

## Terms and Conditions

### 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 Scenic. 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 (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", "cruise", "tour" or "arrangements" mean such tour arrangements unless otherwise stated. In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. "We", "us" and "our" means Scenic Tours (UK) Limited trading as Scenic.

We are a Member of ABTA. When you book with an ABTA Member you can expect high service standards, fair terms of trading and accurate information. ABTA's strict joining criteria for Members, code of conduct, customer helpline and approved ADR scheme to resolve complaints are all there to give you confidence and peace of mind when booking your travel arrangements.

For more information see [www.abta.com](http://www.abta.com).

### Bookings

1. If you or any member of your party has any medical condition, pregnancy, or disability which may affect your tour or has any special requirements as a result of any medical condition, pregnancy, 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. Elevators may not access all decks and cabins and bathrooms may have significant thresholds and cabin doors which limit access. In addition, some activities either on board the ship or onshore at all ports may be unsuitable for those with reduced mobility. You must also notify us of any changes or deterioration in the disability or medical condition or development of any disability, pregnancy, or medical condition after booking. We must reserve the right to decline a reservation of any person or, if full details are not given at the time of booking or the condition/disability develops after booking, cancel when we become aware of these details, if we reasonably feel unable to properly accommodate their particular needs. 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.

2. The operation of all tours is conditional on us securing the minimum number of bookings. Where sufficient numbers cannot be achieved, we may cancel or change a scheduled tour. Please also see clauses 13 to 16. We will notify you no less than 30 days prior to the departure date of the tour if we have to cancel or significantly change a tour due to lack of numbers.

3. 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, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you. 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

4. To make a booking, you are required to pay a deposit of 25% deposit for early bird offers and £1,250 or 10% (whichever is greater) for fully released products.

Particular accommodation, sightseeing, activities or flights may require an additional payment at the time of booking in order for us to arrange them for you. If this is the case you will be advised of the additional payment requirements at the time of booking.

### Early bird fares have limited availability.

5. The balance of the tour price must be received by us no less than 130 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.

6. 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 Card Payments

7. There is no charge for credit or debit card payment.

### Your contract

8. Subject to availability we will confirm your booking by issuing our confirmation invoice. This invoice will be sent to the first named person 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 7 days of our sending it out. 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.

9. A binding contract between you and us comes into existence when we issue our confirmation invoice. 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 under the ABTA Alternative Dispute Resolution Scheme ("ADR") (if the scheme is available for the claim in question and you wish to use it – see the clause 37) or 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 on-tour obligations?

10. (a) You must follow the Tour Director's instructions at all times. You acknowledge that failure to do so may result in your withdrawal from the tour. (b) We expect all clients to have

consideration for other people. If in our reasonable opinion, or in the reasonable opinion of any other person in authority, you behave in such a way so as to cause or be likely to cause danger, upset or distress to yourself or any third party or damage to property we are entitled, without prior notice, to terminate the tour of the person(s) concerned. 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.

### Tour price

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

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to make changes to and correct errors in advertised prices and information at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

12. 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 14. 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.

### Variation or cancellation by us

13. 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. 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 therefore not always possible for our vessels to sail or call at all ports as planned or foresee when this may occur. 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.

14. 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 or vice versa, changes to berthing or dock location, changes to sailing times, and the substitution and/or removal of ports of call, or the replacement of sailing with the use of motor coaches. 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. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper 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. A change of flight time of less than 12 hours, airline (except as specified in clauses 42 to 44 "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

15. 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 14 pay you compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the options set out in clause 14 can be accepted where (a) 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 (b) we have to cancel because the minimum number of bookings necessary for us to operate your tour has not been reached – see clause 2. No compensation will be payable and the options set out in clause 14 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) or where a change is a minor one.

16. Very rarely, we may be forced by Force Majeure (see clause 28) to change or terminate your tour after departure but before the scheduled end of your time away. This is extremely unlikely but 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

17. If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than 90 days before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50 per person must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

18. 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.

19. 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 person(s) cancelling 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
130 days and over	Loss of Deposits
120 to 91 days	50% of tour price
90 days or less	100% of tour price

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.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

#### Our liability

20. 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).

21. 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 at clause 28 below.

22. 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.

23. 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 20. 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.

24. 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. 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 £1,000 per person affected unless a different limitation applies to your claim under this clause or clause 25 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 25 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.

25. 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 where applicable) 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.

26. Please note, we cannot accept any liability for any damage, loss, 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 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.

#### Suppliers

27. Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see clause 25). Copies

of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

#### Force Majeure

28. 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, exceptionally high or low water levels, lock closures, fire, flooding, 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

29. 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.

30. 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 and emergency repatriation in the event of accident or illness. You should do so prior to booking.

31. 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

32. 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.

33. The Foreign and Commonwealth Office may have issued information about your tour destination. You are advised to check this information on the internet at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice).

#### Smoking

34. Smoking is limited to designated smoking areas on Scenic Eclipse (and any other vessels), and is not permitted in suites or on verandahs and terraces.

(a) You acknowledge that We may restrict smoking to specific times and locations during Your Cruise for the comfort of all passengers. (b) Smoking is not permitted on coaches/transfer vehicles, discovery vessels, or such other places as nominated by Us from time to time.

#### Baggage allowance

35. You are entitled to carry one suitcase per person with the total sum of its length, width and height not exceeding 76 x 53 x 28cm/30 x 21 x 11in (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

36. Travellers who are less than 18 years old on the departure date must be accompanied by and share a cabin/room with an adult aged 18 or over. Children under the age of 12 years are not encouraged and are accepted or rejected at Our sole discretion.

#### Complaints, ADR, and Damage

37. 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. Any verbal notification must be put in writing and given to our representative/agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and any complaint

or problem is not resolved to your satisfaction by the supplier, you must contact us in the UK using the contact details we have provided you with during your holiday, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. 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.

Only the lead name should write to us. Disputes arising out of, or in connection with your booking which cannot be amicably settled may be referred to ABTA's ADR Scheme. The scheme provides for a simple and inexpensive method of resolving disputes and, where appropriate, arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). The arbitration scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this. Where we act as agent, please bear in mind that your contract is with the supplier of the arrangements concerned. Unless the supplier is also a member of ABTA, only disputes relating to our actions as agent can be dealt with by the arbitration scheme or mediation procedure and not complaints about the arrangements themselves or the acts/omissions of the supplier.

38. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

#### Included in your fare

39. All airfares/rail travel from the UK (unless specified at the time of booking, e.g. selected special offers), coach travel, all cruise travel, services of a Cruise 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 cruises except as set out below.

#### NOT included in your fare

40. Gratuities and tips to any staff on cruise ships not operated by us (unless otherwise expressly advised), meals not specified in the itinerary, drinks, spa, hairdressers, 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.

Discovery Experiences can only be booked whilst on-board including Zodiac, kayak, helicopter and submarine are at additional costs.

Changes to flight schedules may require additional overnight accommodation at either commencement or completion of tour which is at your own expense. For the avoidance of doubt hotel accommodation is not provided on an all-inclusive basis.

#### Airfare conditions

41. 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 us. Changes to original tickets may incur amendment or cancellation fees and are subject to availability. Please see clauses 17 and 18 above.

#### Flights

42. 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/modes/air/safety/air-ban\\_en](http://ec.europa.eu/transport/modes/air/safety/air-ban_en). 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. 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 clauses 14 to 16 will apply. Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

43. If you suffer a delay to your outbound travel arrangements, we will do our best to assist 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 21 (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time).

44. 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](mailto:passengercomplaints@caa.co.uk) or see [www.caa.co.uk](http://www.caa.co.uk) – Referring Your Complaint to the CAA.

#### Transfers

45. These are only available on the day your tour commences and the day your tour terminates at designated times. Transfers outside these times will be at your expense and arrangement. If you have purchased pre and post tour hotel accommodation through us, you will be provided with airport transfers to/from your hotel to the relevant gateway airport. If your airline booking is not made by us, you must ensure your flight details are provided

to us (this can be entered by Tour Personaliser at [www.scenic.co.uk](http://www.scenic.co.uk).) Please note: No refund will be given for unused transfers. Transfers cannot be routed to other pick-up points or destinations. Passengers who miss the pre-booked transfer will be responsible for making their own way to/from the ship/rail station or hotel at their own expense. Transfers must be booked and flights advised to us a minimum of 60 days prior to travel otherwise transfers cannot be guaranteed.

Waiting times - for transfers on disembarkation from the vessel may lead to an extended wait at the airport.

#### Passports and visas

46. British (citizen) 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.

47. 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.

48. 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 <http://travelhealthpro.org.uk/>. Information on health abroad is also available on [www.nhs.uk/Livewell/Travelhealth](http://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](http://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.

49. It is the lead name'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, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

#### Financial security

50. 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 the 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. Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme \*The air inclusive holidays and flights 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](http://www.atol.org.uk).

51. We are a member of ABTA with membership number Y6328. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain high standards of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the dispute resolution scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ. Tel: 020 3117 0500 or [www.abta.com](http://www.abta.com).

If your holiday does not include flights, ABTA will financially protect your holiday by ensuring you receive a refund or, if your arrangements include return travel to the UK (other than flights) you are returned to the UK in the event that your holiday cannot be provided as a result of our insolvency. Please go to [www.abta.com](http://www.abta.com) for a copy of the guide to ABTA's scheme of Financial Protection.

#### Currency and credit cards

52. Currency and Credit Cards: All purchases on board are charged to Your shipboard account. The on board currency on ocean cruise ships is the US Dollar. Shipboard accounts may be paid by US Dollar or credit card.

#### Deck plan

53. The deck plans and cabin layouts/sizes are to be used as an indication only and are subject to change.

#### Noise, vibration and odour

54. 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

55. During port stops, ships may dock side-by-side, obstructing views.

#### Cruise Director

56. 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.

#### All-inclusive beverages

57. (a) All standard beverages are included in the Cruise Price whilst You are on board Scenic Eclipse. This includes beer, wine, soft drinks and standard spirits. It also includes daily replenishment of the suite minibars. (b) Selected items such as high end spirits, including malt whiskey, French champagne and selected wines are not included and will be an additional charge. (c) Responsible service of Alcohol is adhered to by all staff on board. We reserve the absolute right to refuse service.

#### Electricity and WiFi

58. Some of our vessel have WiFi internet access on-board. Even when available access to the internet may be limited or none existent during the course of your cruise due to the demands from other users and/or the ships proximity to telecommunication services and network access. We also cannot guarantee that you will have any WiFi coverage in your room. Charges will apply to third party suppliers.

#### 59. Sightseeing, Excursions and Special Activities on your cruise

(a) Sightseeing: Sightseeing in many historic towns and cities can only be undertaken by walking cruises as motorcoach access is not possible. Consequently, a reasonable level of fitness is required as the sightseeing tour may involve steps and extensive walking over uneven surfaces. (b) Mountain Excursions: Some shore excursions include mountain excursions involving high altitudes. Please consult with Your doctor to ensure that You have an adequate level of fitness and are in good health before participating in these excursions. (c) Discovery Experiences: a reasonable level of mobility is required to partake in most discovery experiences. Discovery experiences including but not limited to Zodiac, kayak, helicopter, e-bikes and submarine are subject to regulatory approval and prevailing weather and ice conditions. Discovery experiences can be booked whilst on Cruise with Your Cruise Director or Discovery Leader (unless otherwise stated) and are subject to availability, seasonal and operational factors. Some activities require a minimum and maximum number of participants to operate.

#### Pictures, images and data protection

60. Unless otherwise stated we make no representations about the facilities, quality or dimensions of any accommodation or cruise vessel. All images are for illustrative purposes only and may differ from the actual product or experience available to you, some pictures may also have been digitally enhanced for reproduction purposes.

61. For the purposes of the Data Protection Act 1998 we are a data controller. Our privacy policy is available to view on our website [www.scenic.co.uk](http://www.scenic.co.uk) and sets out how we collect and use the personal information you provide us with. We will only process personal data as set out in our privacy policy (as amended or added to) or otherwise notified to or agreed by you or as we are otherwise permitted to do in accordance with the Data Protection Act 1998.

FULL TERMS AND CONDITIONS can be found online at [www.scenic.co.uk/terms-and-conditions](http://www.scenic.co.uk/terms-and-conditions) (subject to change).

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