

Booking Terms & Conditions

(Pandaw partner programs)

Reservation

To make a reservation on any of our programs, you must call a registered travel agent or our office. We will provide you or your travel agent a booking form which you must return to us fully completed with your necessary personal information and travel wishes. All information is kept completely confidential pursuant to our Privacy Policy.

After receipt of the booking form and the deposit (see Deposit below), you will receive from us a confirmation and itinerary of all booked travel services. Please check to ensure that the confirmation details provided from us are complete and in accordance with your wishes.

The written confirmation from us is the only binding contract for the provision of services listed therein, subject to the additional terms & conditions contained below. Your tour booking is not final and binding prior to issuance of this tour confirmation and following receipt of the deposit as indicated below.

Your acceptance of our booking confirmation constitutes your acceptance of the travel price for the services detailed therein. Prices advertised may be subject to fluctuation, special offers, discounts or other changes subsequent to your reservation. Any such changes cannot be applied retroactively to your reservation and you agree to accept the tour price indicated on the booking confirmation.

DEPOSITS & FINAL PAYMENT

The following deposit terms are specific to tour programs including Pandaw-owned ship itineraries:

Cruise Only and Cruise&Land Programs:

20% of the total tour price is payable within 72 hours of booking to confirm your reservation. In the unusual circumstance that we cannot confirm your booking after this deposit has been paid, it will be refunded to you in full.

Certain special offers may require higher deposits. You will be informed of this at the time of booking.

For all programs:

Final payment is due no later than 62 days prior to departure. Cheques*, Money Order, Visa, MasterCard, and American Express are accepted as forms of payment.

*Non-certified personal and/or agency cheques are due in our office 80 days prior to departure to allow for clearing time.

Please note, it is not incumbent upon GLP to remind you of the full payment due date. If you miss the due date, you risk losing your reservation and forfeiting your deposit.

Revision / Change Fee:

A handling fee of \$50 per transaction is charged for any alteration or revision made to a reservation that does not contain an airline reservation.

For reservations including air, any changes including spelling corrections to the passenger names after air tickets have been issued will be subject to the airline's revision fees.

Courier delivery costs apply if any changes are made within five weeks prior to departure. A change of date or itinerary within 61 days of departure will be treated as a cancellation and new booking; in this case regular cancellation fees apply. (see below)

Cancellations and Refunds:

For land and cruise arrangements, the cancellation charges are as follows:

More than 62 days before departure: The deposit is non-refundable

Less than 62 days before departure: 100% of the total tour price

In the event of a cancellation by one guest in a double occupancy room, the other guest shall be responsible for the payment of the single supplement applicable at the time of booking.

For air arrangements, the cancellation penalty is determined by the carrier depending upon the booking class. In some cases the air tickets may be completely non-refundable as of the date of booking and ticket issuance, which may be well in advance of the travel date.

No refunds will be made for unused services once travel arrangements have commenced. If after returning from the cruise you wish to inquire about any cruise services provided, please ensure that all correspondence relating to those services is received by GLP Worldwide within 30 days after the cruise completion.

Prices:

All fares are per person in Canadian Dollars and are based on rates and foreign exchange rates as of the date of the tour confirmation document. In the event of an increase in any of the cost factors, including airfares, taxes or other surcharges, GLP Worldwide reserves the right to increase the price in accordance with the provisions of TICO. The following exceptions apply: (i) there will be no price increase when final payment has been received by GLP Worldwide, and (ii) if the total price of travel services is increased and the cumulative increase, except any increase resulting from an increase in applicable retail sales tax or federal goods and services tax, is more than 7 per cent, the contract can be cancelled and a full refund obtained.

Prices do not include land arrangements or services other than those specifically stated in the tour confirmation. They also do not include items of a personal nature such as laundry costs, premium beverages and food not on the regular table d'hote menu; optional excursions; passports, visas; vaccinations; gratuities on cruise ships; International Air Transportation Tax; Agricultural Tax; Security Fee; airport taxes. Verbal quotations will NOT be honoured. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Air taxes quoted at the time of booking are estimates only based on current information. Air

taxes, fuel and insurance surcharges and other relevant fees will be indicated on the final invoice and will reflect the actual amount incurred at the time of ticket issuance.

Itinerary Changes

While every effort is made to adhere to the specifics mentioned on this site, changes may be required at times. Therefore, all prices, itineraries, and other pertinent information are those in effect at the time of posting, and are subject to change without notice.

Passports and Visas

A valid passport is required of all travellers. It must be valid six months after return to Canada. For trips requiring visas for Canadian citizens, detailed visa information will be emailed. Travellers are responsible for obtaining all of their own visas and entry documents. Non-Canadian citizens must consult with the appropriate embassy or consulates about visas or other entry requirements. We accept no liability if a passenger is refused entry to a country due to missing documentation.

Please be advised that entry to another country may be refused even if the required information and travel documents are complete, and that the living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

Travel Documents

Travel documents, including air tickets, are sent regular ground delivery 3-4 weeks prior to departure, providing full payment has been received.

Disabled Guests

Any disability requiring special attention must be reported to GLP Worldwide at the time of booking. GLP Worldwide will make reasonable efforts to accommodate the special needs of disabled cruise participants, but is not responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers.

We regret that Pandaw programs are not suitable to guests in wheelchairs.

We note as well that we cannot provide individual assistance to a tour member for walking, getting on/off tour buses and other transportation vehicles, or other personal needs. A qualified travel companion must accompany travellers who require special assistance.

Gratuities

Gratuities to crew are not mandatory. If you wish to give a tip for excellent service, you are welcome to give it to the crew member(s) directly and discreetly. Tips to the local guides during sightseeing and shore excursions are customary. Our suggestion is USD\$1-2 for each service rendered.

Accommodations

Any hotels listed in our brochure or on our website will be used subject to availability on most departures. If a change becomes necessary for any reason, hotels substituted will be the equivalent or better than those shown. Please note that it is standard policy that hotel rooms

are not available for check-in before 3:00p.m.

Smoking Policy

For the comfort of all cruise participants, smoking is only permitted on the sundecks and outside walkways of the river cruise ships. Smoking is not permitted in any interior portion of the ship or on motorcoaches.

Cruise Itineraries

Deviations to the planned cruise itineraries are possible, although every effort will be made to keep them as they are shown. All cruise routes are subject to change without notice. Should conditions render cruise routes unsafe for navigation, alternative service may apply, including but not limited to, accommodation on the docked ship and/or substitute ground arrangements.

Luggage

Please check with your airline regarding airline baggage allowances as they vary considerably. No responsibility is accepted for loss, damage or delay to passenger's luggage. Travel insurance including protection for lost or delayed luggage is strongly recommended. Due to limited storage space, we suggest soft sided luggage.

Insurance

Every guest booking this program must have travel insurance for the entire duration of the services provided by GLP worldwide providing cover for all medical emergencies and evacuation and repatriation. You must settle all medical bills incurred by any ship or any other person carrying out the services contemplated by this booking prior to your departure from the destination. We reserve the right to request details of your policy but we do not check policies for suitability. It remains your responsibility to ensure that you are adequately insured and you agree to indemnify GLP Worldwide or Pandaw Expeditions Ltd. for any costs or losses incurred as a result of medical expenses being incurred on your behalf.

Responsibility

1394207 Ontario Inc. o/a GLP Worldwide (hereinafter referred to as the "Operator") is responsible to you in making arrangements for the services offered in this brochure. Airlines, cruise lines, hotels and other suppliers providing services are independent contractors and are not principals, agents, employees or partners of the Operator or its affiliates. The cruise participant agrees that neither the Operator nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing services, or any insurer or insurance administrator under any travel insurance provided by the Operator, or of any other person. If the services included in the cruise cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Operator, the Operator will arrange for the provision of comparable services, when possible. Any resulting additional expense will be payable by the cruise participants and any resulting saving will be refunded by the Operator to cruise participants. The Operator reserves the right to accept or reject any person as a cruise/tour participant, to expel any cruise/tour participant from the cruise/tour, to make changes in the itinerary whenever the Operator deems it necessary for the comfort, convenience, or safety of the cruise/tour participants, and to cancel a cruise/tour at any time. No person, other than an

authorized representative of the Operator, by a document in writing, is authorized to vary, add, or waive any term or condition in this brochure, including any term or condition set forth in the preceding provisions.

We reserve the right to amend the information, conditions and prices contained on these pages without notice.

OPERATOR'S TERMS AND CONDITIONS

The following additional terms and conditions of Pandaw Expeditions Ltd of Great West House, Great West Road, Brentford, London, TW8 9DF, United Kingdom, (referred to as the "Company" in the following paragraphs) shall apply to your booking. In the event of any conflict between the terms and conditions hereunder and those of GLP Worldwide, above, the terms and conditions of GLP Worldwide shall prevail.

Please read these 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 added or transferred. References to "us" or "we" in the following paragraphs mean the Company.

Insurance

It is a condition of your contract with us that every member of the booking has travel insurance in force for the entire duration of the holiday, covering at least the cancellation of the booking and providing medical cover for illness or injury, repatriation while overseas and loss of baggage. You must settle before departure any medical bills incurred whilst on a company ship for doctor's attendance, drugs supplied, and any other medical facilities provided by the company for you. We reserve the right to request details of your policy, but we do not check policies for suitability. It remains your responsibility to ensure that you are adequately insured and if you fail to do so you agree to indemnify us for any losses that we incur as a result.

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

Our priority is the comfort and safety of our passengers. You are asked at the time of booking to provide as much information as possible regarding any assistance that may be required in the port and on board the vessel.

We are entitled to administer a health questionnaire prior to boarding. You must advise prior to boarding the vessel if you are suffering any symptoms. All passengers must follow the vessels instructions and procedures relating to all matters including health, safety, hygiene and security.

In order to ensure that the carrier is able to carry passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including flag state every passenger warrants that he/she is fit to travel by sea\river and that his/her conduct or condition will not impair the safety of the cruise ship or inconvenience the other passengers.

We and the 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 in accordance with applicable international, EU or national law.

If it appears to us or the carrier, the Master or the cruise ship's doctor that a passenger is for any reason unfit to travel, likely to endanger safety, or 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/hers 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 we 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 the carrier.

'Disabled Person' or 'Person with Reduced Mobility' includes any person whose mobility when using transport is reduced as a result of any physical disability, intellectual or psychosocial disability or impairment, or any other cause of disability, and whose situation needs appropriate attention and adaption to his particular needs for the service made available to all passengers.

Passengers who need assistance and/or have special requests or need special facilities 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. If the passenger cannot be carried safely and in accordance with applicable safety requirements then we and or the carrier can refuse to accept a passenger or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety.

Where strictly necessary for the safety of the passenger we and or the carrier can require before it accepts the booking that a passenger is assisted by an accompanying person who is fit and able to provide the assistance required.

Whilst the crew will do everything in their power to facilitate landings, access to the ship at certain river stations can be difficult, with steep and sometime slippery river banks.

Elderly passengers should consult a doctor to ensure that they are fit for travel. Wheel chairs are not allowed.

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.

Cutting your Cruise Short

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your cruise and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

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 or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements (this would be payable in addition to the loss of deposit charge above).

Changes and Cancellations by Us

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of participants required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

Most alterations will be minor and while we will do our best to notify you of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you.

Very rarely, we may be forced by "force majeure" (see clause 11) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

Our Responsibilities

- 1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 (UK) as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our

employees' or suppliers' negligence affected the overall enjoyment of your holiday. 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.

- 2) 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:
- 3) (a) the act(s) and/or omission(s) of the person(s) affected;
(b) 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
(c) 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
(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled
- 4) Where death and or personal injury and or loss of or damage to property occurs during carriage by air or by sea then liability and the extent of damages recoverable will be dealt with by International Conventions as set out in paragraphs 6) and 7) and not otherwise.
- 5) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 10.6 below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.
- 6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea). Please Note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

Copies of the applicable International Conventions and Regulations are available from us on request. We do not have any liability to you in any circumstances in which the carrier is liable to you by virtue of the Denied Boarding Regulation 2004 which applies solely to the operating carrier. Any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.

- 7) Travel by sea is governed by the provisions of the Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 as amended in 1976 ("The Athens Convention) and where applicable from 1 January 2013 EU Regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents ("EU Regulation 392/2009). For the purposes of the Athens Convention and EU Regulation 392/2009 we are the Contracting Carrier. The Athens Convention and EU Regulation 392/2009 limit the Carriers' liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It is presumed that luggage has been delivered to you undamaged unless written notice is given to us and/or the performing Carrier.

(a) in the case of apparent damage, before or at the time of disembarkation or redelivery; or

(b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place

Damages for cabin luggage payable by the Carrier are limited up to the Athens Convention limit of 833 SDRs or 2250 SDRs if EU Regulation 392/2009 applies. Limits shall be reduced in proportion to any contributory negligence by the passenger and by the maximum deductible specified in Article 8 (4) of the Athens Convention or EU Regulation 392/2009. Copies of the Athens Convention or EU Regulation 392/2009 are available from us on request. In so far as we may be liable to you in respect of claims arising out of carriage by sea we shall be entitled to all rights, defences, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions, and nothing in these Booking Conditions shall be deemed as a surrender thereof. To the extent that any provision in these Booking Conditions is made null and void by the Athens Convention or EU Regulation 392/2009 or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further. Our liability will not at any time exceed that of the carrier under its Conditions of Carriage and/or applicable or incorporated conventions or other legislation. Any liability in respect of death and personal injury and loss of and damage to luggage which we may incur to you whether under our contract with you, in accordance with these Booking Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention or EU Regulation 392/2009 for death/personal injury of 46,666 Special Drawing Rights (SDR) or 300,000 SDR under Athens Convention or 400,000 SDRs under EU Regulation 392/2009 except in the case of liability for war or terrorism 250,000 SDRs. We are not liable for valuables, monies or other securities including jewellery and watches. If they have been deposited with the reception desk on the ship for safe keeping and a receipt issued then in those limited circumstances the Carriers liability will

be as set out in the Athens Convention or EU Regulation 392/2009. The use of safes onboard a Vessel is not a deposit with the ship or with us under the Athens Convention or EU Regulation 392/2009 or otherwise. The limits are 1200 SDRs pursuant to Athens or 3,375 SDRs pursuant to EU Regulation 392/2009.

- 8) Where there is any loss of or damage to property including luggage which is not covered by any international convention and where liability is not limited by reference to any enactment, terms of conditions, then any legal liability that we may have for any such losses or damage will not exceed £500 per guest.
- 9) Notwithstanding anything to the contrary elsewhere in these Booking Conditions, we shall not in any circumstances be liable to you for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.
- 10) 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.
- 11) 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.
- 12) 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.
 - (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
 - (b) which relate to any business

Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our control or that of the supplier(s) concerned. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

Passports, Visas, Health Formalities & Travel Documents

It is your responsibility to check and fulfill 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.

If you have made independent travel arrangements you accept responsibility for joining the ship in good time, regardless of any change to the sailing time or date, or to the itinerary. We are not able to refund monies paid to us, or any third party acting on our or your behalf, or make compensation or other payments where, for whatever reason, you fail to join the ship. Passengers going ashore are responsible for re-boarding the ship prior to departure from port.

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. No animals are permitted on board the vessel.

Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility on board a voyage etc. In addition, during the river stops we provide a guide service in English. Foreign language guides must be pre booked and there may be extra charges for this. Personal guides must be booked at normal rates in passenger accommodation.

Any requests should be in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. ship's officer), or our local representative immediately who will endeavour to put things right. There is also a 24 hour duty manager, whose number will be provided prior to departure. If the issue is not resolved locally it is essential you notify our head office in writing, quoting the booking reference number and all other relevant information, at the earliest opportunity and no later than 28 days after your return, to enable any complaint to be investigated. Please keep your letter concise and to the point. It will assist us to quickly identify your concerns and speed up our response to you.

Behaviour

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.

Conditions of Suppliers

Some of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. 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 these terms and conditions are available on request.

ABTA Arbitration

We are a Member of ABTA, membership number Y6242. 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 this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

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 http://ec.europa.eu/transport/air-ban/list_en.htm

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.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the 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. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us.

Prompt Assistance

In the event that you experience difficulty on the occurrence of circumstances described in "Our Responsibilities" clauses 3 (a) (b) (c) or (d) of these booking conditions, we will provide you with prompt assistance as is reasonable in the circumstances.

Data Protection and Privacy

In order to process your booking and meet your requirements, we must pass your personal details on to the relevant suppliers of your travel arrangements. For full details of our data protection and privacy policy, and an explanation of how your personal details will be used by us, please refer to our privacy policy.

Law & Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.