

# ALL ABOARD SHIP AHOY LIMITED

## Booking Conditions

The following Booking Conditions together with our Privacy Policy and, where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking govern your booking with All Aboard Ship Ahoy Limited, a company registered in England and Wales with company no: 11861883 and registered office address of 3 Mount Pleasant, Ruislip, Middlesex, HA4 9HF ("we" "us" and "our"). Please read them carefully as they set out our respective rights and obligations. References to "you" and "your" in these Booking Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date) or any of them.

References to "Travel Arrangement(s)" in these Booking Conditions are to the accommodation, transport, cruise, flight, activities, excursions and other services we feature on our website. References to "Supplier/Principal" means either the third-party supplier of the Travel Arrangements where we act as agent for that element or All Aboard Ship Ahoy in circumstances where we are the party providing the Travel Arrangements as principal.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she:

- a. has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**Please Note: In the majority of circumstances, we act only as an agent in respect of all booking we take and/or make on your behalf.** However, as you are making booking of multiple Travel Arrangements in such a way as to create a package holiday, we will accept responsibility for that as a "Multi-Contract Package" in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018. In some circumstances, we may act as principal for one element of your Multi-Contract Package, in which case Section B of these Booking Conditions will apply only to that element and should be read in conjunction with Section A.

As a result of the above, our obligations and terms may vary depending upon whether we act as agent or Principal for the Travel Arrangements you book with us, and we will notify you which elements of your Multi-Contract Package booking where we act as agent or principal. We have tried to set them out below as clearly as possible:

- (A) Section A contains the conditions that will apply to all Multi-Contract Package bookings you make with us;

- (B) Section B sets out the additional terms and conditions that will apply when one element of your Multi-Contract Package is provided by us, where we are acting as principal. These terms will only apply to that single element.

## SECTION A – APPLICABLE TO ALL MULTI-CONTRACT PACKAGE BOOKINGS

### 1. Your Contract

When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal of the Travel Arrangements, as specified on your confirmation invoice. Your booking with us is subject to these Booking Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with and we advise you to read both carefully prior to booking. The Supplier/Principal's terms and conditions may limit and/or exclude the Supplier/Principal's liability to you.

**Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf.** There may be circumstances where one element of your Multi-Contract Package (e.g. accommodation) is provided by us, where we are acting as Principal. Please see Clause 23 for further information.

As an agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the Travel Arrangements provided by the Supplier/Principal, unless we have sold those Travel Arrangements as Principal (please see Clause 23 for further information) or we sold them in such a way as to create a Multi-Contract Package (please see clause 2 for further information), in which case we will accept responsibility for those Travel Arrangements in accordance with Section B of these Booking Conditions.

### 2. Multi-Contract Package Bookings

As your booking is for a Multi-Contract Package, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in Section B of these Booking Conditions.

A "Multi-Contract Package" exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday:

- (a) transport; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services, **provided that** those travel services are purchased together from a single point of sale and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

This is called a Multi-Contract Package as you still have contracts with each of the individual Supplier/Principals providing the Travel Arrangements, however we, will accept responsibility for this booking as a Package Organiser.

**IMPORTANT NOTE:** Please note that where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Multi-Contract Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Component” bookings and will not be afforded the benefit of the rights under the PTRs.

Where you have booked a Multi-Contract Package, we still act as agent on behalf of the Supplier/Principals of your chosen Travel Arrangements (unless stated otherwise) but we will comply with our legal obligations under the PTRs as your Package Organiser and these are outlined in Section B of these Booking Conditions. This does not prejudice or otherwise affect our agency status with Supplier/Principals.

### 3. Booking

When you make a booking, you will have the opportunity to review/confirm all the details of the booking before making payment. Once you have reviewed and confirmed these details and made payment, we will proceed to make the booking with the Supplier/Principal. If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate on behalf of the Supplier/Principal.

Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant Supplier/Principal of your Travel Arrangements or other persons necessary for the provision of your Travel Arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies.

### 4. Payment

In order to book your chosen Travel Arrangements, you must pay a deposit as required by the Supplier/Principal of the Travel Arrangements (or full payment if booking within 90 days of departure or as requested by the Supplier/Principal).

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we or the Supplier/Principal(s) may cancel your booking and retain your deposit.

Except where otherwise advised or stated in the terms and conditions of the Supplier/Principal concerned, all monies you pay to us for Travel Arrangements will be held on behalf of the Supplier/Principal concerned.

There may be circumstances where one element of your Multi-Contract Package (e.g. accommodation) is provided by us, where we are acting as Principal. Please see Clause 23 for the terms that apply to this element.

## **5. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur, and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the Travel Arrangements that you wish to book before you make your booking.

## **6. Insurance**

It is a condition of your booking with us that you take out suitable travel insurance. Your travel insurance must cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses, as well as ensuring you have cover for any activities you have booked, including additional cover for skiing/extreme sports/adventure travel and all other activities you have booked.

If you choose to travel without adequate insurance cover, neither the Supplier/Principal nor we will be liable to you for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **7. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. We will pass your request on to the Supplier/Principal but we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the Supplier/Principal is not confirmation that the request will be met.

## **8. Fitness to Travel and Medical Conditions**

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details at the time of booking so that we can try to advise you as to the suitability of your chosen Travel Arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour.

Acting reasonably, if the Supplier/Principal is unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking on the Supplier/Principal's behalf or, if you did not give us full details at the time of booking, we will inform the Supplier/Principal who may cancel it and impose applicable cancellation charges, when we become aware of these details.

## **9. Complaints**

As the contract for your Travel Arrangements is between you and the Supplier/Principal, any queries or concerns about your Travel Arrangements should be addressed to them in the first instance. If you have a problem with your Travel Arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure, there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

If you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you.

If you remain unsatisfied, you can inform us by emailing [info@all-aboard-sa.co.uk](mailto:info@all-aboard-sa.co.uk) as soon as possible and, in any event, within 28 days of your return home whereby we will endeavour to assist in our capacity as an agent by liaising with the Supplier/Principal on your behalf.

#### **10. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, epidemics, pandemics, significant risks to human health such as the outbreak of serious disease at the travel destination (including, but not limited to the ongoing effects of Covid-19 or any new strain of the coronavirus) or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) control.

#### **11. Law and Jurisdiction**

These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

#### **12. Accommodation Ratings and Standards**

All ratings are as provided by the relevant Supplier/Principal. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

#### **13. Documentation & Information**

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier/Principal in question are intended to present a general idea of the services provided by the Supplier/Principal. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any Travel Arrangements or any other services please contact us.

#### **14. Your Behaviour**

You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in the Supplier/Principal's opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress,

danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, the Supplier/Principal reserves the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the Supplier/Principal prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## 15. Pricing

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: changes and errors sometimes occur. You must check the price of your chosen package at the time of booking.**

**Where you have booked a Multi-Contract Package, we reserve the right to increase the price of confirmed Travel Arrangements within that Multi-Contract Package solely to allow for increases which are a direct consequence of changes in:**

- (i) (i)the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) (ii)the level of taxes or fees applicable to the Travel Arrangements imposed by third parties not directly involved in the performance of the Travel Arrangements, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) (iii)the exchange rates relevant to the Travel Arrangements.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the total price of the confirmed Multi-Contract Package (excluding any amendment charges and/or additional services), you will have the option of accepting a change to another Multi-Contract Package if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements not forming part of your Multi-Contract Package. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue printed on your final invoice.

Should the price of your Multi-Contract Package go down due to the changes mentioned above then any refund due will be paid to you, less an administration fee of £50. However, please note that some apparent changes may have no impact on the price of your Multi-Contract Package due to contractual and other protection in place.

There will be no change made to the price of your confirmed Multi-Contract Package within 20 days of your departure nor will refunds be paid during this period.

## 16. Transferring Your Booking

If any member of your party is prevented from travelling on their Multi-Contract Package, that person(s) may transfer their place to someone else, subject to the following conditions:

- that person is introduced by you and satisfies all the conditions applicable to the Travel Arrangements making up the Multi-Contract Package;
- we are notified not less than 7 days before departure;
- you pay any outstanding balance payment, an administration fee of £50 per person transferring as well as any additional fees, charges or other costs arising from the transfer; and
- the transferee agrees to these Booking Conditions, the Supplier/Principal's terms and conditions and all other requirements applicable to the Travel Arrangements making up the Multi-Contract Package.
- You and the transferee remain jointly and severally liable for payment of all sums.

If you are unable to find a replacement, cancellation charges as set out will apply in accordance with clause 17. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important Note:** Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## 17. Changes and Cancellations by You

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Travel Arrangements. The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Travel Arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £50 per person per booking for any amendments to bookings and an administration fee of £50 for cancellations or as otherwise set out in the Service Charges table below. We will notify you of the exact charges at the time of amendment or cancellation.

**Please note: some Supplier/Principals do not allow changes and therefore full cancellation charges will apply.**

There may be circumstances where one element of your Multi-Contract Package (e.g. accommodation) is provided by us, where we are acting as Principal. Please see Clause 23 for the terms that apply to this element.

## 18. If You Cancel due to Unavoidable & Extraordinary Circumstances

If you have booked a Multi-Contract Package, you have the right to cancel your confirmed Multi-Contract Package before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the Multi-Contract Package or significantly affecting transport



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 any compensation.

Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity.

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.

This clause 18 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## **19. If the Supplier/Principal Changes or Cancels**

Where you have booked a Multi-Contract Package and the Supplier/Principal makes a significant change to or cancels the Travel Arrangements which form your Multi-Contract Package, the provisions of this clause 19 will apply.

Changes: If the Supplier/Principal makes minor change to your Travel Arrangements, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include change of accommodation to another of the same or higher standard, changes of transport providers.

Occasionally the Supplier/Principal may have to make a significant change to your confirmed Travel Arrangements. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of the overall length of your Travel Arrangements by more than 12 hours.
- A significant change to your itinerary, missing out one or more destination entirely.

If the Supplier/Principal has to make a significant change or cancel your Travel Arrangements, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i. (for significant changes) accepting the changed Travel Arrangements; or
- ii. having a refund of all monies paid; or
- iii. if available, and where we offer one, accepting an offer of alternative travel arrangements (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. 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 we will assume that you have chosen to accept the change or alternative travel arrangements.

## Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:



- If, where the Supplier/Principal makes a significant change, you do not accept the changed Travel Arrangements and cancel your booking;
- If the Supplier/Principal cancels your booking and no alternative travel arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us*
62 days or more	NIL
Between 61 - 42 days prior to departure	£10
Between 41 - 28 days prior to departure	£20
Between 27 – 14 days prior to departure	£30
Less than 14 days prior to departure	£40

\*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where the Supplier/Principal makes a minor change;
- where the Supplier/Principal makes a significant change or cancels your Travel Arrangements more than [ ] days before departure/start date;
- where the Supplier/Principal makes a significant change and you accept those changed Travel Arrangements or you accept an offer of alternative Travel Arrangements;
- where the Supplier/Principal has to cancel your Travel Arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by the Supplier/Principal arises out of alterations to the confirmed booking requested by you;
- where the Supplier/Principal is forced to cancel or change your Travel Arrangements due to Events Beyond Our Control (see clause 10).

If the Supplier/Principal becomes unable to provide a significant proportion of the Multi-Contract Package that you have booked after you have departed, we will, if possible, make alternative Travel Arrangements for you at no extra charge and where those alternative Travel Arrangements are of a lower standard, provide you with an appropriate price reduction.

## 20. Our Responsibilities For Your Booking

- (1) Where you have booked a Multi-Contract Package where we are acting as a Package Organiser, although we still act as agent for the Supplier/Principals of your chosen Travel Arrangements and your contract will be with the Supplier/Principals, we do sometimes act as Principal for one element of your Multi-Contract Package and we will accept responsibility for the Travel Arrangements making up your Multi-Contract Package as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below. As such, we are responsible for the proper provision of all the Travel Arrangements included in your Multi-Contract Package, as set out on your confirmation invoice. Subject to these Booking Conditions, if we or the Supplier/Principals negligently perform or arrange those Travel Arrangements and we don’t remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Multi-Contract Package you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints

procedure as described in these Booking Conditions and the extent to which ours or our employees' or the Supplier/Principal's negligence affected the overall enjoyment of your Multi-Contract Package. Please note that it is your responsibility to show that we or the Supplier/Principals have been negligent if you wish to make a claim against us.

- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- (a) the act(s) and/or omission(s) of the person(s) affected; or
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services forming part of your Multi-Contract Package and which were unforeseeable or unavoidable; or
  - (c) Events Beyond Our Control (as defined in clause 10).
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
- (a) **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.

- (b) **Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

- (c) **Claims in respect of international travel by sea and rail, or any stay in a hotel**

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include; The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel Travel Arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your Multi-Contract Package booking with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this Multi-Contract Package booking.

ii) 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.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our Supplier/Principal(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) 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.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) 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; or (b) relate to any business or (c) indirect or consequential loss of any kind
- (7) We will not accept responsibility for services or facilities which were not included on your booking confirmation or where they are not advertised in our brochure / on our website. 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.
- (8) Where it is impossible for you to return to your departure point as per the agreed return date of your Multi-Contract Package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. 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 at least 48 hours before the start of your Multi-Contract Package. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean 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 back to your departure point.

## 21. Insolvency Protection

We provide financial security for Multi-Contract Packages not including flights by way of our membership with and trust account held with the Travel Trust Association (Membership No. 7781), St Andrews House, West Street, Woking, Surrey, GU21, <https://www.thetravelnetworkgroup.co.uk/travel-trust-association>.

We work as retail agent for ATOL holders and our membership with the TTA also allows us to provide financial protection Multi-Contract Packages which include flights, by way of their Air Travel Organiser's Licence number T7173, 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 a flight inclusive Multi-Contract Package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

If you book Travel Arrangements that don't form part of a Multi-Contract Package your monies will not be financially protected. Please ask us for further details.

## **22. Prompt Assistance**

If you have booked a Multi-Contract Package and 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 with distance communications and finding alternative Travel Arrangements. Where you require assistance that is not owing to any failure 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/Principal, or 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.

### **SECTION B – THE TERMS THAT APPLY TO THE ONE ELEMENT OF YOUR MULTI-CONTRACT PACKAGE, THAT IS PROVIDED BY US AS PRINCIPAL**

## **23. Booking and Payment**

This Clause 23 substitutes Clause 1 and Clause 2, where relevant, in respect of the element that is provided by us as Principal.

A booking is made with us when you pay us a deposit (or full payment if you are booking 3 months of departure) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract

with come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you.

The balance of the cost of your Travel Arrangement is due not less than 3 months prior to that Travel Arrangement taking place. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we may retain the portion of your deposit relating to this particular element.

#### 24. If You Change or Cancel

**This Clause 24 substitutes Clause 17, where relevant in respect of the element that is provided by us as principal.**

**Changes:** If, after confirmation, you wish to change this Travel Arrangement, we will endeavour to make these changes if they are possible. Where we can meet a request, all changes will be subject to payment of an amendment fee of £50, as well as any costs and charges incurred by us and/or incurred or imposed by the relevant supplier in making in this change.

**Note:** Certain Travel Arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100% as stipulated below.

**Cancellations:** If you, or any member of your party, decides to cancel this Travel Arrangement you must notify us in writing as soon as possible. Your notice of cancellation will only take effect when it is received in writing by us and will be effective from the date on which we receive it. The person to notify us of any cancellation must be the same person that originally signed the booking form. Should one or more member of a party cancel, it may increase the per person price of those still booked for this Travel Arrangement and you will be liable to pay this increase.

Since we incur costs in cancelling your Travel Arrangement, you will have to pay the cancellation charges as follows:

Period before departure date within which written notification is received at our offices	Cancellation Charge
70 days or more	Loss of deposit
Between 69 – 49 days before departure	30%
Between 48 – 29 days before departure	50%
Between 29 – 14 days before departure	70%
Less than 14 days before departure	100%

**Note:** Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.

#### 25. Complaints

**This Clause 25 substitutes Clause 9, where relevant in respect of the element that is provided by us as principal.**

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact 020 8845 1582; 079 70970023 or email [info@all-aboard-sa.co.uk](mailto:info@all-aboard-sa.co.uk).

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

## **Standard Information Form on Traveller's Rights when booking a Package Holiday**

### **(Online Sales)**

#### **Part 1: General**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all EU rights applying to packages. We, All Aboard Ship Ahoy Limited, a company registered in England and Wales with company no: 11861883 and registered office address of 3 Mount Pleasant, Ruislip, Middlesex, HA4 9HF will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.

More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found below.

#### **Part 2: Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018**

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency number or details of a contact point where they can get in touch with the organiser or travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. All Aboard Ship Ahoy Ltd has taken out insolvency protection for multi-contract packages that do not include flights via a membership with the Travel Trust Association (membership no. 7781). All Aboard Ship Ahoy Ltd acts a retail agent for ATOL holders and our membership with the TTA also allows us to provide financial protection Multi-Contract Packages which include flights, by way of their Air Travel Organiser's Licence number T7173, issued by the Civil Aviation Authority. Travellers may contact the Travel Trust Association, St Andrews House, West Street, Woking, Surrey, GU21, <https://www.thetravelnetworkgroup.co.uk/travel-trust-association> if services are denied because of All Aboard Ship Ahoy Ltd.'s insolvency.

**Part 3: The Package Travel and Linked Travel Arrangements Regulations 2018** can be found here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

## **Standard Information Form on Traveller's Rights when booking a Package Holiday**

### **(Telephone and Offline Sales)**

#### **Part 1: General**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. This means you will benefit from the rights provided to you under UK law in relation to packages. We, All Aboard Ship Ahoy Limited, a company registered in England and Wales with company no. 11861883 and registered office address at 3 Mount Pleasant, Ruislip, Middlesex, HA4



9HF, are responsible for the proper performance of the package as a whole. In accordance with the law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the unlikely event that we become insolvent.

## **PART 2: Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018**

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
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Contract Packages which include flights, by way of their Air Travel Organiser's Licence number T7173, issued by the Civil Aviation Authority. Travellers may contact the Travel Trust Association, St Andrews House, West Street, Woking, Surrey, GU21, <https://www.thetravelnetworkgroup.co.uk/travel-trust-association> if services are denied because of All Aboard Ship Ahoy Ltd.'s insolvency.

**Part 3: The Package Travel and Linked Travel Arrangements Regulations 2018** can be found here:

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>