

## **TRADING BOUNDARIES LIMITED BOOKING CONDITIONS**

These Booking Conditions, together with our Privacy Policy and where your voyage is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Trading Boundaries Limited, Sheffield Green, Nr Fletching, East Sussex, TN22 3RB ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

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

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

### **1. Booking & Paying For Your Voyage**

A booking is made with us when you pay us a deposit (or full payment if you are booking within 90 days of departure) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking. If you believe that any details on the booking confirmation or any other document we send you are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document. Subsequent instalments are due as per the below schedule.

<b>Paid on or before</b>	<b>Payment due date</b>
More than 270 days	Deposit
180-269 days	30% of voyage balance
91 days - 179	30% of voyage balance
Less than 90 days	Remaining voyage balance

The balance of the cost of your voyage (including any applicable surcharge) is due not less than 90 prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

### **2. Accuracy**

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

### 3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

### 4. Voyage Pricing

**We reserve the right to amend the price of unsold voyages at any time and correct errors in the prices of confirmed voyages. We also reserve the right to increase the price of confirmed voyages solely to allow for increases which are a direct consequence of changes in:**

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

Such variations could include but are not limited to cost changes which are part of our contracts with cruise ship operators and any other transport providers.

You will be charged for the amount of any increase in accordance with this condition. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed voyage (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another voyage if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your voyage go down due to the changes mentioned above, then any refund due will be paid to you. In addition, we reserve the right to charge an administrative fee in such case, with such amount being notified to you at the time. However, please note that voyages are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

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

### 5. Jurisdiction & Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

### 6. Cutting Your Voyage Short

If you are forced to return home early, we cannot refund the cost of any part of your voyage you have not used. If you cut short your voyage and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your voyage not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### 7. If You Change Your Voyage & Transfers of Voyage Booking

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing by emailing [voyage@tradingboundaries.com](mailto:voyage@tradingboundaries.com) as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes may be subject to payment of an administration fee (with such amount being notified to you at the time), as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with condition 8.

#### Transfer of Voyage Booking:

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

- a. that person is introduced by you and satisfies all the conditions applicable to the voyage;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in condition 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

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

#### **8. If You Cancel Your Voyage Before Departure**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing with the reason for the cancellation by emailing [voyage@tradingboundaries.com](mailto:voyage@tradingboundaries.com). Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person voyage price of those still travelling and you will be liable to pay this increase.

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

Period before departure in which you notify us	Cancellation Charge
More than 270 days	Deposit only
180 – 269 days	30% of voyage balance
91 – 179 days	65% of voyage balance
Less than 90 days	100% of voyage balance

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

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

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

**Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your voyage destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. In order to rely on this clause you must be able to show that, based on the information available at the time of cancellation, there was no longer a reasonable possibility of your voyage going ahead (either at all or without being significantly affected).

For the purposes of this condition, “unavoidable and extraordinary circumstances” may include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which significantly affect travel to the travel destination as agreed in the package travel contract.

This condition 8 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**9. If We Change Or Cancel Your Voyage**

As we plan your voyage many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your voyage, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers advertised may be subject to change.

Occasionally we may have to make a significant change to your confirmed voyage. Examples of what might equate to “significant changes” dependent upon the details of your booking include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your voyage by more than 12 hours.
- (d) A significant change to your itinerary.

Cancellation: We will not cancel your voyage less than 102 days before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance. We may cancel your voyage before this date if, e.g., the minimum number of clients required for a particular voyage is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

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

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative voyage.

Insurance If we cancel or make a significant change and you accept a refund, voyage we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

**Compensation**

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

- (a) If, where we make a significant change, you do not accept the changed voyage and cancel your booking;
- (b) If we cancel your booking and no alternative voyage is available and/or we do not offer one.

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

<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us*</b>
More than 90 days	£50
More than 60 days	£75
More than 30 days	£100
Less than 7 days	£150

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

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your voyage more than [60 days] before departure;
- (c) where we make a significant change and you accept those changes or you accept an offer of alternative voyage;
- (d) where we have to cancel your voyage as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your voyage due to Events Beyond Our Control (please see condition 10).

If we become unable to provide a significant proportion of the voyage that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

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

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

## **11. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, location with another party etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

## **12. Disabilities & Medical Problems**

We are not a specialist disabled voyage company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability

which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen voyage. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

### **13. Complaints**

We make every effort to ensure that your voyage run smoothly but if you do have a problem during your voyage, please inform the relevant supplier (e.g. your on-board Cruise Director) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact [voyage@tradingboundaries.com](mailto:voyage@tradingboundaries.com).

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

### **14. Your Behaviour**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, harassment, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your voyage immediately. We will have no further obligations to you and/or your party. No refunds for lost elements of your voyage will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

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

### **15. Our Responsibilities**

- (1) We will accept responsibility for the voyage we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, river cruise, dwelling on the cruise and Trading Boundaries organised entertainment and excursions. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice and the information we provided to you regarding the services prior to booking.
- (2) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- (3) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the acts and/or omissions of the person affected; or

- (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) Events Beyond Our Control (as defined in condition 10).

**(4) We limit the amount of compensation we may have to pay you if we are found liable under this condition:**

- (a) loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- (b) Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

**(c) Claims in respect of international accommodation:**

- i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions including The Paris Convention (with respect to accommodation arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the package, namely river cruise, dwellings on the cruise, Trading Boundaries organised entertainment and excursions, and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package voyage you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your voyage. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us

(6) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(8) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.
- (9) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (10) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your voyage. For the purposes of this condition, “unavoidable and extraordinary circumstances” may include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## 16. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are enjoying your voyage are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## 17. Entry, Passport, Visa & Immigration Requirements, Safety & Health Formalities

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your package itinerary. It is your responsibility to check such requirements (in good time before departure), in order to make your decisions to fulfil such requirements regarding your destination and/or the country(ies) through which you may be transiting through.

Such information which you may need to check includes (but is not limited to) passport requirements including (but not limited to) how valid your passport must be after return date, whether your passport must be machine readable (for USA travel), or which visas may be required for entry such as ESTA for USA travel, ETA for UK travel and/or ETIAS for EU travel.

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though **it is your responsibility to check and see if such body would be relevant to yourself.**

- the Foreign, Commonwealth and Development Office (“FCDO”, <https://www.gov.uk/travelaware>) (applicable to UK residents);
- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>).
- Embassies, High Commission and/or Consulates;
- own doctor.

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

## 18. Conditions Of Suppliers



Many of the services which make up your voyage are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

#### **19. Prompt Assistance**

If, whilst you are on your voyage, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

#### **20. Advance Passenger Information**

A number of Governments are introducing new requirements for our suppliers to provide personal information about all travellers to the Authorities prior to travellers arriving at the destination. The data will be collected either at the time of or after a booking is made. Where we collect this data, we will treat it in accordance with our Privacy Policy.