

UK2 Travel

Booking Terms and conditions

Please read carefully, by signing your booking authorisation form you are agreeing to the below terms and conditions.

Your holiday will be arranged through UK2 Travel Ltd, trading as UK2 Travel and/or Nile Cruises Direct/River Cruises Direct. We are a limited company, registered in England and Wales, our registered company number is 7687592 and address is 8 Bangor Road, Conwy, LL32 8BT. These booking conditions form the basis of your agreement with UK2 Travel Limited, and apply only to holiday arrangements which you book with us in the UK and which we agree to make, provide, or perform as part of our agreement with you. If any part of these booking conditions proves to be invalid or unenforceable, the rest of the conditions will still apply.

(1) Booking confirmation

On making a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these booking conditions. The first named person on the booking will be the 'lead guest' and will be responsible for making all payments due to us including any amendment and cancellation charges. He/she must be at least 18. After we receive your instruction to book, verbal or written, and appropriate payment, if the arrangements you wish to book are available then we will issue a booking confirmation within 7 days. Our contract with you is made when we accept your holiday booking instruction and payment is taken, this binding arrangement will come into existence subject to all terms and conditions as soon as confirmation is sent to you. Should you book within 7 days of departure where there is not enough time to issue a booking confirmation, normal terms and conditions apply. On receipt of your booking confirmation please ensure all details are correct, if any information appears to be incorrect please contact your travel consultant immediately as it may not be possible to make changes later. All changes are subject to amendment charges. If you chose to pay by credit card a 2.5% charge will apply to the sum being paid. We reserve the right to refuse your booking, if we do we will refund any money already paid to us.

Please Note: All descriptions are made in good faith. Every care is made to ensure accuracy, however, advertised information and prices may have changed from that quoted to you, to when you actually make your booking. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

(2) Payment

In order to confirm your chosen holiday you must pay a deposit as per the sum advised to you by your consultant, (or the full cost of your holiday if booking within 12 weeks of your departure date).

The balance of your holiday/arrangements including any charges is due 12 weeks before your date of departure. If we do not receive your payment in full and on time, we reserve the right to treat your holiday as cancelled by you, in which case cancellation charges set in clause (5) will become applicable.

(3) Prices

We reserve the right to increase the cost of un-sold arrangements and correct errors made in advertised prices and quotations. You must check the price of your chosen holiday at the time of booking. All prices quoted to you, or advertised, include all charges and any UK taxes or government levies that may apply at the time of booking. Once your holiday arrangements have been confirmed, then, subject to correcting any errors, we will

only increase/decrease the price in the following circumstances: Increase or decrease in the cost or dues of transport, taxes or fees payable for services such as embarkation/ disembarkation, or landing fees at ports or airports, or as a result in the exchange rates which have been used to calculate the cost of your holiday arrangements. Even in the above cases only if the amount of increase exceeds 2% of the total cost of your holiday (excluding insurance payments and amendment charges) will we levy such a charge. If a surcharge is greater than 10% of the cost of your holiday (excluding insurance payments and amendment charges) you are entitled to choose from options (a)(b)(c) as set out in clause (7). Price increase/decrease to your holiday will be made in writing; should you fail to inform us of your choice within 14 days from the issue date printed on our notification; we are entitled to assume that you will pay the additional charge. Any additional charge must be paid with the balance of the cost of the holiday arrangements, or 14 days after notification, whichever is the later. Should your holiday cost decrease by over 2% in reference to any of the changes above then any refund will be paid to you. However please be minded that travel arrangements are often bought in local currency and some apparent changes have no impact on the price of your travel arrangements.

(4) Financial security

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holiday booked and for your repatriation in the event of insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number T7422. In respect for of all arrangements you will receive a confirmation invoice from us confirming your arrangements, and if applicable, your protection under Air Travel Organiser Licence. This means that in the unlikely event of our insolvency you will not be left stranded abroad, or any money you have paid to us for an advanced booking will be refunded, except where your contracted arrangements with us do not include transport to and from the UK; in this case, if already abroad, you will be returned to the point of where your contracted arrangements with us commenced. For more information, please visit www.caa.co.uk

(5) Changes and cancellations by you

If you need to make any changes to your confirmed holiday or travel arrangements, you must request the change as soon as possible and confirm your request in writing. Whilst we will try to assist, we cannot guarantee that your amendment request will be met. Where your change can be met, amendment fees may be charged by UK2 Travel and/or third party suppliers, these fees will be advised to you, and be payable at that time. Certain travel arrangements may not be changeable after a reservation has been made e.g. some scheduled flights; any alternation request could incur a cancellation charge of 100% of that part of the arrangement. Changes to a booking can only be requested by the lead guest. Amendment charges will not be refunded should you subsequently cancel your booking. Should you wish to make amendments while you are away on holiday, we will try to help. These changes are subject to availability, and will require immediate payment to UK2 Travel Limited or may be payable locally.

If you or a member of your party needs to cancel their confirmed arrangements, the lead guest must immediately advise us in writing. Your notice of cancellation will take affect when written instruction is received at our office; it is your responsibility to ensure and confirm we have received your written instruction. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges. Should the number of passengers drop within your party, it may be required to re-calculate the cost of your holiday for the remaining travellers to pay for under occupancy room charges etc. this will be advised to you at time of notification.

Period before departure within which written notification is received by us

Cancellation charge per person cancelling

Prior to 70 days

Total flight cost plus 30% of any other elements as advised by our consultant.

69 – 42 days

Total flight cost plus 50% of any other elements as advised by your consultant.

41 – 34 days

Total flight cost plus 70% of any other elements as advised by your consultant.

33 – 7 days

90% of the total holiday cost.

Less than 7 days

100% of the total cost of booking.

You may be able to reclaim these charges (less any applicable excess) under the terms of your insurance policy.

(6) Insurance

You MUST take out fully comprehensive holiday insurance. It is your responsibility to ensure that the insurance cover you purchase is suitable (e.g. age, pre-existing medical conditions etc.) and adequate for your particular needs. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover. We advise that you should seek insurance cover immediately after giving your booking instruction.

(7) Changes and cancellations by us

Because we or/and our supplier begin planning the arrangements that we offer many months in advance, we reserve the right to make changes to correct errors in holiday details both before and after bookings have been confirmed. We also reserve the right to cancel confirmed bookings where you have failed to make payment on time or due to circumstances beyond our control/force majeure as defined in clause (8).

Most changes are minor, we hope that we will not have to make any changes to your holiday, but due to circumstances beyond our control we sometimes need to make minor changes, and we will inform you as soon as/if possible before you go, in such circumstances, we will hold no liability to you. Examples of minor changes are; change of hotel/cruise/accommodation to that in the same area and of the same official classification, however may not be of the same style and décor and may differ in layout. Amendment of itinerary schedule; flight time changes of 11 hours or less . Occasionally we may have to make a 'significant change' to your holiday. Examples of significant changes are; a change of accommodation **area** for the whole or major part of your holiday (not accommodation/cruise/hotel name); a change of accommodation to that of a lower official classification for the whole or major part of your holiday; a change of board basis to a lower classification for the whole or a major part of your holiday; a change of outward departure time or overall length of your holiday of twelve or more hours; the closure of the only or all advertised swimming pools at your accommodation for the whole or major part of your holiday, and where no alternative is provided; and in the case of tours, a significant change of itinerary missing out one or more major destination substantially or completely.

If we make a significant change or cancel, we will inform you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

- (a) Accepting the changed arrangements (significant change only)
- (b) Purchasing alternative arrangements from us, as near to the original standards as possible, if available, (if the chosen alternative is less expensive we will refund the difference, but if it is more expensive we will ask you to pay the difference. Please be minded that flight/accommodation prices can fluctuate at any time or vary from supplier to supplier).
- (c) Cancel or accepting the cancellation in which case you will receive a full refund of all monies you have made. (in some circumstance refunds can take up to 12 weeks)

If we have to make a significant change or cancel 8 weeks or less before departure, subject to the exceptions below, we will pay you the following compensation:

Period before departure where a significant change or cancellation is notified by us	Compensation per person (excluding infants)
More than 56 days	nil
56 – 29 days	£10
28 – 14 days	£15
Less than 14 days	£20

We will not pay compensation where we make a significant change or cancel your holiday more than 8 weeks before departure or in the event we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequence of which we could not have avoided with all due care. No compensation will be made and the above options void should we make a minor change or cancel as a result of your failure to make full payment on time.

We regret we cannot recompense any costs, losses or expenses incurred by you as a result of any change or cancellation e.g. airport hotels, airport taxi etc.

(8) Force majeure

In these booking conditions, 'force majeure' means any event which we or the supplier of the service in question could not even with all due care, foresee or avoid. Such events include (but are not limited to) a threat of war, riot, civil unrest, industrial dispute, technical issues with transport, closure of congestion of airports, terrorist activity, natural disaster, fire, ash clouds and adverse weather conditions including heavy/insufficient snowfalls, floods, and non-freezing conditions.

(9) Our liability to you

(d) We accept responsibility that your holiday arrangements will be made, performed or provided with reasonable skill and care; if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient and that is the result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements. We will only be responsible for what our employees, consultants, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do.

(e) We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from : the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or - the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or - 'force majeure' (as set out in clause 8).

(f) We limit the maximum amount we may have to pay you for any claims you may make against us, should we be found liable for the loss/damage to personal possessions (including money) is £20 per person affected unless a lower limitation applies. For all other claims which do not involve death or personal injury, the

maximum amount we will have to pay you if we are found liable to you on any basis is twice the price (excluding any insurance premiums, and amendment or credit card charges) paid by or on behalf of the person(s) affected. This maximum amount will only be payable where everything possible has gone wrong and you have not received (and can prove) any benefit in any form at all from your holiday.

(g) 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, river or road carrier or on any stay in a hotel, or ship, the maximum amount of compensation we will have to pay to you will be limited. The most we will have

to pay to 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 Montreal Convention for international travel by air, the Athens convention for international travel by sea). Where a carrier or hotel would not be obliged to make any payment to you for any reason under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be 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. In any circumstances where by the carrier is liable to you by virtue of the Denied Boarding Regulation 2004, 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.

(h) We will not accept responsibility for the quality/content of services or facilities which do not form part of our agreement; for example any excursion you book whilst away, or any service or facility which your hotel/accommodation or any other supplier agrees to provide for you; neither if you suffer an injury or death or serious difficulties we will not be liable to you.

(i) The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

(j) As our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.

(k) You must tell us and the supplier concerned about any claim or complaint, as set out in clause (25). If asked to do so, you must transfer to us or our insurers any rights you have against whoever is responsible for your claim or complaint and provide ourselves and our insurers with all co-operation and assistance that may be reasonably required.

(l) We do not accept liability for any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you.

(10) Behaviour

If we or any other person who is in authority is of the opinion that you or any member of your party is behaving in such a way that could cause danger or upset to any other person or damage property, fixtures and fittings, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) will have to leave the property/accommodation or other services and we will have no further responsibility to that person(s) including any on-going or return travel arrangements. No refunds will be made and we will not pay any expenses or costs as result of the termination or responsible for meeting any claims subsequently made against us.

(11) Special requests and medical issues.

If you wish to make a special request, then you must do so at the time of booking and complete, if advised, a disability/special request form. We will try to pass on any reasonable request to the supplier but cannot guarantee that a specific request will be met. The fact that special requests may/may not appear on your confirmation, invoice, quote or any other documentation or that it has been passed to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be breach of contract. If you or a member of your party has any medical condition or disability which may affect your chosen holiday,

you must declare this at the time of booking, we can advise on suitability however It is your responsibility to ensure the holiday you have chosen is suitable to your needs and ability.

(12) Excursions and optional extras

We may provide information on excursions and activities which are available to purchase locally and through independent suppliers. Where we have not arranged or agreed or provided these excursions or activities as part of our agreement with you, subject to these terms and conditions, we do not accept responsibility for their content, quality, pricing, even if we have suggested them to you.

(13) Passports, visas and health

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept liability if you are refused entry onto any type of transport or into a country due to failure on your part to carry correct documentation. Passengers with a non-British passport must check passport and visa requirements with the relevant embassy or consulate. Further information on the latest travel requirements can be found on www.hpa.org.uk or www.fco.gov.uk .

(14) Accommodation ratings

Please note that standards can vary between accommodation of the same class in different countries. All ratings are given in good faith as per information provided by our supplier in each instance.

(15) Flights

At the time of booking we are not always in a position to confirm the final flight information such as carrier(s), aircraft type and flight timings which will be used in connection with your holiday. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of final information e.g. as soon as we are aware of this. Carrier(s), flight timings (where applicable) and types of aircraft detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to you between approximately 7-14 days prior to your departure. You must check your tickets very carefully and immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges. Please note the existence of a 'Community list' (available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm) detailing air carriers that are subject to an operating ban with the EU Community. 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 the price of your arrangements from us. Your rights to a refund and/or compensation from us are set out in clause (7). If the airline does not comply with these rules you should complain to the air transport user's council on 020 7240 6061 www.auc.org.uk. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight. Any flight element of your holiday is provided by an independent supplier or airline. Please note that each supplier/airline have their own terms and conditions, copies of the relevant parts of these terms and conditions are available on request from the airline concerned. The carrier/airline reserves the right to refuse carriage to any person who has acquired a ticket in violation of applicable law or carriers' tariffs, rules or regulations. Right of refusal may now be granted to airlines under new and stringent anti-terrorism laws. All airlines and most UK Airports have introduced a total no smoking ban.

(16) Direct flights

The flight routings in connection with your holiday may be based on special fares which do not necessarily take the most direct route. Some itineraries require a change of aircraft on route. 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 en route for re-fuelling or to let passengers off/on.

(17) Delay

In the event of a flight being delayed the airline you are travelling with will normally arrange, if available, the following: over 4 hours, an appropriate meal, and for delays over 8 hours extending beyond midnight, overnight accommodation, however this depends on the terms and agreements of the carrier. No refunds are provided by accommodation owners for unused accommodation. We cannot accept any liability for flight delay.

(18) Flight changes

We cannot be held responsible for airline rescheduling or rerouting flights via other airports/destinations following your confirmation. Unfortunately airlines who re-route are not obliged to make a refund or reduction of fare should a change to your original route take place.

(19) Flight tickets, accommodation/transfer vouchers

Where accommodation and transfer vouchers are supplied pre-departure, it is essential that you are able to produce this documentation to those requiring proof at the time. Some airlines still use paper tickets, and it is your responsibility to produce these tickets at check-in.

(20) Ancillary bookings

Please note that our suppliers terms and conditions will apply including any cancellation charges which may be levied by the supplier.

(21) Security and safety

If the Foreign Office advises that people should not visit a particular country we will inform you and try to arrange an alternative holiday for you. You must presume that your holiday is going ahead until the FCO deem otherwise (this may be at very short notice). You may wish to check information issued about your holiday destination. This information can be found on the internet at www.fco.gov.uk, OR BY CALLING 0845 850 2829. The suppliers we use are required to meet local health and safety standards. However you must take all reasonable precautions to protect yourself while on holiday. In particular note all fire procedures (alarm systems may not always be present), the design of swimming pools (lifeguards are unlikely to be present) the height of balconies (which may be lower than expected) and patio and glass doors (toughened glass and warning stickers may not be present). We recommend that strict supervision is given AT ALL times to infants, children and teenagers. For their own safety, under no circumstances should children be left unsupervised on a room balcony or terrace area.

(22) Government legislation

(Advanced Passenger Information Scheme) There is now a legal requirement for certain passenger data known as 'Advance Passenger Information' (APIS) to be lodged before travel. This information is mandatory and will be passed to the airline. A form requesting this information will be sent to you with your booking confirmation, which should be completed, giving full and relevant details for all passengers travelling and returned to UK2 Travel. Failure to comply with this government directive may result in refusal of carriage, no refund will be available if this data has not been provided to UK2 Travel.

(23) Children on holiday

Please note infants under the age of 2 years on the date of return flight may pay a fee when travelling, please ask at the time of booking. This fee is for an infant sitting on an adults lap. There is no entitlement to a separate seat on the aircraft for an infant if the flight is full. International airline regulations allow only one infant per adult. A local fee may be payable for a cot in your room and paid by the guest direct to the establishment. Please note children and infants require their own passports.

(24) Booking if you are under 18

It is a condition of our accepting your booking that the person who makes it is at least 18. We are entitled to assume that this is the case.

(25) Complaint and problems

In the unlikely event that you have a complaint or experience any problems with your holiday arrangements whilst away, you must immediately inform your representative and the supplier of the service(s) in question. If there is no local representative or agent, you must contact us on the emergency number below. You must also complete a report form whilst in resort. Any verbal notification must be informed in writing as soon as possible. Most problems or complaints can be resolved while you are away, however if you remain dissatisfied, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. We regret we cannot accept liability for any complaints or claims which do not involve death, personal injury or illness, if you fail to notify the complaint or claim in accordance with this clause.

Emergency Number: 0044 1492592049