and able to provide the assistance required. The Company and the carrier reserve the right to refuse passage to anyone who has failed to notify it of their specific needs with regard to accommodation, seating or services required from the carrier or terminal operator, or their need to bring medical equipment, or to bring a recognised assistance dog on board the vessel or of any other known disabilities or who in the Carrier's and or Master's opinion is unfit or unable to travel or anyone whose condition may constitute a danger to themselves or others onboard on the grounds of safety. These needs must be notified at the time of booking.

Please note that assistance dogs are subject to national and EU Regulations regarding travel. It is the passenger's responsibility to check the position prior to the cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call. Assistance dogs must have all necessary papers and comply with national Regulations regarding health, inoculations, training and travel.

Those passengers confined to wheelchairs must furnish their own standard size wheelchairs and must be accompanied by a travelling companion fit and able to assist them. The ship's wheelchairs are available for emergency use only. The requirement for passengers to notify at the time of booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried and/or carried safely. It is the passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive. Passengers must be able to operate all equipment. Where any mobility or other equipment is lost or damaged by the fault or neglect of the Company then it is the Company's or carriers absolute decision as to whether to repair or replace such equipment. Unless the Company and or the Carrier agree otherwise and in writing Passengers are limited to bringing 2 items of such mobility or medical equipment on board per cabin with a total value not exceeding £2200. All equipment must be capable of being carried safely and must be declared before the cruise. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

Any Passenger who embarks, or allows any other Passenger for whom he or she is responsible to embark, when he or she or such other Passenger is suffering from any sickness, disease, injury or infirmity bodily or mental or to his/her or her knowledge has been exposed to any infection or contagious disease, or for any other reason is likely to impair the safety or reasonable comfort of other persons onboard or for any reason is refused permission to land at his/her or her port of destination shall be responsible for any loss or expense incurred by the Company, carrier or the Master directly or indirectly in consequence of such sickness, disease,

injury, infirmity, exposure or refusal or permission to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and consent in writing of the Carrier or the Master to such embarkation has been obtained.

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 23 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for safety reasons carry pregnant Passengers of 24 weeks or more by the end of the cruise. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the Passenger will be safe during the passage. The ship's doctor is not qualified to deliver babies onboard or to offer pre or post natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment. The cruise ship's doctor is not a specialist and the ship's medical centre is not required to be and is not equipped to the same standards as a land-based hospital. The Vessel carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Company makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed.

Medical facilities and standards vary from port to port and the Company makes no representations or warranties in relation to such standards.

5. Alteration By You

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the person who made 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 an administration fee of £50 as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Within 90 days of departure, administration charges will increase to approximately 25% of the total cruise fare. Only one amendment per booking can be made and within 90 days and changes may not be approved. Please note that any requested amendments will be approved at our discretion.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

6. Our Responsibility

(1) 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 contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "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.

The Company is not responsible for any improper or non-performance of any services forming part of the Cruise or Package which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the Company and/or the relevant supplier could not even with all due care have foreseen or forestalled. In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Package then the Company limits its liability, where applicable by the International Conventions

(2) Where death and or personal injury and or loss of or damage to property occurs during carriage by air or by sea then liability and the extent of damages recoverable will be dealt with by International Conventions as set out in paragraphs 4 and 5 and not otherwise.

(3) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 6(6) 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 any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay 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 Warsaw Convention as amended or unamended and the Montreal Convention for international

travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea).

Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not 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. We do not have any liability to you by virtue of the Denied Boarding Regulation 2004 which applies solely to the operating carrier. Any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.

(5) Travel by sea is governed by the provisions of the Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 as amended in 1976 ("The Athens Convention) and where applicable from 1 January 2013 EU Regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents ("EU Regulation 392/2009). For the purposes of the Athens Convention and EU Regulation 392/2009 we are the Contracting Carrier.

The Athens Convention and EU Regulation 392/2009 limit the Carriers' liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It is presumed that luggage has been delivered to you undamaged unless written notice is given to the Company and/or the performing Carrier.

a) in the case of apparent damage, before or at the time of disembarkation or redelivery; or

b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

Damages for cabin luggage payable by the Carrier are limited up to the Athens Convention limit of 833 SDRs or 2250 SDRs if EU Regulation 392/2009 applies.

Limits shall be reduced in proportion to any contributory negligence by the Client and by the maximum deductible specified in Article 8 (4) of the Athens Convention or EU Regulation 392/2009. Copies of the Athens Convention or EU Regulation 392/2009 are available from the Company on request.

In so far as the Company may be liable to a Client in respect of claims arising out of carriage by sea, The Company shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions, and nothing in these Booking Conditions shall be deemed as a surrender thereof. To the extent that

any provision in these Booking Conditions is made null and void by the Athens Convention or EU Regulation 392/2009 or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further. The Company's liability will not at any time exceed that of the carrier under its Conditions of Carriage and/or applicable or incorporated conventions or other legislation.

Any liability in respect of death and personal injury and loss of and damage to luggage which the Company may incur to you whether under the Contract with the Client in accordance with these Booking Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention or EU Regulation 392/2009 for death/personal injury of 46,666 Special Drawing Rights (SDR) or 300,000 SDR under Athens Convention or 400,000 SDRs under EU Regulation 392/2009 except in the case of liability for war or terrorism 250,000 SDRs.

The Company is not liable for valuables, monies or other securities including jewellery and watches. If they have been deposited with the reception desk on the ship for safe keeping and a receipt issued then in those limited circumstances the Carriers liability will be as set out in the Athens Convention or EU Regulation 392/2009. The use of safes onboard a Vessel is not a deposit with the ship or with the company under the Athens Convention or EU Regulation 392/2009 or otherwise. The limits are 1200 SDRs pursuant to Athens or 3,375 SDRs pursuant to EU Regulation 392/2009.

(6) Where there is any loss of or damage to property including luggage which is not covered by any international convention and where liability is not limited by reference to any enactment, terms of conditions, then any legal liability that the Company may have for any such losses or damage will not exceed £500 per guest.

(7) Notwithstanding anything to the contrary elsewhere in these Booking Conditions, the Company shall not in any circumstances be liable to you for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

(8) For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability the Company may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Client paid for the Contract not including insurance premiums and administration charges. Where this relates to loss of and/or damage to luggage and/or other personal possessions then the Company's liability will not exceed £500. The Company will not at any time be liable for any loss of or damage to valuables of any nature.

(9) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 13 below. 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 cooperate

fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

7. Suppliers' Conditions

Many of the services which make up your holiday are provided by independent suppliers. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 6 (4)). Copies of the relevant parts of these terms and conditions and particularly the Terms and Conditions of Carriage at Sea of the carrier providing your Cruise are available on request from ourselves or by clicking here: Terms and Conditions of Carriage at Sea - [Marco Polo](#). [Astor](#). [Magellan](#). [Azores](#).

8. Passports, Visas, Health Formalities & Travel Documents

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your Doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. You must notify us regarding next of kin details and any other important information we request before you travel.

A full 10 year British passport is required for all of our holidays, and your passport must be valid for a full 6 months following your date of return to the UK. If you do not hold a valid 10 year British passport, please note it can take up to twelve weeks to obtain a new one. 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. You must ensure you have the correct travel documents in your possession before departure, failing which you will be liable for any costs, which you or we may incur as a result. Please note that, very occasionally, a last minute change may entail entering an additional country. Please note children must now have their own passport. For all passport enquiries contact the UK Passport Agency on 08705 210 410 or www.homeoffice.gov.uk/agencies-public-bodies/ips

The health formalities and any compulsory inoculations required for your cruise can be found on page 82 of this brochure and this information maybe subsequently updated. It is your responsibility to ensure that you are fit to travel and to take all necessary medication etc. with you. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Any cancellation that arises due to visa/passport requirement will be subject to the cancellation charges detailed above.

9. Behaviour

If in our opinion or in the opinion of 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 of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your cruise or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost services 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 applicable supplier prior to departure from the service in question. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

10. Insurance

It is a condition of booking with us that you take out appropriate travel insurance. You are not permitted to travel with us without having adequate travel insurance in place. Details of a policy offering comprehensive cover at reasonable rates is available on request. This policy includes cover for cancellation charges and the cost of assistance, including repatriation, in an emergency. If you do not purchase this insurance you must arrange alternative insurance of at least comparable standard (we will not check it, this is your responsibility) and you must provide details of your policy to us upon request. You must reimburse us fully for any costs or losses we incur as a result of your failure to comply with this clause.

11. Prices

Our current prices are calculated on exchange rates known on the 28th November 2014 (Source: Barclays Bank Plc)...We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed, both on our website and in our brochures.

We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Please note that prices may go up and down at all times, and you will be notified of the final price of your chosen arrangements at the time of booking. Once the price of your chosen holiday has been confirmed by us, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation

costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing or our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in "Changes and Cancellations by us".

Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. 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. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your holiday. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

12. Timings & Delays

Timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, and the ability of passengers to check in and board on time. Sometimes delays cannot be avoided but in such situations, in conjunction with our local agents or representatives, we will try to ensure your comfort during the course of any delay.

13. Complaints

If there is a problem during your holiday, you must report it onboard immediately or to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return. Failure to

take either or both of these steps will prejudice our ability to resolve your problem and / or investigate it fully. In consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

14. Law & Jurisdiction

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the ABTA Arbitration Scheme (if the scheme is available for the claim in question - see clause 14) or by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

15. ABTA Arbitration

We are a member of ABTA, membership number V9945. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at www.abta.com/consumer-services/travel_problems/arbitration

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or at: www.abta.com/consumer-services/travel_problems/mediation

16. Financial Protection

We are required to provide security for the monies that you pay for the arrangements booked from this brochure and for your repatriation in the event of our insolvency. We provide this security for flight inclusive holidays by way of a bond held by the Civil Aviation Authority under ATOL number 4619. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please check your ATOL Certificate or ask us to confirm what protection may apply to your booking.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder. In which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

Holidays not involving air travel are financially protected by South Quay Travel & Leisure Ltd and are fully insured for the initial deposit, and subsequently the balance of the monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of South Quay Travel & Leisure Limited. We provide financial security for holidays not including flights by way of an insurance policy arranged through MGA Cover Services Limited. In the unlikely event of Insolvency you must inform MGA immediately on +44 (0)20 3540 4422. Please ensure you retain the booking confirmation form as evidence of cover and value. Please note this policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond.

17. Flights

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any

change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 3 (Changes and cancellation by us) will apply.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. Your rights to a refund and/or compensation from us are set out in clause 3 above. If the airline does not comply with these rules you should complain to the air transport users council on 02072406061 www.auc.org.uk. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

Important note: the information and prices shown in this brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the brochure information and prices at the time of printing, 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. Should we become aware of the need to revise information or prices, we may do so by informing you before we accept your booking. In this case the revised information or prices will be considered to form part of our contract with you as if they had originally been printed in our brochure.

18. Special requests

If you have any special request, you must advise us in writing 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 unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not

confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as “standard” bookings subject to the above provisions on special requests.

19. Disabilities, Illness and Medical Problems

We will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can advise as to the suitability of your chosen arrangements if possible. Please also see clause 20. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking or, if full details are not given at the time of booking, cancel (imposing applicable cancellation charges) when we become aware of these details.

We and the supplier concerned reserve the right to refuse boarding in the event that we reasonably feel that an individual is not fit to travel. We will deem that person unfit to travel if in the 48 hours or less before sailing they have suffered with any medical symptoms suggestive of a viral illness including but not limited to diarrhoea, vomiting, high temperature or other flu-like symptoms.

20. Voyager Grade Category bookings

Your cabin type is not guaranteed and will be notified to you after your booking is made. Voyager grade bookings will always cost less than the cheapest advertised confirmed category price. See our brochure/website for full details. Bookings can be made by telephone or online via our website. Please note that this booking facility can be withdrawn and reinstated at any point, as this offer is only intermittently available.

21. Manage my booking facility

Your booking details should be live within the ‘Manage my booking’ area on our website approximately 24 hours after making your booking with us. It may take slightly longer in some cases for your booking to appear. Access to this facility is explained in the information which is sent to you after your booking is made. You must log on to update your important information, such as special requests and medical details.

22. Data Protection Act 1998

Information provided by you to us in connection with your holiday will be held by South Quay Travel and Leisure Ltd in accordance with the Data Protection Act 1998. It will be used for reservations, bookings, ticket issue, compilation and circulation of passenger lists, marketing of other programmes and promotional offers and for travel insurance purposes. You may have a copy of the personal information held about you by contacting us in writing at any time. If you

wish to be deleted from our database, please inform us and you will be deleted immediately. Our full data protection policy is available on request.