

Travelworld International (M/cr) Ltd. trading as Cruise Club UK. Atol: 5673

International House, 1 Church Lane, Prestwich, Manchester M25 1AN

BOOKING CONDITIONS

YOUR CONTRACT IS WITH Cruise Club UK, a Member of ABTA and ATOL.

1. **YOUR HOLIDAY CONTRACT:** When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon a deposit is paid and a confirmation invoice /statement is issued. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. These terms and conditions may be viewed at any time on our website: www.cruiseclubuk.com or maybe posted/faxed or emailed at client request.

2. **YOUR FINANCIAL PROTECTION:** The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked and for your repatriation in the event of our insolvency. We provide this security by way of [an ATOL (number 5673) administered by the Civil Aviation Authority. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk

ABTA: We are a Member of ABTA, membership number 59095. 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 on ABTA's website www.abta.com. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences.

This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

3. YOUR HOLIDAY PRICE:

(a) We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

(b) When you make your booking you must pay a deposit which will be confirmed at the time of booking. The deposit amount will vary, depending on various elements such as; airline reservation that require full payment at time of booking and the payment of deposits to various suppliers to secure all elements of a booking.

The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall reserve the right to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. The price of your travel arrangements was calculated using exchange rates quoted in the Financial Times Guide to World Currencies on the date the package was brochured or advertised in relation to all currencies required to complete the package elements.

(c) The price of your travel arrangements is confirmed at the time of booking and is not normally subject to any surcharges. However changes in transportation costs such as; airline fuel surcharges which can prove substantial on long haul routes, we reserve the right to pass these increases on to our clients. These increases will be notified prior to balances becoming due.

4. **IF YOU CHANGE YOUR BOOKING:** If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £75 per person, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. fixed price non refundable air tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

5. **IF YOU CANCEL YOUR HOLIDAY:** You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 7. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6. **IF WE CHANGE OR CANCEL YOUR HOLIDAY:** 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 clients 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 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept 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).

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type/airline, change of accommodation to another of the same standard.

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, 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), or cancelling your booked holiday and receiving a full refund of all monies paid. If changes are made to your reservation due to forced majeur we will not be liable for any extra costs incurred.

7. IF YOU CANCEL YOUR HOLIDAY see below for cancellation charges:

Period before departure date within which notice of cancellation or major changes received:

Outside 8 weeks:	Loss of deposit
6 to 8 weeks:	45%
4 to 6 weeks:	60%
2 to 4 weeks:	75%
less than 2 weeks:	100%

Force Majeure. This means that we will not pay you compensation or be liable for additional travel costs, if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

7.1. IF YOU HAVE A COMPLAINT: If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Cruise Club UK, International House, 1 Church Lane, Prestwich, Manchester M25 1AN giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

8. OUR LIABILITY TO YOU: If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices [insert address and telephone]. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines.

However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

9. PROMPT ASSISTANCE IN RESORT: If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

10. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS: Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

11. EXCURSIONS: Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

12. HOLIDAY INSURANCE: As a principle travel supplier you will be required to take out adequate travel insurance as a condition of booking with us. We always strongly advise that you take out a policy of insurance in order to cover You and Your party against the cost of cancellation by You; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by You (eg. pre-existing medical conditions). Failure to disclose relevant information will affect Your insurance. You are strongly advised to purchase comprehensive travel insurance at or before the time of booking. We offer a competitively priced scheme that is designed with the cruise holidaymaker in mind and details are available at the time of booking.

Many insurance companies only cover Travel delay at the point of departure it is your responsibility to have adequate cover for Travel delay at any point of change whilst in transit i.e.. Change of Aircraft or service whilst transiting to your embarkation point. Any resulting costs is the responsibility of you the client or in turn your insurance company. Your Travel provider is not responsible in such circumstance

This terms and conditions/brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.



www.cruiseclubuk.com