



NOBLE CALEDONIA

2 CHESTER CLOSE, BELGRAVIA, LONDON SW1X 7BE
TELEPHONE 020-7752 0000 FACSIMILE 020-7245 0388



BOOKING FORM

PLEASE USE CAPITAL LETTERS THROUGHOUT AND ENSURE THAT YOU COMPLETE BOTH SIDES OF THIS FORM

Booking Reference:	Tour code:	Departure Date:
Name of Tour:		
We would be grateful to know where you saw this holiday advertised: Mailing <input type="checkbox"/> Press <input type="checkbox"/> Web <input type="checkbox"/> Name of publication:		

Full permanent address to which all correspondence/travel documentation is to be sent:

_____ Postcode: _____

Telephone No: _____ Mobile No: _____ Facsimile No: _____

Email address: _____

Lead Passenger Details (as they appear on your passport):

Title

Forename Surname

Date of Birth (dd/mm/yyyy) / / Place of Birth

Nationality

Passport Number Profession

Date of Issue (dd/mm/yyyy) / / Date of Expiry (dd/mm/yyyy) / /

Place of Issue

Special requests in relation to the above passenger (eg. Special dietary requests, flight seat requests etc). Please note that requests will be passed on to the airline/other suppliers but cannot be guaranteed.

Passenger Details (as they appear on your passport):

Title

Forename Surname

Date of Birth (dd/mm/yyyy) / / Place of Birth

Nationality

Passport Number Profession

Date of Issue (dd/mm/yyyy) / / Date of Expiry (dd/mm/yyyy) / /

Place of Issue

Special requests in relation to the above passenger (eg. Special dietary requests, flight seat requests etc). Please note that requests will be passed on to the airline/other suppliers but cannot be guaranteed.

For any additional passengers please complete a separate form, you only need to complete the passenger details.



Room/Cabin Booked: Single <input type="checkbox"/> Twin/Double <input type="checkbox"/>	Cabin Category (if applicable): _____
--	--

Health and Fitness

Do any of the aforementioned suffer from any disability or any other medical condition that may affect your holiday arrangements? Yes No

Do any of the aforementioned have walking difficulties or mobility restrictions? Yes No

If you answer YES to either of the above questions please provide further details in the space below and please explain which passenger the details refer to (please attach additional paper if required)

Many of our holidays include walking over uneven terrain, climbing steps, embarking/disembarking water craft etc. If you are unsure of your fitness or the suitability of the holiday please contact us for further advice. We may require a letter from your doctor certifying your fitness to travel.

Insurance

It is essential that you have suitable and adequate travel insurance in force for the duration of the holiday. Please see clause 4 of our booking conditions for further information. If you already have your insurer's details, please set out below the name of your insurers, the relevant policy number and their emergency telephone number.

Insurer _____ Insurer's Emergency Telephone No. _____

Policy Number _____

Please note: we are entitled to confirm your booking without having received details of your insurance cover or doctor's note. When we do so, a contract will come into existence between us in accordance with our booking conditions. If you do not provide evidence of insurance cover by the time your balance is due (or by any other reasonable deadline we stipulate prior to departure), we reserve the right to cancel your booking and apply charges as set out in clause 6 of our booking conditions.

Emergency Contact (this must be different from main contact number given or for someone not travelling with you)

Please advise the name and telephone number (home/work) of your next of kin in case of an emergency:

Name _____ Relationship _____

Home Telephone Number _____ Work Telephone Number _____

Mobile Telephone Number _____

Remittance

To confirm your booking please enclose a deposit of 10% per person or full payment if appropriate: £ _____

Methods of Payment

You may pay by cash, cheque (made payable to Noble Caledonia Limited) or by credit/debit card. Please note that all credit card payments are subject to a surcharge of 2% of the value of the transaction. If you wish to pay by credit/debit card please complete the rest of this section.

Debit Master Visa American Express

Card Holder's Name (please print)

Security Code – last 3 digits located on the signature strip Valid from (mm/yy) / Expiry Date (mm/yy) /

Card Number / / / / Issue No. (if applicable)

Signature of cardholder _____ Date _____

On behalf of all the names on this booking form, by whom I am authorised to act, I confirm I have read and agree to the booking conditions of Noble Caledonia Limited

Signature (lead passenger signature only) _____ Date _____

INTERNAL OFFICE USE, TO BE COMPLETED BY NOBLE CALEDONIA OFFICE ONLY:

Processed by (initials) _____ Date _____

Checked by (initials) _____ Date _____

Any special requests noted and actioned: Yes

BOOKING CONDITIONS

These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Noble Caledonia Limited, a member of ABTA, trading as Noble Caledonia. Please read them carefully as they set out our respective rights and obligations.

DEFINITIONS

- **you** or **the Passenger(s)** means any member of the travelling party, as indicated on the booking form and/or the confirmation invoice, as issued by Noble Caledonia.
- **we** or **us** means Noble Caledonia Ltd ("Noble Caledonia") or where appropriate its employees, agents, independent contractors and sub-contractors and all relevant insurers.
- **Supplier(s)** means any person (including employees, agents, sub-contractors and insurers) who provides a service which forms part of the holiday.
- **the Contract** means your contract with Noble Caledonia by which we agree to provide the holiday.
- **the holiday** means the holiday as described in the relevant brochure, including any flights from or to the UK and inclusive excursions, but not including supplementary excursions.
- **an excursion** means either an inclusive excursion (which is included in your holiday price) or a supplementary excursion (whether booked at any time in the UK prior to departure or at any time during the holiday).
- **the Price** means the price of your holiday, excluding any amendment fees or supplementary excursions and any additional charges shown as such in the relevant Noble Caledonia brochure or as otherwise stated.
- **a major change** means a significant alteration to an essential term of the "Contract" for the purposes of the Package Travel, Package Holidays and Package Tours Regulations 1992, a copy of which is available on request from our offices at Noble Caledonia, 2 Chester Close, Belgravia, London SW1X 7BE.

1. YOUR HOLIDAY CONTRACT

- When you make a booking, you confirm that:
 - you have read and have the authority to accept and do accept on behalf of your party the terms of these booking conditions;
 - you consent to our use of information in accordance with our Privacy Policy;
 - you are over 18 years of age and where placing an order for services with age restrictions declare that you are of the appropriate age to purchase those services.
- A binding contract between us will come into existence when we despatch our confirmation invoice to you or your travel agent. 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.
- If you have any mobility restriction or other disability, health problems or food allergies which may require special treatment or assistance at any time during your holiday, or if you have any special request, you must advise us or your travel agent in writing at the time of booking and ensure that it is clearly noted on the booking form when you sign it. Whilst we will make every effort to accommodate you, we regret that we cannot guarantee to be able to meet any particular special request unless we have specifically confirmed this in writing. Both for your own safety and comfort and for that of other passengers, it is very important that you are in good health and fit to enjoy your holiday. So that we can assess and advise as to the suitability of your chosen arrangements, we reserve the right to ask you for a doctor's certificate or note to confirm this. There is a Health and Fitness section in your booking form, which must be completed by you in order that your holiday booking may be confirmed by us. If, in the light of information provided to us, we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking. If you do not advise us at the time of booking of any health or mobility problems or if you fail to provide a doctor's certificate or note of your fitness to travel if asked to do so, and we subsequently find out that you are not of suitable fitness or health to partake in your chosen holiday, we reserve the right to cancel your booking and apply cancellation fees, as set out at paragraph 6(a) below. Please note that for certain holiday destinations, such as Antarctica, the acquisition of a doctor's certificate of your fitness to travel may be compulsory for all passengers. An airline and/or a ship may also refuse passage to any person whose condition does or may, in the sole opinion of the Captain or Master, represent a danger to the safety or comfort of any persons on board.
- Please note that we do not have any control over the smoking policies operated by our suppliers and that such policies are subject to change without notice. Please also note that many airlines, coaches, trains, hotels and vessels have no-smoking policies. On the other hand, other vessels, airlines, trains, hotels and coaches allow smoking although such policies are often restricted and may limit smoking to certain public areas or to outside areas. Smoking in cabins on cruise vessels is usually not permitted as it may represent a safety risk. We regret that we are unable to honour smoking/non-smoking requests where these are at odds with the policies operated by our suppliers.
- Please note that all medical facilities on board ships are the responsibility of the ship operator and their availability is at the sole discretion of the Master. You will be responsible for the payment of any charges for medical treatment and/or drugs provided on board.

2. YOUR FINANCIAL PROTECTION

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked with us and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority (CAA) under ATOL number 3108. In respect of all arrangements including flights you will receive a Confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking except where you contracted arrangements with us to do which is transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm

what protection may apply to your booking. We are also a member of the Association of British Travel Agents (ABTA number V321X). If your holiday does not include flights, ABTA will financially protect your holiday in the same way.

3. PAYING FOR YOUR HOLIDAY

- When you make your booking you must pay a deposit of 10% of the price per person (or full payment if booking within 84 days of departure). The balance of the holiday cost must be received by us not less than 84 days prior to departure. We regret that we may be unable to accept telephone payments for all holidays displayed in our brochures.
- Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your arrangements with us will be held by that agent on your behalf until we issue our confirmation invoice, after which your agent will hold the monies on our behalf. For flight inclusive bookings, all monies paid to such agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you.
- In cases where payment is late, we will treat the holiday as cancelled by you. However, we will not do so until we have taken reasonable steps to remind you that payment is overdue. If, despite our reminders, you have still not made payment we will levy the cancellation charges set out in clause 6 below. Please note that we reserve the right to apply a £7.00 per person administration fee for each letter sent to you or telephone call made to you to chase your overdue payment.
- If you purchase upgraded and/or connecting travel arrangements with us as part of your holiday package, either at the time of your original holiday confirmation or subsequently, payment of a deposit or payment in full for those additional arrangements must be made by you before your upgraded and/or connecting travel reservations can be confirmed by us (the sums required will be advised by us at the time of your enquiry). **Please note that once these additional arrangements are confirmed by us this payment will be non-refundable in the event that you later decide you do not wish to purchase any or all of the additional arrangements from us or in the event of cancellation of the holiday by you. Any cancellation charges relating to upgraded and/or connecting travel arrangements would therefore be in addition to the fees that are described in section 6(a) of these booking conditions.**
- All payments must be made in pounds sterling and all cheques must be drawn on a UK clearing bank. Credit card payments may only be accepted upon receipt of written authorisation or, if payment is being made over the telephone, with the authorisation of the cardholder and are subject to a surcharge of 2% of the value of the transaction. Please note that debit cards issued by a non-UK bank will also be subject to a surcharge equal to 2% of the transaction value.
- The price of your travel arrangements has been calculated using exchange rates quoted in the "Financial Times Guide to World Currencies" of 1st August 2008 in relation to the following currencies:

£1.00 Sterling =	\$1.97 US Dollar
£1.00 Sterling =	1.27 Euro

- The price of your holiday is subject at all times to changes in transport costs such as fuel, scheduled airfares and any other airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider; to cost changes arising from government action such as changes in VAT or any other government imposed charges; and to changes in currency exchange rates and to dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price. 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 and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. There will be no change made to the price of your holiday within 30 days of your departure. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, 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 protections in place.
- We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed.** We will advise you of any error of which we are aware and of the then applicable price at the time of your booking.
- Supplementary excursions may be available for separate purchase and are arranged by us with local operators. They do not form part of your contract with us.
- If your holiday price or the price of an excursion(s) includes gratuities to tour guides, drivers or other local agents or to any staff on board a cruise vessel or at a hotel, these gratuities are non-refundable under all circumstances.

4. INSURANCE

- It is a condition of your holiday booking that you have adequate insurance for your holiday. Travel insurance is available from Flexicover Direct, 109 Elmers End, Beckenham, Kent BR3 5XA, telephone 0870 990 9292, fax 0870 990 9298, www.flexicover.com who will be happy to discuss the policies and prices that they offer.

- You must in any event provide us with written details of your insurance policy for your holiday, whether with Flexicover Direct or otherwise, stating the policy number, the policy provider and the emergency contact number. Please ensure that this information is provided no later than 84 days before the departure date. It is your responsibility to ensure that you are adequately insured for the holiday, as we will not check the policy that you have purchased. Any insurance policy that you purchase for the purposes of your holiday should include cover for the cost of cancellation and the cost of assistance, including repatriation costs, in the event of accident or illness during your holiday. We strongly advise that you purchase insurance soon after your holiday booking is confirmed by us.

5. IF YOU CHANGE YOUR BOOKING

- If, after our confirmation invoice has been issued, you wish to change your holiday in any way (such as the departure date or your accommodation), we will do our best to meet your request but it may not always be possible. Any such request must be in writing from the person who made the booking or from your travel agent. You will be asked to pay an administration charge of £30 per person in addition to any further costs that we incur in making the change(s). 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.
- Please note: If we agree at your request to make changes to your confirmed holiday arrangements, we will not be liable in any way for any adverse consequences that might arise from them.
- You may also transfer a booking to another person, provided that the new passenger meets the requirements of these booking conditions and provided that we are notified in writing not less than 14 days before the departure date. We will not, however, confirm such a booking transfer until all costs and charges incurred by us (including any costs and charges levied by a Supplier) have been paid together with an amendment charge of £30 per person and we reserve the right to require the balance of the holiday price or any other sum due under the contract to be paid before we confirm the booking transfer. Where we do not impose such a condition, both the original passenger and the new passenger shall be responsible for payment of any sum due to us and both shall also be responsible for obtaining and bearing the costs of any necessary travel documents.

Please note: Certain travel arrangements (e.g. some flight and rail 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 holiday. Furthermore, most airlines and some other travel operators may not permit name changes to tickets once issued and any transfer of a booking to another person may therefore result in a charge equivalent to the full cost of the flight or other means of travel.

6. IF YOU CANCEL YOUR HOLIDAY

- You, or any member of your party, may cancel your holiday at any time. Notification may be written or via telephone but must be from the person who made the booking and signed the booking form or from your travel agent on your behalf. Notification of cancellation will be effective when it is received by us at our offices. Since we incur costs in cancelling your holiday, you will have to pay the applicable cancellation charges up to the maximum shown below:

Period before the day of departure within which cancellation notification is received by us	Amount of cancellation charge as % of total holiday price payable*
84 days or more	Deposit only*
56 to 83 days	30%*
29 to 55 days	60%*
15 to 28 days	75%*
8 to 14 days	90%*
7 days or less	100%*

* Plus any additional amendment charges or payment for upgraded and/or connecting travel arrangements (please refer to section 3(d) of these booking conditions).

- Where any cancellation reduces the duration of the holiday and/or the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and invoice you accordingly.

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

7. IF WE CHANGE OR CANCEL YOUR HOLIDAY

- 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. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your holiday. For example, if the minimum number of persons required for a particular holiday is not reached. However, we will not cancel your holiday less than 84 days before your departure date, except for reasons of force majeure or by reason of your failure to pay the final balance of the price.
- Please note that any change in the identity of the carrier(s), flight timings, and/or aircraft type is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours and/or a change of airports to another in the same city or region and/or a change from direct to indirect flight arrangements (or vice versa), changes to aircraft type, change of accommodation to another of the same standard.
- If we make a major change to your holiday or if we have to cancel your holiday, we will inform you or your travel agent as soon as reasonably possible before your departure. You will have the choice of either accepting the change of arrangements, or accepting such alternative holiday of comparable standard as we are able to offer if available (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. You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the alternative booking arrangements.

- d) Subject to clause 7(f), we will also pay you compensation as set out below:

	If we make a major change to your holiday	If we cancel your holiday
Period before the day of departure within which a cancellation or major change is notified to you	Amount you will receive from us	Amount you will receive from us
84 days or more	£ 0.00	Deposit only
56 to 83 days	£15.00* per person	Full refund plus £15.00* per person
29 to 55 days	£30.00* per person	Full refund plus £30.00* per person
15 to 28 days	£50.00* per person	Full refund plus £50.00* per person
8 to 14 days	£70.00* per person	Full refund plus £70.00* per person
7 days or less	£80.00* per person	Full refund plus £80.00* per person

* For holidays where the basic tariff exceeds £3000 per person these compensation figures will be doubled. Where the basic tariff is below £1000 per person, these amounts will be halved. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

- e) We will not pay you compensation where we make a major change or cancel more than 84 days before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.
- f) The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where a holiday with a higher price than the original holiday is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if a holiday is offered by us and accepted by you with a higher price than that originally booked where no additional payment is made by you. Compensation, where payable, will be paid on a pro-rata basis of the adult rate where children have received a reduced rate.
- g) We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.
- h) Very rarely, we may be forced by "force majeure" (see below) 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.
- i) The following changes detailed at clauses 7(j) to 7(n) should not be regarded as major changes:-
- j) You will appreciate that by their nature, cruises often depend for their maximum enjoyment upon the ship reacting to the prevailing conditions throughout the duration of your cruise. For this reason a flexible approach is required for such voyages. We reserve the right to make adjustments to the advertised itinerary to take into account passenger safety, comfort and enjoyment, technical and mechanical difficulties and also weather conditions including ice, sea and river conditions.
- k) The Master of any ship must at all times have paramount concern for the safety of his ship and for the safety and comfort of his passengers and crew, and for this reason he has an overriding discretion at all times to act as he sees fit. This may include a decision to change course and, if necessary, to alter the cruise itinerary. The Master may also withdraw some of the ship's services or facilities, including the closure of the outer decks and the deployment of deadlight window covers, if he determines that this is in the interest of passenger or ship safety. Subject to these booking conditions, we shall not be liable for any consequence arising from the sea or rivers, technical and/or mechanical problems arising on the ship, ice and/or weather conditions experienced during your holiday. The Master of the ship has the right to stop at any additional port(s), omit or substitute any port(s) or deviate from the advertised itinerary in any way he sees fit. Further, we cannot be responsible for any failure to meet the advertised arrival or departure times for any port(s) of call.
- l) We reserve the right to amend the advertised itineraries to accommodate closure of museums and sites/places of interest.
- m) Sea and river transit can often be subject to delay by reason of operational circumstances or prevailing local conditions or other circumstances entirely outside our control or that of the Master of the ship, and in no circumstances can we be held responsible for such delay or for any consequences.
- n) Guest speakers and other staff (whether or not advertised in our brochures) are usually booked many months in advance of the holiday and sometimes they become unavailable, even at very short notice. If this happens, we will always do our best to make suitable alternative arrangements.

Note on 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.

8. IF YOU HAVE A COMPLAINT

- a) If you have a problem during your holiday, please inform our representative (e.g. a cruise director, hotel manager, tour manager) immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Relations Department at Noble Caledonia Customer Relations Department, 2 Chester Close, Belgravia, London, SW1X 7BE or by emailing us at customerrelations@noble-caledonia.co.uk, 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.

- b) We also strongly recommend that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form, where available, whilst on the holiday.
- c) Failure to follow this simple procedure may seriously affect our ability to investigate and rectify your complaint whilst you are on the holiday or after your return from the holiday and this may affect your rights under this contract.

9. WHAT HAPPENS TO COMPLAINTS

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may, if you so wish, be referred to arbitration under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators. This scheme provides a simple and inexpensive method of arbitration on documents alone with restricted liability for costs. Full details will be provided on request or can be obtained from the ABTA website: (www.abta.com). The Scheme does not apply to claims for an amount greater than £5,000 per person and there is a limit of £25,000 per booking form. The Scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can, however, deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element of the claim. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires your tour operator to agree to mediation of your claim. The aim is to help you resolve your dispute in a quick and cost effective way. Details are available on request or from www.abta.com.

10. OUR LIABILITY TO YOU

- a) We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements. Further, we will be responsible for what our employees, agents and suppliers do or do not do if they were at the time carrying out work we had asked them to do. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.
- b) We will not be responsible for an 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 defined in clause 7 of these booking conditions.
- c) For claims that 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 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 the sub-clauses of this clause. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.
- d) In respect of international travel by air, sea and rail, or any stay in a hotel the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- e) In any circumstances in which a 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. 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.
- f) In particular, carriage by sea is governed by the Athens Convention 1974 (whether as later amended or otherwise) and any liability which we may have to you arising out of such carriage will be determined on this basis as if we were the actual or contracting sea carrier. Please note that in most cases, the Athens Convention limits liability for death and personal injury and for loss of and damage to luggage, and makes special provision for valuables. It presumes that luggage has been delivered to you undamaged unless you inform us in writing:-
- in the case of apparent damage, before or at the time of disembarkation from the ship or the time when the luggage is redelivered to you;
 - in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation from the ship or of redelivery or from the time when the luggage should have been redelivered to you.
- Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or any business losses.
- g) Please note that if you bring a claim against any person other than us (including our employees, agents, suppliers and any insurer), they shall have the benefit of the defences and limitations contained in these booking conditions, and by booking your holiday with us, you agree that we contract with you as agent or trustee for all such persons.

- h) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- i) It is a condition of our acceptance of liability that you notify any claim to us and our supplier(s) strictly in accordance with the procedure set out in clause 8. Further, 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.
- j) 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.

11. FLIGHTS, FLIGHT CANCELLATION, DELAY AND DENIED BOARDING

We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. 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) or any change in the identity of the actual carrier(s) as soon as we become aware of this. The carrier(s), flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched and 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/flightwell_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. **However, 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.** Your rights to a refund and/or compensation from us are set out in clause 7(b) above. If the airline does not comply with these rules, you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk.

12. CONDITIONS OF CARRIAGE

All services and facilities forming part of the holiday which are provided by a Supplier will be subject to that Supplier's own terms and conditions which are themselves incorporated into your contract with us. These may contain terms that affect your rights to compensation. You may ask for copies of the relevant conditions from our offices. Noble Caledonia's brochures and advertisements are our responsibility, as your tour operator. They are not issued on behalf of, and do not commit, the airlines or other carriers mentioned therein or any airline or other carrier whose services are used in the course of your holiday.

13. DATA PROTECTION

- a) In order to process your booking and to ensure that your holiday runs smoothly and meets your requirements, we may need to use your personal information such as name, address, any special needs, health, medical, mobility or dietary requirements, etc. You agree that we may pass such personal information on to other relevant suppliers of your holiday such as travel agents, airlines, hotels and transport companies. Your personal information may also be provided to security and/or credit checking companies, credit and debit card companies, government and enforcement agencies, public authorities such as customs/immigration if required by them, or as required by law. This may involve sending your personal information between different countries, including countries outside the European Economic Area (EEA) where controls on data protection may not be as strong as the legal requirements in this country. This may also apply to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. We may pass your personal information on to the relevant suppliers, whether in the EEA or not, in order that we may properly effect your booking.
- b) The personal information which you provide to us or which is obtained through your dealings with us will also be used by Noble Caledonia or by processors on its behalf to review your dealings with us including your purchasing preferences; to review, develop and improve the cruises and services which we offer; for market research purposes; and for statistical analysis.
- c) Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as explained above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for your details and give you the opportunity to say no if you do not want us to do so.
- d) We may wish to contact you by post, email or telephone with news, information and offers on our holiday products and for market research purposes. If you do not wish to receive information from us relating to Noble Caledonia's holidays or special offers please indicate this in the 'Special Requests' section of your booking form or write to us or telephone us separately. If you wish to have a copy of your personal information which we hold, please write to us at Noble Caledonia, 2 Chester Close, Belgravia, London, SW1X 7BE. Please note that we are permitted by law to make a charge for providing you with such information.

Accuracy

We endeavour to ensure that all the information and prices are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

NOBLE CALEDONIA

2 CHESTER CLOSE, BELGRAVIA, LONDON SW1X 7BE
TELEPHONE 020-7752 0000 FACSIMILE 020-7245 0388

HOW TO MAKE A BOOKING

- If you wish to make a booking, please contact us to check availability.
- You can then take out an option (a provisional booking) which will be held for up to 5 days. At this stage you are not committed to taking the holiday.
- Please read our booking conditions and complete and sign the booking form enclosed herewith. If there is any information you cannot give us at this time (ie passport or insurance details), please write TBA in the relevant space and send us the details as soon as possible.
- Your completed booking form and deposit (or full payment if the booking is made within 84 days of departure) should reach us within 5 days of your option being taken out. Otherwise the option will automatically expire.
- Details on how to make payment are shown in clause 3 of the booking conditions.
- Once your booking form and appropriate payment are received we will process your booking and send you a confirmation invoice which you should check carefully as soon as you receive it. If you have any queries or any of the details on your invoice appear to be incorrect, you must tell us straight away. Delay in notification may mean that we are unable to make changes or rectify mistakes.
- We recommend that you take into account the possibility of flight changes when booking connecting travel tickets.
- Approximately 12 weeks prior to departure we will send you 'Travellers Requirements' which contain information on passport, visa and health requirements together with other useful information regarding your holiday.
- 12 weeks prior to departure, your full balance is due. We would ask that you pay this promptly.
- 2 weeks prior to departure, final documentation will be sent to you. You should check your documentation and flight tickets carefully as soon as you receive them and notify us straight away if anything appears incorrect or missing.
- We recommend that you take out your holiday insurance at the time of booking your holiday.
- If you prefer to make your own travel arrangements, we are often able to offer a rebate for the non-use of the group flight and transfer arrangements ('Flight Credit'). If you choose this option a new invoice will be sent to you, which will confirm the removal of the flights and transfers from the holiday package, the amount of the rebate and the new holiday tariff. Please note that 'non-use of flights' means that all flights and transfers will be removed from the holiday package unless otherwise stated by us in writing. Please also note that your own travel tickets should be booked on a 'flexible' basis to allow for the possibility of changes to the itinerary and/or cancellation.

ESSENTIAL TRAVEL INFORMATION

- In order to obtain a visa your passport is usually required. Please bear in mind this in mind when timing your application. You should advise us well in advance if you will need your passport in the period 12 weeks prior to your departure.
- A full British passport presently takes approximately 2-6 weeks to obtain. Requirements may change and you must check the up to date position in good time before departure.
- Please ensure your passport is valid for the period shown above from the date of return to the UK.
- When obtaining visas you must at least have one blank page in your passport.
- At present, a Russian invitation is required in order to obtain a Russian visa. The invitations are generally ready 12 weeks prior to departure. However, we are reliant on the Russian authorities and we therefore cannot guarantee that we are able to provide a Russian invitation by a particular date although we will try our utmost to ensure that you have them in good time. Full details on how to obtain a Russian visa will be sent to you after booking.
- Visa charges often vary in accordance with how quickly you need your visa application to be processed. Accelerated visa applications for late bookings or for instances where the applicant's passport is available for a limited time may incur additional charges.
The cost of acquiring a standard single entry visa for a holiday to Russia is approximately £45.00. If you choose to use a visa agency to handle your visa application they may then charge a further handling fee of approximately £70.00 to £120.00 depending on how quickly you require your visa application to be processed. Charges for other types of visas (e.g. multiple entry) or for visas for other countries vary and may also be subject to increased rates for accelerated applications. Prices quoted are approximately correct at the time of printing.
- Information on health is contained in the Department of Health leaflet 'Access to healthcare abroad', which is available from your local Department of Health office and most Post Offices. This leaflet gives details of how to get healthcare in other countries in the European Economic Area, as well as information on the European Health Insurance Card (EHIC), which we recommend you obtain prior to your departure for any European holiday.
- It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalties being imposed on us, you will be responsible for reimbursing us accordingly.
- This visa information was compiled in October 2008. As visa requirements are subject to change at short notice we strongly recommend that you always check with the relevant Embassy or Consulate of all countries to or through which you are intending to travel.
- Please note that calls to some of the telephone numbers shown cost more than the National Rate.

VISA INFORMATION FOR BRITISH CITIZENS HOLDING BRITISH PASSPORTS

Country	Passport Validity	Visa Required?	Embassy/Tourist Office
Albania	6 months	no	020 7828 8897
Anguilla	6 months	no	n/a
Antarctica	6 months	no	020 7008 1921
Antigua/Barbuda	6 months	no	020 7486 7073
Argentina	3 months	no	020 7318 1340
Australia	N/A	yes	020 7379 4334
Austria	N/A	no	020 7245 6689
Azores	3 months	no	020 7291 3770
Bahamas	6 months	no	020 7408 4488
Bahrain	6 months	yes (issued on arrival)	020 7201 9170
Bangladesh	6 months	yes	020 7584 0081
Barbados	6 months	no	020 7631 4975
Belarus	6 months	yes	020 7938 3677
Belgium	6 months	no	020 7470 3700
Belize	6 months	no	020 7723 3603
Bhutan	6 months	yes	00975 2323 251
Botswana	6 months	no	020 7499 0031
Brazil	6 months	no	020 7390 4915
British Virgin Islands	6 months	no	020 7355 9570
Bulgaria	3 months	no	020 7584 9433
Bermuda	6 months	no	020 7499 9000
Bosnia-Herzegovina	3 months	no	020 7372 0915
Cambodia	6 months	yes	020 8451 7850
Canada	N/A	no	020 7258 6600
Cape Verde	6 months	yes (issued on arrival)	0151 255 1314
Chile	6 months	no	020 7580 1023
China	6 months	yes	020 7631 1430
Colombia	3 months	yes	020 7927 7121
Comoro Islands	3 months	yes (issued on arrival)	020 7722 1146
Cook Islands	6 months	no	020 7930 8422
Costa Rica	6 months	no	020 7168 7548
Croatia	N/A	no	020 7387 2022
Cuba	6 months	yes	020 7240 2488
Cyprus (north)	N/A	no	020 7631 1920
Cyprus (south)	3 months	no	020 7629 5350
Czech Republic	6 months	no	020 7243 1115
Denmark	6 months	no	020 7333 0200
Dominica	6 months	no	020 7370 5194
Ecuador	6 months	no	020 7584 2648
Egypt	6 months	yes	020 7235 9719
Eritrea	3 months	yes	020 7713 0096
Estonia	3 months	no	020 7589 3428
Ethiopia	6 months	yes	020 7838 3895
Falkland Islands	6 months	no	020 7222 2542
Faroe Islands	3 months	no	020 7333 0200
Finland	6 months	no	020 7584 3601
Finland	N/A	no	020 7838 6200
France	3 months	no	020 7073 1200
French Polynesia	3 months	no	09065 508 940
Georgia	6 months	no	020 7348 1942
Germany	N/A	no	020 7824 1300
Greece	N/A	no	020 7221 6467
Greenland	N/A	no	020 7333 0200
Grenada	6 months	no	020 7385 4115
Guadeloupe & St Martin	3 months	no	09065 508 940
Guatemala	6 months	no	020 7351 3042
Honduras	6 months	no	020 7486 4880
Hong Kong	6 months	no	020 7631 1430
Hungary	N/A	no	020 7235 2664
Iceland	3 months	no	020 7259 3999
India	6 months	yes	020 7836 8484
Indonesia	6 months	yes (issued on arrival)	020 7499 7661
Iran	6 months	yes	020 7937 5225
Ireland	N/A	no	020 7225 7700
Italy	N/A	no	020 7312 2200
Japan	N/A	no	020 7465 6565
Jordan	6 months	yes	0906 550 8968
Kazakhstan	6 months	yes (issued on arrival)	020 7581 4646
Kenya	3 months	yes (issued on arrival)	020 7636 2371
Latvia	3 months	no	020 7312 0040
Lebanon	6 months	yes	020 7229 7265
Libya	6 months	yes	020 7589 6170
Lithuania	3 months	no	020 7486 8401
Madagascar	6 months	yes	020 3008 4550
Malaysia	6 months	no	020 7235 8033
Maldives	6 months	yes (issued on arrival)	020 7224 2135
Mali	6 months	yes	00 32 23 45 74 32
Malta	N/A	no	020 7292 4823
Martinique	6 months	no	0207 399 3520
Mauritius	6 months	yes (issued on arrival)	020 7581 0294
Mexico	6 months	no	020 7235 6393
Moldova	6 months	yes	020 7337 8120
Montenegro	N/A	no	020 7863 8806
Montserrat	6 months	no	0990 210 410
Morocco	6 months	no	020 7581 5001
Mozambique	6 months	yes	020 7383 3300
Myanmar (Burma)	6 months	yes	020 7499 4340
Namibia	6 months	no	020 7636 6244
Nepal	6 months	yes	020 7229 1594
Netherlands	3 months	no	020 7580 3200
New Zealand	3 months	no	020 7930 8422
Nicaragua	6 months	no	020 7938 2373
Norway	N/A	no	020 7591 5500
Oman	6 months	yes	020 7225 0001
Panama	6 months	no	020 7493 4646
Papua New Guinea	1 year	yes	020 7930 0922
Peru	3 months	no	020 7235 1917
Poland	3 months	no	0870 774 2800
Portugal	3 months	no	020 7261 3770
Qatar	6 months	yes	020 7483 2200
Reunion	6 months	no	09065 508 940
Romania	6 months	no	020 7602 9777
Russia	6 months	yes	020 7229 8027
Samoa	6 months	no	01303 260 541
Saudi Arabia	6 months	yes	020 7917 3000
St Kitts & Nevis	6 months	no	020 7937 9718
St Lucia	6 months	no	020 7370 7123
St Vincent & Grenadines	6 months	no	020 7565 2874
Suriname	6 months	no	020 7235 9049
Seychelles	6 months	no	020 7935 7770
Singapore	6 months	no	020 7235 8315
Slovak Republic	6 months	no	020 7243 0803
Slovenia	3 months	no	020 7227 9711
South Africa	1 month	no	020 7925 8900
South Korea	3 months	no	020 7227 5505
Spain	N/A	no	020 7235 5555
Sri Lanka	6 months	yes (issued on arrival)	020 7262 1841
Swedan	6 months	yes	020 7836 8080
Sweden	3 months	no	020 7917 6400
Switzerland	N/A	no	020 7616 6000
Syria	6 months	yes	020 7245 9012
Tanzania	6 months	yes	020 7569 1470
Thailand	6 months	no	020 7225 5500
Tobago/Trinidad	6 months	no	020 7245 9351
Tunisia	6 months	no	020 7584 8117
Turkey	6 months	yes (issued on arrival)	020 7581 6900
Turkmenistan	6 months	yes	020 7252 1021
Uganda	6 months	yes	020 7839 5783
Ukraine	1 month	no	020 7243 8923
United Arab Emirates	3 months	no	020 7581 1281
Uruguay	6 months	no	020 7937 4170
USA	6 months	not required for MRP holders	020 7499 9000
Uzbekistan	6 months	yes	020 7229 7679
Vanuatu	4 months	no	00 878 22 33 347
Venezuela	6 months	no	020 7387 6727
Vietnam	6 months	yes	020 7937 3222
Yemen	6 months	yes	020 7584 6607
Zambia	6 months	yes	020 7589 6655
Zimbabwe	6 months	yes	020 7836 7755

The British Dependent Territories: Ascension Isl, Gough Isl, Nightingale Isl, Tristan Da Cunha, St Helena, South Georgia & South Orkney no visas are required and passports must be valid for 6 months. For further information please contact: 020-7901 2150.



NOBLE CALEDONIA

2 CHESTER CLOSE, BELGRAVIA, LONDON SW1X 7BE
TELEPHONE 020-7752 0000 FACSIMILE 020-7245 0388



NOBLE CALEDONIA

2 CHESTER CLOSE, BELGRAVIA, LONDON SW1X 7BE
TELEPHONE 020-7752 0000 FACSIMILE 020-7245 0388

CHECKLIST:

HAVE YOU?

- Contacted Noble Caledonia to check availability and held a place on trip
- Made a note of your booking reference if you have one
- Completed the booking form (attached)
- Noted any special requests in the relevant sections of the form
- Completed the Health and Fitness section of the form
- Completed the emergency contact section on the form
- Enclosed payment
- Signed the booking form

Important Note: Please do not forget to arrange your travel insurance – we strongly advise that you purchase insurance soon after your holiday booking is confirmed by us. Please refer to the booking conditions for further information.