

# Hebridean & Discover Travel Shop

## Terms and Conditions

**Discover the World Marketing Travel Pty Ltd (DTWM)** trading as Discover Travel Shop (DTS) is not itself a carrier or hotelier nor do we carry on business as an airline, a shipping company, a coach or bus company, a railway, a hotelier or provider of any kind of transport or accommodation. DTS is an agent only and exercises every care in the selection of reputable airlines, shipping companies, coach and bus operators, railways, hoteliers, and other suppliers of the various travel and associated services which are used on these tours. It is important to note therefore that all bookings made by DTS on behalf of passengers are subject to the terms and conditions and limitations of liability imposed by such airlines, shipping companies, coach and bus companies, railway, hoteliers and other service providers whose services are utilised, most of which limit or exclude liability in respect of death, personal injury and delay and loss of or damage to property including baggage.

DTS strongly recommends that you check the terms and conditions in your contract with the airline, shipping, coach and/or bus companies concerned before making the booking, as you will be bound by them once you have paid the earlier of your booking deposit or the tour price.

DTS also strongly recommends that you take our comprehensive travel insurance against those and other risks (see point 12 below). DTS always does its best to make sure that your holiday arrangements are satisfactory and DTS accepts liability for, but only to the extent of, any loss or damage sustained by you as the result of our negligence or that of our employees. However, DTS does not accept any liability whatsoever of nature for the acts, omissions or defaults whether negligent or otherwise of any such airline, shipping company, coach or bus company, railway, hotelier, or other person providing services in connection with your holiday pursuant to a contract between any one of them and yourself (which may or may not be evidenced in writing by the issue of a ticket, voucher, coupon or the like). NOTE: Nothing in the provisions of this clause shall diminish, vary or reduce any right or remedy which you may have by virtue of the provisions of the Australian Trade Practices Act or any other applicable consumer protection legislation.

## Hebridean Island Cruises Ltd Conditions of Business

### Fair Trading Conditions issued April 2019

Travel with Confidence

#### 1 THE CONTRACT

1.1 the contract is between Hebridean island cruises Limited ('the company') and each person booking with the company (including the parents or guardian of any person under 18 years of age) ('the Passengers'). Please note that information contained in the section headed 'General information' in our brochure or in these or any other comparable sections, and any other relevant information on our website also forms part of your contract with the company.

1.2 the Lead Passenger warrants as a fundamental term of the contract that he/she has read and agrees these terms and conditions and has the authority by each Passenger named on the confirmation invoice to be bound by them. Unless otherwise indicated, the Lead Passenger warrants that the Passenger information given may be used by the company or its partners for future marketing purposes.

1.3 a binding contract comes in to place when you pay the full deposit (or where appropriate the full price) and a confirmation invoice is issued even if the company is unable to confirm all holiday details (e.g. flights) at the time of booking. A confirmation invoice will be sent to the Lead Passenger.

1.4 all details on the confirmation invoice (and on any additional documents produced by the company) will be deemed to have been accepted unless the company receives notification to the contrary from the Lead Passenger immediately that the confirmation invoice is received. If you have not received your confirmation invoice within 7 days

of booking your cruise please contact us immediately. If any errors are not immediately identified and reported, any cost of rectifying the same at a subsequent date must be met by the Passenger. Please note that Passengers not following these instructions will be fully liable for any costs that may subsequently be incurred in rectifying errors at a later date. In the case of flight tickets and e- tickets these must be checked by Passengers and the company must be notified of any errors immediately.

1.5 it is expressly agreed that all Passengers and their luggage are carried subject to the conditions of carriage of the airlines and shipping company used, some of which limit or exclude liability. Any compensation payable by the company for non- performance or improper performance of land, sea and air carriage services shall be limited in accordance with the international conventions which govern such services by the carrier.

1.6 for bookings made through an approved ABTA travel agent, the agent holds any monies paid on behalf of the company.

1.7 the company reserves the right to cancel bookings and levy cancellation charges on the scale in section 7 below if balance payments are not received in full at least 16 weeks before departure or by return post/credit or debit card for bookings taken less than 17 weeks before departure.

1.8 travel insurance (where purchased through us or directly with a third party) does not form part of your contract with the company or of any 'package'.

1.9 the contract and all other proceedings arising out of or in connection with it shall be governed by English law and the jurisdiction of the English courts. Passengers may, however, choose the law and jurisdiction of Scotland or Northern Ireland if they so wish. if and in so far as a claim against the company is governed by the convention on Limitation of Liability for Maritime claims 1996 (LLMC 96) as amended by SI 1998/1258 in respect of river cruises or EU regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents (EU 392/2009) and the Athens convention 2002 for international carriage by sea or in respect of non-international carriage by sea the Merchant shipping (convention relating to the carriage of Passengers and their Luggage by sea) Order 2014 in the court competent to hear such claims.

## 2 THE BOOKING PROCESS

2.1 a deposit of 25% of the total fare due, or full payment for bookings taken within 112 days of departure, is due on booking. A higher amount may be payable if any supplier(s) require additional payments for a service prior to the balance due date. Payment of a deposit means acceptance of these Booking conditions. The company takes no responsibility for credit card or foreign currency transaction processing fees levied by issuing banks.

2.2 if the deposit and/or balance are not paid on time, the company reserves the right to cancel the contract and apply any cancellation charges set out in section 8.

2.3 Passengers must be fit to travel. Any passengers with reduced mobility or with other physical or mental disabilities or conditions which may require special treatment or assistance (including Passengers who may require the use of a wheelchair) must advise the company prior to the booking. They may be required to complete a questionnaire and upon receipt of which they may be asked to accept additional Booking conditions before a confirmation invoice is issued and a contract entered into. see section 10.

2.4 the company may (at its discretion) offer Passengers at the time of booking a guaranteed cabin booking (a 'Guarantee cabin'). under such offers a Passenger is guaranteed to receive a cabin of a specified type although the precise location of the cabin is at the company's discretion. The company may (at its discretion) upgrade a Guarantee cabin to a higher category cabin at no additional cost to the Passenger.

the company may allocate specific cabins under guarantee offers at any time up until the Passenger arrives on the vessel at the port of embarkation.

Once Guarantee cabins have been allocated, the company is unable to accept Passenger change requests. If Passengers book one or more back-to-back cruises and one or more cruise includes Guarantee cabins, it is possible that Passengers may be allocated different cabins on each cruise and may need to move between cabins on changeover day(s).

### 3 PRICES AND SURCHARGES

3.1 the company reserves the right to alter the published prices of any of the holidays.

Passengers will be advised of the current price of the holiday that they wish to book before any contract is confirmed. The price of the travel arrangements may change after booking due to increase in costs. The company undertakes that no changes to the price will be made within 30 days of departure.

3.2 the company will absorb and the Passenger will not be charged for, any increase equivalent to up to 2% of the total holiday cost (excluding insurance premiums and/or any amendment charges). the company may, at its discretion, and subject to the approval of the relevant authority(ies), charge the Passenger any increase above 2% in respect of (i) transportation costs, including the cost of fuel, (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or (iii) the exchange rate applied to the package. If the increase is more than 10% of the price of their travel arrangements, Passengers will have the option of accepting a change to another holiday or cancelling and receiving a full refund of all monies paid, except for any insurance premiums and amendment charges. If the company is able to offer another holiday and this alternative holiday is of equivalent or higher price to the original holiday booked, then the Passenger will not have to pay more. If the alternative holiday is a lower price, the Passenger will be refunded the difference. Should Passengers decide to cancel their holiday under these circumstances, they must do so within 14 days of the date of the invoice for the additional charge or such other period as may be specified.

3.3 should the total cost to the company of a Passenger's holiday fall by more than 2% due to any of the changes mentioned above then the company will pass on to Passengers any refund due. Passengers should note that travel arrangements are not always purchased in local currency and some changes in local currency costs may have no impact on the price of Passengers' travel due to contractual and other protection in place.

3.4 all outstanding balances on on-board accounts must be settled in full before the Passenger disembarks the vessel. If any Passenger fails to settle their on-board account then the company shall be entitled to take whatever steps may be necessary to recover the monies due and shall be entitled to pass on any costs incurred in doing so.

### 4 OUR RESPONSIBILITY AND SHORE EXCURSIONS

4.1 except where otherwise expressly stated in these booking conditions, we regret that the company cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of force Majeure. In this contract, "force Majeure" includes any event which the company or any supplier of the service(s) in question could not even with all due care, foresee or avoid. such events may include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, technical problems with transport, closure of airports, ports or airspace, changes of schedules by airlines, adverse weather conditions, epidemics, health risks and pandemics, fire, closed or congested airports or ports and all similar events outside the control of the company and our suppliers.

4.2 the company is not responsible for any improper or non-performance of any services of the package holiday which are wholly attributable to the fault of the Passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any of the services to be provided under the contract; unusual and unforeseeable circumstances beyond the control of the company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force Majeure; or any event which the company and / or relevant suppliers could not even with all due care have foreseen or forestalled. In the event that the company is responsible for any death, injury or illness caused by the negligent acts and / or omissions of its suppliers of services which form part of the Package then the company limits its liability, where applicable, by the international conventions.

4.3 Where death and or personal injury and or loss of or damage to property occurs during carriage by air or by sea then the liability and the extent of damages recoverable will be dealt with by their conditions of carriage and the international conventions set out in sections 11 and 12 and not otherwise.

4.4 Where there is any loss of or damage to property including luggage which is not covered by any international convention and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that the company may have for any such losses or damage will not exceed £500 per Passenger.

4.5 notwithstanding anything to the contrary elsewhere in this contract, the company shall not in any circumstances be liable to the Passenger for any loss or anticipated loss of profit, loss of revenue, loss of use loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

4.6 Where the company provides or sells a shore excursion to the Passenger the Passenger shall be bound by the terms and conditions of the supplier of the shore excursion supplier.

4.7 the company does not perform shore excursions which it sells to Passengers. These are performed by local operators who may themselves engage the services of third party suppliers. The company will at all times endeavour to appoint reputable and competent operators who comply with all prevailing local rules, regulations and standards. It should be noted that, outside the UK, standards of hygiene, accommodation and transport might differ from comparable standards in the UK.

4.8 Local laws and regulations of the relevant country will be applied to assess the performance of suppliers and the company. The company's legal obligations will have been performed if the supplier has complied with local laws and regulations even if the laws of England have not been met.

4.9 in the event of an excursion being cancelled, the company will take all reasonable steps to ensure that Passengers are offered a choice of an alternative excursion and/or a full refund in the case of supplementary excursions.

4.10 the company is not responsible for the performance of and has no liability for shore excursions which are not sold by the company. Passengers are advised to take great care in purchasing shore excursions from third parties in the ports to ensure they are safe and are covered by insurance.

## 5 INSURANCE

5.1 it is a condition of booking that you are adequately insured when travelling with us. Via our insurance specialist partner we recommend excellent, fully comprehensive insurance policies. Please call international travel and Healthcare for details on 01689 892291.

5.2 Before departure we will require you to give us details of your travel insurance company and the policy number. you must ensure that your policy offers cover which is at least as comprehensive as the policy that we recommend, and which as a minimum, covers cancellation for the total value of the holiday, delay, curtailment, medical charges and repatriation costs for not less than £5 million. you should also ensure that you are covered for any pre-existing medical conditions. you shall be responsible for indemnifying us in full in respect of any costs that we incur as a result of your failure to have adequate, appropriate and comprehensive travel insurance. We reserve the right to decline any booking where adequate insurance has not been arranged.

## 6 PASSPORTS & VISAS

6.1 it is the responsibility of all Passengers to check and fulfil the passport, visa, and immigration requirements applicable to their itinerary. the company can only provide general information and Passengers must check requirements for their own specific circumstances with the relevant embassies and/or consulates as applicable. Our consular services department can obtain visas for British citizens for the countries that require them prior to departure. Other nationalities should check passport and visa requirements for their own specific circumstances with the relevant embassies or consulates as applicable.

6.2 Passengers must understand that passport, visa and immigration requirements do change. Passengers are responsible for checking the up to date position in good time before departure.

6.3 for Passengers leaving the UK, the company requires a full 10 year British passport valid for at least six months after the date of return for all UK citizens. Passengers who are not British citizens or who hold a non British passport, must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which they intend to travel.

6.4 all Passengers must ensure that they have the correct travel documents in their possession before departure. Passengers may incur fines if they fail to comply with documentation or visa requirements. The company will re-charge to the Passenger any such fines that have been paid by the company on the Passenger's behalf.

6.5 the company does not accept any responsibility for Passengers who are denied disembarkation or are unable to travel, or who incur any other loss because they fail to comply with any passport, visa, or immigration requirements. Cancellation of any part of the holiday that arises due to problems with visa/passport, or immigration requirements will be subject to cancellation charges set out in section 8.

## 7 CHANGES TO BOOKING DETAILS BY PASSENGERS

7.1 the company will do its utmost to ensure that amendments requested by Passengers are accommodated, but the company makes no guarantee that these requests will be met. Any change request must be made in writing by the Lead Passenger and the company reserves the right to pass on the costs of making any such changes. Passengers must be aware that charges associated with amendments are likely to increase nearer to the date of departure.

7.2 additional Passengers or cruises may be added to a booking at any time subject to availability. In each case a deposit (or full payment, as relevant) per additional Passenger will be required by the company and all other booking conditions must be met before the new contract exists.

7.3 requests for significant amendments to booking details (e.g. change of ship or sail date) received before the balance due date will be treated as a new booking. at the company's sole discretion, the original booking will either be deemed cancelled (and be subject to the cancellation charges set out in section 8), or will be deemed amended (and be subject to an amendment fee of £75 per Passenger). any deposit paid, discount applied or promotion applicable to a booking that is cancelled or amended will only be transferred to a new booking at the company's discretion.

7.4 for minor amendments to booking details received before the balance due date (e.g. Passenger name changes) an administration charge of £50 per Passenger affected will be charged. If name changes are required to scheduled flight details, the charge may be significantly more than £50 per Passenger and will be quoted on request. Passengers should also be aware that airlines may not allow transfer of Passenger names and in such cases a flight booking might need to be cancelled and rebooked, subject to availability, and at the Passenger's expense.

7.5 after an amendment is applied a new confirmation invoice will be issued at which point the contract will be deemed to be amended accordingly.

## 8 CANCELLATION BY A PASSENGER

8.1 a Passenger may cancel a booking at any time. Cancellation will take effect when the company has received written notice of cancellation signed by the Lead Passenger. Cancellation charges payable to the company are:

Period before departure within which the company receives notice	Cancellation charge per passenger
After payment of deposit	Loss of deposit
112 to 60 days before departure	60% of invoiced charge
59 to 29 days before departure	90% of invoiced charge
28 days before departure up to date	100% of invoiced charge

8.2 A Passenger will not have a right to exclusive occupancy of a cabin with two or more berths unless any applicable single occupancy premium has been paid. In the event of a Passenger becoming a single occupant of such a cabin due to a cancellation, he/she will become liable to pay any applicable single occupancy premium. Passengers are advised that certain reasons for cancellation are covered by their travel insurance.

## 9 CANCELLATION OR ALTERATION BY THE COMPANY

9.1 the company reserves the right at its sole and absolute discretion at any time to cancel, postpone or alter without prior notice or consultation any cruise in whole or in part in order to safeguard its Passengers, its crew, its employees or the vessel in the event of war or threat of war, political unrest, terrorist activity or threat of terrorist activity, nuclear disaster, riots, civil strife, adverse weather conditions or other similar events ('force Majeure') or for any other valid operational reason. If the majority of ports that the company aims to visit during any one cruise have to be changed on foreign Office advice before the cruise commences, the company undertakes to offer Passengers an alternative cruise or refund of the cost of their cruise in full.

9.2 if under clause 9.1 the company cancels a cruise before the scheduled departure date it will offer, when possible, a subsequent alternative departure of similar standard (which must be accepted in writing within 14 days of the offer being made), or the choice of a full refund of all monies paid.

9.3 if under clause 9.1 the company cancels a cruise after the scheduled departure date, it will return all Passengers as soon as practicable to the UK and make a proportional refund for any unused services and any nonrecoverable expenses incurred.

9.4 in any of the circumstances mentioned above the company shall not be liable to pay any compensation, nor shall Passengers have any further claim against the company.

9.5 the company and the Master of the ship are unable to guarantee that the ship will call at every advertised port or follow every part of the advertised route. They will at all times endeavour to maintain the advertised programme but reserve the right at their sole discretion to make any alternations they deem necessary.

9.6 the company also reserves the right to cancel any cruise by giving written notice at least eight weeks before departure if sales of that departure have not reached 70% of capacity. under such circumstances clause 9.2 will apply and the company shall not be liable to pay compensation, nor shall Passengers have any further claim against the company.

9.7 the company reserves the right at its sole and absolute discretion to use a substitute ship of similar standard to the original ship should it prove necessary to do so.

9.8 in addition to the rights of the company, aircraft and ship's captains always have the right at their absolute discretion to vary any planned routing without prior notice or consultation if they deem it necessary to do so in the interests of safety.

9.9 if for any reason details of a cruise have to be altered before departure (and subject to clause 9.1) the company will notify the Lead Passenger as soon as possible.

9.10 the company will not be held responsible for, nor have liability in respect of, delays caused by third parties during passage through sea areas controlled by vessel traffic schemes, canals, rivers or any other navigable waterways.

## 10 FITNESS TO TRAVEL ON THE CRUISE SHIP, PREGNANCY, BEHAVIOUR, DISABILITY OR REDUCED MOBILITY, MEDICAL AND MOBILITY EQUIPMENT

10.1 the company's priority is the comfort and safety of its Passengers who are asked to provide prior to booking as much information as possible regarding any assistance that may be required in the port, during embarkation and on board the vessel. This information is required in order to ensure that Passengers are carried safely and in accordance with applicable safety requirements established by competent authorities including flag state.

10.2 every Passenger warrants that he/she is fit to travel by sea and inland waterways and that his conduct or condition will not impair the safety of the ship or inconvenience other passengers. the company reserves the right to

require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national laws.

10.3 the company and the carrier are entitled to administer a health questionnaire prior to boarding. All Passengers must follow the vessels instructions and procedures relating to all matters including health, safety, hygiene and security. Any Passenger boarding a ship at initial embarkation who has not filled in the required pre-boarding health declaration must inform the company of any sickness and/or diarrhoea experienced less than 72 hours prior to embarkation. In the interest of Passenger's safety the company reserves the right at its discretion, to refuse boarding. In such circumstances the company shall not be liable to pay any compensation, nor shall Passengers have any further claim against the company. The company and the carrier are entitled to request Passengers to remain in their cabins in the event of illness which is or may be infectious. Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 23 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. the company ships cannot for safety reasons carry pregnant Passengers of 24 weeks or more by the end of the cruise. the company and the carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the company and/or the Master are not satisfied that the Passenger will be safe during the passage.

10.4 in the event of illness or accident, Passengers may have to be landed ashore by the company and/or Master for medical treatment. The company makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed. Medical facilities and standards vary from port to port and the company makes no representations or warranties in relation to such standards.

10.5 Passengers should be aware of the following important information:

the ship does not have disabled cabins or cabins that accommodate wheelchairs

cabin door widths are too small for wheelchairs and only collapsible wheelchairs can be stored in cabins

Only collapsible wheelchairs can be carried on board the ship

there is no lift on board

each external door has a lip and therefore wheelchairs cannot be used freely around the vessel therefore access around the vessel is restricted and limited

the ship is not suitable for full time wheelchair users

Passengers can only board the ship by foot and there is no alternative access

the vessel may be moored alongside another ship which may be the only means of access to the ship

there is no doctor on board the ship

there are qualified first aiders who can give limited assistance

for reasons of health and safety mobility scooters may not be brought on board the ship

Passengers who need assistance at the port must notify the company at the time of booking and in no case less than 48 hours prior to boarding and present for embarkation at the designated place at the specified time.

10.6 for the purposes of EU 1177/2010 which applies to cruises where the first port of embarkation is in the EU disabled Person' or 'Person with reduced Mobility' includes any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaption to his particular needs for the service made available to all passengers. Passengers with reduced Mobility and or disabilities must advise at the time of booking of their specific needs with regard to accommodation, seating or services required from the carrier or terminal operator, or their need to bring medical equipment, or to bring a recognised assistance dog on board the vessel or of any other known disabilities or who in the carrier's and or Master's opinion is unfit or unable to travel or anyone whose condition may constitute a danger to themselves or others on board on the grounds of safety.

10.7 the requirement to notify the company at the time of booking of any medical equipment required on board is to ensure that the medical equipment can be lawfully carried and/or carried safely. It is the passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the

entire voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive. Passengers must be able to operate all equipment.

10.8 if there are any particular conditions, disabled or reduced Mobility which require personal care or supervision then such personal care or supervision must be organised by the Passenger and at the passenger's expense. The vessel is unable to provide respite services, one to one personal care or supervision or any other form of carer for physical, psychiatric or other conditions.

10.9 in accordance with EU 1177/2010 where it is strictly necessary for the safety of the Passenger, the company and or the carrier can require a disabled passenger or Person with reduced Mobility before it accepts the booking that a Passenger is assisted by an accompanying person who is fit and able to provide the assistance required.

10.10 assistance dogs are subject to national and EU regulations regarding travel. it is the passenger's responsibility to check the position prior to the cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call. Assistance dogs must have all necessary papers and comply with national regulations regarding health, inoculations, training and travel.

10.11 Whilst the company makes every effort to accommodate all Passengers' needs, Passengers using wheelchairs may have restricted access in certain areas of the ship and may be unable to go ashore in certain ports, particularly those that require the use of tenders.

10.12 the company does not accept any responsibility for Passengers unable to travel, or who incur any other loss because they fail to comply with any health formalities. The company takes no responsibility for Passengers denied embarkation and/ or disembarkation on medical grounds. Cancellation of any part of the holiday that arises due to health requirements will be subject to cancellation charges as set out in section 8.

10.13 any cost or expense reasonably incurred by the company for or on behalf of the Passenger in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by the Passenger to the company irrespective of whether the sum is covered by the Passenger's travel insurance arrangements.

10.14 unless approved by the company in writing prior to departure, Passengers may not bring on board any controlled substances.

10.15 Passengers may not bring on board any prohibited substances, any animals (other than previously arranged assistance dogs) or any goods of a flammable or dangerous nature. Doing so will render the passenger strictly liable to the company for any injury, loss, damage or expense suffered by the company as a result. The Passenger will also be personally liable for any statutory penalties.

10.16 Passengers are required at all times to follow the instructions of employees and crew regarding the use of ship's equipment (including hand sanitisers) and general behaviour whilst on board and the company will not be responsible for any consequential injury, illness, financial or other loss incurred by Passengers if they fail to comply with the instructions they are given.

10.17 the Master (or any employee or member of the crew authorised by the Master) will be entitled to search the cabin and/or personal luggage of any Passenger suspected of being in breach of these clauses. In addition, any employee or crew member will be entitled to enter a Passenger's cabin in order to carry out an inspection, or to undertake cleaning, maintenance or repair work.

10.18 the company has the right to refuse or revoke passage to anyone who, in its judgment, is in a physical or mental condition unfit for travel, or who may require care beyond that which the vessel can provide and under such circumstances the company will offer the Passenger no refund of any part of the cost of their unused cruise package.

10.19 if it appears that a Passenger's conduct, behaviour or health has or is likely to endanger the Passenger's own health or the health, safety or enjoyment of any other Passenger or crew or employee, or makes the company liable for any significant unforeseen costs including medical treatment or repatriation, the company and/or the Master reserve the right to take appropriate action and make appropriate charges. Actions may include disembarkation, confinement to a



particular cabin or confinement to a hospital or similar institution at any port. If, under the terms of this clause, the Passenger's cruise is terminated the company will offer the Passenger no refund for any unused part of their cruise package nor will the company be liable for the cost of repatriating the Passenger.

10.20 the company may invite various affinity groups of people with shared interests who choose to travel together onto a cruise. The company does not envisage that this will materially affect the normal day to day operation of the ship but Passengers must accept that there may be occasions when certain facilities are unavailable whilst these groups are on board.

10.21 should any Passenger have the misfortune to suffer illness, injury or death during the period of the cruise arising out of an activity that does not form part of the arrangement made by the company, the company will, where appropriate, provide any assistance it can to the affected Passenger, such assistance being limited to a maximum cost incurred by the company of £5,000 per cabin.

## 11 COMPLAINTS

11.1 any Passenger who encounters a problem during a cruise must immediately report it to the chief Purser or a senior member of the crew on the ship and ensure that the issue is recorded in the ship's log together with any action taken to resolve it. If the matter cannot be resolved during the cruise, and the Passenger wishes to pursue a complaint, the Passenger must write to the company within 28 days of final disembarkation.

11.2 as a Member of aBta, membership number y6406, the company maintains a high standard of service to you by ABTA's code of conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by aBta and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by aBta within eighteen months of the date of return from holiday. Outside this time limit arbitration under the scheme may still be available if we agree, but the aBta code does not require such agreement. For injury and illness claims, you can request the aBta Mediation Procedure and we have the option to agree to mediation.

11.3 Passengers are required to make any complaints relating to EU 1177/2010 whilst on board the ship. If the complaint is not resolved on the ship then any formal complaint must be made to the company within 2 months from the date of the circumstances giving rise to the complaint. Within 1 month of receipt of the complaint the company will respond informing the Passenger whether the complaint has been substantiated, rejected or is still being considered. The company will provide a final response to the Passenger no later than 2 months after receipt of the complaint. If not satisfied with the company's response the Passenger may lodge a complaint with CLIA UK and Ireland by sending the complaint to email: [passengerrights@cruising.org](mailto:passengerrights@cruising.org) / [passenger.rights@psa-ace.org](mailto:passenger.rights@psa-ace.org). Web site: [www.cruiseexperts.org](http://www.cruiseexperts.org) / CLIA [www.the-psa.org](http://www.the-psa.org) address: CLIA UK & Ireland, First Floor, 41/42 Eastcastle Street, London W1W 8DU Tel: 0207 323 7466

## 12 CONDITIONS OF CARRIAGE BY SEA

### OR INLAND WATERWAYS AND LIMITATION OF LIABILITY

12.1 travel on board the ship is subject to the shipping company's conditions of carriage some of which limit or exclude liability in accordance with international laws and conventions. Copies of these conditions will be sent to Passengers with their travel documentation but they can be provided in advance upon request. They are also available on board the ship. It is important that you read these documents as they set out your rights and obligations. They also contain limitations of liability.

12.2 the liability of the company and all carriers is as follows:

In respect of river cruises where carriage is on inland water ways, the convention on Limitation of Liability for Maritime claims 1996 (LLMC 96) as amended by SI 1998/1258 applies. The Strasbourg convention on the Limitation of Liability of Owners of inland navigation Vessels referred to as the 'Strasbourg convention' with protocols and amendments may apply to vessels sailing on waterways located in the territory of a state party subject to the 'revised convention relating to the navigation of the Rhine of 17 October 1868' and the 'convention of 27 October 1956 concerning the canalization of the Moselle' (article 15(1) of the Strasbourg convention: <http://www.ivr.nl/downloads/forms/B2.pdf>).

International carriage by sea is governed by EU regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents (EU 392/2009) and the Athens convention 2002 which may be viewed at <http://www.admiraltylawguide.com/conven/passengers1974.html>

Non international carriage by sea/domestic carriage and or where the vessel is being used as a floating hotel the Merchant shipping (convention relating to the carriage of Passengers and their Luggage by sea) Order 2014 (2014 Order) which may be viewed at <http://www.legislation.gov.uk/ukdsi/2014/978011112502> applies.

12.3 in so far as a cruise may be performed on a ship not owned by the company, Passengers agree that the company shall at all times nevertheless be deemed a ship owner for the purposes of any relevant laws in force in any relevant jurisdiction and therefore be entitled to any limit to its liability.

12.4 A special drawing right (SDR) is an international monetary unit. the exact value of an SDR fluctuates with the daily exchange rate, the daily exchange rate can be viewed at the international Monetary fund website [http://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](http://www.imf.org/external/np/fin/data/rms_sdrv.aspx) and an SDR converter is available at [http://coinmill.com/GBP\\_sdr.html#sdr=46666](http://coinmill.com/GBP_sdr.html#sdr=46666), the values in the booking conditions are those of 8 May 2014 and may fluctuate upwards or downwards

#### Liability for river cruises

12.5 the company's liability for death and or personal injury for river cruises pursuant to SI 1998/1258, a copy of which will be provided by on request or can be found at: (<http://www.legislation.gov.uk/uksi/1998/1258/article/4/made>), is SDR 175,000 per passenger limit (approx. \$272,437.15 or £160,570.99). if the Strasbourg convention applies the limits for passenger claims are SDR 60,000 (approx. £55,065.01) per passenger subject to a minimum of SDR 6,000,000 (approx. £5,506,500.72) (see article 7). A copy of the Strasbourg convention can be found at. [http://www.ccr-zkr.org/files/conventions/clni\\_2012\\_en.pdf](http://www.ccr-zkr.org/files/conventions/clni_2012_en.pdf).

#### Liability for carriage by sea

12.6 EU regulation 392/2009, the Athens convention 2002 and the 2014 Order limit the company's and the carriers' liability for loss or damage to luggage and make special provision for valuables. it is presumed that luggage has been delivered undamaged unless written notice is given to the company and/or the performing carrier a) in the case of apparent damage, before or at the time of disembarkation or redelivery; or b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place. Damages for cabin luggage payable by the carrier are limited up to SDR 2,250 (approx. £2,064.51) or where the 2014 Order applies SDR 833 (approx. £764.32).

12.7 Limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in article 8 by the passenger in accordance with article 8 (4) of the Athens convention 2002 and EU regulation 392/2009. All claims must be brought in accordance with EU regulation 392/2009, the Athens convention 2002 or the 2014 Order within 2 years of the date of disembarkation from the ship.

12.8 in respect of domestic carriage in the UK, the 2014 Order will apply and the limits for death/personal injury are SDR 46,666 (approx. £42,818.53). These limits may also apply to domestic cruises in the EU. Where the carrier has a principal place of business in the UK the limits of liability per passenger may be SDR 300,000 (approx. £275,265.91) per carriage.

12.9 in respect of international carriage EU regulation 392/2009 and the Athens convention 2002 apply the following limits for death/personal injury caused by a shipping incident, with the exception of circumstances beyond the carrier's control (i.e. act of war, natural disaster, act of a third party) to no more than 250,000 SDRs (approx. £229,421.59) per passenger per carriage. Shipping incidents are defined as a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship. Except for cases involving war and terrorism damages up to a further 150,000 SDRs (approx. £137,656.76) may be payable in respect of a shipping incident unless the company or the carrier proves that the death or personal injury occurred without the carrier's fault or neglect.

Where death/ personal injury is caused by a non- shipping incident it is for the passenger to prove that the death or personal injury was caused by the fault or neglect of the carrier. The maximum sum payable to any passenger under EU regulation 392/2009 is limited to SDR 400,000 per passenger per carriage which is approx. £367,084.70. The maximum sum payable in cases involving war and terrorism where the carrier is liable is SDR 250,000 (approx. £229,421.59) per passenger per carriage or 340,000,000 SDRs per ship per carriage.

12.10 the company and the carrier are not liable for valuables, monies or other securities including jewellery and watches. if they have been deposited with the reception desk on the ship for safe keeping and a receipt issued then in those limited circumstances the company's and the carriers liability will be as set out in EU regulation 392/2009, the Athens convention 2002 and where applicable the 2014 Order. the use of safes on board a Vessel is not a deposit with the ship or with the company. the limits are SDR 3,375 (approx. £3,097.36) pursuant to EU regulation 392/2009 and the Athens convention 2002 or SDR 1,200 (approx. £1,101.28) pursuant to the 2014 Order.

### 13 CONDITIONS OF CARRIAGE BY AIR AND LIMITATION OF LIABILITY

travel on board aircraft used in travelling to and from the ship is subject to the airline's standard ticket conditions, some of which limit or exclude liability in accordance with international conventions. these conditions can be found on the airline's website or can be provided by the company upon request.

13.1 if your air journey involves a destination or stop in a country other than the one from which you depart, the Montreal convention may govern the liability of all airlines involved in your journey, including any portion thereof in a single country. this convention limits the liability of airlines involved in your journey, including any portion thereof in a single country. this convention limits the liability of airlines for death or bodily injury and for baggage loss, delay or damage. for many air carriers, the Montreal convention limits for bodily injury or death and the defense that they have taken all necessary measures to avoid the damage for the first SDR 113,100 (approx. £103,748.85) of any such claim do not apply. in addition, in cases of death or bodily injury, many air carriers will make advance payments to the person entitled to compensation, if required to meet immediate economic needs, in proportion to the hardship suffered. European community legislation requires carriers to provide a minimum advance equal to not less than SDR 16,000 approx. £14,672.76 in the event of death. Other air carriers may apply alternate provisions.

#### Denied Boarding, Cancellation and Delay

13.2 Under EU law (EC regulation 261/2004) you have rights in some circumstances to a refund and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicized 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 7. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

#### Airline Carrier Identity

13.3 in accordance with EU regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by advising you of the carriers to be used or likely to be used at the time of booking. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change.

## 14 GUIDES AND GUEST SPEAKERS

14.1 independent contractors retained by the company, including but not limited to lecturers, guides, guest personalities, cruise hosts and entertainers are subject to change and/or cancellation without notice. The company also retains the right to change any member of ship's crew previously advertised or disclosed (e.g. the ship's Master) without notice.

## 15 FINANCIAL PROTECTION

15.1 the Package travel, Package Holidays and Package tours regulations 1992 require the company to provide security for the monies that each Passenger pays for the package holidays booked with the company and for your repatriation in the event of the company's insolvency.

15.2 For flight-based holidays this is through our air travel Organiser's Licence number 11249. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL certificate (or a suitable alternative). in some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). you agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

15.3 if we are unable to provide the services listed (or a suitable alternative), through an alternative ATOL holder or otherwise) for reasons of insolvency, the trustees of the air travel trust may make a payment to (or confer a benefit on) you under the ATOL scheme. you agree that in return for such a payment or benefit you assign absolutely to those trustees any claims which you have or may have arising out of or relating to the non- provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). you also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

15.4 When you buy a cruise/ package holiday that doesn't include a flight, protection is provided by way of a bond held by aBta.

## 16 DATA CAPTURE

16.1 the information we hold about you will be used to deal with your enquiry or booking, provide you with our latest news and offers or invite you to take part in research. for further information, please see the Hebridean island cruises Limited Privacy Policy at [www.hebridean.co.uk](http://www.hebridean.co.uk).

## 17 NOTICES

17.1 All notices to the company should be sent in writing or email to Hebridean island cruises Limited:

Kintail House, Carleton New Road,  
Skipton, North Yorkshire BD23 2DE  
Tel: 01756 704704  
[www.hebridean.co.uk](http://www.hebridean.co.uk) [reservations@hebridean.co.uk](mailto:reservations@hebridean.co.uk)