

Helpful information

To answer any burning questions you might have, and to help you prepare for your holiday, we've put together some useful information below. But if we haven't managed to answer your query, please feel free to call one of our travel advisors on 0800 270 7017.

Water levels

Cruise itineraries may be varied due to high or low water levels, flooding, lock closures, unscheduled vessel maintenance or for any other circumstances beyond our control. If we're unable to continue sailing certain rivers due to water level problems, we'll do everything we can to minimise the impact it has on your holiday and make alternative arrangements for the rest of the itinerary. This could mean arranging coach transfers, organising ship swaps, providing hotel accommodation or finding alternative attractions to visit - all of which are weather dependent.

Passports

In order to travel on a cruise, you must hold a valid passport, with British passport holders requiring at least one month's validity from your return date to the UK. If your passport's validity is less than six months a waiver form must be signed. For general passport enquiries contact the Identity and Passport Service on 0870 521 0410 or at ips.gov.uk.

Visa information

UK passport holders don't require a visa for European cruises. If you don't hold a valid UK passport, it's your responsibility to ensure any visas required for the countries you'll be visiting during the cruise have been obtained.

Health and vaccinations

Health facilities, hygiene and disease risks vary worldwide. So to ensure your safety throughout your cruise, seek advice regarding your specific health requirements as early as possible. Further information can be found in the Department of Health leaflet T71 (Health Advice for Travellers) available from the Department of Health on 0207 210 4850, via its website; dh.gov.uk and from most Post Offices. If you have any pre-existing medical conditions or mobility difficulties, you should inform us at the time of booking.

Travel insurance

We strongly advise you to take out adequate and appropriate travel insurance which includes cover against loss of deposit or cancellation fees. Please read your policy details carefully and take them with you on your cruise. It's your responsibility to ensure that the cover you purchase is suitable and adequate for your needs and the cost of the holiday.

Mobility

Emerald Waterways welcomes disabled guests but wishes all guests to understand that limitations could exist on-board and during shore excursions. The lifts on our ships service three out of four decks, with access to the Sun Deck only possible using stairs. Under appropriate circumstances guests are welcome to use collapsible wheelchairs on-board. Many tours are conducted from coaches, so guests need to be able to climb up and down the stairs to board. Some shore excursions may require movement over cobblestones or up and down stairs; accordingly, guests with limited mobility will require the services of a responsible companion to be travelling with them, since crew availability is limited. If you have any medical, physical or other special needs, please contact our travel advisors for further information and have a look at our deck plan to gain an understanding of the layout of any particular ship. On occasion we'll be required to dock next to other ships, which may mean accessing the shore via the Sun Deck, requiring you to ascend and descend stairs.

Walking

All of our itineraries include excursions which involve a certain amount of walking to tour each destination, occasionally over uneven streets and up and down stairs.

Please call one of our travel advisors on 0800 270 7017 for further information.

Coach travel

To experience the full range of regional attractions during our itineraries, there will be a certain amount of coach travel required.

Optional tours

During your cruise, you can book onto a range of optional activities for a number of destinations on-board the ship. Alternatively, pre-book before you travel by calling 0800 270 7017. Optional tours are at an additional cost, subject to availability and seasonal operations, and may be subject to minimum / maximum numbers.

Currency and credit cards

Most countries you'll visit use the Euro, although for small purchases ashore, it's best to carry local currency. Many locations accept major credit cards and cash machines are located at most ports of call. Prior to departure you'll need to confirm that your card and PIN will work in your destination countries. On-board your ship, any accounts can be paid in cash in Euros or by credit card (there is a 1% charge for Visa and Mastercard credit card payments and a 3% charge for American Express.)

Clothing

We recommend casual and comfortable clothing - for sightseeing and walking tours you'll need comfortable shoes. For the winter months, you'll need a warm coat, gloves and water-resistant footwear. Dinner is an informal affair; relaxed evening wear is perfect. On certain evenings such as the Welcome and Farewell Dinners, you might like to dress up.

Laundry facilities

Guests staying in an Owner's One-bedroom Suite can take advantage of four items laundered daily, free of charge - while guests staying in Grand Balcony Suites are allocated two complimentary items daily. Laundry facilities are available to all other guests at a fee.

WiFi

WiFi connection availability and speed will vary depending on where the ship is positioned and the number of users. WiFi can be slow to use and there may be occasions when no signal is available. Guests staying in an Owner's One-bedroom Suite will have complimentary use of an iPad throughout the cruise.

Plug sockets and voltage

On-board electricity is 220v and a European plug adaptor will be needed to use electrical items. All rooms have a hair dryer.

Smoking

Smoking isn't permitted inside coaches, indoors on any ship, or on balconies - we may highlight further areas throughout your cruise where smoking isn't permitted. There are areas available to smoke on the ship's outside decks, however we can't guarantee these facilities will be available. On coach journeys we'll aim to ensure that there are frequent stops.

Baggage allowance

Please be aware that excess baggage is always at your cost. You're entitled to carry one suitcase per person, with the total sum of its length, width and height not exceeding 160cm (62 inches) and weight 20kg (44 lbs). KLM has recently introduced checked baggage charges for passengers flying in economy. Emerald Waterways' guests can avoid these charges simply by enrolling in KLM's frequent flyer programme. Visit www.klm.com for more information.

Booking conditions

Important: The following terms and conditions together with the general information contained in our tour brochure form the basis of your contract with Scenic Tours (UK) Limited trading as either Scenic Tours or Emerald Waterways. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them. Except where otherwise stated, these booking conditions only apply to tour arrangements shown in this brochure (including pre and post tour accommodation, activities and other services) which you book with us in the UK and pay for before departure from the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to “holiday”, “booking”, “tour” or “arrangements” mean such tour arrangements unless otherwise stated.

In these booking conditions:

“You”, “your” and “yourself” means each person who makes a booking with us for a tour and/or who is named on the booking (including anyone who is added or substituted at a later stage) or any of them, as the context requires. “We”, “us” and “our” means Scenic Tours (UK) Limited trading as either Scenic Tours or Emerald Waterways.

Bookings

1. All bookings are made pursuant to these terms and conditions. 2. We welcome passengers with medical conditions or disabilities. If you or any member of your party has any medical condition or disability which may affect your tour or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), it is very important that you tell us of the condition and of any medical or mobility equipment you will need in writing before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. We reserve the right to refuse to carry any person whenever we are prevented from doing so because of any applicable safety requirements or where we are unable to accommodate their needs in a safe or operationally feasible manner. You must also notify us of any changes or deterioration in the disability or medical condition or development of any disability or medical condition after booking. We further reserve the right to cancel your booking and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made and/or promptly notified of any development, change or deterioration occurring after booking and where we are unable to properly accommodate you. In the event that you require assistance with embarking or disembarking as a result of your reduced mobility or disability, please advise us at the time of booking and in any event no later than 48 hours before the assistance is required. Please also note that assistance is not always available when embarking or disembarking at all ports of call. Any passenger affected by a disability or medical condition must ensure they have notified this to their travel insurers and that their travel insurance will cover it. 3. The operation of all tours is conditional on us securing the minimum number of bookings required to operate the tour and to ensure an enjoyable group atmosphere. Where sufficient numbers cannot be achieved, we reserve the right to cancel or change a scheduled tour. Please also see clauses 19 and 20. We will endeavour to make any decision to cancel or significantly change a tour no less than 60 days prior to the scheduled departure date of the tour but in any event will notify you no less than 30 days prior to the departure date of the tour.

4. If you have any special requests (including dietary requirements) you must notify us in writing at the time of booking. Please note special requests cannot be guaranteed. Failure to meet any special request will not be a breach of contract by us. Confirmation that a special request has been noted or passed on to the supplier of any service(s) 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 by us in writing, all special requests are subject to availability. 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.

Payment

5. To secure any booking, you must pay the applicable deposit of

a minimum of £750 per person or full payment if booking 90 days or less before the start of the cruise. The deposit or full payment, as applicable, must be received by us within seven days of booking to ensure a place on the tour is held. Bookings will be automatically cancelled if the applicable deposit or full payment, as applicable, is not received by us within this seven day period and we will have no further liability to you. Any accommodation, sightseeing or flights we book for you which are separate to those stated in your itinerary are not included in the deposit or tour price. An extra payment will be required to cover the costs of these additional services, and these services will not be booked until both your holiday deposit and additional service costs are paid in full.

6. Deposits are non-transferable and non-refundable except as expressly set out in these terms and conditions. We therefore recommend that you have adequate insurance to cover this. 7. The balance of the tour price (after deduction of the applicable deposit) must be received by us no less than 90 days prior to the start of your tour. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in these terms and conditions depending on the date we reasonably treat your booking as cancelled. 8. Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until a contract between us comes into existence. After that point, your agent will hold the monies on our behalf until they are paid to us. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent’s obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

Credit & Debit Card Payments

If you pay by credit or debit card the following fees will be added to your holiday price.

	Fee on Deposit	Fee on all other payments
Debit Card	0%	0.125%
Credit Card	1.5%	1.5%

Your contract

9. Subject to availability we will confirm your booking verbally (if you have made a telephone booking) or by email (if you have made an email booking). For all other bookings we will confirm your booking by issuing our confirmation invoice. Even if you have received verbal confirmation or email confirmation we will also send you a confirmation invoice. This invoice will be sent to the lead name on the booking (“Lead Name”) or your Travel Agent. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We cannot accept any liability if not notified of any inaccuracy in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified

to us outside these time limits but you must meet any costs involved in doing so.

10. A binding contract between you and us comes into existence when we confirm your booking verbally (for telephone bookings) or when we dispatch our email confirmation to you (for email bookings) or when we dispatch our confirmation invoice for all other bookings. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (“claim”) (except as set out below). We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the Courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

What are your tour obligations?

11. (a) You must follow the Cruise Director’s instructions at all times to ensure on tour safety. You acknowledge that failure to do so will result in restricted access to areas on tour, or if necessary for your own safety and/or that of other passengers, withdrawal from the tour. (b) If we, or our staff or suppliers are of the view you are negatively affecting your own health, safety or environment or that of other passengers, we can oblige you to withdraw from the tour immediately. We will not be liable to you for any loss, cost or damage resulting from your withdrawal. If you are withdrawn from the tour, you must make your own return travel arrangements at your own expense. (c) You must make your own enquiries regarding your tour, including being aware of any relevant government travel or safety warnings.

Tour price

12. (a) We reserve the right to increase/decrease our advertised tour prices at any time before your booking is confirmed. We also reserve the right to correct any errors in any tour price. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the tour price has been confirmed at the time of booking, clause 13 below will apply. (b) We reserve the right not to honour any published prices that we determine were erroneous due to printing, electronic or clerical error. 13. Once your tour price has been confirmed at the time of booking, then subject to the correction of errors, it will only be increased or decreased in the following circumstances. A surcharge or refund (as applicable) will be payable, subject to the conditions set out below, in the event of any change in our transportation costs or in dues, taxes, fuel or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or decrease or in the exchange rates which have been used to calculate your tour price. Even in the circumstances set out in above, only if the amount of the increase in our costs exceeds 2% of your tour price (excluding insurance premiums and any amendment fee) will we levy a surcharge. If any surcharge is greater than 10% of your tour price (excluding insurance premiums and any amendment fee), 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 fee) or alternatively purchase another tour from us - see clause 19. You have 14 days from the issue date printed on the surcharge invoice to tell us if you wish to cancel or purchase another tour where applicable. Otherwise, we

are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the tour price or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the tour price 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. No surcharge will be levied within 30 days of departure. No refund will be payable if any decrease in our costs occurs during this period either.

Tour features

14. The features of the tour are set out in the tour brochure. 15. We make no representations about the features of any tour other than those expressly set out in the tour brochure and these terms and conditions.

Brochure validity

16. The tour brochure and these terms and conditions are valid for the departure dates as stated in the tour brochure unless extra dates are added or otherwise expressly advised by us.

Variation or cancellation by us

17. We start planning the tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in the details of advertised tours both before and after bookings have been confirmed and cancel confirmed bookings.. 18. In the event of industrial action affecting air, rail, cruise or other tour related transportation we will make every effort to contact the lead name and advise of alternative arrangements (if any). However, if contact is not made, you should phone 0800 270 7017. 19. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Due to the nature of our itineraries, which are dependent on the safe navigation of national and international waterways over which we have no control, it is not always possible for our vessels to sail or call at all ports as planned. Unfortunately this is an inherent risk in sailing which you must accept. The captains of all the vessels we use retain the ultimate right to deviate from or change any particular itinerary where they believe it necessary to so, for example in the interests of the health and safety of passengers. Most changes made to a confirmed tour are minor. Examples of what we both agree to be minor changes are changes of vessels to one of the same class for the whole or part of your tour, changes to vehicles used for transfers and excursions, changes to planned excursions, changes to hotel accommodation to that of an equivalent standard including the substitution of accommodation to on-board our vessels, changes of dock location, changes to sailing times, and the substitution and/or removal of ports of call. Occasionally, we have to make a significant change to or cancel a confirmed tour and we must reserve the right to do so. A significant change is a change made before departure which, taking account of the information you give us at the time of booking or which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a significant effect on your tour. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, you will be offered the choice of the following options:- (a) (for significant changes) accepting the changed arrangements or (b) purchasing alternative arrangements from us, of a similar standard to those booked if available, with you paying a supplement if the alternative arrangements are more expensive than those originally booked or (c) cancelling or accepting the cancellation and receiving a full refund of all monies you have paid to us. Please note, the above options are not available where any change made is a minor one. 20. If we have to make a significant change to or cancel a confirmed tour, we will in addition to the options set out in clause 19 pay you reasonable compensation if and as appropriate subject to the following exceptions. Compensation will not be payable and no liability beyond offering the options set out in clause 19 can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your tour has not been reached - see clause 3. No compensation will be payable and the options set out in clause 19 will not be available if we have to cancel as a result of your failure to comply with any requirement of these terms and conditions entitling us to cancel (such as paying on time). A change of flight / Eurostar time of less than 24 hours, airline (except as specified in clauses 48-51 “Flights”), type of aircraft (if advised) or destination airport will all be treated as minor changes. 21. Very rarely, we may be forced by Force Majeure to change or terminate your tour after departure but before the scheduled end

of your time away. If this situation does occur, we will be unable to make any refunds (unless we obtain any refunds from our suppliers which we do not use to pay for alternative services), pay you any compensation or meet any costs or expenses you incur as a result.

Amendment or cancellation by you

22. If you wish to make any amendments to your confirmed booking you must notify us in writing as soon as possible. It may not always be possible to make such amendments. Where we can, an amendment fee of £50 per person per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the tour price where, for example, the basis on which the price of the original tour was calculated has changed. 23. You may cancel your booking by notice to us in writing and payment of the applicable cancellation fee as shown below. Cancellation notifications are not effective until received by us in writing (if received by us on a weekend day or public holiday the notification will be treated as having been received by us on the next working day). The following cancellation fees apply to each individual person who cancels and where shown as a percentage are based on the total cost of the arrangements which are being cancelled excluding any insurance premiums, amendment fee or previously incurred cancellation charges which are all non-refundable in the event of your cancellation:

Cancellation Fees

Period before your tour commences within which written notification of cancellation is received by us

Cancellation period	Fee per person
91 days and over	Loss of Deposit
90 days to 60 days	35% of tour price
59 days to 30 days	50% of tour price
29 days or less	100% of tour price

NB Transferring to another date is treated as a cancellation and the cancellation fees above will apply. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Our liability

24. We will ensure that the tour arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these terms and conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted tour arrangements are not provided as promised or prove deficient as a result of the failure of us, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted tour arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). 25. We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following - - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or - the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable / unavoidable or - Force Majeure (as defined below). 26. We cannot accept responsibility for any services which do not form part of our contract with you. This includes, for example, any additional services or facilities which any hotel or other supplier agrees to provide for you where the services or facilities are not advertised in our tour brochure as part of your tour and we have not agreed to arrange them as part of our contract and any excursion or other services you purchase during your tour. Where any such excursion or services are purchased through or with our assistance, please note that we act only as booking agent. Your contract will be with the operator or provider of the excursion or services in question. We have no liability in relation to the same. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

27. 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 tour arrangements in question had been properly provided. If the particular arrangements which gave rise to the claim or complaint complied with the then applicable local laws and regulations, the services will be treated as having been properly performed or provided. This will be the case even if the arrangements did not comply with the laws and regulations of the UK which would have applied had those arrangements 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 tour participant to refuse to take the tour in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 24. 28. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care. 29. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1000 per person affected unless a lower limitation applies to your claim under this clause or clause 29 below. For all other claims which do not involve death or personal injury, 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 fees) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 30 below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

30. 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 or rail carrier to which any international convention or EU regulation applies, 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 found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements 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 (as amended by the 2002 Protocol with effect from 31st December 2012) and COTIF, the Convention on International Travel by Rail). Please note: where a carrier or hotelier would not be obliged to make any payment to you under and in accordance with 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 carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

31. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 (2) which 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 cannot accept liability for any business losses including self employed loss of earnings.

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

Carriers

33. The carriers (including airlines, rail carriers and sea carriers used in association with the tours) are not responsible for statements in the tour brochure or any of its features. 34. The applicable conditions of sale / carriage in use by the carriers will apply to you. These may limit or exclude the carriers’ liability to you, usually in accordance with international conventions. Copies of these are available on request.

Force Majeure

35. Except where otherwise expressly stated in these terms and conditions we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of Force Majeure. 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 are likely to include (whether actual or threatened) war, terrorism, exceptional water levels, lock damage, fire, flood or any other unusual weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil disturbances, acts of government, government agencies or other authorities, inability to obtain any necessary licence or consent through no fault of ours and any other event or circumstances beyond the control of us or any supplier of any part of your tour.

Risk and travel insurance

36. You acknowledge and accept that there are inherent risks associated with our tours for example events of Force Majeure, hazards of travelling in undeveloped areas, travel by boat, train, automobile, aircraft or other means of transportation particularly in underdeveloped countries or more remote locations, forces of nature, political unrest and accident, illness, epidemics or pandemics in regions without means of rapid evacuation or medical facilities. Baggage is entirely at your risk during the tour. We cannot accept any liability regarding the provision of medical care or the adequacy of any care that may be rendered. 37. Except as expressly set out in these terms and conditions you agree that we cannot accept any liability for, and you discharge and release us from all claims arising from or connected with any loss or harm suffered by you arising from any risk referred to in clause 35 or any other risk which you should have reasonably recognised as being inherent to your tour.

38. We strongly advise you to take out adequate and appropriate travel insurance to cover as a minimum cancellation by you, loss of luggage, early return following death of a relative as defined in the respective proposal forms or emergency repatriation in the event of accident or illness for example. Please read your policy details carefully and take them with you on your tour. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

Itinerary changes and travel advice

39. During local or national holidays, certain facilities such as museums and restaurants, sightseeing tours and shopping may be limited or not available. Alternatives will be offered if possible. 40. The Foreign and Commonwealth Office may have issued information about your tour destination. You are advised to check this information at www.gov.uk/foreign-travel-advice.

Smoking

41. Smoking is not permitted inside tourist coaches or indoors on any ship and such other places as are prohibited by us or our suppliers from time to time. Smoking is not permitted on the balconies of our river cruise ships. We will use reasonable endeavours to ensure there are frequent stops on any coach trip and there are permitted areas outside decks on-board some cruise vessels which are available for smoking, however we cannot guarantee these facilities will be available.

Baggage allowance

42. You are entitled to carry one suitcase per person with the total sum of its length, width and height not exceeding 160cm (62 inches) and weight 20kg (44 lbs). Personal and valuable items such as make-up, cameras, medication, passport, money/ credit cards etc. should be carried in a travel bag or on your person. You must ensure that luggage meets the weight requirements as overweight or oversize items will not be carried. Some carriers may impose a small surcharge per day for a second suitcase per person. Excess baggage is always at your cost.

Young travellers

43. Travellers who are less than 21 years old on the departure date must be accompanied by and share a cabin/room with an adult aged 21 or over. Children under 12 years of age are not accepted. This is a condition of carriers and cruise operators.

Complaints

44. If a problem occurs during your tour, you must advise our representative immediately so that steps can be taken to resolve the matter and you can continue to enjoy the remainder of your tour. You must also advise the supplier concerned. If you remain dissatisfied,

any complaint must be made in writing to us giving full details within 30 days of the end of the tour. If you fail to follow this simple procedure, your right to claim compensation you may otherwise have been entitled to may be affected or even lost as a result.

Tour price and duration

45. All prices in this brochure are quoted in English pounds (Sterling). All prices in this brochure are believed to be correct to the best of our knowledge at the time of printing but errors may occur and prices are subject to change. You must therefore ensure you check all details of your chosen tour (including the price) with us or your travel agent at the time of booking. The number of days duration stated in each itinerary includes day of departure and day of return.

Included in your fare

46. All airfares from the UK (unless specified at the time of booking, e.g. selected special offers), coach travel, all cruise travel, services of a Cruise / Tour Director (if applicable), airport transfers, port charges, meals, accommodation, sightseeing and admissions and other services as expressly indicated in the itinerary, all gratuities and tipping on land tours and river cruises except as set out below.

NOT included in your fare

47. Gratuities and tips to any staff on cruise ships not operated by us (unless otherwise expressly advised), meals not specified in the itinerary, drinks unless otherwise stated, laundry, passport fees, expenses of a personal nature, travel between train stations and any other items which are not expressly included in the cost of your tour. Changes to flight schedules may require additional overnight accommodation at either commencement or completion of tour which is at your own expense.

Airfare conditions

48. Your reservations consultant will book the most appropriate fare for your tour. Air travel is based on a specific class and is subject to availability at time of booking. If booking a promotional cruise, all inclusions and conditions may differ. Please check promotional booking conditions. Full details and conditions may be obtained from your travel consultant. Changes to original tickets will incur amendment or cancellation fees, are subject to availability and surcharges may apply. Please see clauses 21 and 22 above. Please note: all airfares are subject to routing restrictions. Airfares and applicable taxes are subject to increase without notice due to fare and tax changes, surcharges dependent on class available at time of booking and other factors outside our control. Please contact your travel consultant for the applicable rules and regulations.

Flights

49. For flight inclusive holidays, the flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your confirmation invoice. However, the actual times will be those 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.

50. In accordance with EU Directive (EC) No 2111/2005, 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 within the European Union. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm. We are also 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. Any change in the identity of the carrier, flight timings, and/or aircraft type (where advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these terms and 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 19 and 20 will apply.

51. If you suffer a delay in your outbound travel arrangements, we will do our best to ensure you make the start of your tour or, if this cannot be achieved, join it as soon as possible. Any costs we incur in making any alternative arrangements in this situation will be your responsibility. In the event of a flight delay, the airline concerned may provide refreshments and/or other assistance depending on factors such as the length of the delay, time of day and number of

passengers affected. We cannot accept liability for any delay which is due to any of the reasons set out in clause 25 (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time).

52. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If the airline does not comply with these rules, you may complain to the CAA on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk - Referring Your Complaint to the CAA.

Transfers

53. (a) Airport transfers are only available on the first and last day of your tour and at times we designate. (b) Transfers outside these times will be at your expense and must be secured by your own arrangements. (c) Passengers who have purchased our pre and post tour hotel accommodation will be provided airport transfers to/ from their hotel in the tour start or end city only, on the day of the pre or post accommodation booking. (d) No refund will be given for unused transfers. (e) Transfers cannot be routed to other pick-up points or destinations. (f) If you miss the pre-booked transfer you will be responsible for making your own way to the tour departure point, at your own expense. (g) Airport transfers may be group transfers scheduled to coincide with multiple flight arrival times.

Hotel accommodation

54. IMPORTANT: Unless otherwise expressly stated in the description of the tour in question or expressly advised by us to you, overnight accommodation required to meet tour and/ or flight connections is not included in the tour price and is at your own expense. For any accommodation included in the tour itinerary, we reserve the right to substitute hotel accommodation of a similar standard in the place of the advertised hotel. Although we have taken reasonable steps to secure the most suitable hotel accommodation in the area of the tour we are not liable to you for the quality, size or fitness of the hotel rooms.

Passports and visas

55. British passport holders are recommended to have a valid passport with at least 6 months validity from return date. If your passport has less than 6 months validity from the return date, then a waiver form must be signed. It is your responsibility to ensure any visas required for countries to be visited on the tour have been obtained prior to the tour departure date. Failure to obtain correct documentation will mean you may be unable to participate in particular shore excursions and may be denied boarding and/or entry into certain countries. Passport and visa entry requirements and costs are your sole responsibility. We cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

56. A full British passport presently takes approximately 4 to 6 weeks to obtain. If you are 16 or over and have not yet got a passport, you should apply for one at least six weeks before your departure from the UK. The UK Passport Service has to confirm an applicant's identity before issuing their first passport and will ask them to attend an interview in order to do this. If you are not a British citizen or hold a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) you

are travelling through and to which you are intending to travel. Please note, all requirements may change and all clients must check the up to date position in good time before departure with the Embassy or consulate of the country(ies) you are travelling through and to. 57. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org. Information on health abroad is also available on www.nhs.uk/ Livewell/Travelhealth. At the time of publication of this brochure, we are not aware of any compulsory health requirements applicable to British citizens taking any of the holidays featured in this brochure. For holidays in the EU/EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from www.ehic.org.uk. An EHIC is not a substitute for travel insurance. Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information. It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Financial security

58. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 9294). When you buy an ATOL protected flight or flight inclusive holiday* from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. 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 services you have bought or a suitable alternative (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). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. *The flights and flight- inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at www.atol.org.uk.

59. For passengers travelling on Eurostar return or travelling on a cruise only holiday, your holiday will be covered by ABTOT. As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT number 5248), we have provided a bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. In the event of insolvency, protection is provided for non-flight packages commencing in and returning to the UK and other non-flight packages excluding pre arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly from us. In the above circumstances, if you have not yet travelled you may claim a refund, or if you have already travelled, you may claim repatriation to the starting point of your non-flight package.

Cruise / Tour participation

60. Additional to clause 2, you acknowledge that while there is an elevator on-board it may not access all decks. In addition standard cabins and bathrooms have significant thresholds and cabin doors which limit access and may not be wide enough to allow access by many wheelchairs. You may not be able to participate in some activities either on board the ship or onshore at all ports of call if it

is not safe for you or others do so or where it is not operationally feasible. You must be physically fit to undertake any tour and must be self sufficient and/or must travel with a companion able to provide any assistance needed during the tour, we regret we cannot provide a companion to assist you throughout your tour.

Currency and credit cards

61. Most countries visited use the Euro, although some still have their own currency. For small purchases ashore or in small towns, local currency is advantageous. Many locations accept major credit cards. Cash machines are located on shore at some stops. Prior to departure you should confirm that your card and PIN will work in your destination countries. All purchases on-board are charged to your shipboard account. The on-board currency is the Euro. Shipboard accounts may be paid in Euros or by credit card.

Clothing

62. We recommend casual and comfortable clothing. Please bring comfortable walking shoes for sightseeing. Dinner attire is smart casual - open-neck shirts, trousers and dresses. Coats and ties may be worn but are not required. The Captain's Welcome and Farewell Dinners are dressy but not formal. For the winter months, we recommend a warm coat, gloves, water-resistant footwear and an umbrella. Laundry facilities are available on-board for a fee.

Cruise cabins

63. Tour price is based on the cruise cabin category as indicated on each tour page. Upgrades to other cabin types are available at additional cost. Please note that generic cabin requests are a request only and cannot be guaranteed.

Deck Plan and Cabin Plans

64. The deck plans and cabin layouts are an indication only and may vary. Cabins in tour brochures are not drawn to scale.

Noise, vibration and odour

65. While we take reasonable steps to minimise noise, vibrations and odours on the cruise ships, you acknowledge and accept that some noise, vibration and intermittent odours may be experienced on vessels and that we will not be liable to you in relation to such noise, vibration or odours.

Docking position

66. During port stops, docking locations are controlled by the port authorities, ships may dock side-by-side, obstructing views and requiring you to pass through other ships to embark and disembark.

Cruise Director

67. An experienced English-speaking Cruise Director accompanies every cruise. They are there to ensure your comfort, answer your questions and make your holiday relaxed and memorable. Cruise Directors are employed by us.

River cruise dining

68. Dining rooms are single, open-seating and unreserved. The restaurant manager is responsible for the seating arrangements. The Terrace is unable to seat all guests at one time due to its size and is therefore available on a first come, first served basis.

Electricity

69. On-board electricity is 220v - you will need a plug adaptor to use your electrical items. 70. All river cruise ships have hairdryers available.

WiFi

71. Although complimentary WiFi is available on-board, the ship is a moving vessel. Connection speed will vary and can be slow at times depending on where the ship is positioned, number of users and the information being downloaded. There may be occasions when no signal is available, for example in a steep sided river valley. We do not guarantee the availability and quality of internet connections and no refund will be paid for any problem which may be experienced.

Cruising itinerary changes

72. In the event of water level problems on stretches of any river, it may be necessary to operate part of the itinerary by motorcoach. The cruise companies and we reserve the right to cancel, advance or postpone any scheduled cruise/ tour and/or sailing date and may, but are not obligated to substitute another vessel. Except as otherwise expressly set out in these conditions we shall not be liable for any loss whatsoever to tour/cruise participants by reason of any such cancellation, advancement or postponement. The cruise companies and we reserve the right to change the itinerary

whenever conditions, in the opinion of the Master of the Ship or local waterways regulations, render it advisable or necessary. The cruise companies and we will not be responsible for any loss or expense caused by reasons of such changes except as otherwise expressly set out in these conditions.

River cruising medical services

73. Ships do not carry a doctor on-board, however due to close proximity to land, medical services can usually be called rapidly. Medical costs are at clients own expense. **WE STRONGLY RECOMMEND SUITABLE AND ADEQUATE TRAVEL INSURANCE.**

River cruising on-board language

74. On-board language is English. All staff, crew and tour guides speak English and all announcements and lectures will be made in English.

Mini-bars and safes

75. Our river cruise ships have a complimentary mini-bar in the Owner's One-bedroom Suites. Grand Balcony Suites, Panorama Balcony Suites and Staterooms also have a mini-bar at your own expense. All cabins have a safe.

Single accommodation

76. Two dedicated single cabins are available on each ship. A limited number of category E, D Staterooms and Emerald Panorama Balcony Suites are available at a single supplement rate for each cruise. Please contact us for price information. 77. (a) If you are willing to share a room with another single traveller of the same gender, you must pay the single supplement rate. If you remain matched throughout the entire cruise, you will be refunded the single supplement rate within two weeks of completion of the cruise. (b) We accept no responsibility for the suitability of the allocated rooming partner. (c) If at any time during the cruise, you consider your rooming partner unsuitable, we will use reasonable endeavours to arrange single accommodation for you for the remainder of the cruise, subject to availability, using the pre-paid single supplement rate. (d) A limited number of single rooms are available at a single supplement rate for each cruise. Single rooms are smaller than twin rooms and may not be available. You acknowledge that if there is no availability of single accommodation for the remainder of the cruise, you will be required to continue to share with your nominated rooming partner of the remainder of the cruise.

Sightseeing tours

78. It is not possible for large coaches to be used for some city sightseeing. Many towns and cities will be visited by way of walking tours and accordingly, a reasonable level of fitness is required. For river cruising, clients must be able to climb ramps. For coaches, ship embarkation/disembarkation (depending on river levels) and attractions, these may have a number of steep steps.

Optional tours

79. Additional activities undertaken by you such as sightseeing tours purchased by you in addition or instead of those activities outlined in this brochure are not included in your tour price and incur an additional cost. Additional activities are subject to availability, seasonal and operational factors. Some activities require a minimum and maximum number of participants to operate.

Pictures, images and information

81. Maps or cruise/tour depictions contained in the brochure or any other publications/brochures are intended as an indication only and should not be relied upon as the actual route taken during the tour. 82. All images in tour brochures represent typical scenes and descriptive detail for each tour. However, it is possible that the particular subject matter may not be seen or experienced on tour. Also, some pictures may have been digitally enhanced. 83. All offers and pricing are subject to availability at time of booking. 84. These terms and conditions may be subject to further changes by us from time to time and are shown on our website.

Help understanding this contract

85. If you do not understand the terms and conditions, or any aspect of this contract, please seek advice from an appropriately qualified professional.

Published May 2015.