

These are the terms and conditions which will apply to your holiday, please read them carefully as you and everyone in your booking will be bound by them.

## **CARIBTOURS TERMS AND CONDITIONS**

These Booking Terms and Conditions, together with our Privacy Policy and where your holiday 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 Caribtours Limited, a company registered in England and Wales with company **number 01402297 and registered office address at 126-128 New Kings Road, London, SW6 4LZ ("we", "us", "our")**.

**Just Grenada, Just Bequia, Just Tobago, Just Barbados, Just St Kitts & Nevis, Just Antigua, Just St Lucia and Just Slovenia are trading names of Caribtours Limited.**

Please read them carefully as they set out our respective rights and obligations. In these Booking Terms and Conditions, references to "you" and "your" include the first named person on the booking and everyone 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:

1. they have read these Booking Terms and Conditions and have the authority to and does agree to be bound by them;
2. they consent to our use of personal data in accordance with our Privacy Policy and are 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);
3. they are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that they and all members of the party are of the appropriate age to purchase those services;
4. they accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**Please Note: We act in the following capacities, as a Package Organiser in the sale of a Package Holiday (please see clause 16 for further details) and as a principal in the sale of a 'single service' booking (i.e. a rail ticker or accommodation only booking).** As a result our obligations to you will vary depending upon whether you book a Package Holiday with us or whether you make a single service booking. We have tried to set our differing obligations out below as clearly as possible:

- Section A contains the conditions that will apply to all bookings you make with us;
- Section B contains the conditions which will apply when you make a booking with us where we act as the Package Organiser; and
- Section C contains the conditions which will apply where you make a single-service booking with us, where we are acting as principal.

### **Section A – Applicable to all bookings**

#### **Booking Requests**

If you are considering booking a cruise or yacht holiday with Caribtours please read the additional Cruise Terms at the end of this document. If you don't have access to the internet, please call 020 7751 0660 for these and we will send this to you.

The appropriate deposit is required at the time of booking or full payment if you are booking within the balance due date. Your Travel Adviser will confirm all details of your booking and it is vital that you ensure that these are correct and correctly reflected on your confirmation invoice and 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 as soon as possible.

### **Confirmation**

The booking is not accepted until payment has been made and a confirmation invoice has been issued by Caribtours. 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 with a booking confirmation. If a booking is not accepted or Caribtours is unable to make reservations as requested and no acceptable alternative arrangements can be made, all monies will be refunded.

### **Payments**

A minimum deposit of 10% per person is payable at the time of booking for non-European bookings and a deposit of 50% of the total booking value per person for European bookings. If your booking is for a yacht charter, villa or cruise, a deposit of between 15% and 50% of the total booking value is required. An increased deposit may be required for flights on selected routes and travel dates where full payment is required or when flight tickets have to be issued earlier than usual. For stays that cross 15 Dec – 05 Jan festive cancellation terms will apply and these will differ to our standard terms. A 50% deposit will be due at time of confirmation, and final balance due date is 01 September. Cancellation terms will start from 50% after 01 September and are subject to the festive terms and conditions of the hotel you are booked into. Please check with us for any further details applicable to your holiday.

This deposit is your only financial obligation until ten weeks prior to departure (or earlier where advised). Some holidays may be subject to higher deposits and allow for less flexibility on amendments and cancellations by you. Your Travel Adviser will clarify the applicable deposit and payment terms at the time of booking, for each booking you make with us.

The appropriate deposit is required at the time of booking. A confirmation invoice will be issued when all reservations have been made and this shows the final balance due date. If the booking is made within ten weeks of departure, full payment is required at the time of booking. If the holiday is arranged through a travel agent, all monies paid by you to the travel agent, under or in contemplation of a contract with Caribtours, are held by the travel agent as the agent of Caribtours, until the date on which the agent pays the money to Caribtours. Note: Non-payment or late payment outside of these terms may result in the cancellation of the booking (with cancellation charges being applied), or alterations to the booking.

### **Prices & Caribtours' Price Guarantee**

The prices shown on our website and in brochures serve as a guide only and were calculated using the exchange rate and hotel and flight prices at the time of publication. Prices can go up and down. You will be advised of the current price of your holiday at the time of booking and before your contract is confirmed, and the price shown on your confirmation invoice is guaranteed except where you have booked a package holiday (please see Section B).

### **Accuracy**

We endeavour to ensure that the descriptions, information and prices both on our website and in our advertising material 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 arrangements that you wish to book before you make your booking.

Whilst every effort is made to ensure the accuracy of such information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

### **Insurance**

It is essential that you and all members of your party are covered by a policy of travel insurance. Policies can be purchased through travel agents and banks or direct from insurers. You must be satisfied that your insurance fully covers all of your personal requirements included personal accident, death, medical and repatriation expenses, loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses.

### **Special Requests**

Caribtours will make every reasonable effort to make arrangements which comply with special requests,

but cannot and does not guarantee that there will be compliance with the special request/s. Furthermore, Caribtours has no legal liability whatsoever in the event that the holiday arrangements do not comply with the special request.

### **Disabilities and medical problems.**

We are not a specialist disabled travel 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 arrangements. 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.

### **Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Terms and Conditions, we cannot accept liability or pay any compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purposes of these Booking Terms and 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.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports etc. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond Our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

### **Cutting your holiday short**

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel services provided we will not offer you any refund for that part of your holiday 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.

### **Accommodation rating and standards**

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

### **Complaints**

If you or any member in your booking has a complaint during the holiday, they should contact the local Caribtours representative or the hotel manager. These individuals are best placed to put matters right immediately and may well be able to do so. Failure by you to notify Caribtours or its representative may be taken into account when determining any price reduction or compensation for damages where such notice would have avoided or reduced the damage.

If there is still cause for complaint on return to the UK, you are required to seek satisfaction by writing to Caribtours ideally 28 days of the end of the holiday, providing full details of the holiday and the reason for the dissatisfaction.

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). 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 £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires your tour operator to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost-effective way. Details on request or from [www.abta.com](http://www.abta.com).

### **Your Responsibilities**

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, 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 accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements 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 booking arrangements or with us.

### **Excursions**

Please note that we do not provide or arrange excursions other than those listed in your itinerary and forming part of the arrangements booked and paid for in the UK. Our local representatives or guides may put you in touch with local organisers of excursions if you request but we can have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

### **Passport, Visa and Immigration Requirements & Health Formalities**

We can provide general information about the passport and visa requirements for your trip, but this is for guidance only and it remains your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

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. For

further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

**Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.**

For European holidays you should obtain a completed and issued EHIC card prior to departure. EHIC provisions have changed and so you should check <https://www.gov.uk/visit-europe-1-january-2021> and <https://www.gov.uk/guidance/uk-residents-visiting-the-eueea-and-switzerland-healthcare> for updates affecting your travel. You may need to apply for a Global Health Insurance Card prior to departure instead. Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware>. You must obtain comprehensive health insurance cover if you are travelling to the European Union.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

**Non British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

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 reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

**Please note: The impacts of Brexit may change your visa, ticket and health requirements.** Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Government passport checker can be found here <https://www.gov.uk/check-a-passport-travel-europe>.

### **Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these Booking Terms and Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third->

Country-Operator-Certificates/) detailing air carriers that are subject to an operating ban within the UK.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

### **Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Events Beyond Our Control.

### **Conditions of Suppliers**

Many of the services which make up your holiday are provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions which will form part of your contract. 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.

### **Law and Jurisdiction**

Your contract with us and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your itinerary, will be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the Courts of your home country. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract governed by the law of Scotland/Northern Ireland as applicable. If you do not so choose, English law will apply.

### **Financial Protection**

We provide financial protection for flight-inclusive packages and ATOL by way of our Air Travel Organiser's Licence number 2674, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday and travel services listed online or in our brochures will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are 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 the client). 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 their 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). If we, or the suppliers identified on your ATOL certificate, 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 the client's 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 the client has claimed under the ATOL scheme.

If we, or the suppliers identified on your ATOL certificate, 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.

We provide full financial protection for our package holidays which don't include flights, by way of a bond held by ABTA Ltd – The Travel Association, 30 Park Street, London, SE1 PEQ, [www.abta.co.uk](http://www.abta.co.uk)

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Caribtours 5541, and in the event of their insolvency, protection is provided for:

- Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Caribtours.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

You can find out more about ABTOT here: <https://www.abtot.com/>

If you have booked any single service arrangements with us, these will not be financially protected.

### **Out of date range flights**

In cases where the flights requested are not yet available to book, a contract will come into existence on the basis the price payable will be that applicable when the airline releases the seats for sale, which may be different to that advertised at the time of booking.

### **Flight Ticketed Early**

Any flights which have been ticketed at your request earlier than required will be subject to 100% cancellation charges.

## **Section B – Package Holiday Bookings**

**This section only applies to Package Itineraries booked with us, where we are acting as the Package Organiser (please see below for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Terms and Conditions.**

### **Definition of a package**

Where your booking is for a Package itinerary that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in this Section B of these Booking Terms and Conditions.

A "Package itinerary" exists if you book a combination of two of the following separate travel services:

- (a) transport;
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances);
- (d) any other tourist service not intrinsically part of one of the above travel services;

*provided that* those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the

term "package" or a similar term.

**IMPORTANT NOTE:** Please note that:

a. where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or

b. where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or

- are selected and purchased after the performance of the transport, accommodation or car rental has started

These bookings will be treated as "Single Service" bookings and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

### **Pricing of package holidays**

We reserve the right to increase the price of confirmed holidays to allow for increases which are a direct consequence of changes in:

(a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;

(b) the level of fees or taxes chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;

(c) the exchange rates relevant to the holiday.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), Caribtours will notify you of this increase at the latest 20 days before the start of your package holiday, in these circumstances you will be entitled to either accept a change to another holiday if we able to offer one (if this is of lower quality you will be refunded the difference in price), or to cancel your booking and receive 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 in the invoice. Failure to do so will be taken by the Caribtours that you accept the change in price. Caribtours shall refund within 14 days from the time the contract is terminated. If you do not wish to cancel the booking, you can accept the proposed price change. Where you exercise your right to cancel you may accept a substitute package where this is available.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £50. However, please note that travel arrangements 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 itinerary within 20 days of your departure nor will refunds be paid during this period.

### **Cancellation of your package holiday by You**

If you or any other person on the booking needs to cancel a confirmed booking, then this must be



notified to Caribtours in writing. Your notice of cancellation will be effective from the day such written notification is received. Subject to when notification of a cancellation is received, the following scale of charges will be payable by you:

#### Days before departure / Cancellation Charge

70 days or more ----- Forfeit deposit  
69-56 days ----- 20% of total cost of the holiday  
55-43 days ----- 40% of total cost of the holiday  
42-29 days ----- 60% of total cost of the holiday  
28-16 days ----- 75% of total cost of the holiday  
15-3 days ----- 90% of total cost of the holiday  
Within 2 days ----- 100% of total cost of the holiday

For stays that cross 15 Dec – 05 Jan festive cancellation terms will apply and these will differ to our standard terms. A 50% deposit will be due at time of confirmation, and final balance due date is 01 September. Cancellation terms will start from 50% after 01 September and are subject to the festive terms and conditions of the hotel you are booked into. Please check with us for any further details applicable to your holiday.

#### Days before departure / Cancellation Charge for Festive:

After 01 September ----- Forfeit deposit (50%)  
02 Sep - 56 days ----- 75% of total cost of the holiday  
55 days - travel date ----- 100% of total cost of holiday

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

We strongly recommend that you secure adequate travel insurance at the time of booking. Please note that Caribtours does not currently offer insurance policies.

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

**Important Note: Certain arrangements 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 arrangements in addition to the charge above.**

**Unavoidable and extraordinary circumstances:** You have the right to cancel the package holiday contract before the start of the holiday without paying any cancellation fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In such circumstances, you shall be entitled to a full refund of any payments made for the holiday but shall not be entitled to additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purpose of this clause, unavoidable and extraordinary circumstances means for example warfare, other serious security problems such as terrorism, risk to human health such as the outbreak of a 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 destination as agreed in the package travel contract.

This clause 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.

#### **Alteration or transfer of booking by You**

You may transfer your holiday contract to another person provided that person is introduced by you and satisfied any and all the conditions applicable to the holiday. The transferee must agree with all the terms of the contract and Caribtours must be given 7 days' notice in writing before the start of the holiday. Where Caribtours agrees to the transfer, both you and the substituted Passenger shall be jointly and severally liable for the payment of an administration fee of £50 per person as well as any balance due and for any reasonable additional fees, charges or other costs arising from the transfer including change fees as mandated by the airlines or other suppliers. If you are unable to find a replacement, cancellation charges as set out above will apply in order to cover our estimate costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

If you wish to alter any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. Caribtours will do its very best but cannot guarantee that we will be able to meet your request. Where we can meet your request, Caribtours will charge an administrative fee of £75 per person per alteration and will pass on any associated costs incurred by us and/or incurred passed on by our suppliers. **Please Note:** alterations made by you within ten weeks of departure will be subject to a £75 per person per alteration fee. Any alterations are only possible if our suppliers permit them. Where we are unable to assist and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and cancellation fees will become payable by you.

**Important Note: Certain arrangements 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 arrangements.**

It is essential that you ensure that details of all names provided to your Travel Adviser and shown on the confirmation invoice compare exactly with those on each passport of all passengers travelling on the booking. Please note that airlines will usually refuse amendments to reservations after departure, except on the payment of a fee, which varies from airline to airline up to and including the full one-way published fare. Any additional costs resulting from an earlier or later return than the one scheduled will be your responsibility.

#### **Cancellation or Alteration by Caribtours**

Every effort will be made to operate each client's holiday as advertised but Caribtours reserves the right to modify or cancel any holiday arrangements at any time up to 8 weeks before departure.

Changes: If we make a minor change to your holiday, 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 alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally, we may have to make a significant change to your confirmed holiday. Examples of significant changes include the following, when made before departure:

- (a) a change of UK airport (except between Gatwick and Heathrow)
- (b) a change of the itinerary, missing out one or more destinations entirely
- (c) a change of accommodation area for the whole or a significant part of your holiday
- (d) a change of accommodation to a lower rating for the whole or a significant part of your holiday
- (e) a change of the outward departure time or length of holiday by more than 12 hours (except for curtailment or due to unavoidable and extraordinary circumstances).

In the event of building work, extended hotel closure or similar circumstances which result in the accommodation reserved being unavailable, Caribtours will take all reasonable steps to provide accommodation of a similar or higher standard at no extra cost, or if this is unavailable, a lower standard of hotel and a refund of the difference in price of the accommodation.

Caribtours will not cancel your holiday contract less than 10 weeks before your departure date except because of Events Beyond Our Control or failure by you to pay the final balance. We may cancel your holiday if the number of Passengers booked do not meet the minimum numbers required for any package holiday and Caribtours notifies you of the cancellation of the holiday contract no later than:

20 days before the start of the holiday in the case of trips lasting more than 6 days  
7 days before the start of the holiday in the case of trips lasting between 2 and 6 days  
48 hours before the start of the holiday in the case of trips lasting less than 2 days.

Compensation be paid if, where we make a significant change, you do not accept the changed arrangements and cancel your booking or if we cancel your booking and no alternative arrangements are available and/or we do not offer you one. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Number of days Compensation prior to departure per person and amount payable\*.

70-42 days  
£10 41-29 days  
£20 28-15 days  
£40 14-0 days £50

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

- where we make a minor change;
- where we make a significant change or cancel your arrangements more than [60 days] before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 10).

In the event of a material Alteration prior to departure of an essential term of your package holiday, Caribtours will inform you of any cancellation or change of itinerary in writing as soon as reasonably possible and you will be offered a choice of:

- (a) cancelling your booking and receiving a full refund of any monies paid; or
- (b) (for significant changes) accepting the changes arrangements; or
- (c) accepting an offer of another package holiday if available and where offer one (we will refund any price difference if the other package is of a lower value).

Caribtours shall refund any money paid by you within 14 days from the time your contract is at an end.

You must notify Caribtours of your decision in writing within 7 days of receiving the notification or alteration or such time as may be reasonably stipulated. Caribtours will not be liable with indirect or consequential losses. 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 booking arrangements.

In respect of a significant alteration of the package holiday or Cruise after departure, then Caribtours will make suitable alternative arrangements at no extra cost to you for the continuation of your holiday or Cruise. If you do not accept these for good reason or it is impossible to make suitable alternative arrangements, Caribtours will where possible transfer you back to the place of departure or to another place to which you have agreed with us. Compensation will not be payable if the alteration is minor or does not affect the value of the holiday or Cruise or if Caribtours is not able to provide a significant proportion of the package due to an unavoidable and extraordinary circumstance or is not at fault. The Cruise Carrier cannot guarantee due to any extraordinary and unavoidable circumstance that the Cruise will call at every Port on the itinerary or follow every part of the advertised route or schedule. Cancellation in these circumstances of part of the itinerary, substitution of ports or unavailability of some services on board the vessel will not amount to a significant alteration.

### **Our responsibility and Liability**

Caribtours publishes this website on its own responsibility which does not commit any airlines mentioned herein or suppliers whose services are used during the course of the holiday. Caribtours takes all reasonable steps to ensure that those who are involved in the planning and provision of the holiday maintain the highest standards. All information given on our website and in our brochures are correct at the time of going to print, but services or facilities may be changed during the validity of the brochure and at any time. Wherever possible, you will be advised of changes prior to departure. If you consider any particular facility to be vital to your holiday, you must advise Caribtours at the time of booking and confirm it in writing no later than 4 weeks prior to departure. This includes smoking, as many of our resorts have strict policies. Caribtours will endeavour to confirm that the facilities are still available subject to inclement weather or unforeseen eventualities.

Caribtours accepts responsibility for the arrangements 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, as set out in your itinerary and any other information we provided to you regarding the services prior to booking. 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 itinerary or any other information we provided to you regarding the services prior to booking. In the event of a complaint by you as to the standards and/or performance of the travel arrangements, it

will be the local laws and regulations of the relevant country that will be relevant in assessing performance of any travel arrangements, even if the laws of England and Wales have not been met.

We will not be responsible or pay you compensation if you and/or any other person included in your booking suffers personal injury or death unless you are able to provide that it was caused by our negligence or the negligence of our suppliers.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost of other claim of any description if it results from the acts and/or omissions of the person affected, 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 if it results from Events Beyond Our Control.

We limited the amount of compensation we may have to pay you if we are found liable under this clause:

**(a) loss of and/or damage to any luggage or personal possessions and money:** subject to any limits contained in any relevant international conventions that apply to the travel arrangements, 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 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 death, injury or illness:** 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 travel by air, sea and rail, or any stay in a hotel:** the extent of our liability will in all cases be limited as if we were the carriers under the appropriate Conventions, including the Berne/Cotif Convention in respect of travel by rail, the Paris Convention in respect of the provision of accommodation, the Warsaw/Montreal Convention with respect to international travel by air and the Athens Convention with respect to sea travel. These Conventions may 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 - 126 New Kings Road, London SW6 4LZ. Tel: 020 7751 0660.

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 Regulations as if (for this purpose only) we were a carrier.

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.

Subject to these Booking Terms and Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday 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 Terms and Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. 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.

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

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.

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

or if it relates to any business or is an indirect or consequential loss of any kind.

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.

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 holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean 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.

### **Prompt assistance for package holidays**

If, whilst you are taking part in your itinerary, 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.

### **ABTA**

You agree to accept that in the event of our insolvency, ABTA may arrange for the travel services you have booked to continue, or for a suitable alternative to be provided at the same cost of your original booking. You also agree to accept that in circumstances where the travel services supplier provides the services you have booked, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

We are a Member of ABTA, membership number [V6665]. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## **Section C – Single Service Booking**

**This section applies to all single service bookings that you make with us (e.g. accommodation only) when we are acting in a principal capacity. Please read this section in conjunction with Section A of these Booking Terms and Conditions.**

### **Alteration or cancellation by you**

**Alterations:** If you wish to alter any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. Caribtours will do its very best but cannot guarantee that we will be able to meet your request. Where we can meet your request, Caribtours will charge an administrative fee of £25 per person per alteration and will pass on any associated costs incurred by us and/or incurred passed on by our suppliers. **Please Note:** alterations made by you within ten weeks of departure will be subject to a £50 per person per alteration fee. Any alterations are only possible if our suppliers permit them. Where we are unable to assist and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and cancellation fees will become payable by you.

**Important Note: Certain arrangements 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 arrangements.**

**Cancellations:** If you or any other person on the booking needs to cancel a confirmed booking, then this must be notified to Caribtours in writing. Your notice of cancellation will be effective from the day such written notification is received. Subject to when notification of a cancellation is received, the following scale of charges will be payable by you:

Days before departure / Cancellation Charge

70 days or more ----- Forfeit deposit  
69-56 days ----- 20% of total cost of the holiday  
55-43 days ----- 40% of total cost of the holiday  
42-29 days ----- 60% of total cost of the holiday  
28-16 days ----- 75% of total cost of the holiday  
15-3 days ----- 90% of total cost of the holiday  
Within 2 days ----- 100% of total cost of the holiday

For stays that cross 15 Dec – 05 Jan festive cancellation terms will apply and these will differ to our standard terms. A 50% deposit will be due at time of confirmation, and final balance due date is 01 September. Cancellation terms will start from 50% after 01 September and are subject to the festive terms and conditions of the hotel you are booked into. Please check with us for any further details applicable to your holiday.

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

We strongly recommend that you secure adequate travel insurance at the time of booking. Please note that Caribtours does not currently offer insurance policies.

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

**Important Note: Certain arrangements 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 arrangements in addition to the charge above.**

#### **If we change or cancel your single service booking**

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation. Very rarely, we may be forced due to Events Beyond Our Control (please see clause 4) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

#### **Our responsibilities for your single service booking**

Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

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 the act(s) and/or omission(s) of the person(s) affected, the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable, if it results from Events Beyond Our Control.

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

**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 twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

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

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves 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.

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; or (b) relate to any business.

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.

#### **Additional Cruise conditions where relevant**

##### **Health requirements**

You represent and warrant that you and everyone travelling in your booking are physically and otherwise fit to travel. Your cruise ship visits numerous ports in a number of countries. You are solely responsible for checking with your doctor as to which vaccination or medication are recommended or required for those countries for everyone in your booking and with the vet in relation to any one travelling with any assistance dogs as to what vaccinations and certificates are required in respect of such dogs.

Caribtours cannot accept any responsibility for your failure to comply with the necessary medical, passport or visa requirements. The cruise line and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. You and all persons travelling with you agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. In the interest of health and safety the cruise ship may deny boarding to any person who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Where illness is diagnosed on board the vessel you and all persons travelling with you agree that you/they may be required to remain in their cabins for such duration as required by the ship's doctor. Refusal to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. Refusal to remain in the cabin or otherwise reasonably co-operate or follow the Doctor's or Captain's instructions following illness may result in being disembarked at the next port of call. Neither Caribtours nor the Cruise line shall have any liability to you or any person travelling with you in the event of denied boarding or disembarkation. You must pay or reimburse Caribtours and or the Cruise line for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services, including, but not limited to such costs and expenses incurred by or on account of services provided by port agent and other shoreside service providers, including luggage shipping costs.

##### **Pregnancy**

If you or anyone travelling with you is pregnant you/they understand and acknowledge that prenatal and early infant care, in particular, may require specialised diagnostic facilities and/or treatment that are not obtainable during the Cruise on board the ship and/or ashore in ports of call. The ship's doctor is not qualified to deliver babies or to offer pre or post-natal treatment and no responsibility is accepted by Caribtours or the Cruises line in respect of the inability to provide such services or equipment. Caribtours and the Cruises line recommend that pregnant women should seek medical advice prior to travel at any stage of their pregnancy. The Cruise Carrier does not have adequate medical facilities for childbirth on board its ships. Most Cruise ships are unable to carry Passengers who are 23 weeks or more at the start or by the end of the cruise. Caribtours will not therefore, accept bookings for women

who are 23 weeks pregnant at any time during the cruise.

All pregnant women who are less than 23 weeks are required to produce a doctor's letter stating that mother and baby are in good health, fit to travel taking into account the proposed Itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery calculated from both the last menstrual period and ultrasound (if performed). Cruises ships cannot carry any pregnant woman who does not comply with this requirement and will refuse passage to any woman who appears to be in an advanced state of pregnancy. Neither Caribtours nor the Cruise line shall have any liability whatsoever in respect of any refusal to carry a pregnant woman.

### **Medical facilities/ treatment on board and ashore**

You as the Passenger on the Cruise acknowledge that whilst there is a qualified doctor on board the Cruise ships it is the Passenger's obligation and responsibility to seek medical assistance if necessary during the Cruise. The ship's doctor is not a specialist and the ship's medical Centre is not required to be and is not equipped to the same standards as a land based hospital. The ships medical Centre is not designed for the provision of extensive or continuing treatment. The ship carries medical supplies and equipment in accordance with the requirements of its flag state and international law. Neither Caribtours nor the ship's doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result. Charges will apply for services dispensed by the ships medical Centre. Caribtours shall not be liable for any aspect of medical treatment provided to the Passenger, including, but not limited to, the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish the Passenger. Caribtours makes no warranty as to the quality of any such medical services. If Passengers have any medical condition which may need emergency treatment then this must have been disclosed at the time of booking in order for a risk assessment to be undertaken. Passengers may be asked to provide medical evidence to ensure that they can be safely carried. This will be dependent in each case on the extent of illness, mobility, the itinerary, length of cruise and the structure of the ship. Failure to notify at the time of booking can result in carriage being denied by Caribtours if reasonable arrangements cannot be made on the date of embarkation to carry the Passenger safely. In those circumstances there will be 100% cancellation charges. If a Passenger is required to remain on board the Ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason which is not the fault of Caribtours, then the Passenger must pay or reimburse Caribtours for all resulting costs and expenses.

In the event you or anyone travelling with you have to be landed for medical treatment ashore no representations are made regarding the quality of medical treatment at any port of call or at the place at which you are landed. Medical facilities and treatment do vary from port to port. Any cost or expense which is reasonably incurred by the Cruise ship for or on behalf of yourself or any person travelling with you in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by you/them to Cruises ship, whether or not such sum is covered by your/their travel insurance. Caribtours and the Cruise line reserve the right to take any action that they consider appropriate to recover any such costs or expense and You/they agree to fully indemnify and reimburse Caribtours or the Cruise operator in respect of such costs and expenses.

If you require dialysis on board the vessel you must notify Caribtours at the time of booking and every effort will be made to see if this can be accommodated on board the ship. Please note that the medical facilities on board the ship are not equipped to perform dialysis. The shipboard doctors are not trained to provide dialysis treatments but are able to assist in emergency situations. All dialysis equipment and medication must be provided by the Passenger. This includes antibiotics. A risk assessment shall be carried out at the time of booking by the Carrier to ensure that you/they can be carried in these circumstances safely and in accordance with applicable laws.

In relation to any other medical equipment there are limited storage facilities on board. There are restrictions on the number and type of oxygen cylinders which can be carried in cabins. The ships medical centre cannot refill or supply oxygen cylinders liquid oxygen is strictly prohibited. You must notify Caribtours prior to booking of any medical or mobility equipment you wish to take on board the ship.

### **Children**

Some Cruises operators are unable to accommodate children less than six months (6 months) of age and may restrict the number of those who are less than three (3) years of age on board the Ship. Any child under the age of 18 must be accompanied by an adult. If the adult accompanying the child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian and received by Caribtours at least 30 days prior to sailing. No one under the age of eighteen (18) is permitted in the Ship's Casino or to participate in any monetary based games of chance (including



Bingo) on board. No one under the age of eighteen (18) shall be served alcohol on board the Vessel. When docked or anchored in US Ports or within the three mile limit, alcoholic beverages will not be served to guests under the age of twenty-one (21).

### **Disabled passengers or passengers with Reduced Mobility**

You are asked to provide full details at the time of booking if you or any person travelling in your booking has reduced mobility in order that Caribtours can consider whether the cruise holiday and any shore excursion is generally suitable for persons with reduced mobility. "Disabled Person" or "Disabled" or "Disability" means any physical or psychiatric disability or other medical condition which affects the Guest's health and or ability to participate in the Cruise. "Person with Reduced Mobility" means 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 the service made available to all Guests.

Caribtours and the Cruise line priority is always the comfort and safety of its Passengers as well as complying with the strict legal requirements of the law relating to safety of life at sea. In order to achieve these objectives, any Passengers with a Disability or Reduced Mobility must at the time of booking and before boarding provide as much detail as possible of the matters given below to Caribtours so that the Carrier can consider its obligation to carry the Passenger in a safe and operationally feasible manner, taking into account any issues relating to the design and facilities of the ship or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage which may therefore have an impact on the Passenger's safety and comfort.

You are asked to provide full details if you or anyone travelling with you is unwell, infirm, Disabled or has Reduced Mobility prior to Carriage. You/they are also asked to provide full details:-

- a) If the Passenger requires a Disabled cabin. The cruise Ships have a limited number of such accessible staterooms available on a "first come first serve" basis.
- b) If the Passenger has any special seating requirements.
- c) If the Passenger has need to bring any electrical or other medical equipment on board.
- d) If the Passenger needs to bring a recognised assistance dog on board the vessel. Please note that assistance dogs may be subject to national certificate regulations. An assistance dog must provide a physical service to the guest in order to qualify as an assistance dog.

Please ask for our Special Needs form in order that we can assess your personal requirements. Where the Cruise line considers that it is strictly necessary it may require a Disabled Person or Person with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Carrier assessing the person's need on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary.

If you or anyone travelling with you has any particular medical conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organised by you/them and at your/their expense. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of specialised care for physical or psychiatric or other conditions.

The Cruise line may refuse to carry any person who has failed to adequately notify Caribtours of any Disabilities or needs for assistance in order for the Carrier to make an informed assessment that the person can be carried in a safe and operationally feasible manner on the grounds of safety. If you or any person travelling with you become aware between the date of booking the cruise and the date of commencement of the cruise that you/they will require special care or assistance as detailed above then you/they are asked to inform Caribtours and/or the Carrier immediately so that the Carrier can make an informed assessment whether or not you/they can be carried in a safe and operationally feasible manner. If after careful assessment of your or any person travelling with you their specific needs and requirements, Should Caribtours or the Cruise line conclude that you/they cannot be carried safely and in accordance with applicable safety requirements then Caribtours can refuse to accept a booking or the Cruise line can refuse embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety. In those circumstances you will be entitled to request that Caribtours or the Cruise line provide its reasons to you in writing within 5 working days. See also Complaints in the section below.

Some ports of call are anchorage ports which require the use of tenders or other forms of small craft to go ashore. Passengers who are Disabled and or have Reduced Mobility may have difficulty in safely using

the tender or small craft and must not therefore do so. In the event of any Disabled passenger or Person with Reduced Mobility seeking to use the tender or small craft when it is not safe to do so then the officer in charge of the operation and or the Captain of the Ship can refuse to allow the Passenger to use the tender on the grounds of safety. Passengers are required to volunteer any Disability or Reduced Mobility which may affect their ability to embark/disembark the ship by any means to the officer in charge of tender operations.

Any Passenger in your booking confined to a wheelchair is asked to furnish their own standard size collapsible wheelchair and the Passenger must also be accompanied by a travelling Passenger fit and able to assist them. Wheelchairs and scooters must not be more than 22' in width. In order to comply with Safety of Life at Sea and other Regulations each cabin is limited to two pieces of medical and or mobility equipment to a combined total value of 2250 SDRs (approx £2158.50). The Carrier can give permission in writing to allow these limits to be exceeded. The Carrier's assessment will be based on safety and reasonableness. Wheelchairs and walkers cannot be carried on tour buses due to space limitations. Passengers in wheelchairs will not be manually handled or carried by crew or contractors at any time into tenders, on ramps, transportation of any kind. This is a significant health and safety risk for the Passenger and the individuals. Please note that third party facilities ashore such as restaurants, hotels and other tourist providers may not be able to cater for wheelchair users.

### **Medical Equipment**

It is your responsibility or that of any person travelling with you requiring to bring any medical equipment on board the ship to notify Caribtours at the time of booking in writing if you/they need to have medical equipment on board and providing details of what type of equipment this might be so that Caribtours can inform the Carrier in order that the Carrier can ensure that the medical equipment can be carried and/or carried safely. It is important that you or any person travelling with you contact the manufacturer or supplier to ensure that any medical equipment you/they are intending to bring on board is safe to use. It is your/their responsibility to arrange delivery to the Ship prior to departure of all medical equipment. It is your/their 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. You/they must be able to operate all equipment.

Portable oxygen tanks and oxygen concentrators may subject to space and applicable regulations be used on board, provided that Caribtours is notified in writing at least 30 days prior to sailing and it has obtained the Carrier's consent in writing in respect thereof. Liquid oxygen is not permitted on board.

### **Pets and Service Dogs**

Pets and other animals are not allowed on board the Ships. The Carrier must agree at the time of booking or prior to embarkation, in writing, that you or anyone travelling with you can bring a recognised service dog on board the ship. Prior notification is required in order to determine whether the Carrier can accommodate the service dog. If you or anyone travelling with you has not provided this information the Carrier cannot guarantee that the assistance dog will be carried. There may be national certificate requirements. It is the Passenger's responsibility to check the requirements at each port to include embarkation, disembarkation as well the various ports of call. The service dog must provide a physical service to the Passenger to qualify as an assistance dog. The cruises, subject to the ship structure and itinerary may be unsuitable for Passengers who need assistance dogs. A risk assessment will be carried out at the time of booking. It is important that you provide as much information as possible,

### **Security**

Weapons, ammunition, explosives, substances that are hazardous, disabling, or illegal, or any other article that in the opinion of the Master of the ship shall be deemed dangerous, are strictly prohibited aboard the Ship. Such additional dangerous articles include, but are not limited to, firearms, stun guns, swords, ice picks or knives. A more comprehensive list of prohibited items is available through the Carrier from Caribtours. Any such items shall be surrendered to the Captain at embarkation, and may be disposed of in the sole discretion of the Captain.

You and everyone travelling with you hereby consents to a reasonable search being made of your/their person, Luggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of the Captain impair the safety of the Ship, be illegal or inconvenience other Passengers on board.

The Carrier endeavours at all times to exercise reasonable care for comfort and safety on board its Ships of all Passengers. The Carrier cannot guarantee freedom from all risks associated with war, terrorism,

crime, or other potential sources of harm. The Carrier reminds all Passengers that they must ultimately assume responsibility for the activities while ashore and for their other travel choices.