

Complete Cruise, Booking Terms and Conditions

Your contract is with Complete Cruise. Our registered office is 1st Floor, Doncaster House, Moorland Gate, Cowling Road, Chorley, PR6 9EA. Complete Cruise is a trading division of Hays Travel Ltd, 25 Vine Place, Sunderland, Tyne and Wear, SR1 3NA; company registration number 1990682.

The following information forms the basis of your holiday contract with Complete Cruise who act as principals in the provision of package holidays. Please read these carefully as you are bound by them. All bookings are subject to these booking conditions.

The parties of your contract are yourself and Complete Cruise. In these booking conditions "you" and "your" means all persons named on a booking and "we", "us" and "ourselves" means Complete Cruise unless the context clearly provides otherwise.

A contract will exist as soon as the booking is made with our call centre and the required deposit or full payment has been accepted. A booking confirmation will be sent to you by either email or post. You must check this carefully and raise any queries immediately on receipt.

All holidays are subject to availability at the time of booking.

A booking can only be made by a person aged 18 years or over. All passengers under the age of 18 years must be accompanied by a responsible adult. Additional age restrictions may apply where imposed by our suppliers. These restrictions, if applicable, will be advised at the time of booking.

Financial Protection

Complete Cruise, as part of Hays Travel Ltd, is fully bonded by the Civil Aviation Authority under Air Travel Organiser's Licence (ATOL) number 5534 to protect your holiday payments and repatriation. When you buy an ATOL protected holiday package from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our ATOL number 5534. In the unlikely event of our insolvency the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. Not all holidays or products sold by us are covered under the ATOL scheme. Please ask us to confirm what protection applies to your booking.

We are also a Member of ABTA, membership number Y2579. 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. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. 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 form. 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 £1,000 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within twelve 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/IDRS Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

Your holiday price

We reserve the right to change the prices of any of our holidays. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

When you make a booking you will pay a minimum deposit of equivalent to 20 percent of the total cost of your confirmed holiday. A higher deposit may be required in certain circumstances, for example if you choose to travel with a low cost airline or an airline offering special rates requiring full payment at the time of booking.

The balance of the price of your holiday must be paid at least 20 weeks before your departure date.

If the deposit or balance is not paid on time we will cancel your travel arrangements. If the balance is not paid we will retain your deposit.

The price of your holiday will not be increased or decreased except in the following circumstances. A surcharge will be payable where transportation costs (e.g. aviation insurance, security levy, fuel surcharge, scheduled airfare, and any other surcharges which form the contract between the transportation providers and us) and/or fees or taxes increase. Even in the above case we will absorb increased costs up to a total amount equivalent to 2 percent of the cost of your confirmed holiday. If any surcharge is greater than 10 percent of the cost of your holiday you will be entitled to cancel your holiday and receive a full refund of monies paid (except for any amendment charges), or you can book an alternative holiday if available, subject to the appropriate price adjustment. In no circumstances will a surcharge be applied within 30 days of departure. The requirement of Complete Cruise is to absorb the 2 percent amount referred to in this clause is subject to any changes in the law and should the law remove this requirement Complete Cruise will pass on the full amount of any surcharge to you.

Approximately 7-10 days prior to departure you will receive your Tickets/e-ticket and travel documents. However, in the case of late payment and/or late bookings, tickets may be handed to you at the airport on departure. Please check your documents carefully upon receipt, and advise us immediately of any error.

If you want to amend your booking

If you wish to change any of the details of your holiday in any way we will do our best to accommodate your request but it may not always be possible. Any such request must be confirmed in writing from the person that made the booking. You will be asked to pay an administration charge of £50 per person plus any costs we incur in making the changes. **You should be aware that certain travel arrangements may not be changeable after a reservation has been made and any requests to make a change may incur a cancellation charge of up to 100% of that part of the holiday arrangements.**

You may be able to transfer a booking to another person, provided that the new passengers meet the requirements of these booking conditions and that we are notified in writing no less than 14 days prior to departure. We will not confirm a booking transfer until all costs and charges incurred by us (including any charges and costs levied by a supplier) have been paid in full together with an administration charge of £50 per person. We reserve the right to require the balance of the holiday price to be paid before we confirm the booking transfer.

If you want to cancel your booking

You or any member of your party may cancel your booking at any time. Written confirmation from the person who made the booking must be received at our offices before we will cancel your booking. Because we incur costs in cancelling your holiday you will have to pay the required cancellation charges up to the maximum shown. Where any cancellation or amendment reduces the number of full paying party members we will recalculate any free places, occupancy supplements and any other concessions based on the revised number of full paying passengers.

Period before the day of departure within which written notification is received.	Amount of cancellation charge as % of the total holiday price
84 days or greater	Deposit only
57 – 83 days	55% or deposit if greater
42 – 56 days	75% or deposit if greater
41 – 14 days	90% or deposit if greater
13 days or less	100%

If we want to change or cancel your booking

Building and development work

Many hotels and resorts are continuing to develop, sometimes rapidly and intensively and often with little or no advance warning. Whilst we have no control over such work, as a responsible tour operator, it is important to us that you are aware of any significant building/refurbishment work that may be going on during your stay. General refurbishment at hotels is necessary to maintain standards but if we are informed of such work, we will endeavour to notify you of any activity as soon as possible, however near to your departure this may be.

Flight Changes

Airlines occasionally may change the type of aircraft used on a particular flight without advance warning. Scheduled and charter flight timings, and days of operation are subject to change. We will advise you of any significant change as soon as we ourselves are informed by the airline. Minor timing changes will be shown on the flight tickets, which you should check carefully when received. Should the changes involve a reduction of your duration, we will offer you a refund of any applicable costs.

If we change your holiday before your departure

We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking.

We plan arrangements a long time in advance of your holiday using independent suppliers such as airlines, hotels etc., over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes re minor. However, if we consider them a SIGNIFICANT CHANGE we will endeavour to advise you or your Travel Agent as soon as reasonably possible.

A significant change includes a change of accommodation to that of a lower category and/or price, a change of flight time of more than 12 hours, a change of UK departure airport (except between London airports and between Dover and Folkstone ports), or a significant change of resort area. In accordance with EU regulations we are required to advise you of the actual air carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on the relevant website pages and/or your holiday confirmation invoice. 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.

In the case of a SIGNIFICANT CHANGE before your departure we will provide you with three alternatives:

- (a) Alternative travel arrangements of equivalent or of very closely similar standard and price, if available.
- (b) Alternative travel arrangements of a lower standard together with a refund of the difference in price; or
- (c) Cancel your holiday with a full refund of all monies paid.

In all 3 cases, minimum compensation will be paid as detailed below unless the change occurs as a result of circumstances beyond our control.

Period before departure within

which a major change is notified to you

or your Travel Agent

Compensation Per Person:

More than 60 days:

NIL

60 – 42 days:

£20

41 – 28 days:

£30

27 – 15 days:

£40

14 – 0 days:

£50

Changes due to circumstances beyond our control

We will not be liable to pay any compensation if we are forced to cancel or in any way change your holiday as a result of unusual or unforeseeable situations outside our control, the consequence of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alternation of the airline or aircraft type, closed or congested airports or ports, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

If we change your holiday accommodation

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation has been overbooked. If this happens before your departure or on arrival in resort we will endeavour to provide accommodation of at least the same standard in the same resort areas. If only accommodation of a lower standard is available we will refund the difference of the brochure price between the accommodation booked and that available, and will pay up to £50 per person for any inconvenience.

If we cancel your holiday

We reserve the right in any circumstances to cancel your holiday for any reason. However we will not cancel your holiday within 61 days of departure unless it is for a reason outside our control (see changes due to circumstances beyond our control). If we have to cancel your holiday we will offer you:-

- (a) Alternative travel arrangements of equivalent or of very closely similar standard and price; or
- (b) Travel arrangements of a lower standard and a refund of the difference in price; or
- (c) A full refund of all monies paid.

Compensation as offered for 'significant changes' will also be paid unless the holiday is cancelled because you have failed to pay on time or as a result of circumstances beyond our control. No compensation is payable if the holiday is cancelled because the number of persons who agreed to take it less than the minimum number required and you are informed of the cancellation in writing within the period indicated in the description of the package.

Minimum numbers

Price boxes on relevant pages will indicate whether a particular holiday is subject to a minimum number of participants for its operation. Please contact us at the time of booking should you require details regarding the number of people on your tour. We will advise you at least 61 days before departure if minimum numbers have not been reached. You will then have the choice of booking an alternative holiday with us, changing your departure date at the appropriate additional cost, or having a refund of monies paid. No compensation will be payable and we are unable to offer refunds of any associated costs i.e. visas etc.

Direct Flights

A flight that is described as direct is one where there is no need to change aircraft during the journey. However, stops may be made en route for refuelling or to let passengers on and/or off.

Tours

Whilst every effort is made to operate a tour as advertised, on occasion it may be necessary to make changes to the accommodation, the routing or order of an itinerary. Unless the change significantly alters the holiday, compensation will not be payable for minor alterations to the itinerary or nightly accommodation.

Flight delays

If a delay is longer than five hours, you can cancel your flight and we'll refund the flight part of your holiday. We'll only refund the whole cost of your holiday if we change or cancel your holiday. We set out exactly what this means in if we change your holiday.

If you've booked your complete cruise holiday – including flights, transfers and the cruise itself – with us and there's a flight delay, we'll make you get to the ship.

Cruise Itinerary

There are sometimes tropical storms and hurricanes in the Caribbean and Mexico between June and November 15. If a storm is forecast for one of our destinations, your safety is always a priority. Bad weather may even force us to change parts of your itinerary. This may happen before the cruise starts or during it. It may also mean departure or arrival times at ports change. Also, local conditions may mean time in that port is limited, or missed out altogether. Please refer to Changes due to circumstances beyond our control.

Mobility, disability, and special requirements

If you have any mobility restriction or other disability, health problems or food allergies which may require special treatment or assistance at any time during your holiday, you must advise us at the time of booking. Whilst we will make every effort to accommodate you, we regret that we cannot guarantee to be able to meet any particular special request unless we have specifically confirmed this in writing.

Special requests such as room location, flight seating, particular facilities, dietary requirements etc. must be made at the time of booking. We will pass on your request to the hotel, cruise line or airline but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines but we recommend that you check directly with the airline upon issue of your tickets.

All medical facilities on board cruise ships are the responsibility of the ship operator and their availability is at the sole discretion of the master. You will be responsible for the payment of any charges for medical treatment and/or drugs provided on board. In no circumstances will we be liable for any medical treatment or advice or the lack of it, or the alleged consequences of same.

Behaviour

We reserve the right within our reasonable discretion to terminate the holiday, without notice, if you/or your party's conduct or behaviour is disruptive in any way and/or affects the enjoyment of other holidaymakers. We shall not accept liability for any extra costs incurred by you/or your party as a result of our doing so. Aircraft captains have the right, at their absolute discretion, to refuse boarding to any person who is unacceptably under the influence, of alcohol or drugs. If for this reason you are denied boarding on your out-ward flight, we reserve the right to treat this as a cancellation by you and cancellation charges will be levied.

If you have a complaint while you are on holiday

If you have cause for complaint whilst on holiday, you must bring it to the attention of the airline representative, hotel, handling agent or cruise line. They will do their best to rectify the situation. We strongly recommend you communicate any complaint to the supplier of services and complete a report form where available, during your holiday. Failure to do so may affect our ability to conduct an investigation, and your rights under the contract.

If this is not possible please contact our after sales service or alternatively view our website for the emergency contact details for our suppliers. If your complaint is not resolved locally please write to us within 28 days of your return home outlining the nature of your complaint. Please give your booking reference number and any other relevant information.

Our liability to you

We accept responsibility for the full and proper performance of your holiday as described at the time of booking. If any part of your holiday is not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. Our liability in all cases shall be limited to a maximum of twice the cost of your holiday, (not including insurance premiums and amendment charges). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your holiday. Where enjoyment of only some days has been affected, we will refund reasonable related expenses and pay you appropriate compensation. We will not pay compensation if you have accepted any offer of compensation directly from one of our suppliers.

We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub-contractors whilst acting within the scope of or in the course of their employment in the provision of your holiday. Please note however that we will not be liable for any injury, illness or death or consequent losses suffered by you or any member of your party where such injury, illness or death was not caused by lack of reasonable care/skill on our part or that of our suppliers in performing our obligations under the contract. Where you can prove this, we will pay to you such damages as are applicable in such circumstances under English Law.

We will not be responsible for any claim arising as a result of any or all of the following:-
the fault of the person's affected or any members of their party, or
the fault of a third party not connected with the provision of your holiday which we could not have predicted or prevented or
the fault of anyone who is not carrying out work for us (generally or in particular) at the time or
in the event or circumstance that we or the supplier(s) of the service in question could not have predicted or prevented. This may include (but is not limited to) an occurrence of force majeure as described in these booking conditions.

In respect of travel by sea, rail and air, and the provision of accommodation, our liability will be governed by and limited in accordance with the relevant international conventions including, for carriage by air the Warsaw Convention 1929, and the Montreal Convention 1999, for carriage by sea, the Athens Convention 1974 for travel by rail, the Berne Convention and for accommodation arrangements the Paris Convention 1962. The provisions of these Conventions and any other convention in force at the time of your holiday are incorporated into these booking conditions and form part of your contract.

In respect of claims for death and personal injury we will not be liable for any loss of profit or loss of business or any form of consequential loss or damage, whether or not arising as a result of physical damage to property and regardless of the actual cause of such loss or damage.

The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

Passports, visas, immigration and health

It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. Your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and/or Consulates.

You should check with your own doctor for your own specific circumstances regarding any health formalities. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check www.usembassy.org.uk. For further information contact the Passport Office.

ESTA – it is compulsory for all British Citizen passport holders to obtain an electronic travel authorisation prior to boarding a carrier to travel by air or sea to the US under the visa waiver program and also includes passengers in transit to/from the US. Applications can be submitted anytime however we recommend no later than 72 hours prior to travel. For further information and to apply online visit <https://esta.cbp.dhs.gov/esta>

The Foreign and Commonwealth Office (FCO) provide up to date information on safety issues worldwide, visit www.fco.gov.uk/knowbeforeyougo. Non British Citizens, including other EU nationals, should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport requirements.

Conditions of carriage

The carrier companies that provide the transportation for your travel arrangements produce conditions of carriage which form part of your contract both with us and with the carrier companies. You may ask for copies of the relevant conditions of carriage from our offices.

These Terms and Conditions are effective from 15 June 2010.