

## BOOKING CONDITIONS

### KEY POINTS

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

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

### 1. Our details

Your package holiday booking is with RWH Travel Ltd. When you make a booking you enter into a contract with RWH Travel Ltd trading as Ramblers Cruise & Walk Holidays. Our registered office is Lemsford Mill, Lemsford Village, Welwyn Garden City, Hertfordshire, AL8 7TR, United Kingdom. Our telephone number is **+44 (0)1707 386767** and our email address is **info@ramblersholidays.co.uk**.

### 2. Your holiday booking

A booking will exist as soon as we issue our confirmation invoice. This booking is made on the terms of these Booking Conditions. The relevant clauses of Fred. Olsen Cruise Lines Passenger Terms and Conditions relating to the cruise component of the holiday are incorporated into these Booking Conditions and can be found at **www.fredolencruises.com/Terms-and-Conditions**. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Booking Conditions. No employee or representative of RWH travel Ltd other than a manager or director has authority to vary or omit any of these terms. No promise of a price reduction or refund will be binding on us unless confirmed by us in writing.

### 3. Holiday price

Prices shown in our brochure are based on two persons sharing a twin room (cabin). We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

Mistakes or computer errors occasionally occur, so if any price in our brochure, on our website or booking system is obviously wrong then any booking made based on that price won't be valid and we will be entitled to cancel it and give you a full refund unless you wish to pay the correct price.

Please see clause 8(a) on changes to the holiday price.

### 4. Paying for your holiday

When you make your booking you must pay a **deposit** of £200 per person. The balance of the price of your travel arrangements must be paid not later than **14 weeks** before your departure date. If the deposit and/or balance is not paid in time, we shall be entitled to cancel your travel arrangements. If the balance is not paid in time we

shall retain your deposit and any travel insurance premium paid will be non-refundable.

Where bookings are made within **14 weeks** of departure the whole of the holiday charge is payable at the time of booking.

If you book any regional flights with us, any payment made at the time of booking the flight will be in addition to the holiday deposit and non-refundable. Payments may be made by debit card, credit card, cheque, bank draft or electronic bank transfer. All payments must be in sterling (GBP) unless by prior agreement with us.

Loyalty Points are non-transferrable and have no value until used as part payment against a holiday provided by RWH Travel Ltd. Loyalty Points are valid for two years from the date accrued and cannot be used against the cost of a holiday or be revalidated after this time.

### 5. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

Period before departure in which you notify us	Cancellation charge
More than 98 days	Deposit only
Between 98 and 57 days	45% of holiday cost
Between 56 and 42 days	55% of holiday cost
Between 41 and 16 days	65% of holiday cost
Between 15 and 8 days	75% of holiday cost
Within 7 days or after departure date	100% of holiday cost

Where a cabin is sold on a twin occupancy basis, if either one or both passengers cancel the holiday arrangement the holiday contract will be cancelled and both passengers will be subject to cancellation charges. Should one passenger still wish to continue with their holiday, then subject to availability, this will involve a new booking and contract at the appropriate cost. It may be possible for the travelling passenger to remain in the original cabin booked but any applicable sole occupancy charges will be levied. Alternatively, should the party member cancelling wish to transfer the booking to another person this may be permissible, up to **7 days** before departure, subject to any costs incurred relating to a change of passenger name.

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

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

### 6. If you change your booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £20 per person (or £40 if less than 98 days before departure), and any further cost we incur in making this alteration.

For changes to our group flight arrangements, a flight administration fee of £35 per person will apply. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least **7 days** before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

### 7. If we cancel your booking

We reserve the right to cancel your booking. We may cancel your booking if the minimum number required for the package to go ahead hasn't been reached (usually 10 participants). We will not cancel less

than **14 weeks** before your departure date except for unavoidable and extraordinary circumstances, the cancellation of the cruise by Fred. Olsen Cruise Lines, a refusal by Fred. Olsen Cruise Lines to accept you as a passenger or failure by you to pay the final balance. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value). In the event a refund is paid to you, we will:

1. Provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. Pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above). This does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us
More than 98 days	Deposit only
Between 98 and 42 days	Full refund + £10
Within 41 days	Full refund + £20

## 8. If we change your booking

### (a) Changes to the holiday price

We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

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. If this results in an increase equivalent to more than 8% 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 (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel:

1. You must do so within the time period shown on your final invoice
2. We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

You agree that where a surcharge is levied that is 8% or less of the original price, this will not amount to a significant change to your booking.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

### (b) Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking and we reserve the right to do so at any time as a result of events, changes in circumstances or other factors that have occurred or arisen since the holiday was planned. Alteration may include (without limitation) omitting, substituting or adding ports of call or otherwise changing the itinerary (including routing of cruise ship and port of embarkation and disembarkation), schedule, cruise vessel or other arrangements that form part of the holiday.

On flight inclusive holidays examples of insignificant changes include alteration of your outward/ return flights by less than 12 hours, changes to aircraft type, changes of London airports (including Gatwick, Heathrow, London City, Stansted and Luton), change of pre or post cruise accommodation to another of the same or higher standard, changes of carriers.

Alteration of the Holiday may (without limitation) be made of necessity in the interests of promoting the health, safety, comfort or enjoyment of Passengers or the operational efficiency of the holiday,

for example (but not limited to) the occurrence of a security risk or infectious illness.

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

Where possible and appropriate we will try to ensure that any changes are as limited as practical. Such changes will not amount to material alteration of the holiday contract.

In the event of cancellation, alteration or delay (including prolongation of the Holiday) we will not be responsible for losses arising from individual circumstances or arrangements (for example travel and accommodation booked separately to the holiday). If the change is insignificant, we will ensure that you are notified about it.

For flight-inclusive holidays, in accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/ connecting flight/transfer. We do this by listing carriers to be used or likely to be used on our website at: [ramblersholidays.co.uk/licensingandbonding#listofairlinesused](https://ramblersholidays.co.uk/licensingandbonding#listofairlinesused). Please note the existence of a 'Community list' detailing air carriers that are subject to an operating ban with the EU Community (available for inspection at [https://ec.europa.eu/transport/sites/transport/files/air-safety.list\\_en.pdf](https://ec.europa.eu/transport/sites/transport/files/air-safety.list_en.pdf)).

If a carrier used in connection with your holiday becomes subject to an operating ban we will inform you of this to allow you to make an informed decision regarding your holiday arrangement. Please also see clause 9 on our liability to you.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- If you choose to accept a refund:
  1. We will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
  2. We will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Period before departure in which we notify you	Amount you will receive from us
More than 98 days	Nil
Between 98 and 42 days	Full refund + £10
Within 41 days	Full refund + £20

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

## 9. Our liability to you

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Should you wish to make a claim against us, it is your responsibility to show that we or our travel service supplier(s) have been negligent. You will need to show that reasonable care and skill has not been used. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). Such unavoidable and extraordinary circumstances will include the inability of airlines to operate flights (including the loss or restriction of air traffic or transit rights or the right of airlines to enter any airspace),

restricted access to airports, ports and railway stations, and changes to entry or visa requirements for British citizens travelling to or within EU member states as a result of the United Kingdom's decision to leave the European Union

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

Our liability will also be limited in accordance with and/or in an identical manner to:

- a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from our office at RWH Travel Ltd, Lemsford Mill, Lemsford Village, Welwyn Garden City, AL8 7TR. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. We reserve the right, at our discretion, to limit our expenditure in these circumstances to EUR 125 per person per night. You may be required to pay any balance in the cost of accommodation. The limit doesn't apply to persons with reduced mobility and any person accompanying them and pregnant women, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

Our liability for any act, omission or other occurrence that falls outside the scope of the Conventions will be limited to the greatest extent permitted by law, save that our liability for the loss of any money, jewellery, valuables or medication shall not exceed £250 per person.

We cannot accept any liability for any loss or expense you suffer or incur (including loss of earnings) which on the basis of information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur.

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore you will benefit from all EU rights applying to the packages. RWH Travel Ltd will be fully responsible for the proper performance of the package as a whole. A copy of this legislation may be found at [www.legislation.gov.uk/ukdsi/2018/9780111168479/contents](http://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents). Additionally, as required by law, RWH Travel Ltd has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/ they become insolvent. NB this entire clause 9 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday. See also clause 18 on Excursions.

## 10. Protecting your money

We provide full financial protection for our package holidays.

1. For flight-based holidays this is by way of our Air Travel Organiser's Licence number 990 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk) or [www.caa.co.uk](http://www.caa.co.uk). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency,

an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

2. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA. For further information please see [www.abta.com](http://www.abta.com).

## 11. ABTA

We are a Member of ABTA, membership number V5094. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

## 12. Complaints

If you have a complaint about any of the services included in your holiday, you must inform our tour leader without undue delay who will endeavour to put things right. If it is not resolved locally, please follow this up within **28 days** of your return home by writing to our Customer Services Department at Ramblers Walking Holidays, Lemsford Mill, Lemsford Village, Welwyn Garden City, AL8 7TR giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

Unless a longer period is provided for by force of law, any claim shall be barred if proceedings are not brought within **2 years** of the end of the holiday. Please also see clause 11 on ABTA.

## 13. Additional assistance

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

## 14. Passport, Visa and Immigration requirements

Your specific passport and visa requirements, and other immigration requirements are your sole 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.

## 15. Fitness

Bookings are accepted on condition that participants are physically and mentally fit, and able to cope reasonably with the demands of the holiday without assistance from our tour leader or other party member. It is your responsibility to ensure that you and your party are aware of the nature and demands of the holiday arrangements before booking.

We reserve the right to exclude you from individual walks or activities or from the walking and activity programme as a whole if in the reasonable opinion of our tour leader the demands of the walk would be detrimental to the interests or safety of you or the group as a whole. In the event that our tour leader deems such a decision is necessary we will reasonably endeavour to make alternative arrangements but will not be liable for any additional costs incurred or to provide any refund for missed activities. We also reserve the right to refuse any booking for a holiday where we are not satisfied that the applicant's health, fitness or experience is appropriate to the holiday selected.

Should you suffer from a mobility impairment, disability or medical condition relevant to your participation in the holiday arrangements this must be declared to us (in addition to any declaration made for insurance purposes) at or before the time of booking. You must advise us of any impairment, medical condition or disability which may affect your active participation in the holiday arrangements develops after your booking has been confirmed. If we feel that we cannot meet your needs, we reserve the right to decline or cancel your booking.

In the event of illness or injury relating to you or your party, we may make such arrangements as we see fit and recover the costs thereof from you.

#### **16. Participation and personal responsibility**

When you book your holiday with us, you accept responsibility for the proper conduct of all members of your party during your holiday. Bookings can only be accepted from persons under 18 years of age when accompanied by an adult who will be responsible for them and accompany them on all holiday activities. You agree to accept the authority and decisions of our staff, tour leaders and Fred. Olsen Cruise Lines' staff whilst on holiday with us. If in the reasonable opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot, ship's officer or hotel manager), your health, mobility, level of fitness or conduct at any time before or during a holiday is endangering or appears likely to endanger your health or wellbeing or any third party (including any other clients of the company) or the safe, comfortable or happy progress of the holiday, you may be excluded from all or part of the holiday. In such circumstances full cancellation charges will apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return travel arrangements) you may incur as a result of your holiday arrangements being terminated.

If you cause damage to the accommodation in which you are staying or vehicle in which you are travelling you must fully reimburse the accommodation or transport supplier concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (including legal costs) made against us by the accommodation supplier or any third party as a result. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions.

You must comply with a non-smoking policy whilst travelling, when dining as a part of a group, during group meetings and if sharing a room (cabin) with an independent traveller.

#### **17. Insurance**

It is a term of booking that you obtain adequate holiday insurance to undertake the holiday by the date your holiday arrangements commence. You can purchase insurance through us or another provider. It is your responsibility to check that your policy is adequate for the nature of the holiday booked. Policies should include, as a minimum, cover for medical expenses, mountain rescue including helicopter rescue, death, repatriation, cancellation and curtailment and not include exclusion clauses limiting cover for the activities included and altitudes reached in the holiday arrangement. You must carry proof of insurance with you and be able to produce it when boarding your cruise ship. No refunds will be made should you be refused boarding and excluded from the holiday through being uninsured or you being unable to demonstrate that you are insured.

#### **18. 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 Fred. Olsen Cruise Lines or other 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.

#### **19. Travel Agents**

When you buy a flight-based holiday, all monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by the agent on our behalf at all times.

#### **20. Law and jurisdiction**

This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

#### **21. Validity**

These booking conditions, published on **15 July 2019**, supersede all previous versions.