

## **Booking Conditions**

### **Your Contract is with Luxurycruise.co**

#### **1.YOUR HOLIDAY CONTRACT**

Your Contract is with Luxurycruise.co. The following booking terms and conditions form the basis of your contract with Luxurycruise.co ("Contract"), whose registered office is PO Box 449, Newcastle Upon Tyne NE3 9DG. When you make a booking the Contract is made between you and Newcastle Cruise Club and extends to any person travelling or intending to travel on a tour operated by [www.luxurycruise.co.uk](http://www.luxurycruise.co.uk) on the terms of these booking conditions and it includes all matters arising from it and is subject to English law and the exclusive jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland and Northern Ireland if you wish to do so. No variation of these terms will be valid unless confirmed in writing by us. A Contract will exist as soon as we issue our Confirmation Invoice to you. By making a booking, you (as the lead passenger) confirms that all persons named in the booking (and their personal representatives) have agreed to be bound by these conditions and the terms of its suppliers, as detailed in this Contract.

#### **2.YOUR FINANCIAL PROTECTION**

2.1 We provide full financial protection for our package holidays. When you buy an ATOL protected air holiday package from [www.luxurycruise.co.uk](http://www.luxurycruise.co.uk) you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. Luxurycruise.co complies with the bonding requirements of the Civil Aviation Authority ("CAA") under its ATOL licence, which provides full financial protection for flight-inclusive package holidays that it sells. 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](http://www.atol.org.uk)

2.2 When you buy a package holiday that does not include a flight, protection of your monies paid is provided by way of payment of monies received from you into a trust account administered by the Trustees of the Travel Trust Account. This gives you reassurance that when booking with [www.luxurycruise.co.uk](http://www.luxurycruise.co.uk) that the monies you pay to Luxurycruise.co will be secure in the unlikely event of our insolvency.

2.3 We will provide you with the services you have bought (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder (where a flight-inclusive package is sold to you), or an alternative provider where you have purchased a package holiday that doesn't include a flight, 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 (or alternative provider) 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 or provider. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or provider, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable), or through our bond held for non-flight inclusive packages.

2.4 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 nonprovision 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.

2.5 The price of our air holiday packages includes the amount payable per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in the prices for your air package holiday confirmed to you at your time of booking and will be shown separately on your confirmation invoice.

#### **3.YOUR HOLIDAY PRICE POLICY**

3.1 You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. When you make your booking you must pay a minimum deposit per person which is confirmed at time of booking (excluding infants under two years of age at the date of return). Should your booking include budget or scheduled flights/ low cost airlines, cruises or other special arrangements the deposit required may vary up to the full ticket price. You will be advised of the required amount of the deposit at the time of booking. The balance of the price of your travel arrangements must be paid at least 14 weeks before your departure date. Balance due dates may vary where scheduled flights are included and where ticketing deadlines are unexpectedly brought forward this may result in a request for earlier payment. If the deposit and/or balance are not paid on time, we reserve the right to cancel your travel arrangements and retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times. The price of your holiday may change after you have booked due to changes in transportation costs including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates. However there will be no change within 30 days of your departure.

3.2 We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one, or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

3.3 We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

if holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be please note that travel arrangements are not always purchased in local currency and some apparent changes have no your travel due to contractual and other protection in place.

nges)

on invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen date or ll do our utmost to make these changes but it may not always be possible.

as to be made must be made in writing from the person who made the booking to your travel agent. You will be asked to charge of £15 and any additional cost we incur in making this alteration. You should be aware that these costs could be departure date that changes are made and you should contact us as soon as possible.

angements (e.g. Apex Tickets/Low Cost Flights) may not be changeable after a reservation has been made and any d incur a cancellation charge of up to 100% of that part of the arrangements.

#### **OUR BOOKING (excluding name changes)**

ation Invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen date or ll do our utmost to make these changes but it may not always be possible.

anges to be made must be made in writing from the person who made the booking to your travel agent.

o pay an administration charge of £15 and any additional cost we incur in making this alteration. You should be aware that ase the closer to the departure date that changes are made and you should contact us as soon as possible.

ments (e.g. Apex Tickets/Low Cost Flights) may not be changeable after a reservation has been made and any alteration ancillation charge of up to 100% of that part of the arrangements.

#### **BEFORE TRAVEL**

including budget or scheduled flights if we receive notification of a name change within 8 weeks of departure uly a £50 per name change. Any changes outside of 8 weeks Luxurycruise.co will apply a charge of £30 per name change. l charges from the supplier and these will be confirmed at the time of change and all additional costs will be passed to you

ing scheduled flights, please note that some scheduled airlines do not permit name changes for any reason. Such charges : full costs of the flight and may be subject to space being available for a new reservation.

#### **R BOOKING**

er of your party, may cancel your travel arrangements at any time. Written notification from the person who made the red at our offices.

ts in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum w:

<b>Period before departure within which written cancellation is received by Luxurycruise.co</b>	<b>Amount of cancellation charges shown as a percentage of the booking price *</b>
More than 98 days	Deposit
57-97 days	30% or deposit if greater
29-56 days	50%
28 days or less	100%

ancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges. The full etained in the event of cancellation.

: Budget/Low Cost or Schedule Flights and/or cruise may incur different cancellation charges. Please enquire at the time of aking the decision to cancel.

#### **! CANCEL YOUR BOOKING**

3 will have to make any changes to your travel arrangements, as we do plan the arrangements many months in advance. o make changes and we reserve the right to do so at any time. Most of these changes are minor and we will advise you of ssible date.

e right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required rangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 14 arture date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the nents, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable ailable (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel pay to you compensation as set out in the table below.

EU Directive - (EC) No. 2111/2005, article 9, we are required to bring your attention the existence of a 'community list',

of air carriers that are subject to an operating ban within the EU Community. The community list is available for inspection [transport/air-ban/list\\_en.htm](http://transport/air-ban/list_en.htm). In accordance with EU regulations 2111/2005, we are required to advise you of the actual flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used and details of these will be given at the time of booking. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible at check-in or at the boarding gate. Such change is deemed a minor change. Other examples of minor changes include forward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same

change occurs, we will inform you as soon as reasonably possible, if there is time before departure. You will have the choice of a range of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (at no extra difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. If the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

<b>Period before departure within which a major change or cancellation is notified to you or your travel agent.</b>	<b>Credit/compensation per full fare paying passengers (excluding infants)*</b>
More than 98 days	Nil
43-98 days	£10
29-42 days	£20
8-28 days	£30
0-7 days	£40

\* This offer does not exclude you from claiming more if you are entitled to do so.

Events that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of circumstances beyond our control. These can include (but are not limited to), for example, war, threat of war, riot, strike, industrial dispute, terrorist activity and its consequences, acts of god, natural or nuclear disaster, fire, adverse weather conditions, technical or maintenance problems with transport providers, closure of airports or any unforeseeable or unavoidable event.

#### **COMPLAINT**

During your holiday it is of the utmost importance that you immediately bring it to the attention of the relevant person (for representative, hotel manager or transport agent) who will do their best to put things right. If your complaint is not resolved contact us on 0191 2171965 to advise us of the problem so that we may endeavour to resolve it. However, should a problem complaint should be made in writing within 28 days of your return home to: Customer Relations, Luxurycruise.co.uk, PO Box 9, Tynemouth, Tyne NE3 9DG giving your booking reference and all other relevant information. Please keep your letter concise and to the point to quickly identify your concerns and speed up our response to you.

We would like you to communicate any complaint to the supplier of the services in question as well as any resort representative to 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 your complaint whilst you were in resort and this may affect your rights under this contract.

#### **YOU**

If any service which we have with you is not performed or is improperly performed by us or our suppliers we will pay you an appropriate amount of compensation if the enjoyment of your travel arrangements is affected. However, we will not be liable where any failure in the performance of: (i) you; or (ii) a third party unconnected with the provision of the travel arrangements, and where the failure is outside our control, the consequences of which could not have been avoided even if all due care had been taken by us or our suppliers, even with all due care, could not be foreseen or forestalled.

Our liability in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements.

Our liability is limited in accordance with and/or in an identical manner to: a) The contractual terms of the companies that provides the travel arrangements. These terms are incorporated into this Contract; and

b) Any international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea and the Paris Convention in respect of the provision of accommodation, which limitation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be bound by any limitation of compensation contained in these or any conventions.

Our liability and International conventions –Luxurycruise.co.uk accepts responsibility for ensuring that all elements of your holiday are as good as new and are of a reasonable standard. Local laws and regulations of the relevant country will be relevant in assessing services included in your holiday. In the event of a complaint by a guest, this Contract will be regarded as having been satisfied if the laws and regulations relating to those services have been satisfied, even if the laws of England and Wales have not been met. If a person included in your booking suffers injury, death or loss of or damage to property as a result of the non performance of any service which www.luxurycruise.co.uk is contractually obliged to provide, thenLuxurycruise.co.uk's liability, if any, shall be governed by the international conventions which govern such services. This limitation applies whether or not any convention has been signed or ratified by the UK; or as any particular convention may be applicable by the operation of applicable conventions are the Athens Convention adopted at Athens on 13th day of December 1974 and the Protocol thereto of 1976 ( herein after referred to as the 'Athens Convention') or where applicable from 1st January 2013 EU Regulation in respect of carriage of passengers and their luggage by sea and the Warsaw Convention 1929 (whether as amended by the Hague Montreal Protocol 1999 or otherwise) and the Montreal Convention 1999 relating to the international carriage of passengers by air. The Montreal Convention may be found at: <http://www.legislation.gov.uk/ukxi/2002/263/contents/made>.

Our liability is limited in accordance with and/or in an identical manner to: a) The contractual terms of the companies' contractual terms, or the international conventions, from our offices: Luxurycruise.co.uk, PO Box 9, Tynemouth, Tyne, NE3 9DG

b) In cases where 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 is the responsibility of the airline and 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 these terms and conditions. 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](http://www.auc.org.uk).

## **10. 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.

## **11. PASSPORT, VISA, IMMIGRATION AND VACCINATION REQUIREMENTS**

A full British passport (valid for at least 6 months beyond the end of your holiday) is required for travel 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 or if you are not in possession of the relevant vaccination certificates.

It is also your responsibility to arrange adequate insurance cover for your trip and to take relevant details of the policy with you.

## **12. 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.

## **13. TRANSPORTATION**

13.1 It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, we will notify you of the time by which you should arrive at all points of departure. If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur in making such arrangements.

13.2 Any rail, road and other departure times are supplied by the carriers. They are subject to inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown on your tickets. The timings are estimates only. Luxurycruise.co.uk does not have any liability to you for any delays that may arise. Further, your dealings with all carriers are subject to the conditions of the carrier, some of which may limit or exclude liability. Where we are in a position to do so, we will give you information before you book concerning the airline on which you will fly, your airport of destination and type of aircraft on which you will travel. However if any of these details change subsequently, and you choose to cancel as a result, our normal cancellation charges will apply. Any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

## **14. MISCELLANEOUS**

14.1 Conditions of Travel: We reserve the right to require any passenger to produce medical evidence of their fitness to travel. Passengers with a disability, which may require special treatment or assistance, must advise [www.luxurycruise.co.uk](http://www.luxurycruise.co.uk) in writing of the condition so that appropriate advice and assistance can be given. NB Passengers may be refused passage where as a result of failing to notify [www.luxurycruise.co.uk](http://www.luxurycruise.co.uk) appropriate arrangements cannot be made.

14.2 Luxurycruise.co.uk has no control over the allocation of airline seats and cannot guarantee any seat requests. Baggage allowance will vary by destination-please check (with the airline used) for details. Passengers are advised that most airlines operate a non-smoking policy. We reserve the right to determine the hotel, air carrier, flight routing (flights will not necessarily be direct or non-stop) and airport, for all holidays advertised.

14.3 Special Requests: Where special requests for flight seats, room allocation, diet considerations etc are required we must be made aware of them at time of booking. Whilst every effort will be made to ensure that these requests are fulfilled, they cannot be guaranteed. Furthermore, Luxurycruise.co.uk will not be liable for claims for consequential loss where written advice of special needs and requirements has not been received in writing at the time of booking. Where special requests for flight seats are passed on by Luxurycruise.co.uk to an airline, the confirmation of seat numbers is at the discretion of the airline.

14.4 Behaviour: You must not behave in a way that may cause distress or annoyance to others or may create the risk of danger or damage to property. If you are subject to arrest or prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from your accommodation at the discretion of the accommodation management, Luxurycruise.co.uk will not refund any portion of the cost of your holiday and, if Luxurycruise.co.uk incurs any expense because of your behaviour, you will be obliged to compensate Luxurycruise.co.uk for that expenses.

14.5 It is the customer's responsibility to settle all of their on board accounts whilst on the cruise.

14.6 Children under the age of 18 will not be carried unless accompanied by an adult over the age of 21 at time of boarding who accepts responsibility for their welfare conduct and behaviour. Infants younger than 6 months at point of boarding may not be accepted on some ships, full detail is provided at booking stage and we accept no liability for incorrect information that may have been provided by you.

14.7 You must declare any pregnancy to us at the earliest opportunity as on certain cruise ships carriage of advanced pregnant women is not permitted, typically if the pregnancy is more than 24 weeks at the anticipated return date. We reserve the right to refuse passage onboard to any person who appears to be in advanced stages of pregnancy

14.8 These booking conditions are our responsibility, as your tour operator. They are not issued on behalf of and do not commit 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.

14.9 Travel Insurance Recommendations: It is highly recommended that you take out adequate travel insurance cover for your trip. This should be done before you travel and you should be aware that it is in your best interest to take this travel insurance out now with immediate effect as you will find that most travel insurance policies offer you an instant cancellation cover for the travel services that you have now purchased.