

# Terms & Conditions

## HOW TO BOOK

A booking can be made via a booking request form on our website: [www.Titanicmemorialcruise.co.uk](http://www.Titanicmemorialcruise.co.uk) prior to making a booking you should ensure that you have read and are prepared to accept these terms and conditions, and have available the information required to make the booking.

## 1. YOUR HOLIDAY CONTRACT

- 1.1 The contract is between Hays Travel Limited, trading as Titanic Memorial Cruise ("TMC") and the Client, being any person travelling or intending to travel on a tour operated by TMC. The contract, including all matters arising from it, is subject to English law and the exclusive jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland and Northern Ireland if you wish to do so. No variation of these terms will be valid unless confirmed in writing by us. A contract will exist as soon as the Client has paid the amount required at the time of booking and TMC has accepted the booking by issuing a confirmation invoice.
- 1.2 The contract exists on these terms and conditions and covers each passenger in respect of whom the booking is made (collectively referred to as 'you' in these terms and conditions). Bookings must be accepted by TMC and cannot be accepted by any third party. TMC has the right to refuse to accept any booking even if a deposit had been paid.
- 1.3 Any cabin, room or seating booked or notified may be changed to another of equivalent or higher standard to that booked at the sole discretion of TMC.
- 1.4 This cruise is planned far in advance and the contract is booked subject to alterations that may be made as a result of events, changes of circumstances or other factors that have occurred or arisen since the cruise holiday was planned. This is dealt with further below under Alteration and Cancellation by the Operator.
- 1.5 The person making the booking warrants authority to contract on behalf of all those in respect of whom the booking is made. TMC, its employees, servants (including medical staff), agents and subcontractors, the owner and operator of the ship and any other party involved in the supply of services in connection with this contract shall all have the benefit of all rights, exemptions and limitations in these terms and conditions. In no circumstances will the total liability of all such parties exceed that of TMC.

## 2. YOUR FINANCIAL PROTECTION

We provide security for the monies that you pay, by way of an ATOL (number 5534) administered by the Civil Aviation Authority and a bond held by ABTA (our membership number is Y1218). When you buy an ATOL protected air holiday package from 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 ATOL.

In the unlikely event of our insolvency, the CAA or ABTA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit [www.atol.org.uk](http://www.atol.org.uk) and [www.abta.com](http://www.abta.com)

## 3. DEPOSIT, ALTERATIONS AND BALANCE PAYMENT

3.1 The full specified deposit must be paid to TMC at the time the booking is made. Other payments may also be due at the time of booking. Money paid to an agent of TMC for a TMC holiday is held as agent for TMC. However, payment to or acceptance of any money by a travel agent or other third party, even if an agent of TMC, does not constitute acceptance of a booking by TMC. Prior to acceptance of the booking and all payments then due TMC has no obligation to the passenger and may return or authorise the return of any payments made with no penalty and without providing a reason.

We will require a \*credit/debit card number or a cheque at the time of booking.

The payment amount due will be dependent on the date of booking in accordance with the following schedule:-

- 1st Deposit payment due at time of booking 10% of fare
- 2nd Interim payment due 7th February 2010 10% of fare
- 3rd Interim payment due 7th September 2010 10% of fare
- 4th Interim payment due 7th March 2011 30% of fare
- 5th Balance payment due 7th November 2011 outstanding balance

Upon receipt of the deposit we will issue a confirmation invoice recording the deposit amount paid and listing interim balances due and payment dates.

Final travel documents are usually dispatched 14 – 21 days before departure date.

### **Payment options**

Payment for bookings can be made using a debit or credit card (American Express, Connect, Delta, MasterCard, Maestro, Solo, Visa, and Visa Debit).

\* A transaction fee will be applied when you pay for your booking by a credit card, the charge is 2% for all cards with exception of American Express where the charge will be 4% of the total amount payable. Debit cards & cheques incur no charges.

3.2 If your booking is altered after acceptance of your deposit as a result of a request by you that has been accepted by TMC, a service charge of £100.00 per person is payable to TMC. In the case of name changes, more than 8 weeks before departure this will be charged at £100.00 per person; within 8 weeks of departure the charge is £200 per person, where accepted. In addition to this, for fly-cruises any associated costs imposed by the airline will also be due. If an alteration would result in a reduction of the price of the holiday of more than 25% this will be treated as a cancellation (see under 'Cancellation by You').

3.3 The balance of your fare is due to be paid in interim payments with the final payment being made to TMC before or on the 7th November 2011 (150 days) before departure money must be paid in sufficient time for funds to reach TMC. After this the full fare must be paid at the time of the booking. If, for any reason, any payment due after booking is not received by TMC by the date due, TMC has the right to cancel the booking, retain the deposit paid and charge a cancellation fee of the amount shown in the scale under 'Cancellation by You' applicable at the date of TMC decision to cancel.

## **4. FARES AND OTHER CHARGES**

4.1 Fares are based on operating costs at the date they are published. Published fares may be revised upwards or downwards at any time.

### **4.2 Right to surcharge**

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates, mean that the price of your travel arrangements may change after you have booked.

However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, 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, you will have the option to cancel and receive a full refund of all monies paid, except for any amendment charges.

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 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. . Failure to pay a surcharge within 14 days may be treated as cancellation by you of the booking in which case a cancellation charge of the amount shown under 'Cancellation by You' applicable on the date of TMC decision to cancel will be made

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 protection in place.

- 4.3 Most port and airport charges and taxes are included in the cost of the cruise holiday. Where these are not included, you will be advised separately. Some overseas charges and taxes may have to be paid locally by you.
- 4.4 Medical services provided on board are outside the scope of the UK National Health Service and a charge is made for these services and for drugs and other medical provisions.
- 4.5 All accounts for services and goods provided on board ship and any other amounts due which are not included in the cost of the cruise holiday must be settled before you leave the ship.

## **5. CANCELLATION BY YOU**

You may cancel your bookings subject to notice to TMC in writing and payment to TMC of a cancellation fee in accordance with the following time scale:

Period before departure within which written notice of cancellation is Received by TMC	Cancellation Charges
From the date of booking and before 7th February 2010	Deposit paid
Between 7th Feb 2010 – 6th Sep 2010	20%
Between 7th Sep 2010 – 6th March 2011	30%
Between 7th March 2011 – 6th Nov 2011	60%
Between 7th Nov 2011 – 6th Feb 2012	80%
7th Feb 2012 – departure date	100%

The effective date of cancellation is the date of receipt of written notice by TMC, Cancellation fees may be insurable. Travel insurance premiums cannot be refunded in the event of cancellation.

## **6. ALTERATION AND CANCELLATION BY OPERATOR**

- 6.1 Published details of your cruise and details at the time of booking may be subject to alteration as a result of events, changes in circumstances or other factors that have occurred or arisen since the cruise was planned. Alteration may include omitting, substituting or adding ports of call or otherwise changing the itinerary (including routing of cruise ship or flights and port of embarkation and disembarkation), schedule, cruise ship or other arrangements that form part of the holiday. Alteration of the holiday may be made of necessity or because it appears to TMC desirable for the safety, comfort or enjoyment of passengers or the operational efficiency of the cruise. Where possible and appropriate TMC will try to ensure that any changes are as limited as practical. Such alteration will not amount to material alteration of the cruise contract.
- 6.2 Where before departure it becomes impossible to provide the cruise (even by making changes) then TMC will give notice of cancellation of the holiday as soon as practical and you will be offered a refund of all monies paid under the contract or, where possible, the choice of a replacement cruise. You will also be offered these choices if we make a material alteration to the arrangements. Should

the cancellation or material change occur inside balance due date and is not for reasons of force majeure, we will also offer you compensation.

- 6.3 TMC has the right up to 160 days before departure to cancel the cruise or any part of it because the minimum number of passengers needed has not been achieved.
- 6.4 Where after departure it becomes impossible to provide any part of the cruise TMC or any other party acting as operator will make suitable alternative arrangements at no extra cost to you. If this is not possible equivalent transport will be provided back to the place of departure or on to the final destination and where the cruise holiday is curtailed for each whole day lost you will be reimbursed an amount equivalent to the daily cost of the cruise part of the holiday.
- 6.5 Where delay occurs during the holiday due to fault on the part of TMC or any other party acting as operator then alternative arrangements will be made where required to ensure the continuation of the holiday.
- 6.6 In the event of cancellation alteration or delay (including prolongation of the holiday) TMC will not be responsible for individual circumstances or arrangements, or losses arising from individual circumstances or arrangements.

## **7. CONDUCT, SAFETY AND SECURITY**

- 7.1 If it appears that you are or are becoming for any reason unfit to travel or likely to endanger or prejudice the health or safety or comfort of yourself or anyone else then a duly authorised representative of TMC or any other party involved in the supply of services under this contract may transfer you from one cabin or seat to another, restrain, confine or otherwise deal with you as may be considered necessary or refuse to embark or disembark you at any port or place. In such circumstances, you shall not be entitled to any refund, compensation or contribution to or reimbursement of travel costs or expenses of any kind and shall be liable to pay any fines, losses, compensation or other amount due to any third party. In no circumstances shall TMC have any liability for prevention of boarding of any form of transport due to a decision made by any party other than TMC.
- 7.2 TMC has the right to make, enforce and change (without prior notice) rules and policies for the conduct of passengers on board relating to matters including, but not limited to, dress, behaviour, alcohol and food. No animals, dangerous articles, or controlled or prohibited substances may be brought on the holiday.
- 7.3 For your safety and security, or that of other passengers, it may be necessary for servants or agents of TMC to search passengers, their cabins or their luggage. You will allow this to take place when authorised by the Captain or a security or other officer of the ship.
- 7.4 You will be responsible for any loss or damage caused by you during the holiday to any property or person or other third party or TMC, no matter how that loss or damage is caused. If you cause such loss or damage then TMC may require you immediately or at any time to pay to TMC an amount sufficient to cover, or on account of, any loss or damage so caused.

## **8. LIABILITY**

- 8.1 The liability of TMC and any other party that may be involved in the supply of services in connection with this contract may be limited by international conventions including those relating to carriage by sea and air.
- 8.2 Save as provided otherwise in these terms and conditions and subject to the provisions relating to liability, including limits, in these terms and conditions, all arrangements for the provision of transport of passengers, their baggage and personal property, accommodation and other services

are in addition to these terms and conditions subject to the rules, regulations, and terms and conditions of airlines and owners or operators of any other ship or vessel used and all other services such as transfer operators, hotels, etc.

- 8.3 Unless otherwise provided for by force of the law or in accordance with these terms and conditions the liabilities, obligations and responsibilities of TMC and any other party involved in the supply of services in connection with these terms and conditions shall be limited in accordance with the limits applicable to a carrier under the Athens Convention 1974 (Carriage of Passengers and Luggage by Sea), as modified and set out in parts I and II of Schedule 6 of the Merchant Shipping Act 1995.
- 8.4 The liability of TMC or any other party who may be involved in the supply of services in connection with these terms and conditions for death or illness of, or personal injury to, any passenger, or the loss of or damage to the luggage of any passenger is limited to the maximum amounts specified in Articles 7 and 8 of the Convention save in the case of valuables (as defined in Article 5 of the Convention) where no liability is accepted unless such valuables have been deposited with the carrier for the agreed purpose of safe-keeping, in which case liability will be limited as provided for in Article 8(3) of the Convention.
- 8.5 No responsibility is accepted for loss or damage caused to you by failure to perform the contract, or improper performance of these terms and conditions, where the failure or improper performance happens without fault on the part of TMC or other operator or supplier of services included in the cruise holiday booked because:
- (i) it is attributable to your fault; or
  - (ii) it is unforeseeable and unavoidable and attributable to a third party who does not supply services included in the holiday; or
  - (iii) it is due to unusual or unforeseeable circumstances beyond the control of TMC the consequences of which could not have been avoided by the exercise of due care, or an event which TMC or other operator or supplier of services could not foresee or forestall including but not limited to unusual weather or sea conditions.
- 8.6 No liability is accepted in respect of arrangements or commitments made by you or on your behalf that are not part of the cruise contract.

## **9. CLAIMS**

- 9.1 Any matter which might give rise to a problem, complaint or claim must be immediately notified to the ship or hotel Management, airline staff or other supplier of services. If the matter cannot be rectified immediately, TMC must be notified in writing as soon as possible. In any event you must give notice of any claim in writing to TMC within 28 days of the date of return. Failure to give notice in accordance with these provisions may mean that the matter cannot be properly investigated or rectified and this may affect your rights.
- 9.2 Unless a longer period is provided for by force of law, any claim shall be time barred if proceedings are not brought within 2 years of the end of the cruise.
- 9.3 Any claim or dispute arising out of or in connection with these terms and conditions or your cruise shall be dealt with in accordance with English, Scottish, Welsh and Northern Irish law and any proceedings shall be brought before the Courts of England, Wales, Scotland & Northern Ireland.
- 9.4 Some disputes involving claims up to a limited amount may (subject to the agreement of you and TMC) be referred to independent arbitration or conciliation under schemes devised by arrangement

with ABTA. Details will be supplied on request. The schemes may not apply to claims arising out of injury or illness.

1. In respect of travel by air, sea and rail and the provision of accommodation, our liability will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. Copies of the transport companies' contractual terms, or the international conventions can be obtained on request.
2. Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be 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 cost from us. Your right to a refund and/or compensation from us is set out in clause 8. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6060 [www.auc.org.uk](http://www.auc.org.uk).
3. If we make a payment to you in respect of death, injury or illness then you are expected to transfer to us the rights you have to take action against a supplier, employee or any other person. This is so that we can claim back from the supplier or employee any of the payments we have made to you. If we recover from the supplier or employee more than the amount we have paid to you we will pay the additional amount to you.
4. If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs and benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or to any one booking to £5,000.

## **10. ASSISTANCE**

At TMC's sole discretion TMC may afford you assistance if you suffer illness, personal injury or death during the period of your cruise. Such assistance may take the form of advice, guidance or initial financial aid where appropriate and subject to TMC's discretion. Any expenses reasonably incurred for you or on your behalf (including medical treatment and repatriation expenses) shall be repayable by you to TMC in full on demand (whether or not you have insurance cover for some or all of the expenses). In any case where such assistance is necessary or provided you give TMC authority to contact any 3rd party including your GP or other medical practitioner and/or your insurers to obtain any information or documentation.

## **11. MATERIAL FACTS**

It is a condition of carriage, and insurance, that all material facts have been disclosed to TMC as if TMC was an insurer. A material fact is a fact likely to influence insurers in the acceptance or assessment of insurance (for example, details of your state of health or that of a close relative). Where there is doubt as to whether a fact is 'material' then it should be disclosed.

## **12. MOBILITY AND SPECIAL ASSISTANCE**

You must give written notice to TMC at the time of booking of any disability, mobility problem, or any other condition requiring special care, attention or treatment. If any such condition arises after booking then written notice must be given to TMC as soon as possible. It may not be possible satisfactorily to accommodate you with such a condition on board a TMC cruise ship. Passage may therefore be refused to those with such a condition at the sole discretion of TMC or the operator. Children less than 6 months old and women who will be more than 28 weeks pregnant at the end of the cruise are not permitted to travel. As a person of reduced mobility if you require assistance of another person then you must be accompanied on board by an able bodied companion.

## **13. DOCUMENTARY AND MEDICAL REQUIREMENTS**

A full valid passport is required for this cruise valid for at least 6 months after the date of return to the UK. You are responsible for ensuring compliance with all necessary visa and other documentary requirements for the entire holiday, and shall have received all medical inoculations necessary (notwithstanding that TMC may provide advice on these matters from time to time). At any port or place TMC or any other party involved in the supply of services in connection with your cruise may refuse travel, accommodation, or disembark any passenger without compensation who in the opinion of TMC or any other party involved might be excluded from landing at any destination by Immigration or other Governmental Authorities or who may be suffering from contagious or infectious disease or whose presence may be considered detrimental to safety or comfort of other passengers or crew members.

## **14. ADDITIONAL INFORMATION**

- 14.1 This website is the sole responsibility of TMC. It is not issued on behalf of, and does not commit the airline mentioned or any other airline whose services are used during the course of the holiday.
- 14.3 Prices for fly/cruises quoted in this brochure are inclusive of specially negotiated airfares which are subject to availability. If no aircraft seats are available at such fares in conjunction with the cruise at the time of booking then we will endeavour to source the best available price for the fly/cruise option. Flight upgrades premium seats for fly/cruises are limited in number. They will be allocated at the time of booking, subject to availability at the time of the cruise. Aircraft configurations are subject to change and in the event of a flight operator being unable to provide premium seats on any service then any payment of or towards an upgrade supplement will be refunded in full.
- 14.4 All published itineraries are based on current airline schedules or advised charter flights. You will be notified of changes. Details of which aircraft operator will be used for your holiday booked and the type of aircraft operated cannot always be given at the time of booking.
- 14.5 Shore-based programmes and excursions may be made available in addition to your cruise holiday. These are sold on behalf of the operator of the programme or excursion and do not form part of the cruise booked unless specified. However, should TMC, its employees, servants, agents or sub-contractors, the owner and operator of the ship or any other person involved in the supply of services in connection with this contract be deemed to have any liability, this shall in all cases be subject to these terms and conditions.

These operate subject to minimum numbers of participants. If any shore-based programme or excursion does not operate, a refund of any money paid in advance may be made, but otherwise no compensation shall be payable. This does not apply in the case of excursions included as part of the cost of the cruise

- 14.6 Personal details will be held by TMC as data to enable TMC to fulfil the contract to supply your cruise holiday. Personal details supplied to TMC may also be used for marketing purposes. Marketing communications from TMC will allow you the opportunity to opt out of further communications. TMC will not disclose your personal details to third parties for marketing purposes without your express permission.

## **15. INSURANCE**

It is a requirement that travel insurance is taken out before travelling on our cruise holidays. This should cover all appropriate travel, cancellation, medical and repatriation liabilities for the holiday.