

# NOBLE CALEDONIA BOOKING FORM

PLEASE NOTE: You may choose to complete an online booking form instead and make payments online at [www.noble-caledonia.co.uk](http://www.noble-caledonia.co.uk)  
PLEASE USE CAPITAL LETTERS THROUGHOUT AND ENSURE THAT YOU COMPLETE BOTH SIDES OF THIS FORM

<b>Booking Reference:</b>	<b>Departure Date:</b>
<b>Name of Tour:</b>	

**Lead Passenger Details: Full permanent address to which all correspondence/travel documentation is to be sent:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mobile No\*: \_\_\_\_\_

\*It is extremely helpful, especially in emergencies or in situations where there is a last minute change of plans, if you bring a mobile phone with you on your holiday.

**Second Passenger Details: Full permanent address to which all correspondence/travel documentation is to be sent:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mobile No\*: \_\_\_\_\_

\*It is extremely helpful, especially in emergencies or in situations where there is a last minute change of plans, if you bring a mobile phone with you on your holiday.

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

Title

Forename

Middle Name

Surname

Date of Birth (dd/mm/yyyy)

Place of Birth

Nationality

Passport Number

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 in line with our privacy policy but cannot be guaranteed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Second Passenger Details (as they appear on your passport):**

Title

Forename

Middle Name

Surname

Date of Birth (dd/mm/yyyy)

Place of Birth

Nationality

Passport Number

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 in line with our privacy policy but cannot be guaranteed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Room/Cabin Booked: Single/Sole Occupancy  Twin  Double**

**Cabin Category (if applicable):**

\_\_\_\_\_

Please note that not all vessels/hotels are able to offer a choice of twin-bedded and double-bedded accommodation. Please state your preference above but please note that this cannot be guaranteed.

**Room/Cabin Booked: Single/Sole Occupancy  Twin  Double**

**Cabin Category (if applicable):**

\_\_\_\_\_

Please note that not all vessels/hotels are able to offer a choice of twin-bedded and double-bedded accommodation. Please state your preference above but please note that this cannot be guaranteed.



**Lead Passenger Details Continued:**

**Emergency Contact(s)** (this must be for someone not travelling with you). Please advise the name(s) and contact details of your next of kin in case of an emergency:

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Telephone number(s) \_\_\_\_\_

Mobile number \_\_\_\_\_

Email \_\_\_\_\_

**Second Passenger Details Continued:**

**Emergency Contact(s)** (this must be for someone not travelling with you). Please advise the name(s) and contact details of your next of kin in case of an emergency:

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Telephone number(s) \_\_\_\_\_

Mobile number \_\_\_\_\_

Email \_\_\_\_\_

**Health and Fitness**

Lead Passenger:

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

Do you have any walking difficulties or mobility restrictions and/or walk with a stick or other mobility aid and/or are able to walk short distances only? 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).

\_\_\_\_\_

\_\_\_\_\_

Some 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.

**Health and Fitness**

Second Passenger:

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

Do you have any walking difficulties or mobility restrictions and/or walk with a stick or other mobility aid and/or are able to walk short distances only? 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).

\_\_\_\_\_

\_\_\_\_\_

Some 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 insurer, the relevant policy number and their emergency telephone 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 and/or a doctor's note (if one is requested by us) 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.

Lead Passenger: Insurer \_\_\_\_\_ Second Passenger: Insurer \_\_\_\_\_

Insurer's Emergency Telephone No: \_\_\_\_\_ Insurer's Emergency Telephone No: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Policy Number: \_\_\_\_\_

**Payment**

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

**Methods of Payment**

You may choose to pay online at [www.noble-caledonia.co.uk](http://www.noble-caledonia.co.uk) or you may pay by cash, cheque (made payable to Noble Caledonia Limited) or by credit/debit card.

To make card payments by telephone, please contact us on 020 7752 0000.

**Staying in Touch**

From time to time, we would like to send you details of Noble Caledonia products, offers and news which we believe will be of interest to you by email and post. Any information entered will be for the sole use of Noble Caledonia Ltd and will not be passed on to any other companies or organisations. You can opt out of receiving such information any time by emailing [info@noble-caledonia.co.uk](mailto:info@noble-caledonia.co.uk), contacting us by telephone on 020 7752 0000 or writing to us at 2 Chester Close, London, SW1X 7BE. If you consent to us contacting you in these ways and for these purposes please tick to say how you would like us to contact you:

By Post  By Email

**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**

In order to process your booking and to ensure that your holiday runs smoothly and meets your requirements, we will need to use your personal information as detailed in our privacy policy. In making a booking, you agree to the terms of our privacy policy which can be viewed at [www.noble-caledonia.co.uk/privacy-policy](http://www.noble-caledonia.co.uk/privacy-policy).

Signature (lead passenger signature only) \_\_\_\_\_ Date \_\_\_\_\_

Signature by hand only. Digital signature not accepted.

## BOOKING CONDITIONS

If you would prefer to view this document in larger font, please visit our website ([www.noble-caledonia.co.uk/booking](http://www.noble-caledonia.co.uk/booking)), where a copy of these Booking Conditions may be downloaded and may be viewed in larger font size by use of the zoom functions on your computer. Alternatively, please contact us for a hardcopy of this document in larger font size, which we will send to you by post. You may also submit your booking form online at the aforementioned web address.

These Booking Conditions, together with our Privacy Policy and 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.

### KEY POINTS

The following are a few key points from our Booking Conditions but please be sure to read the terms in full for more information including information about other important rights and obligations.

- You enter into a booking with us when we dispatch our confirmation invoice to you. If you then cancel, there will be cancellation charges. Initially, this may only be a deposit but it can go up to 100%.
- You can make changes to your booking in certain circumstances. Where we are able to agree to those changes, we may make a charge for this. We can change and cancel your booking. We will pay you compensation in certain circumstances.
- We are responsible to you for providing your holiday but there are legal limits.
- We are a member of ABTA and we provide protection for your money through our ATOL license (for flights-inclusive holiday packages) and through a bond held with ABTA (for other kinds of package holidays).

### DEFINITIONS

- **'you' or 'the Passenger(s)'** means any and all members 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, contractors, 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 and/or on your confirmation invoice, 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 significant change'** means a significant alteration to an essential term of the 'Contract' for the purposes of the Package Travel and Linked Travel Arrangements Regulations 2018, 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

- a) When you make a booking, you confirm that:-
- i) you have read and have the authority to accept and do accept on your own behalf and that of your party the terms of these Booking Conditions;
  - ii) you consent to our use of information in accordance with our Privacy Policy;
  - iii) you are over 18 years of age and where placing an order for services with age restrictions you declare that you are of the appropriate age to purchase those services.
- b) A binding contract between us will come into existence when we dispatch our confirmation invoice to you or your travel agent. Your contract is made on the terms of these Booking Conditions, which are governed by the laws of England and Wales and any claim or dispute will be subject to the jurisdiction of the courts of England and Wales.
- c) If you have any mobility restriction or other disability, medical condition, health problems or food allergies which may affect your holiday arrangements or 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. We will try to accommodate your request but we regret that we cannot guarantee to be able to do so and do not guarantee that we will be able to meet a 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 that your chosen holiday is not well suited to you and/or if we are 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 special requests and we subsequently find out that you are not of suitable fitness or health to participate in your chosen holiday, or if you fail to provide a doctor's certificate or note of your fitness to travel when asked to do so by us, 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, including but not limited to Antarctica and the Arctic, the acquisition of a doctor's certificate of your fitness to travel and/or the completion of an additional health and fitness questionnaire may be compulsory for all passengers. Some holiday packages offered by Noble Caledonia may include activities such as snorkelling, climbing, or other such 'adventurous' activities, which may be inherently riskier and/or more physically demanding than the other components of the package. In such cases, Noble Caledonia reserves the right to ask you to complete a special health and fitness questionnaire and/or a liability waiver form prior to your participation in these adventurous activities and we reserve the right to deny such participation to you or to any member of your party that has not completed such a questionnaire and/or form when asked to do so by us or if you/they do not comply with the health and fitness terms of the

questionnaire and/or form. In that event, Noble Caledonia shall not be liable for the non-provision of the activity(ies) in question or for any adverse consequences or losses arising from this. 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, comfort or enjoyment of any persons on board. In the event that an airline and/or a ship refuses passage to you (or to any member of your party) on the grounds of ill health or on the grounds of any other perceived problem with your physical or mental condition, Noble Caledonia will not be liable for any and all consequences that arise from this.

- d) 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 may allow smoking, although such policies are often restricted and may limit smoking to certain public areas or to outside areas. Smoking is not usually permitted in cruise vessel cabins or on balconies. We regret that we are unable to honour smoking/non-smoking requests where these are at odds with the policies operated by our suppliers. We regret that we are also unable to guarantee that a hotel's, airline's or vessel's smoking policies will be adhered to by other guests and we will not be liable if another guest disregards said smoking policies with the result that your comfort and/or holiday enjoyment are affected. If you are a smoker and if you do not adhere to the smoking restrictions in place on your holiday, this will be treated as a serious breach of the vessel's and/or aircraft's conditions of carriage and may result in the termination of your holiday and in the imposition upon you of fines and/or legal action.
- e) Please note that not all cruise vessels are required to carry an on-board doctor and/or on-board medical facilities and that, generally speaking, only seagoing vessels performing international itineraries and carrying over 100 persons will carry a doctor and/or medical facilities. River vessels, smaller seagoing vessels or vessels of any size that are not employed in the provision of international seagoing cruises will not carry a doctor and/or medical facilities, although they may have staff on board with basic first aid training. In all cases, the medical services provided aboard a ship will not be comparable with those that are usually found in hospitals and clinics ashore and should not be used for the treatment of ongoing medical conditions but for illnesses, injuries or other medical conditions that may arise unexpectedly during a holiday. In particular, a cruise vessel will carry only a limited supply of medicines and will be equipped with only a limited range of diagnostic and treatment facilities. Similarly, on land-based holidays the quality and accessibility of medical services will depend on local conditions and you should be mindful of this before booking your holiday and when preparing for your departure. Information about medical services overseas can be found on the Foreign Office's website: [www.gov.uk/foreigntraveladvice](http://www.gov.uk/foreigntraveladvice). If you have any ongoing medical conditions that will or may require treatment during your holiday, you should advise us at the time of booking and should bring with you on your holiday such medicines as you may require. You should also advise us if any medicines that you intend to bring with you require special storage. Please note that we cannot guarantee that such special storage will be possible unless we specifically do so in writing. You should also be aware that the international transportation of some medicines is prohibited/restricted and you should check with your doctor to make sure whether any such prohibitions or restrictions apply in relation to any medicines that you intend to bring with you on holiday.

Please also note: We are not a healthcare provider and we shall not be held liable for any sickness, injury to or death of a passenger arising from any advice, treatment, care or other services (or omission of the same) provided by a ship's medical staff (or those at a hotel, aboard a train, etc). Further, any services, medicines, consultations etc. that are provided to you by a ship's (etc) medical staff are excluded from the price of your holiday and any costs associated with the same will be payable by you aboard the ship/locally. Noble Caledonia has no control over the rates charged for all such medical services, which are determined exclusively by the medical staff in question.

- f) You may request, either at the time of your booking or subsequently, that Noble Caledonia provides upgraded and/or connecting flight arrangements and/or an extension to the advertised holiday package and/or any other such items or services that are additional to the advertised holiday package (please refer to Part 3(d) below). Where for any reason Noble Caledonia is unable to provide the requested additional services or where, if we can, the price of such is not accepted by you, this will not constitute a breach of contract by Noble Caledonia, no compensation will be payable by us and nor will this entitle you to withdraw from the holiday contract without penalty (refer to Part 6 below).
- g) When you make your booking with us, if the holiday package features accommodation options in a variety of categories, you will be able to choose your preferred accommodation category and (subject to availability) your contract will be confirmed by us on the basis that, amongst other things, we will provide accommodation in that category. Where we are able to do so, we will allocate you a particular room/cabin/compartment number within the agreed accommodation category but please note that any such allocation of an accommodation number is provisional only and does not necessarily indicate the exact room/cabin/compartment in which you are accommodated. Please also note that any change of room/cabin/compartment by us to another within the same category (or better) will be a minor change to your holiday and will not constitute a breach of contract on our part. Nor, if you have made a booking for two or more rooms/cabins/compartments for your party, will a change from adjacent to non-adjacent rooms/cabins/compartments (or vice versa). Under such circumstances, you will not be entitled to compensation or to penalty-free withdrawal from the holiday.
- h) If your holiday package includes flight arrangements, you may request, either at the time of booking or subsequently, special seating arrangements aboard the aircraft (eg. adjacent seating, window seating, extra-legroom seating, etc) and Noble Caledonia will always be happy to pass on any such requests to the airline(s) in question. Please note though that we are unable to guarantee any such seating requests and do not guarantee such requests unless we specifically promise this in writing. Please also note that the flight arrangements that we make are usually booked under group contracts with the airlines, the terms of which are set by the airlines, which, in some cases, preclude passengers from accessing

their booking(s) online in order to check-in online and/or for the purpose of submitting seating requests/reservations directly to the airline. This applies to both standard (eg. economy class) tickets and to upgraded (eg. club class, first class, etc) tickets. Please also note that some airlines will not provide services such as limousine transfers for bookings made under a group contract and that, generally speaking and unless we confirm otherwise in writing to you, we do not promise that the flight arrangements that you book with us will be of a particular standard or that your flight arrangements will entitle you to any particular facilities or services. Again, we will be happy to submit such requests to the airline on your behalf, subject to the abovementioned conditions.

- i) In the event that your holiday arrangements entail the acquisition of a travel visa(s) (or other similar document(s)), if you are a British citizen and British passport holder Noble Caledonia will notify you of this requirement when we send your confirmation invoice and other accompanying documents to you. At the same time, we will inform you about any health formalities for the destination(s) that you will be visiting. Before you book your holiday with us though, we recommend that you visit the Foreign and Commonwealth Office's website ([www.fco.gov.uk/foreign-travel-advice](http://www.fco.gov.uk/foreign-travel-advice)) for information about any visa requirements and health formalities for your holiday destination(s) or that you contact us for advice on 0207 752 0000 or by email at [info@noble-caledonia.co.uk](mailto:info@noble-caledonia.co.uk). If you are not a British citizen and British passport holder, you should check your travel documentation requirements with the relevant embassy or consulate. If the cost of your visa(s) is included in the price of your holiday, this will be stipulated in the 'price includes' section of our brochure and/or on our website. Whether or not the cost of your visa(s) is included in the holiday price, in order to acquire your visa you may first require an 'invitation' document, which is usually provided by a local agent or by a government agency at the destination in question. In some cases, Noble Caledonia may offer to acquire this invitation document on your behalf and, if we are able to provide this service, this will be stipulated in your confirmation documents and/or when we send further information documentation to you prior to the commencement of your holiday. Please note that if Noble Caledonia does offer to acquire your invitation document on your behalf, save for when this acquisition process is unsuccessful for reasons directly and solely attributable to error on Noble Caledonia's part, under no circumstances will be liable if we are unable to acquire an invitation for you. The reasons for such an inability may include but are not limited to the rejection of your invitation application for any reason by the issuing authority or agency, and erroneous, unclear or incomplete information provided by you as part of the invitation application procedure. In all such cases, including when you are unable to travel on your holiday as a result of our inability to acquire your invitation, Noble Caledonia will have no liability for any costs or other damages that you might incur and any consequent withdrawal from the holiday by you under such circumstances will be subject to cancellation fees, as per Part 6 below.

Please note: You may be required to bring with you your passport (or provide passport information) even if your holiday takes place within your country of residence or within the country that issued your passport. For example, British passport holders travelling on a holiday that takes place entirely within British territory may be required to travel with their passport as proof of identity and/or in order to comply with the safety and security procedures at ports, airports, etc. Please also note that, especially in the case of holidays that visit several countries that each require you to acquire a visa prior to departure, you may have to surrender your passport for several weeks while your applications are being processed. You should bear this in mind if you are planning on travelling overseas (or if you think that may require your passport for any other reason) in the weeks or months leading up to your holiday departure. Please also note that the travel documentation requirements and/or health formalities for your holiday may change after your booking has been confirmed and at any time leading up to your holiday departure or even during your holiday. Where this happens, we will notify you of any such changes as soon as we are reasonably able to do so but any such changes will be considered Force Majeure (see Part 7 below).

### 2. YOUR FINANCIAL PROTECTION

We provide full financial protection for our package holidays.

- a) For flight-based holidays this is through our Air Travel Organiser's Licence number 3108 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.
- b) When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, [www.abta.co.uk](http://www.abta.co.uk).
- c) Please be aware that if your holiday package purchased through Noble Caledonia is supplemented or augmented by other holiday arrangements that you have made independently, those arrangements will not be financially protected under our ATOL licence or through our ABTA membership.

### 3. PAYING FOR YOUR HOLIDAY

- a) When you make your holiday booking you must pay a deposit of 10% of the price per person. A higher deposit payment may apply to certain holiday programmes, about which you will be advised at the time of booking, and full payment of the entire holiday price (rather than a deposit) will be due if your booking is made within 90 days of departure. The balance of the holiday price must be received by us not less than 90 days prior to departure.
- b) When you buy a flight-inclusive holiday, if you book that holiday through one of our authorised travel agents all monies you pay to the travel agent are held by him/her on the behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him/her, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight through an agent, all monies you pay to the travel agent are held by him on our behalf at all times.
- c) In cases where payment is late, we will treat the holiday as cancelled by you. However, we will not cancel your holiday until we have taken reasonable steps to try to remind you that payment is overdue and to attempt to collect payment from you. If, despite our reminders, you have still not made payment we will cancel your booking and levy the cancellation charges set out in clause 6 below. Please note that we reserve the right to apply a £10.00 per person administration fee for each letter sent to you or telephone call made to you to chase your overdue payment.
- d) If you purchase upgraded and/or connecting travel arrangements with us to go with 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. You will be notified at the time of your enquiry (or as soon as is possible thereafter) whether a deposit or full payment will be required. Please note that if you are asked by us to pay a deposit only in relation to your upgraded and/or connecting travel arrangements, the date by which your balance payment for those arrangements is due may be before the date on which your balance payment is due for the holiday package (ie. such that the balance for your additional travel arrangements may be due more than 90 days prior to the commencement of your holiday, as per Part 3(a) above). Again, we will notify you at the time of your enquiry (or as soon as is possible thereafter) if your upgraded and/or connecting travel arrangements balance payment date is prior to the date for your payment of the holiday package balance. Please note that once these additional arrangements are confirmed by us this payment will be non-refundable if 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 (or in the event of our cancellation of your holiday owing to a breach of contract on your part). 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.
- e) All payments must be made in pounds sterling and all cheques must be drawn on a UK clearing bank. Please note that payments made by credit cards and debit cards issued by a non-EU bank and payments made by corporate credit cards may be subject to a surcharge equal to up to 3% of the transaction value. If you choose to pay for your holiday with such debit or credit cards, we will advise you at the time of payment of any surcharges that apply.
- f) The price of your travel arrangements has been calculated using exchange rates published on the Bank of England's website on 14th February 2020 in relation to the following currencies:

£1.00 Sterling	=	\$1.30 US Dollar
£1.00 Sterling	=	€1.20 Euro

- g) We reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:
- (i) the price of the carriage of passengers resulting from changes in the cost of fuel or other power sources; or
- (ii) the level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within 14 days of our notification to you of the surcharge. We will also provide a refund of your insurance premium(s) for your holiday 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, then any refund due will be paid to you, less an administration fee of £10. There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

- h) Please note that travel arrangements are not always purchased in the local currency and some apparent changes in currency prices will have no impact on the price of your travel arrangements due to contractual and other protections in place.
- i) 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 applicable price at the time of your booking.
- j) Supplementary excursions may be available for separate purchase and are arranged by us with local operators. They do not form a part of your contract with us and they may be subject to availability and to minimum numbers.
- k) 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

- a) It is a condition of your holiday booking that you have adequate insurance for your holiday. If you are a British citizen or British passport holder (or a citizen or passport holder of another country within the European Economic Area (EEA)) you should be entitled to state healthcare in any EEA country that you visit during your holiday and you may apply for a European Health Insurance Card (EHIC) through the UK National Health Service or other equivalent agencies in other EEA countries. Please note that EHIC is not travel insurance and that it should not be treated as an alternative to

travel insurance and will not be accepted by us as adequate insurance for your holiday with us. (Please also note that in the event of a 'no deal' Brexit, UK registered EHIC cards will no longer be valid.)

- b) You must provide us with written details of your insurance policy for your holiday, stating the policy number, the policy provider and the emergency contact number. Please ensure that this information is provided no later than 90 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 advise that you purchase insurance soon after your holiday booking is confirmed by us. If you do not acquire insurance for your holiday prior to your departure, we reserve the right to cancel your booking and apply cancellation fees as per Part 6a below).

### 5. IF YOU CHANGE YOUR BOOKING

- a) If, either before or 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 doing so 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.
- b) If we agree at your request to make changes to your holiday arrangements, we will not be liable in any way for any adverse consequences that might arise from those changes. In particular, please note that if you choose to make your own flight or other travel arrangements for your holiday and if you thereby choose to remove from your holiday package the flight(s) or other travel arrangements that were included in the advertised holiday package, in the event that your holiday is for any reason whatsoever then cancelled or changed, we will have no liability to you for any costs that you have incurred in making your own flight or other travel arrangements and will have no liability to you in the event that you incur any costs in cancelling or amending those arrangements.
- c) You may also transfer a booking to another person, provided that the new passenger is introduced by you and meets the requirements of these Booking Conditions and provided that we are notified in writing not less than 7 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(s) 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. 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 could incur a cancellation charge of up to 100% of that part of the holiday package and entail the purchase of a replacement ticket(s), etc., the availability of which is not guaranteed. Furthermore, airlines and 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. Furthermore, please note that most airlines and some other travel operators may not permit any deviations from the date(s) and/or route(s) that we have agreed with them for the purposes of providing the advertised holiday package. Where such deviations are permitted, the number of persons deviating from the agreed date(s)/route(s) may be limited and it is very likely that the airline and/or other travel operator will charge an administration fee or other amendment fee, which must be paid by you and which may be additional to any administration fee issued by Noble Caledonia. All such amendment and administration fees are non-refundable and, in the event of your cancellation of your holiday, would be additional to the fees that are described in section 6(a) of these Booking Conditions.

### 6. IF YOU CANCEL YOUR HOLIDAY

- a) You or any member of your party may cancel your holiday at any time before departure. Notification should be made in writing or via the telephone or made on your behalf by your travel agent. 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 fee as % of total holiday price payable*
90 days or more	10%*†
70 to 89 days	40%*
50 to 69 days	60%*
30 to 49 days	80%*
15 to 29 days	90%*
14 days or less	100%*

\* Plus any additional amendment charges and/or payment for upgraded and/or connecting travel arrangements (please refer to section 3(c) of these Booking Conditions).

† In the event that you cancel your holiday and in the event that notification of said cancellation is received by us 90 days or more before the commencement of your holiday, please note that (i) if the value of the payment that you made to us as a deposit for your holiday booking was less than 10% of your total holiday price, you may have to pay a further top-up amount to Noble Caledonia such that, following our receipt of said top-up payment, the total amount then paid by you equates to 10% of your total holiday price, and that (ii) if we have asked you for a deposit payment of more than 10% of your total holiday price, in accordance with section 3(a) of these Booking Conditions, that higher amount will be the value of your cancellation fee.

The cancellation charges set out above have been calculated as a genuine pre-estimate of the losses we would incur in the event you cancelled your holiday within the stipulated time period, taking into account the charges we will incur from our suppliers (some of which will be up to 100%) and the expected cost savings and income from alternative deployment of the travel services (if possible) calculated as an average charge over a period of time.

- b) Where any cancellation by you 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 as you will be liable to pay any increase in price.

**Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges and other costs that you may incur as a result of your cancellation from your insurer. You should contact your insurer for information about this at the earliest opportunity.**

- c) You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity which significantly affect the performance of the holiday or which significantly affect transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you compensation. Please note that your right to cancel without penalty in these circumstances will only apply where the UK Foreign and Commonwealth Office advises against all or all but essential travel to your destination or its immediate vicinity and where there is no prospect of an improvement in circumstances prior to the commencement of the holiday. For the purposes of this clause, 'unavoidable and extraordinary circumstances' means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

### 7. IF WE CHANGE OR CANCEL YOUR HOLIDAY

- a) It is unlikely that we will have to make any changes to your holiday but we do plan the arrangements many months and often years 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 insignificant 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 90 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 or your failure to comply with the other terms of this agreement.

**Note: The holidays that we operate are subject to various minimum numbers thresholds. However, the standard minimum numbers requirement for a holiday with us is 70% (either of the maximum capacity of the cruise vessel in question or of the maximum group size, as indicated in our brochures or on our website). Where a different minimum numbers requirement applies to your holiday we will notify you of this at the time of booking.**

- b) Please note that any change of air carrier(s), and/or aircraft type is deemed to be an insignificant change. By way of example and not limitation, other insignificant changes include a change from scheduled to charter flights or vice versa and/or an alteration to the timing of any flight(s) by 12 hours or less 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) and/or a change of connecting airports to any other, whether or not in the same city, region or country; change of cruise embarkation/disembarkation point to another in the same city or region; change of sailing schedule (including a reversal of the sailing schedule) and/or change to the excursion arrangements; change to the means of transport used on excursions; a change of cabin/compartments/room to another cabin/compartments/room of the same standard; and a change of ship, hotel or other accommodation to another of the same standard. A change of cabin/compartments/room to another within the same category and/or price bracket, whether or not on a different deck or floor and/or on a different side of the vessel/hotel, will be deemed to be of the same standard, as will a change to an alternative ship, hotel or other accommodation if it has the same star rating.
- c) If we make a significant change to your holiday or if we have to cancel your holiday, we will inform you or your travel agent as soon as is reasonably possible and, if there is time to do so before departure, we will offer you the choice of:

- accepting the changed arrangements; or
- having a refund of all monies paid; or
- if available, accepting an offer of alternative travel arrangements of comparable or higher standard from us, at no extra cost; or
- if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our notification of a significant change/cancellation. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, where we have changed (and not cancelled) your holiday arrangements we reserve the right to assume you have accepted the changed or alternative arrangements and have chosen to continue with your holiday. (Please note that where a significant change is made to your holiday arrangements within 7 days of departure, and thus where it is not possible for us to allow you 7 days to decide how you wish to proceed, a reduced time period for your decision will necessarily apply. We will allow as much time as is reasonably possible under the circumstances and will contact you again within that time period if we have not heard from you. If we have still not heard from you at the end of that time period, we reserve the right to assume you have accepted the changed or alternative arrangements and have chosen to continue with your holiday.)

- d) We will pay you compensation as detailed below, in the following circumstances:
- If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
  - If we cancel your booking and no alternative arrangements are available

Period before the day of departure within which a cancellation or significant change is notified to you	Amount you will receive from us
90 days or more	Deposit only
70 to 89 days	Full refund plus £15.00 per person
50 to 69 days	Full refund plus £30.00 per person
30 to 49 days	Full refund plus £50.00 per person
15 to 29 days	Full refund plus £70.00 per person
14 days or less	Full refund plus £80.00 per person

- e) IMPORTANT NOTE: We will not pay you compensation in the following circumstances:
- where we make an insignificant change;
  - where we make a significant change or cancel your arrangements more than 90 days before departure;
  - where we have to cancel your arrangements as a result of your failure to make full payment on time or as a result of any other breach on your part of the terms of these Booking Conditions;
  - where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
  - where we cancel or change your holiday arrangements as a result of Force Majeure;
  - where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements.

- f) We strongly recommend that any flight arrangements, train travel, accommodation arrangements etc, that you book in connection with your holiday are booked on a flexible and refundable basis, as the cost of such arrangements will not be covered by Noble Caledonia in the event that your holiday with us is cancelled or changed. Similarly, you should ensure that you retain copies of receipts and other proofs of purchase for any clothing, guidebooks, or other such items that you might purchase in connection with or in preparation for your holiday, in order that you may return said items to the retailer in the event that your holiday is cancelled or changed and in order that you are thereby better able to recover any costs that you have incurred. Compensation, where payable, will be paid on a pro-rata basis of the adult rate where children have received a reduced rate.
- g) We may be forced by "Force Majeure" (see below) to change or curtail your arrangements after departure. If this situation does occur, we regret we will be unable to pay you compensation or meet any costs or expenses you incur as a result.
- h) The following changes detailed at clauses 7(i) to 7(m) will not be regarded as significant changes:-
- i) You will appreciate that by their nature cruises often depend for their maximum enjoyment upon the ship reacting to the prevailing conditions. For this reason a flexible approach is required. 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.
- j) The Master of any ship must at all times have paramount concern for the safety of his/her ship and for the safety and comfort of his/her passengers and crew, and for this reason he/she has an overriding discretion at all times to act as he/she 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/she determines that this is in the interest of passenger or ship safety. Subject to these Booking Conditions, we shall not be liable for any consequences 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/she sees fit. Further, we cannot be responsible for any failure to meet the advertised arrival or departure times for any port(s) of call.
- k) We reserve the right to amend advertised itineraries to accommodate the closure of museums and other sites/places of interest.
- l) Sea and river transit can be subject to delay by reason of schedule changes or other delays instituted by port authorities or other local authorities; 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.
- m) Guest speakers and/or other staff (whether or not advertised in our brochures) are usually booked many months in advance of the holiday and sometimes they may become unavailable, even at very short notice. If this happens, we will always do our best to arrange a replacement speaker and/or a replacement staff member, however we may not always be able to make such arrangements.
- n) **Note on Force Majeure:** Except where otherwise expressly stated in these Booking Conditions we will not be liable and will not pay you compensation if our contractual obligations to you are affected by any unavoidable or extraordinary circumstances. Such circumstances can include, but are not limited to, war, threat of war, piracy, 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 airport, port or river authorities, changes in travel documentation requirements and/or health formalities for your holiday, industrial dispute, lock closure, natural or nuclear disaster, the actions of public enemies, fire, chemical or biological disaster, adverse weather, sea, ice and river conditions, significant risks to human health such as the outbreak of serious disease at the travel destination and all similar events outside our or our suppliers' control.
- o) Please note that the performance quality and reliability of a cruise ship's satellite and telecommunications services (including television and internet services) will usually be less than that of equivalent land-based services. Also, the availability and/or quality of performance of such services may vary according to weather conditions and the vessel's geographic location. If the performance quality of such services is reduced or if such services are unavailable for any reason, this will not be considered a significant change to your holiday and no compensation will be payable to you.
- p) **Brexit Implications:** please note that certain travel arrangements may be affected by the United Kingdom's decision to leave the European Union (in particular if the UK leaves the EU on a "no deal" basis). This could include an unavailability of certain flight routes, access to certain ports and airports, withdrawal of access for UK citizens to the EHIC programme, and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers of as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as a Force Majeure event and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.
- 8. IF YOU HAVE A COMPLAINT**
- a) If you have a problem during your holiday, you should inform our representative (eg. a cruise director, hotel manager or tour manager) immediately in order that they might endeavour to put things right. Any failure by you to report your complaint immediately to our representative may affect our ability to identify the cause(s) of your complaint and to try to resolve matters. This in turn may seriously affect your rights to any compensation. 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 2 Chester Close, Belgravia, London, SW1X 7BE or by emailing us at [customerservices@noble-caledonia.co.uk](mailto:customerservices@noble-caledonia.co.uk), giving your booking reference and all other relevant information. Please keep your letter/email 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 rectify your complaint while you are on the holiday and/or investigate your complaint after your return from the holiday and this may affect your rights under this contract.
- d) Please note that Noble Caledonia cannot be held responsible if you lose or leave behind items of luggage or other property on your holiday. We will always endeavour to find any lost property for you and return it to you if possible. Whenever we do so though it is on the understanding that Noble Caledonia is not liable for any subsequent loss of or damage to that property. Please also note that we may ask you to cover the cost of postage where appropriate.
- e) Please note that Noble Caledonia cannot be automatically held liable for any damage caused to your luggage while it is in our care or in the care of our agents or suppliers. In the event that your luggage is damaged while it is in our care or that of our agents or suppliers, it will be incumbent on you to show that said damage occurred as a result of deliberate and/or negligent action on the part of the person(s) handling your luggage and not as a consequence of a fault with the luggage item or of ordinary wear and tear, etc, or that the damage to your luggage did not occur prior to it being passed into our care or that of our agents or suppliers.
- f) We strongly recommend that you do not bring valuable possessions with you on your holiday. If you bring with you on your holiday any valuable possessions, these should be declared to the vessel's/hotel's reception representative and should be stored on your behalf in the vessel's/hotel's main safe (or other such secure facility) if one is available and you should ask for a receipt from the vessel's/hotel's representative, confirming their agreement to store your possessions. If you do not do these things this may affect your right to later claim against the vessel's/hotel's owners and/or against Noble Caledonia in the event that said valuable possessions are lost, damaged or stolen. Please note that whether or not you declare valuable possessions to the vessel's/hotel's staff, any claim made in relation to the loss/theft of or damage to such possessions will be subject to those limitations on liability that are contained in the relevant International Convention(s) and/or in the accommodation or carriage conditions of the supplier or service provider in question (see Part 10(d) below).
- g) Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see Part 9 for further details. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>
- 9. ALTERNATIVE DISPUTE RESOLUTION**
- Disputes arising out of, or in connection with, this contract which cannot be settled between us may, if you so wish, be referred to arbitration under a special scheme arranged by ABTA and administered independently by Hunt ADR. 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 ABTA's website: ([www.abta.com](http://www.abta.com)). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.
- 10. OUR LIABILITY TO YOU**
- a) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, and we don't remedy or resolve your complaint within a reasonable period of time, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: your following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected your participation in and overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- b) We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from:-
- i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or
- ii) the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unavoidable or extraordinary, or
- iii) 'Force Majeure' as defined in Part 7 of these Booking Conditions.
- c) For claims of loss of and/or damage to any luggage or personal possessions and money, the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind. For all other claims that do not involve death, illness or personal injury, the maximum amount that we will pay to you if we are found liable to you on any basis is up to three times the price paid by or on behalf of the person(s) affected in total. The maximum amount payable, as is described above, will only be payable where everything has gone wrong and you have received no benefit whatsoever from your holiday and where that holiday could reasonably be described as a "once in a lifetime" holiday (eg. an overseas marriage).
- 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 and the London 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. In addition, you agree that the operating carrier, accommodation provider or transport company's own 'Conditions of Carriage' or other such conditions of service will apply to you on that journey and/or while you are staying at a hotel, etc. When arranging transportation and accommodation for you, we rely on the terms and conditions contained within these Conventions and these 'Conditions of Carriage' and conditions of service. You acknowledge that all of the terms and conditions contained in these Conventions and 'Conditions of Carriage' and conditions of service form part of your contract with us, as well as with the transport company or accommodation provider and that those 'Conditions of Carriage' or conditions of service shall be deemed to be included by reference into this contract. Again, copies of these 'Conditions of Carriage' or conditions of service are available on request.
- e) In any circumstances in which an air carrier is liable to you by virtue of the Denied Boarding Regulation 2004 (Regulation 261/224 EC), 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:-
- i) 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;
- ii) 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 (necessary but not sufficient) 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 Part 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.
- k) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to unavoidable and extraordinary circumstances, we shall provide you with any necessary accommodation for a period not exceeding three nights per person. Where possible, this accommodation shall be of comparable standard to the accommodation booked by you under the package. For the purpose of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs in advance.
- 11. FLIGHTS, FLIGHT CANCELLATION, DELAY AND DENIED BOARDING**
- When you book a flights-inclusive package with us, we may not be in a position at the time of booking to confirm the carrier(s), aircraft type(s) and flight timings that will be used in connection with your flight arrangements. Where such information cannot be provided 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 our brochure, on our website 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 dispatched to you approximately two weeks before departure. You must 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 dispatched 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/flywell\\_en.html](http://europa.eu.int/comm/transport/air/safety/flywell_en.html)) 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 Civil Aviation Authority ([www.caa.co.uk](http://www.caa.co.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. PROMPT ASSISTANCE**
- If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance and where the need for such is not the result of a breach of the terms of these Booking Conditions by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

#### 14. DATA PROTECTION

For the purposes of the General Data Protection Regulation (EU) 2016/679) we are a data controller. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party members, their passport and insurance details, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your cruise operator, airline, hotels, credit/debit company or bank). The information may also be provided to public authorities such as customs/immigration if required by them, or otherwise as required by law. If you fail to provide us with this information, we may not be able to plan or confirm your booking so in making your booking we are entitled to assume you do not object to our doing any of the things mentioned above unless you specifically state otherwise in writing. We have appropriate security measures in place to protect the personal details you give us. You are entitled to ask us what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed; to delete, rectify, block the information we hold about you; to complete and restrict its use, and to port it to another organisation. You have the right to object to the processing of your data in some circumstances and where we have asked for consent to process your data in ways additional to those listed above (for example, for marketing purposes), you may withdraw this consent. For full details, please see our full privacy policy available on our website at [www.noble-caledonia.co.uk/privacy-policy](http://www.noble-caledonia.co.uk/privacy-policy) or write to us for a copy.

#### 15. COMMODORE CLUB

- Noble Caledonia offers Commodore Club membership to any passenger who has previously travelled with us on a holiday that was booked directly with us (ie. not via an agency or other third party). If you are a member of the Commodore Club, you must notify us of this at the time of your booking in order to qualify for any benefits of membership that might apply to your booking. Such notification should be stated on your booking form. If you do not notify us of your Commodore Club membership at the time of booking, you will forfeit these benefits and will not be entitled to claim them retroactively.
- The conditions and benefits of Commodore Club membership are exclusively determined by Noble Caledonia and we reserve the right to change those conditions and benefits or to withdraw them entirely at any time and for any reason. Any such change shall not in and of itself constitute a breach of your holiday contract, except insofar as such a change entails a change to your holiday arrangements or holiday price where that entailed change is itself in breach of the terms of this agreement.

#### 16. WAIVERS, HEADINGS AND VARIATIONS

- The rights of Noble Caledonia under these Booking Conditions shall not be prejudiced or restricted by any indulgence or forbearance extended to you. No waiver of any breach operates as a waiver of any subsequent breach.
- The headings in these Booking Conditions are for reference purposes only and do not form part of the holiday contract. They shall not affect the interpretation of this agreement and are not to be deemed to be an indication of the meaning of the clause to which they relate.
- No variation of the terms of these Booking Conditions shall be effective unless it is confirmed in writing by Noble Caledonia.

#### 17. ACCURACY AND BROCHURES/WEBSITE

- We endeavour to ensure that all information and prices that feature in our brochures and on our website are accurate, however occasionally changes and errors may 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.
- If our brochure and/or website promotional material for your holiday features any photographs of scenery, wildlife, weather/sea/river conditions, etc., such photographs are not intended as and shall not be deemed to be a specific representation of the scenery, wildlife, weather/sea/river conditions, etc., that you will experience during your holiday. Rather, any such photographs will be representative of the kinds of scenery, wildlife, weather/sea/river conditions, etc., that can be experienced on your holiday, albeit, perhaps, in a 'best case' scenario. For example, if our brochure/website advertisement for a holiday that includes one or more safari excursions pictures a tiger, this should be understood as an indication that tigers may be sighted during your holiday and that at least one potential opportunity to sight tigers will be a feature of your holiday but that such a sighting may be unlikely and may be contingent on good fortune and is not guaranteed.
- Similarly, if our brochure and/or website promotional material for your holiday features a photograph of cabin accommodation aboard a vessel or room accommodation at a hotel, etc., such photographs will be deemed to be indicative of the kind of accommodation that is available aboard the vessel or at the hotel in question but does not represent the exact accommodation in which you will stay. In particular, as many vessels and hotels are such that cabins and rooms within the same category are of non-standard size, design or layout, any photograph of a cabin or room should be understood to be broadly indicative of the kind of size, design and layout of accommodation in the same room/cabin category but should not be understood as and shall not be deemed to be a direct representation of all rooms/cabins in the same category.

**Before you submit your booking form to Noble Caledonia, we recommend that you check the Foreign and Commonwealth Office's (FCO's) advice for the place(s) that you intend to visit with us. Such advice is available on the FCO's website at: [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)**

## HOW TO MAKE A BOOKING

- If you wish to make a booking, please contact us to check availability.
- If there is sufficient availability, you can then take out an option (a provisional booking) which will be held for up to 5 working days. Once an option has been held, you will be issued with a booking reference number and an email will be sent to you with your option details. At this stage you are not committed to taking the holiday.
- You may complete our online booking form by visiting our website at [www.noble-caledonia.co.uk](http://www.noble-caledonia.co.uk) or you may complete the attached booking form and return it to us by mail.
- 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 (eg. passport or insurance details), please write TBA in the relevant space and send us the details as soon as possible.
- We recommend that you visit the Foreign and Commonwealth Office's website ([www.fco.gov.uk/foreigntravel-advice](http://www.fco.gov.uk/foreigntravel-advice)) for information about any visa requirements and health formalities for your holiday destination(s) or that you contact us for advice on 0207 752 0000 or by email at [info@noble-caledonia.co.uk](mailto:info@noble-caledonia.co.uk)
- Your completed booking form and deposit (or full payment if the booking is made within 90 days of departure) should reach us within 5 working 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 (usually within three working days) 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 will also send to you a confirmation letter, which will include information about any visa requirements or health formalities for your holiday.
- If your holiday includes flights and if the flight details are not known at the time of your booking, a letter with the flight details will be sent to you approximately 9-10 months prior to departure.
- Approximately 12 weeks prior to departure we will send you 'Pre-Departure Information Documents' which will contain further information on passport, visa and health requirements together with other useful information regarding your holiday.
- 90 days prior to departure, your full balance is due. We would ask that you pay this promptly. Please note that we do not issue payment receipts automatically. If you would like to receive a receipt, please request this at the time of payment.
- 2-3 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, refundable basis to allow for the possibility of changes to the itinerary and/or cancellation. We recommend that you take into account the possibility of flight changes when booking connecting travel tickets.

## ESSENTIAL TRAVEL INFORMATION

- In order to obtain a visa your passport is usually required. Please bear 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 minimum period described in our Confirmation Letter. This should be calculated based on the date of your return to the UK following the completion of your holiday. To accommodate any entry/exit stamps, your passport will require a minimum number of blank pages, which varies from country to country. EU citizen passport holders will usually not receive any stamps when entering another EU country. For British citizen passport holders, the exact number of blank pages required for a trip will be provided in your confirmation letter (issued shortly after booking) and reconfirmed in your pre-departure information (which will be sent to you approximately 12 weeks before departure). Passport holders of other nationalities will need to check with their nearest relevant embassy/consulate.
- In most destinations where an entry visa is required you will first need to acquire an invitation document, which will usually be issued by a local agent or by a government appointed agency. Often (and subject to the terms of the Booking Conditions) Noble Caledonia will offer to acquire this document on your behalf but please be aware that these invitations are not usually made available until approximately 12 weeks before departure.
- Visa charges vary from one country to another and often 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. For example, the cost of acquiring a standard single-entry visa for a holiday to Russia is approximately £100 to £170, depending on how quickly the visa is processed. If you choose to use a visa agency to handle your visa application, they may charge a further handling fee of approximately £200 to £350, again 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. Noble Caledonia will advise you of any health requirements that are compulsory for your journey. We also advise that if you are travelling abroad you should check recommended practice with your GP, practice nurse or travel health clinic, and check whether the international transportation of your medication(s) is subject to any restrictions or prohibitions at your holiday destination(s).
- 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 September 2019. 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.

## NOBLE CALEDONIA

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