Cruise & Maritime

Booking Conditions

All holidays are organised and offered for sale in the United Kingdom by South Quay Travel & Leisure Limited trading as Cruise and Maritime Voyages.

These conditions together with the General Information and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with South Quay Travel & Leisure Limited (ATOL 4619) and (ABTA V9945) (“South Quay”), (“us”), (“our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-
1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Data Protection Policy (see clause 22);
3. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

1. Booking & Insurance

Bookings can be made online, by calling our cruise reservations department or contacting your ABTA travel agent. A binding agreement for your arrangements will come into existence between you and us when we have received all appropriate payments from you and we issue a confirmation, either directly to you or via any agent we have authorised to act on our behalf.

If your confirmed arrangements include a flight we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a confirmation. Upon receipt, if you believe that any details on the ATOL Certificate confirmation, or any other document are wrong you must advise us immediately as changes can not be made later. Your balance payment is due no less than 90 days prior to departure, for which we will not issue a reminder. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 2 below will be payable. Any money paid to an authorised agent of ours in respect of a booking including flights is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent’s obligation to pay it to us for as long as we do not fail financially. If we do
fail financially, and any money held at that time by the agent or subsequently accepted from the
consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of
the Trustees of the Air Travel Trust without any obligation to pay that money to us.

We do accept Visa & MasterCard for Credit Card payments and charge a 2.5% fee for this facility.
Debit Card payments are free (Visa Delta & Switch). We also accept American Express and charge
a fee of 3.5% for this service.

It is a condition of booking with us that you take out appropriate travel insurance. You are not
permitted to travel with us without having adequate travel insurance in place. We offer competitive
rates of insurance arranged by Gold Cover Travel Insurance Services and insured by Ageas, details
of which can be found on the Insurance page on this website. This policy includes cover for
cancellation charges and the cost of assistance, including repatriation, in an emergency. If you do
not purchase this insurance you must arrange alternative insurance of at least comparable standard
(we will not check it, this is your responsibility) and you must provide details of your policy to us upon
request. You must reimburse us fully for any costs or losses we incur as a result of your failure to
comply with this clause.

2. Changes and cancellations by you

If you wish to make any changes to your arrangements after they have been confirmed, including if
you wish to cancel all or some of them, you must inform us in writing as soon as possible. Your
notice requesting a change or cancellation will only take effect when it is received in writing by us at
our offices and will be effective from the date on which we receive it. We can’t guarantee that
changes can be met, although we will do our best to assist. Since we incur costs in cancelling or
changing your arrangements, all such changes and cancellations will be subject to the charges set
out below. Where we are unable to assist with making a requested change, and you do not wish to
proceed with the original booking we will treat this as a cancellation by you.

If any member of your party is prevented from travelling, that person(s) may transfer their place to
someone else (introduced by you and satisfying all the conditions applicable to the arrangements,
including an agreement to these booking conditions) providing we are notified not less than 28 days
before departure and you pay an amendment fee as detailed below and meet all costs and charges
incurred by us and/or incurred or imposed by any of our suppliers. If you are unable to find a
replacement, cancellation charges as set out below will apply in order to cover our estimated costs.
Otherwise, no refunds will be given for passengers not travelling or for unused services.

Charges in the event of a cancellation

In the event of a cancellation, you will have to pay the applicable cancellation charges up to the
maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost
payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):

<table>
<thead>
<tr>
<th>DATE CANCELLATION RECEIVED</th>
<th>CANCELLATION CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 90 days before departure</td>
<td>Loss of Deposit</td>
</tr>
<tr>
<td>71 - 89 days before departure</td>
<td>30% of total price</td>
</tr>
<tr>
<td>50 - 70 days before departure</td>
<td>50% of the price</td>
</tr>
<tr>
<td>29 - 49 days before departure</td>
<td>75% of the price</td>
</tr>
<tr>
<td>28 days or less</td>
<td>100% of total price</td>
</tr>
</tbody>
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If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

**Charges in the event of a change**

In the event we can meet your requested change, you will have to pay £50 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Within 90 days of departure, administration charges will increase to approximately 25% of the total cruise fare. Only one amendment per booking can be made and within 90 days changes may not be approved.

Please note that any requested amendments will be approved at our discretion.

No refunds will be made for tickets or services booked but not used, or for insurance premiums or alteration charges. **Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges detailed above.**

**3. Changes and cancellation by us**

**Pre-departure changes and cancellations**

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure/website details 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. Most changes are minor. Occasionally, we have to make a “significant change”. If we make a significant change before departure (for example, a change of accommodation or vessel to that of a lower official classification for the whole or a major part of the time you are away, a change of scheduled outward departure time of twelve or more hours, a change of UK departure point to one which is significantly less convenient for you or a significant change of itinerary missing out more than one major port, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

1. (for significant changes) accepting the changed arrangements
2. purchasing an alternative holiday from us, of a similar standard to that originally booked if available. If the chosen alternative is more expensive you may be asked to pay the difference, but if it is cheaper, you will receive a pro rata refund.
3. cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us save for amendment fees and insurance premiums. You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

If we have to make a significant change or cancel, we will pay you reasonable compensation if appropriate, 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 above mentioned choices can be accepted where 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 where we are forced to cancel due to an insufficient number of people having booked the holiday in question (in which case we will notify you no later than eight weeks prior to your date of departure).

Please note: where arrangements with a higher price than the original ones are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if arrangements are offered by us and accepted by you with a higher price than that originally booked with the same cruise itinerary where no additional payment is made by you.

The above options are not available and compensation is not payable where i) any change made is a minor one ii) if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time), or iii) where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Changes and cancellations after departure

If we become unable to provide a significant proportion of your arrangements after you have departed, we will make alternative arrangements for you but if it is impossible to do so, or you choose not to accept them for good reasons, we will, where appropriate, provide you with equivalent
transport back to your place of departure or other place we both agree. If your arrangements are a package, and if appropriate in all the circumstances, we will also pay you reasonable compensation but if any such changes or cancellations are caused by "force majeure" (see below), we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

4. Fitness to Travel on the Cruise Ship, Pregnancy, Disability or Reduced mobility, Medical/mobility equipment

The Company's priority is the comfort and safety of its passengers. We will do our utmost to cater for any special requirements you may have. If you or any member of your party has any special requirements, illness, medical problem or disability which may affect your travel please provide us with full details before we confirm your booking so that we can advise as to the suitability of your chosen arrangements if possible. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking or, if full details are not given at the time of booking, cancel (imposing applicable cancellation charges) when we become aware of these details. In particular, please note the following:-

Health Questionnaire and fitness to travel

We and any carrier are entitled to administer a health questionnaire prior to boarding to ensure that the carrier is able to carry passengers safely and in accordance with applicable safety requirements. When completing the questionnaire or embarking the ship, you warrant that you are fit to travel by sea and that your conduct or condition will not impair the safety of the cruise ship or inconvenience the other passengers. You must disclose any medical symptoms of any illness, injury or infirmity bodily or mental or any circumstances suggestive of exposure to any infection or contagious disease, or any other reason that is likely to impair the safety or reasonable comfort of other persons onboard, via the health questionnaire or otherwise. We and any carrier reserve the right to require any passenger to produce medical evidence of fitness to travel in order to assess whether that passenger can be carried safely.

If it appears to us or the carrier, the Master or the Cruise Ship's doctor that a passenger is unfit for travel (we will deem that person unfit to travel if in the 48 hours or less before sailing they have suffered with any medical symptoms suggestive of a viral illness including but not limited to diarrhoea, vomiting, high temperature or other flu-like symptoms), likely to endanger safety, likely to be refused permission to land at any port, or likely to render the Carrier liable for passenger maintenance, support or repatriation, then the Carrier or the Master shall have the right to take any
of the following courses: (i) Refuse to embark the passenger at any port; (ii) Disembark the passenger at any port; (iii) Transfer the passenger to another berth or cabin; (iv) If the Cruise Ship doctor considers it advisable, to place or confine him/her/her in the Cruise Ship's Hospital or to transfer the passenger to a health facility at any port, at the passenger's expense (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the passenger to a hospital or other similar institution at any port provided that the ship’s doctor and/or Master considers that any such steps are necessary.

Where a passenger is refused embarkation as a result of safety and/or fitness to travel, neither the Company nor the carrier shall be liable for any loss or expense occasioned to the passenger thereby, nor shall the passenger be entitled to any compensation from us or the carrier. Further, any passenger who embarks, or allows any other passenger for whom he or she is responsible to embark contrary to this clause shall be responsible for any loss or expense incurred by us, the carrier or the Master in consequence of such.

Disability and Reduced Mobility

The vessels have a limited number of cabins equipped for disabled persons. Not all shore excursions, ports, areas or equipment on the vessels are suitable for access to wheelchairs, disabled persons or persons with reduced mobility. You must check with us at the time of booking to enable us to assess your needs with the performing carrier. The decision will be made by the Company or the Master of the vessel; it will be based on safety and will be binding.

Equipment and special care

Passengers who need assistance and/or have special requests or need special facilities, care or equipment with regard to accommodation, seating or services required or their need to bring medical equipment must notify us at the time of booking. Any personal care or supervision must be organised by the passenger and at the passenger’s expense. The vessel is unable to provide respite services, one to one personal care, supervision or any other form of care for physical or psychiatric or other conditions. Where strictly necessary for the safety of the passenger we and or the carrier can require that a passenger is assisted by an accompanying person who is fit and able to provide the assistance required.

Those passengers confined to wheelchairs must furnish their own standard size wheelchairs and must be accompanied by a travelling companion fit and able to assist them. The ship’s wheelchairs are available for emergency use only. The requirement for passengers to notify at the time of booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried and/or carried safely. It is the passenger’s responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not carry any replacement and access to shore side care and
equipment may be difficult and expensive. Passengers must be able to operate all equipment. Unless the Company and or the Carrier agree otherwise and in writing Passengers are limited to bringing 2 items of such mobility or medical equipment on board per cabin with a total value not exceeding £2200. All equipment must be capable of being carried safety and must be declared before the cruise. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

**Assistance Dogs**

Please note that assistance dogs are subject to national and EU Regulations regarding travel. It is the passenger’s responsibility to check the position prior to the cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call. Assistance dogs must have all necessary papers and comply with national Regulations regarding health, inoculations, training and travel.

**Pregnant Women**

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 23 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for safety reasons carry pregnant Passengers of 24 weeks or more by the end of the cruise. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the Passenger will be safe during the passage.

**Medical Treatment**

The Vessel carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Company makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed.

Medical facilities and standards vary from port to port and the Company makes no representations or warranties in relation to such standards.

**Special Requests**

Neither we nor the Carrier is obliged to provide any assistance or meet special requests unless we have agreed as such in writing. For your own protection, you should obtain confirmation in writing
from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier 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. We regret 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.

5. Our Responsibility

1. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of “force majeure”. In these Booking Conditions, “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 may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

2. We accept responsibility as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you as set out on your confirmation, we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

3. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
   
i. the act(s) and/or omission(s) of the person(s) affected;
   
ii. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
   
iii. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
   
iv. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(We may however provide you with assistance in the event you experience difficulty arising out of these circumstances.)

4. We will not be responsible or pay you compensation:
   
i. for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.
   
ii. for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.
5. Any compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):

i. whether or not you have followed the complaints procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

ii. the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.

iii. when making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

(Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.)

6. We limit our responsibility to you in the following situations:

i. Luggage or personal possessions and money

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

ii. Claims covered by an International Convention

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

iii. Claims not falling under 6 (a) or (b) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of all claims not falling under 6 (a) or (b) above and which don't involve injury, illness or death these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

iv. Denied boarding, flight cancellation or significant delay
Under the Denied Boarding Regulation (EU 261/2004), if you have been denied boarding, your flight has been cancelled or it has been significantly delayed, it is the airline’s duty to look after you. This means providing food, drinks, and some communications. If you are delayed overnight, this also means a hotel and travel to and from it. Full details of these rights will be publicised at EU airports and will also be available from airlines. We have no liability to you in these circumstances whatsoever and your claim for this assistance and any compensation must be made directly to the airline. Liability of an airline under EU 261/2004 will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment.

6. Suppliers’ Conditions

Many of the services which make up your holiday are provided by independent suppliers. Some of these terms and conditions may limit or exclude the supplier’s liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions and particularly the Terms and Conditions of Carriage at Sea of the carrier providing your Cruise are available on request from ourselves or by clicking below.

Terms & Conditions of Carriage at Sea
- Astor
- Astoria
- Columbus
- Magellan
- Marco Polo

7. Passports, Visas, Health Formalities & Travel Documents

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your Doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. You must notify us regarding next of kin details and any other important information we request before you travel.

A full 10 year British passport is required for all of our holidays, and your passport must be valid for a full 6 months following your date of return to the UK. If you do not hold a valid 10 year British passport, please note it can take up to twelve weeks to obtain a new one. If you or any member of
your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. You must ensure you have the correct travel documents in your possession before departure, failing which you will be liable for any costs, which you or we may incur as a result. Please note that, very occasionally, a last minute change may entail entering an additional country. Please note children must now have their own passport. For all passport enquiries contact the UK Passport Agency on 08705 210 410 or [gov.uk/government/organisations/hm-passport-office](gov.uk/government/organisations/hm-passport-office)

The health formalities and any compulsory inoculations required for your cruise can be found on page 82 of our brochure and this information maybe subsequently updated. It is your responsibility to ensure that you are fit to travel and to take all necessary medication etc. with you. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Any cancellation that arises due to visa/passport requirement will be subject to the cancellation charges detailed above.

8. Behaviour

All passengers must follow the vessel’s instructions and procedures relating to all matters including health, safety, hygiene and security. If in our opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your cruise or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost services will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the applicable supplier prior to departure from the service in question. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

9. Prices
Our current prices are calculated on exchange rates known on the 2nd August 2016 (Source: Barclays Bank Plc)...We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed, both on our website and in our brochures. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Please note that prices may go up and down at all times, and you will be notified of the final price of your chosen arrangements at the time of booking. Once the price of your chosen holiday has been confirmed by us, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing or our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), 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 charges) or alternatively purchase another holiday from us as referred to in “Changes and Cancellations by us”.

Although insurance (where purchased through us) does not form part of your contract with us or of any “package”, we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel 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. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your holiday.

10. Timings & Delays
Timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, and the ability of passengers to check in and board on time. Sometimes delays cannot be avoided but in such situations, in conjunction with our local agents or representatives, we will try to ensure your comfort during the course of any delay.

11. Complaints

If there is a problem during your holiday, you must report it onboard immediately or to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return. Failure to take either or both of these steps will prejudice our ability to resolve your problem and/or investigate it fully. In consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

12. Law & Jurisdiction

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the ABTA Arbitration Scheme (if the scheme is available for the claim in question - see clause 14) or by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

13. ABTA Arbitration

We are a member of ABTA, membership number V9945. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at abta.com/tips-and-latest/travel-tips

The arbitration scheme is arranged by ABTA and administered independently by 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. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.
The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. 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 at: abta.com/tips-and-latest/travel-tips

14. Financial Protection

We provide security for flight inclusive holidays by way of a bond held by the Civil Aviation Authority under ATOL number 4619. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please check your ATOL Certificate or ask us to confirm what protection may apply to your booking. 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 (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.

When you buy an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent’s obligation to pay it to us for so long as
we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

Holidays not involving air travel are financially protected by South Quay Travel & Leisure Ltd and are fully insured for the initial deposit, and subsequently the balance of the monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of South Quay Travel & Leisure Limited. This insurance has been arranged by Advantage Financial Services through MGA Cover Services Limited. In the unlikely event of Insolvency you must inform MGA immediately on +44 (0)20 3540 4422. Please ensure you retain the booking confirmation form as evidence of cover and value. Please note this policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond.

15. Flights

In accordance with EU Directive (EC) No 2111/2005 Article 9, 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 with the EU Community. The Community list is available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. 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 clause 3 (Changes and cancellation by us) will apply.
Important note: the information and prices shown in this brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the brochure information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking. Should we become aware of the need to revise information or prices, we may do so by informing you before we accept your booking. In this case the revised information or prices will be considered to form part of our contract with you as if they had originally been printed in our brochure.

16. Voyager Grade Category bookings

Your cabin type is not guaranteed and will be notified to you after your booking is made. Voyager grade bookings will always cost less than the cheapest advertised confirmed category price. See our brochure/website for full details. Bookings can be made by telephone or online via our website. Please note that this booking facility can be withdrawn and reinstated at any point, as this offer is only intermittently available.

17. Manage my booking facility

Your booking details should be live within the 'Manage my booking' area on our website approximately 24 hours after making your booking with us. It may take slightly longer in some cases for your booking to appear. Access to this facility is explained in the information which is sent to you after your booking is made. You must log on to update your important information, such as special requests and medical details.

18. Data Protection Act 1998

Information provided by you to us in connection with your holiday will be held by South Quay Travel and Leisure Ltd in accordance with the Data Protection Act 1998. It will be used for reservations, bookings, ticket issue, compilation and circulation of passenger lists, marketing of other programmes and promotional offers and for travel insurance purposes. You may have a copy of the personal information held about you by contacting us in writing at any time. If you wish to be deleted from our database, please inform us and you will be deleted immediately. Our full data protection policy is available on request.