

**BOOKING CONDITIONS:**

Your Contract is with Mr W C Stewart and Mrs J Stewart, trading as Scotland's Cruise Centre (hereafter referred to as The Operator), a member of ABTA

**1. YOUR HOLIDAY CONTRACT:** When you make a booking you guarantee that you have the authority to accept on behalf of your party the terms and conditions of these booking conditions. A contract is made on the terms of these booking conditions, which are governed by the law and jurisdiction of Scotland, but not exclusively so if you are domiciled elsewhere in the UK.

**2. YOUR FINANCIAL PROTECTION:** The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 4268.

**3. ABTA:** We are a member of ABTA, membership number W9383. We are obliged to maintain 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. Further information on the Code and arbitration can be found at [www.abta.com](http://www.abta.com) and see also clause 21 below.

**4. PAYMENT TERMS:** When you make your booking, you must pay a deposit, which will be advised at the time of booking. Some airlines require full payment at the time of booking if this is so you will be advised that no changes or refunds will be allowed to your booking. The balance of the price of your travel arrangements should be received by us at least 12 weeks before your departure date. Some of our third party suppliers take their payments earlier than 12 weeks prior to travel if this is so you will be advised of this on your confirmation. If the deposit and/or balance is not paid in time we have the right to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. We do reserve the right to amend our prices at any time before you book your holiday. All prices advertised are subject to availability.

**5. PRICE PLEDGE:** The price of your holiday will not be subjected to any surcharges except for those resulting from increases in dues, taxes or fees chargeable for services such as landing taxes at airports. Should this arise, we will absorb an amount equivalent to 2% of the holiday price (excluding any amendment charges or insurance premiums). Only amounts over and above 2% will be passed on. In the unlikely event of the surcharge exceeding 10% of the holiday price, after absorption of the 2% referred to above, you have the right to cancel within 14 days of the issue date printed on the surcharge invoice and be reimbursed any monies paid towards the holiday price, excluding any amendment charges or insurance premiums, or the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price). No surcharge will in any case be levied less than 30 days before the date of departure. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you.

**6. CANCELLATION (BY YOU):** Should you choose to cancel your booking then intimation must be made to us in writing and the cancellation will be effective from the date of receipt. The cancellation charges are as follows:

NO. OF DAYS BEFORE DEPARTURE THAT NOTIFICATION IS RECEIVED BY US	AMOUNT PAYABLE
More than 84 days	Deposit + Insurance premiums
83-0 days	Cancellation charges imposed by Scotland Cruise Centre will reflect the amount of losses incurred and which can be recoverable in law
<b>With certain suppliers cancellation charges may vary from those shown above. In such instances, you will be informed of the relevant charges at the time of booking</b>	

No refunds will be made in the event of interruption or cancellation by the Passenger after the start of travel. In the event of cancellation or curtailment of the cruise by the cruise line and the cruise line has offered the Passenger a refund, the Operator shall only be obliged to pay the passenger when the operator has received payment from the relative cruise line and the Passenger hereby agrees to this condition.

We regret that no refund can be considered until all travel documentation has been returned to us. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

**7. CANCELLATION (BY US):** At any time whether prior to or after the commencement of the holiday the Operator may cancel in writing to the passenger, if it reasonably considers that such a course is justified on operational or other reasonable grounds. If cancellation is by reason of force majeure which shall include (but not be limited to) war or the threat of war, riots, civil commotions, disasters, acts of God, terrorist activities, natural and nuclear disasters, fire, unavoidable technical problems with transport, closure of ports, strikes or other industrial action or any other event outside the control of the Operator or any of its suppliers, there shall be no compensation payable to the Passenger. If the holiday has commenced then the Operator's supplier will provide the passenger with transportation to the place of the departure. In the case of total cancellation the Passenger will be offered the choice of:

- (a) A full refund of money paid
  - (b) An alternative holiday of equivalent or superior quality at no extra cost to the passenger
  - (c) An alternative holiday of lower quality with a refund of the difference in the advertised price.
- We of course will be available to assist you, by telephone, fax or email should any of the above events occur.

**8. ALTERATION TO ITINERARY:** We regret we cannot guarantee that ships will call at every advertised port or follow every part of the advertised itinerary. The Operator's suppliers and Master of the Ship have the right to omit any port(s), call at any additional port(s), deviate from the advertised itinerary in any way or substitute another ship or port. In addition the Operator will not be responsible for any failure of a supplier to meet the arrival or departure times advertised.

**9. AMENDMENT (BY YOU):** Should you choose to amend your booking at any time we will try to be of assistance. Such request to amend must be made in writing by the person who signed the booking form or your travel agent and must be received at our offices at least 63 days prior to departure. A minimum amendment fee of £60 per passenger will automatically be applied. Changes to flight arrangements may be subject to additional charges.

**10. AMENDMENTS (BY US):** As arrangements are made many months in advance, we have to reserve the right to make changes to brochure and holiday details both before and after you have booked your holiday. Any such changes are likely to be minor and we will advise you or your travel agent at the earliest possible moment. The change may be deemed to be a major one, e.g. a change to a lower class of accommodation than that booked or, e.g. departure time alteration of more than twelve hours (except force majeure).

In this event then you have three options: (a) accept the changes as notified. (b) purchase another holiday. (c) cancel your holiday and receive a full refund of monies paid. In the event of (a), (b) or (c) above, except where change arises due to reason of force majeure, we will pay compensation as follows:

NO. OF DAYS BEFORE DEPARTURE THAT NOTIFICATION IS GIVEN TO YOUR TRAVEL AGENT	COMPENSATION PER PAYING PASSENGER
More than 84 days	Nil
83-56 days	£10
55-29 days	£20
28-15 days	£25
14-0 days	£30

**11. BROCHURE ACCURACY:** Every effort has been made to ensure that the information contained in the brochure is accurate. However, as you will appreciate, we have to contend with:

- (a) conditions outwith our control
- (b) the fact that the brochure has been compiled many months before the departure date
- (c) the possibility of human error

**12. INSURANCE:** It is a condition of booking your holiday that you take out suitable insurance cover before you travel. If you choose not to take out our recommended policy then it is essential that you provide us with details of your own policy which must offer sufficient and comparative protection. We are able to offer a comprehensive policy with the following premiums applying:

PREMIUMS (Including Insurance Premium Tax)		
	Worldwide (inc USA)	Europe
PERIOD up to 10 days	£35.33	£16.06
PERIOD up to 17 days	£43.16	£19.65
PERIOD up to 31 days	£51.90	£23.58

Space does not permit us to display the full terms and conditions of the insurance cover we have on offer. Full policy details are available upon request. Premiums subject to change.

**13. PASSPORTS AND VISAS:** It is each traveller's responsibility to ensure he/she has a valid passport and visa(s) and complies with any health requirements for the entire duration of their journey before making any travel arrangements with us. You should ensure you have a valid 10 year passport and as many countries require expiry dates on passports to be a considerable length of time after the return from holiday, we recommend your passport is valid for 6 months after your return to the UK. Visa requirements and conditions vary by country and nationality and can change. Please ask for guidance at the time of booking as it is your ultimate responsibility to ensure you hold correct documentation.

**14. SPECIAL REQUIREMENTS:** Please tell us if anyone in your party has a special diet, medical condition or is pregnant. You must make us aware of any traveller who is not fully mobile or who may use a wheelchair at any time. Special seating preferences cannot be guaranteed and are passed to our airline partners on a request only basis.

**15. FLIGHTS:** The cost of air travel for fly/cruise holidays is included in the fare. The Operator reserves the right to select the carrier and the routing of all such holidays. All flights will be operated on scheduled/chartered or low cost airlines. In accordance with EU regulations we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: British Airways, bmi, Flygobespan, Emirates, Delta, Qantas, Flybe, United, Continental, KLM, Air France etc. Flight times and routings will be confirmed with your travel documents, which will be sent out about one week before departure. We reserve the right to substitute alternative airlines, aircraft types or journey routings. 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 alterations do not constitute a significant change to your holiday arrangements and you will not therefore be entitled to cancel or change to another holiday as a result. We regret we cannot accept liability for any delay to your flight whether the delay is caused by adverse weather conditions, the action of air traffic controllers, airport authorities or governments, the re-scheduling of flights times by the airline, mechanical breakdown, strike or industrial action or any other such reason. In such circumstances, you may be able to make a claim on your insurance policy.

Please note that in accordance with Air Navigation Orders, to qualify for infant status a child must be under 2 years of age on the date of departure of the return flight.

**16. FORCE MAJEURE:** We regret we cannot accept responsibility for and shall not be liable in respect of loss or damage or changes caused by "force majeure". This covers events such as strikes, riots, political unrest, hostilities, war or threat of war, terrorist activity, industrial disputes, government action, natural disasters, fire, adverse weather conditions, unavoidable technical problems to transport, aircraft grounding, closure of airports or ports or similar events beyond our control. For the avoidance of doubt, in the event of any travel delays, either prior to your flight departure or otherwise, we will not be held responsible for any extra costs you may have incurred, e.g. hotel bills, meals, refreshments, telephone bills etc. This is irrespective of whether the problems causing the delay were foreseen or unforeseen. Also, no credit or refund can be given for any unused services (e.g. transfers, hotel accommodation, excursions) which may have been included in the holiday price, or any lost, mislaid or destroyed travel documents.

**17. HOTEL ACCOMMODATION:** The hotels we offer are subject to change and if for any reason this becomes unavailable the Operator reserves the right to substitute one of equal quality. Your designated hotel will be shown on your travel documents, which will be sent approximately one week before departure.

**18. BEHAVIOUR:** We reserve the right at our absolute discretion to terminate without notice any liability the holiday arrangements of any person whose behaviour is such that it is likely, in our opinion, or that of any accommodation owner or manager, airline pilot, or other person in authority, to cause distress, danger damage or annoyance to other customers, employees, property or to any third party. If any person or persons are prevented from travelling because in the opinion of any person in authority they appear unfit to travel, or are likely to cause discomfort or disturbance to the customers or passengers, our responsibility for the holiday will cease. In all cases full cancellation charges apply and we will be under no obligation whatsoever for any cost incurred.

**19. BAGGAGE ALLOWANCE:** Baggage allowance will be shown on your flight documents and if this is exceeded the airline may levy excess baggage charges.

**20. COMPLAINTS & ARBITRATION:** We will do everything possible to ensure that you have an enjoyable and trouble free holiday. However, as you will appreciate, there are certain aspects of your holiday which are out with our direct control. In the event that you have a problem or complaint during your holiday, then please bring it to the attention of the relevant person (e.g. airline, representative or hotelier), in order that it may be remedied at the time. Should you not receive satisfaction then please contact our office which is open Monday to Saturday 9.00 am. - 5.00 pm. Should the problem not be resolved, then please bring it to our attention upon your return. Any such complaint must be made to us in writing within 28 days of your return home. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were at the destination and this may affect your rights under this contract.

**21. WHAT HAPPENS TO COMPLAINTS?:** It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of, or in connection with this contract which cannot be resolved, may (if you wish) be referred to Arbitration under a special scheme which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of Arbitration on documents, with restricted liability on you in respect of cost. The scheme does not apply to claims for an amount greater than £5,000.00 per person or £25,000.00 per booking. Nor does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. If you elect to seek redress under this scheme, written notice of the request for Arbitration must be received by the Association within nine months after your scheduled date of return. Full details of the scheme are available from the Association of British Travel Agents at 68-71 Newman Street, London W1P 4AH [www.abta.com](http://www.abta.com).

**22. OUR LIABILITY TO YOU:** If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Office hours: Mon-Fri 9am-8pm, Sat 9am-5pm, Sun 10.30am-5.00pm.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited 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. These terms are incorporated into this contract; and
- (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at 133-135 Main Street, Ayr, Ayrshire KA8 8BX tel. 0845 389 1414

Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases 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 10. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk)

**23. PROMPT ASSISTANCE IN RESORT:** If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

**24. DATA PROTECTION STATEMENT:** Please be assured that we have measures in place to protect any personal booking information that you have given us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. Please note that if you travel outside of the European Economic Area, controls on data protection may not be as strong as the legal requirements in the United Kingdom. Any sensitive information such as details of any disabilities or dietary/religious requirements will only be passed on to persons or companies responsible for your travel arrangements. If we are unable to pass this information to relevant suppliers, whether in the EEA or not, we will not be able to implement your booking request. In making this booking, you consent to this information being passed on to the relevant persons. Full details of the data protection policy are available on request.

**25. GROUP BOOKINGS:** Different booking conditions and prices may apply for Group reservations. Please contact us for relevant details.

The above information is accurate at the time of publication (December 2006). This promotional material is our responsibility as your tour operator. It is not issued on behalf of, and does not commit suppliers mentioned herein or any supplier whose services are used in the course of your travel arrangements