

# BOOKING CONDITIONS

These are the terms and conditions which apply to your holiday. Please read them and the information pages carefully as you will be bound by them.

## 1. SECURITY

Your contract is with Hurlgruten Ltd. We hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority under number 3584. In the unlikely event of our insolvency the CAA 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 the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). We are members of the Association of British Travel Agents, tour operator class ABTA V7545.

## 2. YOUR CONTRACT WITH US

When you book a holiday or flight with us the contract between us comes into effect when you or your travel agent asks us to confirm your booking. We then become responsible to provide you with the holiday or flight you have booked and you become responsible to pay for it, in each case subject to these terms and conditions.

It is important you check the written confirmation when you receive it, or if booking late that all details are as you require them. If you wish to change or cancel any arrangements later you may have to pay an amendment or cancellation charge and additional costs (see below) which may be as much as the whole of the original price of your arrangements.

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions and accept responsibility for making all payments to us for all members of the party. We will send all documents and other information to you and you will be responsible for ensuring that all other members of the party are kept fully informed. No verbal amendments may be made by either party to these written booking conditions.

If you book your holiday through a travel agent all communication must be through the agent. All money which you pay to the travel agent before we have sent you the confirmation of your booking will be held by the travel agent on our behalf.

## 3. PAYMENT

Once you have asked us to confirm your booking the total price of the arrangements you have booked is due and is payable as follows:

(i) If you book more than 8 weeks before your scheduled departure date, a non-refundable deposit of:

Hurlgruten Norwegian Coastal Voyages (Pages 20 – 45) £250.00 per person.

Hurlgruten Explorer Voyages (Pages 62 – 100) £500.00 per person.

Plus full insurance premium, if relevant, when you book and the balance 8 weeks before your scheduled departure date.

(ii) If you book less than 8 weeks before your scheduled departure date the full price is payable when you book.

• Our preferred method of deposit payment is by bank debit card or credit card. Balance payment may be made by cash, bank debit card, credit card or cheque (providing there is time to clear it to meet the payment schedule shown above – you should allow 5 working days for clearance from the time we receive it).

## Credit Card Charges

No charge will be made for deposits/insurance premiums paid by Credit or Debit Card/Switch/Delta and no charge will be made for balances paid by Debit Card/Switch/Delta. However, in line with most major operators, we will make a charge of 2% for balances paid by credit card. Please note that your booking may be cancelled if you do not make payment on time (we will not normally send reminders) and cancellation charges as set out under "If You Cancel" (see below) will be payable by you.

## 4. PRICES

All prices shown in this brochure are in pounds sterling and are per person unless otherwise stated. We reserve the right to change any of the prices quoted in this brochure at any time before you book. If we do you will be notified of any such change before you commit yourself.

We reserve the right to increase or decrease prices in line with any change in VAT, local and UK taxes, fuel surcharges, security charges or any fees chargeable for the services included in the cost of your holiday. Should it be necessary to make any surcharges, we will notify you of the relevant adjustments by issuing a new invoice. In any event we will absorb all such increases where they form less than 2% of the total cost of your holiday (excluding any insurance premiums or cancellation or amendment charges). However there will be no change within 30 days of your departure. Only amounts in excess of 2% will be invoiced to you.

In the event that any surcharge means you paying in excess of 10% more on the original cost of your holiday, you will be entitled to cancel your trip with a full refund of all monies paid (except amendment fees). Should you wish to cancel under these circumstances you must exercise your right to do so within 14 days from the date of the invoice we send you showing the increase.

## 5. INSURANCE

It is a condition of booking with us that you take out travel insurance. The insurance we have arranged is described on page 128 and unless you specifically refuse it when booking you will be automatically covered by it and the premium added to your invoice. If you do not accept our insurance you must be covered by other suitable insurance arrangements covering at least the cancellation of your booking and providing medical cover for illness or injury and repatriation while overseas. We must provide us with the name of any alternative insurers when you book with us or as soon as possible thereafter. If you have not provided us with the name of any alternative insurer within 14 days of booking (or 3 days before departure if booking late) we reserve the right to cancel your booking and refund all payments you have made to us. If you need or wish to increase cover, or add cover for any other risks, it is your responsibility to arrange this with the insurers.

## 6. IF YOU WISH TO MAKE CHANGES AFTER BOOKING

If you wish to change your travel arrangements after they have been confirmed we will do our best to help but will have no obligation to do so, other than allowing any member of your party who is prevented from travelling to transfer the booking to someone else, providing that written notice is given to us not less than 35 days before the scheduled departure date with full details of the proposed transfer. These circumstances you will remain liable with the transferee for payment of the price of the transferred arrangements, together with any additional costs arising from the transfer. In the case of any other changes you must write to us at our head office detailing the change(s) required. If you request a transfer of the booking of any member of your party, or in any other case if we can help, there will be a fixed charge of £35 per person to cover our administration costs and you will also be required to pay any other additional cost arising from the change. For example, the transfer within 56 days of departure of arrangements involving a scheduled flight will mean the cancellation and re-booking of this flight and a significant additional charge. If you change the number of people in your party, the price of the arrangements will be recalculated for the new party size. If, for example, a party is reduced in size this may mean that accommodation is under-occupied and therefore each member of the party may have to pay an increased price. You should note that any increase in price because of changes you have requested is not a cancellation charge, even though it may arise because a member of your party has cancelled and it is not therefore covered by the insurance we offer.

Any change by you to your confirmed arrangements after departure is in all cases subject to availability and any extra costs must be paid by you.

## 7. IF YOU CANCEL

Because we start to incur costs in relation to your arrangements from the time we confirm your booking, if you cancel we have to make a charge and the nearer to your departure date you cancel, the higher the charge will be. If you wish to cancel a confirmed booking you must do so by writing to our head office. We recommend "Registered Delivery". Cancellation takes effect from the day we receive your letter. Cancellation charges will be as shown in the table below (which also applies if we cancel because you have failed to make payments on time - see "Payment" section) together with the cost of any airfare for which we have had to pay at the time of the booking and will be payable immediately on cancellation.

When the cancellation letter is received by us before departure	Charges as a % of the total holiday cost (excl. insurance premiums)
56 or more days	Retention of deposit
55 – 42 days	30% or deposit if greater
41 – 28 days	50% or deposit if greater
27 – 14 days	70% or deposit if greater
Less than 14 days	100%

If you have to cancel for a reason covered by insurance (whether arranged through us or otherwise) and follow the procedure laid down by insurers, you may be able to reclaim the cancellation charges. Insurance premiums are not refundable.

## 8. IF WE MAKE CHANGES

As this brochure is published before the start of the arrangements shown in it we reserve the right to change any of the details and correct any errors at any time. If any such changes are made before you have made your booking we will advise you before we confirm your booking. The right is also reserved to change airline, aircraft types and vessels scheduled for any specific departure. Even after we have confirmed your booking we may have to make alterations to confirmed arrangements. Most such alterations will be minor and of little effect on your overall arrangements and while we will do our best to notify you of any such minor change before your departure, we will have no other liability to you. Occasionally we may have to make a significant change to your confirmed arrangements.

Significant changes include the following:

- Change of UK departure airport.  
A change from one London airport to another is not considered a major change. London airports are: Heathrow, Gatwick, Stansted, Luton and London City.
- Change of your time of departure or return by more than 12 hours.
- Change of your flight from a day flight to a night flight if this also includes a change to your departure time of 3 hours or more.†

- Change of resort.
- Change of holiday accommodation to accommodation of a lower official rating.

† For the purposes of the contract night flights are those which depart from the UK between 2200 and 0600 hours or arrive in the UK between 2400 and 0600 hours.

If we have to make a significant change, we will notify you as quickly as possible and you may then either:

- (a) accept the change and the contract between us will then be varied to incorporate the change; or
- (b) take alternative arrangements altogether (subject to availability). If the alternative arrangements selected are a lower price than those originally confirmed, the difference will (if already paid) be refunded to you. If the alternative is more expensive, then you will have to pay the difference; or
- (c) withdraw from the booking completely in which case we will, as soon as possible, refund all money paid to us.

In addition, if you choose (a) or (b) above, you will receive as compensation a credit towards the cost of your arrangements, or any alternative selected, of the amount shown in Scale A below. If you choose (c) we will pay you compensation of the amount shown in Scale B below. In cases we will have no liability for any other or greater compensation, or for expenses or losses incurred as a result of any change.

Period before departure date notification given by us	Credit/Compensation per fare paying passenger (excluding infants)*	
	Scale A	Scale B
0 – 7 days	£50	£25
8 – 14 days	£40	£20
15 – 28 days	£30	£15
29 – 42 days	£20	£10
43 – 56 days	£10	£5
More than 56 days	£5	Nil

\*The compensation scales shown above apply to full fare paying adults only. Children or others travelling at concessionary rates will receive compensation pro rata based on the concessionary price against the full adult price as shown on the confirmation.

N.B. The above does not apply when we are forced to make changes which cause you to withdraw, or to cancel your arrangements by reason of unusual and unforeseeable circumstances beyond our control and which we could not have avoided by the exercise of all due care and our only liability will be to refund, as soon as possible, all money paid to us by you. A flight delay does not constitute a change to holiday arrangements.

We are unable to accept liability or pay compensation where the performance or prompt performance of our contractual obligation is prevented or affected by reason of circumstance amounting to "force majeure" i.e. any event which we or the supplier(s) of the service(s) could not, even with due care foreseen or avoided. Such events may include, but are not limited to, war, threat of war, or civil strife, riots, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, drought, government action, airport and port regulations and closures, technical transportation problems, maintenance to vessels, scheduling of transport and similar events outside our control.

If you, or your agent, have made independent travel arrangements you accept responsibility for joining the ship in good time, regardless of any change to the sailing time or date, or to the itinerary. We are not able to refund monies paid to us, or any third party acting on our or your behalf, or make compensation or other payments where, for whatever reason, you fail to join the ship.

## 9. OUR LIABILITY TO YOU

We accept liability for any damage caused to you or any person in your party by the failure to perform, or the improper performance, of the contract made when your booking is confirmed (subject to any changes subsequently agreed between us) unless:

- (a) the failures which occur in the performance of the contract are attributable to you or some other person in your party;
- (b) such failures in performance are attributable to a third party unconnected with the provision of the services contracted for and are unforeseeable and unavoidable; or
- (c) such failures are due to:
  - (i) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (ii) an event which we, or the supplier of the services (if not us) could not foresee or forestall even with all due care.

Our liability, except in cases of death, injury or illness, shall be limited to the lesser of:

- i) the maximum of twice the cost of your travel arrangements.
- ii) the minimum amount payable in accordance with and/or in an identical manner to:
  - (a) the contractual terms of the companies that provide the transportation for your travel arrangements, which are expressly incorporated into the contract and also form the terms and conditions of separate contracts between you and the carrier.
  - (b) any relevant international conventions, including the Warsaw Convention 1929, whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999, or otherwise, or the Montreal Convention 1999. Carriage of passengers and their luggage by sea is governed by the Athens Convention 1974, and in respect of carriage by rail by the Berne Convention and in respect of

provision of accommodation by the Paris Convention. We are to be regarded as having all benefit of any limitation of compensation contained in these, or any other conventions, including claims for death, injury, delay to passengers and loss, damage and delay to luggage. You may ask for copies of the transport companies' contractual terms or the international conventions from our offices at 3, Shortlands, London, W6 8NE.

## 10. COMPLAINT PROCEDURE

If you have a problem during your holiday concerning any service provided as part of the arrangements we have confirmed, you must, in compliance with EC legislation, inform our local representative (or if none with our local agent or hotel manager) immediately to enable them to try to resolve the matter. If this cannot be achieved it is essential that you notify our head office in writing, quoting the booking reference number, at the earliest opportunity and no later than 28 days after your return to enable any complaint to be investigated.

In the unlikely event that any complaint cannot be settled between us you may if you wish be referred to Arbitration. This special scheme devised by arrangement with the Association of British Travel Agents is administered quite independently by the Chartered Institute of Arbitrators. It applies if your claim is for not more than £5,000 per person or £25,000 per booking form and does not involve physical injury or illness. The scheme provides for a simple and inexpensive method of arbitration on documents alone with limited customer liability on costs. Full details are available on request or from the ABTA, 68/71 Newman Street, London W1T 3AH or [www.abta.com](http://www.abta.com).

## 11. INDEMNITY

When you book arrangements with us you accept responsibility for the proper conduct of yourself and your party. If your actions or omissions cause damage to any property in the provision of the contracted arrangements, or cause delay or diversion to any flight or other means of transportation, you agree to fully indemnify us against any claim (including professional fees and legal costs) made against us by or on behalf of the owner of such property or the operator of the flight or other means of transportation.

The Captain of an aircraft or Master of a ship has authority over the aircraft/ship and passengers at all times when they are boarding or on board. He/she may prevent you from travelling if, for example, it is considered you are unfit to travel or pose a danger to, or threaten the good order of the aircraft/ship/other passengers. In these circumstances your holiday will be considered terminated and there will be no liability on our part, or that of any supplier, for any refund, compensation, or costs you may incur. Additionally, we will have the right to recover full costs resulting from the incident from the passenger.

## 12. JURISDICTION AND LAW

The contract arising from any confirmed arrangements is to be interpreted according to and subject to the laws of England and both you and we agree to submit any claim or dispute under or concerning it to any Court having the relevant jurisdiction in England.

## 13. EXCHANGE RATES

The following exchange rates have been used in calculating known costs for prices in the brochure, as quoted in the Financial Times Guide to World Currencies on 28 Aug 2008 Norwegian Kroner (Nok) 9.85370 Euros 1.24370.

## 14. BROCHURE VALIDITY

This brochure was published in October 2008 and the details and prices contained in it are valid from October 2008 – March 2010 but may be superseded by subsequent brochures.

## Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we, Hurlgruten Ltd, need to use the information you provide such as name, address, any special needs/dietary requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, ships, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

Please note that where information is also held by your travel agent, this is subject to your agent's own data protection policy.

Hurlgruten Ltd may wish to contact you by post, e-mail and/or telephone with news, information and offers on its voyages and other holidays we may have available and for market research purposes. If you prefer not to be contacted for the purposes set out above then please contact the Customer Data Controller, Marketing Department, Hurlgruten Ltd, 3 Shortlands, London, W6 8NE.

If you wish to obtain a copy of the personal information held about you, please write to the above address. Hurlgruten Ltd may make a small charge for supplying this information as permitted by law.