

## **Marella Cruises Holiday terms and conditions for all holidays booked after 01/12/21**

### **Our Agreement**

#### **Our Agreement for Cruise Holidays.**

We are Marella Cruises Limited, Company Number 12562788, our Registered Office is Wigmore House, Luton, LU2 9TN and Our Agreement sets out what we can expect from each other when you buy a holiday from us.

#### **Booking Your Holiday**

When you book your holiday you are accepting Our Agreement on behalf of everyone travelling with you. We will only deal with you, the lead name, and you must be an adult when you book. Anyone aged under 18 on your holiday must be accompanied by an adult.

When we say “you” and “your” we mean you, as the lead name, or you and everyone travelling, depending on the context.

Our Agreement, includes our [A-Z Guide](#), the conditions of carriage of the cruise operator and the provisions of international conventions (including the Warsaw, Montreal, Strasbourg and Athens conventions) that apply to travel by air, land, sea or river. Please ask for a copy of any conditions applicable. Our Agreement along with the relevant details in the booking confirmation is the entire agreement between us for your holiday.

Our Agreement is made under the laws of England and Wales. You submit to the exclusive jurisdiction of those courts. You can choose the law and jurisdiction of Scotland or Northern Ireland but only if you live there.

#### **Providing Information**

You must ensure all information you give is correct. We'll use the personal data you give us in line with our Privacy Notice. You must pass on any information we give you to everyone travelling. You must comply with all passport, visa and other immigration requirements. Your passport and travel documents must be in good condition – you may be refused travel if they are damaged. If you are not self-reliant or have reduced mobility (like finding it hard to walk 500 metres) you must tell us before you book and if this changes tell us at least 48 hours before your holiday.

#### **The Price You Pay**

When you book your holiday, you must pay a deposit unless this is within 12 weeks of your holiday when you must pay in full. We'll tell you the price of your holiday and the deposit before you book. At least 12 weeks before you go you must pay the full balance. If you don't, we can cancel your holiday and charge you a termination fee.

When you book your holiday, we'll send your booking confirmation within 14 days. Mistakes can happen, so if any price on your booking confirmation, our website or our booking systems is obviously wrong, a booking made based on that price won't be valid, we can cancel it and refund you unless you want to pay the correct price.

If your holiday price changes because of movement in the relevant exchange rates, taxes or fees charged by someone else including tourist or landing taxes, port or airport fees or the cost of transport fuel or other power sources we can charge you that increase

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or refund to you a decrease (less our administrative expenses) providing it doesn't happen within 20 days before the start of your holiday. If we need to do this, we'll forward an amended invoice to you showing the changes made along with a detailed explanation.

We'll absorb any increase of 2% or less of your holiday price, so we won't pass on any increase below that level.

If the increase is more than 8% of the holiday price, you may cancel your holiday within 14 days of us telling you about the increase and we'll refund your holiday price except any amendment charges; and the increase will be considered a major change, see below.

### **COVID-19**

Travel insurance can be purchased to cover you for any medical expenses related to COVID-19 while on holiday. For more information, visit <https://insurance.tui.co.uk>

## **Before Your Holiday**

### **If You Change Your Holiday**

Sometimes you can make changes to your holiday. The table below shows the amendment fee that we charge, which you'll need to pay together with any additional costs if the new holiday is more expensive. Where we treat your change as a cancellation, you'll pay a termination fee instead of an amendment fee. If the new holiday is more expensive you'll need to pay these fees and the difference in price.

Airlines or other transport providers can charge a fee for a change and sometimes treat a change as a cancellation. Fees can be up to 100% of the price for that part of your holiday. You must pay those fees as well as the amendment fee shown below.

When making changes, the price of your new travel arrangements will be based on the price that applies on the day you make the change. Please note there won't be any reduction in the price you pay, even if your new travel arrangements are cheaper than your original booking.

If your change means fewer adults travel, and your holiday price is based upon the number of adults, we'll recalculate the total price and the price per person may go up. This extra price isn't a termination fee. You will also need to pay the appropriate proportion of the termination fee for the adult who has cancelled. See "If you Cancel Your Holiday".

Some elements of your holiday, such as excursions, transfers, children's activities, flight or accommodation options, room/board upgrades, late check-out rooms theme park tickets and airport parking, may be non-refundable.

You may transfer your holiday to someone else if you give us at least 7 days' notice in writing or by email and the new lead name accepts the transfer and the terms of Our Agreement – insurance can't be transferred. You will be responsible, together with the new lead name, for our amendment fees and any costs as a result of the change.

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<b>Amendment fees</b>	<b>29 days or more before your holiday</b>	<b>28–15 days before your holiday</b>	<b>14–0 days before your holiday</b>
To change a name, passenger, or passenger type (you can correct a spelling error without paying a fee)	£25 per person	£25 per person	£25 per person
To upgrade a service, add on a flight extra, upgrade a room type or board basis	No fee	No fee	No fee
To change duration, the time of a TUI Airways flight or to travel on an earlier date than planned	£50 per person	£50 per person	£50 per person
To change accommodation, departure or destination airport, or to change a flight not operated by TUI Airways	£50 per person	Treated as a cancellation	Treated as a cancellation
To travel on a later date than planned	Treated as a cancellation	Treated as a cancellation	Treated as a cancellation

### If You Cancel Your Holiday

To cancel your holiday you must tell us as soon as possible. If you booked using a travel agency, that agency must tell us. When your holiday has been cancelled you will receive a cancellation invoice. You must pay a termination fee which covers our administration costs and compensates us for the risk that we do not resell your holiday. The fee is based upon how long before your holiday you tell us you want to cancel and is a percentage of the total price of your holiday.

<b>Termination Fees</b>	
<b>How long before your holiday you cancel</b>	<b>Percentage Of Your Holiday Price</b>
70 days or more	Loss of deposit
69 - 63 days	30%
62 - 49 days	50%
48 - 29 days	70%
28 - 15 days	90%
14 - 0 days	100%

Even if the termination fee is lower than the deposit, your deposit will not be refunded. We may not be able to refund elements of your holiday if they are added extras.

If you are cancelling because of an unavoidable and extraordinary circumstance happening at your destination that will significantly impact the performance of your holiday or your flight to get there, you will not have to pay a termination fee and your deposit will be refunded.

### If We Cancel Your Holiday

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If we cancel your holiday, except where it's because you haven't paid or you have been disruptive, you can have a refund or accept a replacement holiday from us of a similar standard and price if we can offer you one. We'll also pay the compensation shown below (unless we have cancelled because of one of the reasons listed in 'Events Beyond Our Control' or where you haven't paid) and we'll refund the difference if the replacement holiday is of a lower price.

### **If We Change Your Holiday**

We aim to give you what we promise but, as we plan our holidays a long time in advance, sometimes things can change. We can make a change at any time but will let you know before your holiday if there's time.

Flight times given are for guidance only – your actual times will be shown on your e-ticket. Check that carefully when you receive it. Aircraft type can change and some facilities such as entertainment or advertised seat pitch may not be available. If we can't provide a seat option, we'll refund the price you paid for that option.

Occasionally, we may have to make a major change to your holiday such as a change of destination, a downgrade of your accommodation by one full star rating, a change in flight time by more than 12 hours or a change of UK departure airport. A change in flight time that we need to make within 24 hours before you are due to fly is not a major change unless the time changes by more than 24 hours.

If we tell you about a major change after you book your holiday, you can accept the new arrangements offered by us; or accept a replacement holiday from us of the same or similar standard and price at the date of the change (we'll always refund the difference in price if the replacement holiday is a lower price at the date of the change) if we are able to offer you one; or cancel your holiday with us and receive a full refund.

If we make a major change, and you choose to cancel your holiday and receive a full refund, we'll pay the compensation shown below, unless the change is because of an event beyond our control. Any compensation payable is based upon how many days before your holiday departure we tell you about a major change. We'll pay 50% of the compensation for each person who paid a child price. No compensation will be paid for free child places.

<b>How long before your holiday we tell you about a major change</b>	<b>Compensation per person</b>
84 days or more	0
83 - 29 days	£25
28 - 15 days	£35
14 - 8 days	£50
7 - 0 days	£100

### **Events Beyond Our Control**

Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, any failure to secure relevant flying rights, natural or nuclear disasters, fire, health risks, unavoidable and

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unforeseeable technical problems with transport, closed or congested airports or ports, actual or potential severe weather conditions, the imposition of sanctions or other Governmental action and any other similar events.

### **On Your Holiday**

#### **Behaviour**

Only you can use your accommodation. You must not let anyone else stay there. You are responsible for any damage to your accommodation or its contents during your holiday.

We can refuse to accept you on your holiday or continue dealing with you if we, or someone in authority, believe your behavior (by any form of communication or in person) is disruptive. The Captain of your aircraft or ship can restrict your movements on board or remove you.

If you are disruptive and stopped from boarding your flight from the UK, or disruptive during your flight, we'll treat your booking as cancelled by you at that moment. If you are disruptive on your holiday we can remove you from your accommodation and you will be responsible for your own return home and for any other members of your group who cannot or will not travel without you. You will not be entitled to a refund in either case and we will not provide compensation or meet any costs or expenses.

If you are disruptive you will be responsible for any damages, costs and expenses (including legal expenses) incurred as a result. This can include cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

Disruptive behavior includes being threatening or abusive, damaging property, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger.

#### **Excursions**

We may introduce you to suppliers of excursions or other services. If you buy one of these, you'll be contracting with the supplier directly, we act only as an agent and have no liability for the performance of that contract. Our Agreement doesn't apply to any contract for excursions or other services.

#### **If Things Go Wrong on Your Holiday**

You benefit from the rights applying to packages under The Package Travel and Linked Travel Arrangements Regulations 2018. We are responsible for all the travel services included in your holiday. If any of them isn't provided as we agreed, we'll pay you compensation, if appropriate, unless it's due to an event beyond our control (see 'Events Beyond Our Control'), is your fault or is caused by a third-party.

If you are in difficulty on your holiday we'll help by providing information on health services, local authorities and consular assistance. We'll help you make phone calls, send emails or make alternative travel arrangements. You must pay any costs we incur if the difficulty is your fault.

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### **If You Have A Complaint**

It is very rare for things to go wrong. If they do, you must tell the supplier in question and our representative straight away so they can solve the issue. If our representative isn't available, you should contact our TUI Experience Centre which is open 24/7. If you're still not satisfied, contact After-Travel Customer Support within 28 days of coming home so we can investigate properly. Contact details are in the A-Z Guide.

We usually solve any issues but you can use ABTA's scheme for resolving disputes at [www.abta.com](http://www.abta.com).

### **Personal Injury**

Your holiday is made up from services provided by suppliers who follow local standards. Overseas safety standards are generally lower than in the UK.

If anyone travelling suffers injury, illness or death because of the services provided as part of your holiday, you must tell us and the supplier involved about it and complete a report at the time. After your holiday you can contact After-Travel Customer Support. It must be no more than 3 months after you come home so we can investigate properly. Contact details are in the A-Z Guide.

### **Protecting Your Money**

We provide security for the money you pay for your holiday and to bring you home in the event we become insolvent. When you buy a holiday from us that includes a flight, we do this by way of an ATOL (11878) managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR. We also place a bond held by ABTA (Y6722), 30 Park Street, London, SE1 9EQ, for holidays that do not include flights.

We've tried to write Our Agreement clearly. Unfortunately, the ATOL rules make us include the next three paragraphs exactly as they're written.

Your Financial Protection. When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, 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 you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

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

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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.

Where your holiday is protected under the ABTA scheme, you agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original holiday. You also agree to accept that in circumstances where the travel service provider provides the services you have bought, 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.

All money you pay to a travel agent for your holiday is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.