Conditions of Booking.

These booking conditions only apply if you have booked your holiday with us and we are shown as the principal or supplier on your booking documentation. If we are not shown as the principal or supplier then our agent terms of business will apply.

Your Contract

Your contract is with Travelworld International (MCR) limited. t/a Cruise Club UK or Prestige Cruise Club. Our registered office is at International House, Church Lane, Prestwich, Manchester, M25 1AN. These are the terms and conditions of your holiday contract with Travelworld when we act as principals in the provision of Tailor-Made Holidays. Please read them carefully as you are bound by them. You will be asked at time of booking to confirm your agreement to these terms. Please note that separate Terms and Conditions apply to bookings made with Travelworld where we act as agents for other Tour Operators and suppliers of travel related products. When you make a booking you confirm that you have the authority to accept and do accept on behalf of your party the terms and conditions set out in this document. A contract will exist as soon as the booking is made either with our call centre or on-line and either the deposit or full payment has been made. A booking confirmation will be sent to you by either email or post. You must check this confirmation carefully and raise any queries immediately upon receipt. Your contract is made on the terms of these booking conditions which are governed by English law and any claim or dispute will be subject to the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and wish to do so.

You agree that you will carefully check the written confirmation which we send to you to ensure that it is correct and exactly matches what you booked. If it is not you are required to contact us within seven days of receiving your confirmation to inform us of any inaccuracy, and take a note of whom you reported it to. We will be entitled to charge you the costs which we incur to correct any inaccuracy which is attributable to you. If you fail to notify us of any inaccuracies within seven days of receiving your confirmation we may be unable to correct the inaccuracy.

All holidays are subject to availability at the time of booking. A booking can only be made by a person aged 18 years or over. All passengers who, at the time of departure, are under the age of 18 years must be accompanied by a responsible adult.

The passenger names given have been confirmed by you at the time of booking. The spelling of the first name and surname must match your passport exactly. Middle name/s are only required if you are flying to the USA. Any changes will result in a charge to you from the cruise or tour operator and Travelworld International. Please contact us as soon as possible to correct any errors in your booking.

Your financial protection

A) <u>Travelworld International (Manchester) Ltd</u> is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018".

B) (AST1.1) All the flights and flight-inclusive holidays on this website and in our brochures are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.caa.co.uk

C) (AST1.5) When you buy an ATOL protected flight or flight inclusive package 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 (AST1.7A)We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)." (AST1.7B):

D) 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"

We are also a member of ABTA (Association of British Travel Agents) no.59095. For further information, please visit www.abta.com.

Your holiday Price

We reserve the right to alter the prices of any of the holidays we advertise. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

When you make your booking, you must pay a deposit which will be confirmed at the time of booking. The deposit amount may vary, depending on various elements such as; airline reservations that require full payment at time of booking and the payment of deposits to various suppliers to secure all elements of a booking. The balance of the price of your travel arrangements must be paid on/before the due date on your booking confirmation. If the deposit and/or balance is not paid in time, we shall reserve the right to cancel your travel arrangements, if the balance is not paid in time we shall retain your payments made.

The price of your travel arrangements is confirmed at the time of booking and is not normally subject to any surcharges. However changes in transportation costs such as; airline fuel surcharges which can prove substantial on long haul routes, we reserve the right to pass these increases on to our clients. These increases will be notified prior to balances becoming due, where possible.

In making payment towards your holiday cost you (the customer) have agreed the price you will pay for your holiday. The deposit payment locks in your holiday cost as part of your contract. On occasion our suppliers may (without notice) increase or decrease their prices in line with exchange rates or supply and demand. They may also introduce or remove booking incentives as well. Travelworld will not ask for additional costs when prices are raised in-turn we will not be able to decrease prices should they go down.

Travelworld international act as an agent in relation to payments for your booking, as we accept multiple forms of payment and handle late payments we impose a 5 week supplementary balance due threshold on-top of the supplier's balance due threshold in order to reconcile all funds for the supplier in due course, However should a supplier change their payment threshold we (Travelworld) are forced to follow their change (plus 5 weeks) – we will endeavor to provide as much notice as possible should this situation occur.

What is included / not included.

Promotional Extras – If your booking was offered with any promotional booking benefits (Drinks packages, Credits, Spends or Gifts) these will be detailed on your booking confirmation Travelworld International will only provide promotional extras that are detailed on your confirmation.

Gratuities -- If you have pre-paid or have complimentary gratuities / Tipping then these will be detailed on your confirmation.

Transfers - the transfers that are included in your package are detailed on your confirmation, upon travel you will be provided with a transfer voucher detailing the collection place, supplier, times and detailed instructions of what your responsibility is, failure to follow these responsibilities will result in failure of your transfer and any

expense will be your own.

Tours - Any tours that are included will be specified on your confirmation invoice are the responsibility of Travelworld International any tours that are booked directly with the cruise line or independently are not the responsibility of Travelworld International.

Porterage - Some hotels may charge a local "PORTERAGE" fee dependent on the number of bags checked in. e.g., typically more than 1 bag per person. This is the responsibility of you the guest and not Travelworld International.

Local, City or Resort Tax - some countries, cities and resorts charge a tax/fee that is only payable locally. This is not included in your holiday package and is at your expense.

Baggage on internal flights - Where we include internal flights some airlines do not allow us to pre book baggage at the time of booking the flights, this has to be paid for at time of check in and will be your

responsibility as we do not include this charge in the price. We will endeavor to advise you at the time of booking if this affects your holiday.

Excursions: Excursions that you choose to book with companies other than Travelworld are not part of your package holiday provided by us. For any excursion that you book yourself your contract will be with the operator of the excursion and not with us. We are not responsible for the provision of the excursion or tour for anything that happens during the course of its provision by the operator. Insurance: You will be required to take out adequate travel insurance as a condition of booking with us. We always strongly advise that you take out a policy of insurance in order to cover yourself and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy, please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g., pre-existing medical conditions). Failure to disclose relevant information will affect your insurance. You are strongly advised to purchase comprehensive travel insurance at or before the time of booking. Many insurance companies only cover travel delay at the point of departure it is your responsibility to have adequate cover for Travel delay at any point of change whilst in transit i.e., Change of Aircraft or service whilst transiting to your embarkation point. Any resulting costs is the responsibility of you the client or in turn your insurance company. Your Travel provider is not responsible in such circumstance

Changes / Cancellations of your Holiday a If we change or cancel your holiday

5. A.1) it is unlikely that we will have to make any changes to your holiday 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. These changes fall into two categories (Minor or Major) Most of these changes will be minor and we will advise you of them at the earliest opportunity. We also reserve the right in any circumstances to cancel your holiday. However, we will not cancel your holiday less than 8 weeks before departure date, except for reasons of force majeure (see section6) or by reason of your failure to pay the final balance of the price.

'Minor' changes, if they occur, may not necessarily be advised and will not qualify for compensation. The order and timings of your confirmed itinerary are subject at all times to changes, substitutions and variations, without notice, and this will always be considered a 'minor change' for which no compensation will be payable. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard and/or changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

if we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. A major change includes (for example) changing your departure airport (except between Heathrow, Gatwick, Luton, Stansted and London City) dependent upon particular circumstances, or a difference of more than 12 hours in departure times, or a change in your cruise ship, resort area or an offer of a lower classification cabin or hotel accommodation. If we make a major change to your holiday, you will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of equivalent or superior quality from us if available, accepting an offer of alternative travel arrangements of a lower quality (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid. In some cases, we will also pay compensation these options don't apply for minor changes.

In the event of a Major Change, you must notify us of your decision within 7 days of our offer of the alternative travel arrangements. If you fail to do so you agree that we are entitled to assume that you have chosen to accept the alternative travel arrangements and you agree that we can process your booking for the alternative travel arrangements.

we reserve the right to make adjustments to the advertised itinerary to take into account passenger safety, comfort and enjoyment which may include weather conditions. The Master of the Ship/Captain of the aircraft must at all times have concern for the safety of his passengers and crew and therefore has overriding discretion at all times to act as he sees fit. In no circumstances shall we be liable for any consequence arising from adverse weather conditions experienced during your holiday.

On board cruises, sea areas controlled by vessel traffic, schemes, canals, rivers and other navigable waterways may be subject to delay due to operational circumstances and/or requirements of local authorities. We shall have no liability

whatsoever in respect of any such delay. The Master of the Ship has the right to alter the itinerary in any way he sees fit and we cannot therefore be responsible for any failure to meet arrival/departure times for any port of call.

Named hotels are subject to availability and change, if we cannot offer you the exact hotel that was advertised either online, on an e shot or in a direct mail piece then we will try our best to offer a suitable alternative that is like for like, i.e., same star rating, within the same area, if possible, if the alternative hotel is more expensive than the cost will be passed on to you.

Flights - Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delays. Full details of these rights will be available at EU airports and other airlines. Please note however, that reimbursement is the responsibility of the airline and does not entitle you to a refund of your holiday price from us.

Cruises - Occasionally cruise sailings have to be cancelled or terminated early for unforeseeable circumstances that are beyond either our or the cruise operator's control. In such circumstances we have no liability other than to arrange to get you back to the UK at no cost to yourselves, this may be arranged directly by the cruise line or by ourselves. Cruise lines may make an ex-gratia payment in the form of cash and/or vouchers to be used against a future cruise and we will pass these on to you when received.

Force Majeure.

This means that we will not pay you compensation or be liable for additional travel costs, if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions and the repercussions of the United kingdom's exit from the European Union "Brexit".

NOTE: in certain circumstances where airline ticket purchases made within a booking are non-cancellable/changeable this may reflect in higher cancellation charges that are stated. These will be advised at the time of a booking being cancelled.

If you change your Holiday

- **7.A)** 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. CCUK will charge an amendment fee of £50.00 per person in addition to any costs we incur in making this alteration. 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 (e.g., fixed price non-refundable air tickets) 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.
- **7.B)** If you choose to amend your reservation, we will endeavor to utilise the payment(s) you have previously made towards your chosen alternative. Your payments made are sent to suppliers within your package. If you are no longer using those suppliers or elements, we may not be able to utilize your full amount paid. e.g. Your original booking had flights with Airline X, Hotel A and Transfer H, to which part of your payment has been made. If your chosen alternative has flights with Airline Y, Hotel Q and Transfer B,

or just a Cruise with no other elements - we would not be able to re-

use all parts of your payment already made.

7.C) Curtailment If you choose return home early and this is not due to our failure to perform the contract. We cannot refund the cost of any services you have not used, or assist you with any associated costs you may incur, but you may be covered by your travel insurance. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

If you cancel your holiday

8.A) Your deposit is non-refundable and non-transferable. Should you need to cancel your holiday before your balance due date, you will cancel at loss of the full amount of deposit paid. Once your balance is paid your holiday will be cancelled at 100% loss.

Cancellations can only be processed with written or email authorization from the passengers travelling.

Travelworld (Travelworld International) will impose a £49per person processing fee to process your cancelation and issue your cancellation invoice Any applicable refunds in relation to you cancelling your holiday may take up to 6 weeks to be processed. Please retain your booking confirmation, as you will need it if your travel arrangements are protected under a scheme of financial

protection and you need to make a claim. Travelworld can issue a cancellation invoice should you need it to make a claim against your travel insurance

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

If you have a complaint

in the unlikely event you have a complaint relating to your booking before departure please contact our customer care team as soon as the complaint arises, we will investigate your complaint and get back to you within 7working days.

If you have a problem during your holiday, communicate any complaint to the supplier of the service in question without delay. If you fail to follow this simple procedure, they will have been deprived of the opportunity to investigate and rectify your complaint whilst you were there and this may affect your rights under this contract. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Travelworld International, International House, 1 Church Lane, Prestwich, Manchester M25 1AN giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Please allow 14 days for acknowledgment to be received and a further 28 days for a full response.

Our liability to you:

10.A) If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you not following the instructions provided; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 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 transportation for your travel arrangements. These terms are incorporated into this contract; and (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices. 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 of these rights will be publicized at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your rights to a refund and/or compensation from us is set out in these conditions.

If any payments to you are due from us, any payment made to you directly by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk Prompt assistance while overseas:

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control (see "force majeure"), the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

Your Responsibilities as Passengers. Passport, Visa and Immigration

It is the travelling passenger's responsibility to ensure that your travel documents are fit for travel. Also ensuring that your passport details match your confirmed booking names. All passengers must have a full 10-year British Passport which is valid for 6 months after their return date. Travelling on documentation with less than six months validity is entirely at your own risk. It is the responsibility of ALL non-British passport holders to ensure that they are in possession of a valid passport and permissions to travel. The travelling passenger (and not Travelworld International) are liable for all costs associated with travel documentation and to arrangement of all necessary permissions, visas and documentation required too successfully complete their holiday. Failure to arrange the correct documentation will result in denied boarding with refunds due. It is especially important to check requirements in plenty of time before you depart as entry visas or permits may be necessary for certain destinations and can take up to ten weeks to obtain .If you are travelling to the USA You now need to fill in an online request to enter the USA, at least fourteen days before travelling (although you'll usually get a decision in minutes, it can take up to fourteen days), otherwise you will be turned away at US immigration. The form is called the Electronic System for Travel Authorization form or ESTA for short. The website address is https://esta.cbp.dhs.gov/esta. If you do not have internet access, you may need to get help from a friend, family member or colleague who can register online on your behalf. The Foreign & Commonwealth Office (FCO) provides general advice about most destinations around the world. You can visit www.gov.uk/knowbeforeyougo to access travel information from the FCO. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

A) Covid, Medical needs & Pregnancy;

As the time of booking you must declare any medical requirements to your booking agent or via our website. A medical need is where an arrangement(s) need to be made to accommodate you or if you are taking medical equipment with you. A Medical form will be provided to you for your completion, this medical form will require your completion detailing the specifics of your needs. Medical forms must be returned to Travelworld International within 14days of receipt to guarantee your arrangements.

Due to safety and insurance reasons suppliers can refuse boarding where prior notification and medical forms have not been completed. 13.B) Pregnancy;

Due to limited trained personnel onboard ship and relevant equipment strict rules are in place with regards to pregnant passengers. Any Person 24weeks or greater into pregnancy will be refused boarding of the ship. Guests that are less than 24 weeks will have to obtain a doctors letter confirming the length of pregnancy, due date and that the passenger is not a high risk pregnancy.

Clarification of Terms;

if necessary.

14.A) Guarantee: if you have booked a cabin on a "GUARANTEE" (GTEE or GTY) basis, this means you have not chosen your own stateroom (cabin) number. You will be allocated any cabin in the type booked or higher. You will normally receive a cabin number when the cruise tickets are issued or at the latest, when you board the ship. Your cabin allocation will be allocated at random by the cruise line and is in no way the responsibility of Travelworld International, booking a guarantee is not advisable if you have specific cabin requirements (medical or personal preference) once your cabin is allocated it is irreversible and any attempts to change your allocated cabin would be subject to surcharges payable by yourself. In the instance of Balcony, suites or veranda staterooms you may receive an overlooked, obstructed, overhung, oversize, undersize or misshapen balcony anywhere on the ship. In the case of oceanview or window guarantees you could receive a porthole, obstruction of view (up to 100%) anywhere on the ship or a Balcony (subject to the terms of balcony guarantee). In the case of interior guarantee you could receive any interior on the ship which may have an internal view (or oceanview or balcony subject to the conditions of balcony or oceanview guarantee) in all instances you can be allocated a Disabled-equipped stateroom.

14. B) Star rating: Please note that the star rating applied to any particular aspect of your travel arrangements is the star rating we have applied following liaison with local suppliers, it is not an official rating. If you have any concerns regarding the star rating applied to any aspect of your travel arrangements please notify us of your concerns as soon as possible and ideally whilst in resort.

14. C) Direct flight: A flight that is described as direct is one where there is no need to change aircraft during the journey. However, stops may be made on-route for refuelling or to let passengers on/off

14. D) Dining your meal sitting & table size (where specified) have been requested. Please be aware that these are on "a request basis" and not guaranteed until you are onboard. However, the cruise line will do all they can to accommodate every request. It any guest requires specific dining requirements due to a medical need these requests can only be guaranteed on completion of a medical request form.

Behaviour;

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

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