

## BOOKING CONDITIONS

### Key points:

- You enter into a booking with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit, but can go up to 100%.
- You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances.
- We are responsible to you for providing your holiday but there are legal limits.
- We are a Member of ABTA and we provide protection for your money. For flight-based holidays this is through our Air Travel Organiser's Licence. For holidays which don't include a flight, protection is provided by way of a bond held by ABTA.
- You must ensure that you are aware of, and adequately fit for, the nature and demands of the holiday activities and arrangements.
- You must be adequately insured to join and participate in our holidays.

**NB read the full terms below for more information and for other important rights and obligations.**

### 1 Holiday Contract

Your package holiday booking is with RWH Travel Ltd. When you make a booking you enter into a contract with RWH Travel Ltd trading as Ramblers Cruise & Walk Holidays. Our registered office is Lemsford Mill, Lemsford Village, Welwyn Garden City, Hertfordshire, AL8 7TR, United Kingdom. Our telephone number is +44 (0)1707 386767 and our email address is [info@ramblersholidays.co.uk](mailto:info@ramblersholidays.co.uk). 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 and to supply personal details for you and your party. A contract will exist as soon as we issue our confirmation invoice. To avoid possible confusion any variation of this agreement should be confirmed in writing either by you or by us. Fred. Olsen Cruise Lines Passenger Terms and Conditions are incorporated into this contract. Copies of these terms are available on our website or on request. This contract is made on the terms of these booking conditions, which are governed by English law, and the jurisdiction of the English Courts. You may choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

### 2 Financial Protection

We provide full financial protection for our package holidays. For flight-based holidays this is through our Air Travel Organiser's License number 0990. 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, were we aren't 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 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. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA.

### 3 Holiday Price

All holiday bookings made more than fourteen weeks before the intended departure must be accompanied by the appropriate **deposit**. In these cases the **balance** of the holiday charge is payable not later than fourteen weeks before the intended date of departure. All payments must be made in Sterling unless by prior arrangement with us. We shall be entitled to treat any failure to pay such balance by the due date as a cancellation of the booking by you and we will notify you if we intend to do so and in such circumstances your deposit and any insurance premium will be forfeited.

Where bookings are fourteen weeks or less before the intended date of departure the whole of the holiday charge is payable at the time of booking. In some cases a late booking fee may be charged to cover excess communication costs. If you book through a travel agent all monies paid to the agent for your holiday with us are at all times held by the agent on behalf of RWH Travel Ltd. 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.

Changes in transport costs, dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports and exchange rates mean that the price of your holiday may change after you have booked. However there will be no change within 20 days of your departure.

However we will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and any amendment charges) before implementing such an increase, therefore only amounts in excess of this 2% will be surcharged. If the additional charges result in your holiday price increasing by more than 8% you will have the choice of accepting the new price, accepting the offer of an alternative holiday from us if available or cancelling your booked holiday and receiving a full refund of all monies paid. Should you decide to cancel because of this you must exercise your right to do so within 14 days from the issue date printed on the final invoice. Should the price of your holiday go down due to the changes mentioned above then any refund due will be paid to you. However, please note that holidays are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

### 4 Fitness

Participants in our holidays are accepted on condition that they are physically and mentally fit, and able to cope reasonably with the demands of the holiday without assistance from our tour leader or other party member.

Bookings can only be accepted from persons under eighteen years of age when accompanied by an adult who will be responsible for them. You must comply with a non-smoking policy whilst travelling, at the dinner table, during group meetings and if sharing a room with an independent traveller.

We reserve the right to refuse any booking for a graded walking or trekking holiday where we are not satisfied that the applicant's fitness and experience are appropriate to the holiday selected.

### 5 If You Make Changes

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.

You will have to pay a minimum per person administration charge of £50 and any further cost we incur in making this alteration. This charge is not refundable if you cancel your holiday subsequently. You should be aware that the costs can increase the closer to the departure date that changes are made and you should contact us as soon as possible.

**Note:** Certain travel arrangements cannot be changed after a reservation has been made and any alteration request will incur 100% cancellation charges.

Also if you, or any member of your party, are prevented from proceeding with the holiday you may request to transfer your booking, having first given us notice of your intentions at least 7 days before departure, to a person who satisfies all the conditions applicable to the holiday. The transferor and transferee shall be jointly responsible for payment of the balance due and for any additional costs arising from such transfer.

#### **6 If You Cancel Your Holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from you 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 Table 1 below. Any refunds due will be made within 14 days of your cancellation.

Where a cabin is sold on a twin occupancy basis, if either one or both passengers cancel the holiday arrangement the holiday contract will be cancelled and both passengers will be subject to cancellation charges. Should one passenger still wish to continue with their holiday, then subject to availability, this will involve a new booking and contract at the appropriate cost. It may be possible for the travelling passenger to remain in the original cabin booked but any applicable sole occupancy charges will be levied. Alternatively, should the party member cancelling wish to transfer the booking to another person this may be permissible, up to 35 days before departure, subject to any costs incurred relating to a change of passenger name.

**Note:** If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

#### **7 If We Change or Cancel Your Holiday**

Occasionally we may have to make changes to your holiday arrangements and we reserve the right to do so at any time as a result of events, changes in circumstances or other factors that have occurred or arisen since the holiday was planned. Alteration may include omitting, substituting or adding ports of call or otherwise changing the itinerary (including routing of cruise ship and port of embarkation and disembarkation), schedule, cruise ship or other arrangements that form part of the holiday.

Any cabin, room or seat booked or notified under a contract may be changed to another of equivalent or higher standard at the sole discretion of Fred. Olsen Cruise Lines, Ramblers Cruise & Walk Holidays or any other party acting as carrier.

Alteration of the holiday may be made of necessity or because it appears to Fred. Olsen Cruise Lines or Ramblers Cruise & Walk Holidays desirable for the safety, comfort or enjoyment of passengers or the operational efficiency of the holiday. Where possible and appropriate we will try to ensure that any changes are as limited as practical. Such alteration will not amount to material alteration of the holiday contract. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your holiday arrangements. For example, if the minimum number of clients required for an individual holiday is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than fourteen weeks before your departure date except for reasons of force majeure, the cancellation of the cruise by Fred. Olsen Cruise Lines, a refusal by Fred. Olsen Cruise Lines to accept you as a passenger or failure by you to pay the final balance.

Any cabin, room or seat booked may be changed to another of equivalent or higher standard at the discretion of Ramblers Cruise & Walk Holidays or Fred. Olsen Cruise Lines.

If we make a major change to or are forced to cancel your holiday, we will inform you or your travel agent 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 within 14 days. Should you not respond to our notification of a major change to your holiday arrangements we reserve the right to cancel your booking and provide you with a refund of monies paid. In all cases, except where the major change or cancellation arises due to reasons of force majeure, we will pay compensation as detailed in Table 1.

Where after departure it becomes impossible to provide any part of the holiday, we will make suitable alternative arrangements at no extra cost to you. If this is not possible equivalent transport will be provided back to the place of departure or on to the final destination and where the cruise holiday is curtailed, then for each whole day

lost you will be reimbursed an amount equivalent to the daily cost of the cruise part of the holiday.

In the event of cancellation, alteration or delay (including prolongation of the holiday) we will not be responsible for individual circumstances or arrangements, or losses arising from individual circumstances or arrangements.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on our website at: [www.ramblersholidays.co.uk/Flights#Airlines\\_Used](http://www.ramblersholidays.co.uk/Flights#Airlines_Used). 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, change of accommodation to another of the same standard.

Force Majeure: We will not pay you compensation 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 or threat of war, riot, civil strife, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, epidemic or adverse weather conditions or unavoidable technical problems with transport.

#### **8 Liability**

If the contract we have with you is not performed or is performed with a lack of conformity by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your holiday. 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 services included in the package travel contract and where the failure is unforeseeable or unavoidable; or due to unavoidable and extraordinary circumstances. We cannot accept any liability for any loss or expense you suffer or incur (including loss of earnings) which on the basis of information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur.

In the event that we have liability for any loss or damage to property otherwise than in accordance with applicable international conventions, then our liability shall not at any time exceed £250 per passenger. RWH Travel Ltd and Fred. Olsen Cruise Lines shall not be liable for loss of or to any money, jewellery, valuables or medication.

In the event of a delay to your return flight due to circumstances beyond our control we will bear the cost of necessary accommodation for a period not exceeding 3 days of additional days which you must stay in your destination.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two 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 Fred. Olsen Cruise Lines (available at [www.fredolsencruises.com](http://www.fredolsencruises.com)) and the companies that provide the transport 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 office Lemsford Mill, Lemsford Village, Welwyn Garden City, Hertfordshire AL8 7TR.

#### **9 Complaints**

We aim to provide you with the best possible holiday but, if a problem should arise, please inform the relevant suppliers (e.g. Fred. Olsen Cruise Lines or hoteliers) and our leader immediately who will endeavour to put things right. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify the complaint whilst you were on the holiday and this may affect your rights under this contract.

If your complaint is not resolved locally, please follow this up without undue delay and ideally within 28 days of your return home by writing to our Customer Service Department at our registered office 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. Your claim will still be accepted later than 28 days but this impedes our success in its investigation.

Unless a longer period is provided for by force of law, any claim shall be time barred if proceedings are not brought within 2 years of the end of the holiday.

No claims or complaints will be considered unless all on board debts due to Fred. Olsen Cruise Lines or Ramblers Cruise & Walk Holidays have been settled in full.

#### **10 ABTA**

We are a Member of ABTA, membership number V5094. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standard Institute.

If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

#### **11 Excursions**

Excursions or other tours that you may choose to book or pay for whilst 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 Prompt assistance**

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.

#### **13 Insurance**

You must have adequate holiday insurance to undertake the holiday. We are unable to arrange our insurance cover for you after your holiday has started. No refunds will be made should you be excluded from the walking programme through being uninsured or you being unable to demonstrate you are insured.

#### **14 Leaders**

The success of each holiday depends to a great extent on the members of the party's abilities to participate physically and cooperate with other party members and the Leader. The Leader has full authority to exclude any member, either from part of the daily programme or, in extreme cases, from the entire tour if he or she is, in the reasonable opinion of the tour leader, either physically unable to participate, behaves in a way which is detrimental to the interests or safety of the party as a whole, is inadequately equipped or does not have travel insurance. Refunds may be made in appropriate cases at our discretion.

#### **15 Conduct, safety and security**

When you book your holiday with us, you accept responsibility for the proper conduct of all members of your party during your holiday. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation supplier concerned for the cost of the damage

before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (including legal costs) made against us by the accommodation supplier or any third party as a result. If it appears during your Holiday that you are or are becoming for any reason unfit to travel or likely to endanger or prejudice the health or safety or comfort of yourself or anyone else then a duly authorised representative of Ramblers Cruise & Walk Holidays or Fred. Olsen Cruise Lines may transfer you from one cabin or seat to another, restrain, confine or otherwise deal with you as may be considered necessary or refuse to embark or disembark you at any port or place. In such circumstances, you shall not be entitled to any refund, compensation or contribution to or reimbursement of travel costs or expenses of any kind and shall be liable to pay any fines, losses, compensation or other amount due to any third party. In no circumstances shall Ramblers Cruise & Walk Holidays or Fred. Olsen Cruise Lines have any liability for prevention of boarding of any form of transport due to a decision made by any party other than Ramblers Cruise & Walk Holidays or Fred. Olsen Cruise Lines.

Fred. Olsen Cruise Lines has the right to make, enforce and change (without prior notice) rules and policies for the conduct of passengers on board relating to matters including, but not limited to, dress, behaviour, alcohol and food. No animals, dangerous articles, or controlled or prohibited substances may be brought on the holiday. For your safety and security, or that of other passengers, it may be necessary for servants or agents of Fred. Olsen Cruise Lines to search passengers, their cabins or their luggage. You will allow this to take place when authorised by the Captain or a security or other officer of the ship and agree to follow any instructions or orders in this regard.

You will be responsible for any loss or damage caused by you during the Holiday to any property or person or other third party or Fred. Olsen Cruise Lines, no matter how that loss or damage is caused. If you cause such loss or damage then Ramblers Cruise & Walk Holidays or Fred. Olsen Cruise Lines may require you immediately or at any time to pay to Fred. Olsen Cruise Lines an amount sufficient to cover, or on account of, any loss or damage so caused.

All material facts have been disclosed to RWH Travel Ltd as if RWH Travel Ltd was an insurer. A material fact is a fact likely to influence the insurers in the acceptance or assessment for insurance, for example the state of your health or that of a close relative. Where there is doubt as to whether a fact is 'material' you should disclose it to us.

#### **16 Images**

Should any identifiable image of you be displayed in our websites or brochures, we will on request remove the image from our website without delay and delete the image from our records to prevent any future use. Please see our Privacy Notice, displayed on our website for further advice.

#### **17 Accuracy**

All the facts in this brochure about cruise ships and ports are checked and re checked for accuracy by our staff. However it is still possible that some facilities may become temporarily or permanently unavailable (e.g. a pool is empty for cleaning). Such events are regrettably beyond our control. However, when we are notified of these or other significant changes, we will inform you at the time of booking or, if you have already booked your holiday, you will be contacted as soon as reasonably possible if there is time before your departure. If such events constitute a major change to your holiday then clause 7 of these booking conditions will apply.

Changes may be made to the particulars contained in this brochure at any time before a contract between you and RWH Travel Ltd is concluded. In such circumstances we will advise you of any such changes before accepting your booking and completing the contract. Prices shown in this brochure are based on all known costs at the time of publication and may be subject to change at any time prior to the issue of our confirmation of your booking.

This brochure is issued on the sole responsibility of the tour operator. It is not issued on behalf of and does not commit the airlines mentioned or any airline whose services are used in the course of the holiday.

These terms & conditions, published **16 July 2018**, supersede all previous versions.

**TABLE 1: COMPENSATION (per passenger)**

<b>Period before departure within which cancellation or major change is received</b>	<b>IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY (minimum)</b>	<b>IF WE CANCEL YOUR HOLIDAY (minimum)</b>	<b>IF YOU CANCEL YOUR HOLIDAY WE CHARGE</b>
More than 98 days	£nil	Full refund	Deposit only
Between 98 and 57 days	£10	Full refund + £10	45% of holiday cost
Between 56 and 42 days	£10	Full refund + £10	55% of holiday cost
Between 41 and 16 days	£20	Full refund + £20	65% of holiday cost
Between 15 and 8 days	£20	Full refund + £20	75% of holiday cost
Within 7 days or after departure date	£20	Full refund + £20	100% of holiday cost