Booking Terms & Conditions

These Booking Terms and Conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Voyages to Antiquity (UK) Limited (ATOL 10093) and (ABTA Y2206).

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 added or transferred.

1. Booking and paying for your arrangements

A booking is made with us when we have received your signed booking form and the required deposit payment. The deposit will be 10% of the total holiday cost and will be non-transferable and non refundable. If your booking is made within 90 days of departure full payment is due at the time of booking. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.

A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you. If your arrangements include a flight, we 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 cannot be made at a later date and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 90 days prior to scheduled departure.

If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 below will become payable. There is no charge for payment of deposit by credit card but a charge of 1.7% for Visa and Mastercard and 2.5% for American Express cards will be made for balance payments. No charges are made for payments using debit cards.

2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances.

You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

3. Insurance

We do not sell insurance as there are many good deals available in the market, plus many people now have annual policies. However, it is a condition of the contract with us that every member of the booking has travel insurance in force for the entire duration of the holiday, covering at least the cancellation of the booking and providing medical cover for illness or injury, repatriation while overseas and loss of baggage.

Details of your policy must be entered in your booking form in the space provided in order for a booking to be confirmed.

4. Pricing

The price of your voyage, air package holiday arrangements, or other travel arrangements was calculated using exchange rates in effect when brochure printed on 1 April, 2014.

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

The price of your confirmed voyage, or travel arrangement is subject at all times to changes in transport costs such as fuel, and any other airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider; and to changes in the currency exchange used to calculate your arrangements and to rates, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your voyage/travel arrangements price.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or supplementary services or travel arrangements. You will be charged for the amount over and above that.

If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting or cancelling and receiving a full refund of all monies paid or changing to another voyage.

There will be no change made to the price of your confirmed voyage/ travel arrangement within 30 days of your departure nor will refunds be paid during this period. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you.

5. Fitness to travel on the cruise ship, pregnancy, disability or reduced mobility, medical/mobility equipment

Our priority is the comfort and safety of our 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. We 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.

We 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 us 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 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 we 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, intellectual or psychosocial disability or impairment, or any other cause of disability, and whose situation needs appropriate attention and adaption to his particular needs for the service made available to all passengers.

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 us at the time of booking. If the passenger cannot be carried safely and in accordance with applicable safety requirements then we 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.

Where strictly necessary for the safety of the passenger we 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.

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.

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.

6. Cutting your voyage short

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your voyage and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you

any refund for that part of your holiday not completed, or be liable for any associated costs you may incur.

Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

7. Changes by you

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us as soon as possible. Whilst we will do our utmost to assist you, 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 per person, per change or £100 per person, per change if the request is made within 60 days of departure as well as any applicable rate changes or extra costs incurred by ourselves and any other charges imposed by the airline or any other of our suppliers.

Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. Please also note that a change of departure date within 60 days prior to departure will be treated as a cancellation by you.

8. If you cancel

You, or any member of your party, may cancel your travel arrangements at any time. If you or any other member of your party decides to cancel your confirmed booking, the first named person on the booking must notify us in writing. Your notice of cancellation will only 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):-

Cancellation charges

| Period before departure written notice is received by us | Cancellation charge per person as a % of the total holiday cost |
|--|---|
| 90 days or more | 10% |
| between 61 to 90 days | 50% |
| between 31 to 60 days | 75 % |
| between 16 to 30 days | 85% |
| 15 days or less | 100% |

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 or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

9. Changes and cancellation by us

9.1 - It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be *minor* and we will advise you of them at the earliest possible date.

We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of participants required for a particular travel arrangement is not reached, we may have to cancel it.

However, we will not cancel your travel arrangements less than 90 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

9.2 - Most alterations will be *minor* and while we will do our best to notify you of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Examples of "*minor changes*" include the following when made before departure:

Where a flight has been booked, any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type; a change of outward departure time or overall length of your holiday of twelve hours or less; a change of accommodation to another of the same standard or classification.

9.3 - Occasionally we may have to make a *major* change to your confirmed arrangements. "Examples of "*major changes*" include the following, when made before departure:

A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away; a change to your initial embarkation or disembarkation port to a different geographical area; a change of outward departure time or overall length of your arrangements of twelve or more hours; where a flight has been booked, a change of UK departure airport, as long as that change is not from one London airport to another London airport. London airports are Heathrow, Gatwick, Stansted, Luton and London City; a significant change to your itinerary affecting the majority of the destination.

- **9.4** If we have to make a *major change* or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:
- a) accepting the changed arrangements;
- b) having a refund of all monies paid; or
- c) accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

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. Very rarely, we may be forced by "force majeure" (see clause 11) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

10. Our responsibilites

10.1 - We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below.

Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation.

The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

- **10.2** We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-
- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- **10.3** 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 10.5 and 10.6 and not otherwise.
- 10.4 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 10.6 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.
- 10.5 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 un-amended 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 in any circumstances in which the carrier is liable 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.

10.6 - 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 us 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 passenger 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 us on request. In so far as we may be liable to you in respect of claims arising out of carriage by sea we shall be entitled to all 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.

Our 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 we may incur to you whether under our contract with you, 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.

We are 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 us 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.

- **10.7** 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 we may have for any such losses or damage will not exceed £500 per guest.
- **10.8** Notwithstanding anything to the contrary elsewhere in these Booking Conditions, we 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.
- 10.9 It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- **10.10** Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- **10.11** Please note we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) which relate to any business.

11. Force majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned control.

Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

12. 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.

If you have made independent travel arrangements you accept responsibility for joining the ship in good time, regardless of any change to the sailing time or date, or to the itinerary. We are not able to refund monies paid to us, or any third party acting on our or your behalf, or make compensation or other payments where, for whatever reason, you fail to join the ship.

Passengers going ashore are responsible for re-boarding the ship prior to departure from port. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on **0870 5210410** or visithttps://www.gov.uk/government/organisations/hm-passport-office.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit<u>www.fco.gov.uk</u>.

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.

13. Special requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility on board a voyage etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled.

The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

14. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. ship's officer), or our local representative immediately who will endeavour to put things right. If the issue is not resolved locally it is essential you notify our head office in writing, quoting the booking reference number and all other relevant information, at the earliest opportunity and no later than 28 days after your return, to enable any complaint to be investigated.

Please keep your letter concise and to the point. It will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedures set out in this clause may affect our and

the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

15. 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.

16. Conditions of suppliers

Some of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us.

Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

17. ABTA arbitration

We are a member of ABTA, membership number <u>Y2206</u>. 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 http://abta.com/go-travel/travel-clinic/arbitration-and-mediation.

The arbitration scheme is arranged by ABTA and administered independently. 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.

18. Financial protection

We are required to provide security for the monies that you pay for the arrangements booked from us 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 <u>ATOL number 10093</u>.

When you buy an ATOL protected holiday from us you will receive an ATOL certificate listing the services that are financially protected. We provide financial security for holidays not including flights by way of our membership of the Association of British Travel Agents (ABTA Number Y2206).

19. Flights

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.

20. Law & jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

Last revision date: 1 April 2014.