

BOOKING CONDITIONS

These booking conditions set out the terms of your contract with Riviera Tours Limited trading as Riviera Travel (Riviera). Please read them carefully as you will be bound by them. References to "you" and "your" and "passenger(s)" means all persons named on the booking (Booking Party) (including those added at a later date) "We", "us", "our" means Riviera. For cruises, we will be the contracting carrier.

1 MAKING A BOOKING

We will confirm your holiday by issuing a confirmation invoice to the party leader who confirms they have authority on behalf of the party including minors (under the age of 18) to make the booking and accept these conditions on behalf of everyone in the booking party. You are responsible for obtaining and providing information and payments required by us in accordance with these conditions. A binding contract comes into existence after we have issued the confirmation invoice. If a flight is purchased through us, we will provide an ATOL certificate with your confirmation. Please check your documents carefully and contact us immediately if any information on any document is incorrect. We cannot accept liability if we are not notified of any inaccuracies in any document within 10 days of our sending it out (5 days for tickets). You may contact us by e-mail at info@rivieratravel.co.uk or call us on 01283 742317.

2 PAYMENT

The relevant deposit must be paid to confirm your booking. The balance of the holiday cost is due 75 days* prior to the departure. If full payment is not made on time, we will cancel your booking and keep all payments paid at that date and levy cancellation charges shown in clause 8. If booking within 75 days* of departure full payment must be made at the time of booking.

A binding contract comes into existence when we issue the confirmation invoice.

*75 days for Worldwide and European tours, and 101 days for all Cruises, River, Yachts and Ocean.

At the time of booking, we will ask for your consent to arrange for the balance payment to be taken from the debit/credit card with which you paid your deposit, and this will be automatically taken on the balance due date. Should you wish to pay by an alternative method you will need to advise us at the time.

3 YOUR FINANCIAL PROTECTION

We are Riviera Tours Ltd, New Manor, 328 Wetmore Road, Burton on Trent, Staffordshire DE14 1SP.

We hold an Air Travel Organisers license issued by the UK Civil Aviation Authority (ATOL number 3430). When you buy ATOL protected flights or a flight inclusive package from us you will receive an ATOL certificate. This lists what is financially protected, where you can get the information on what this means to you and where 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 or the suppliers 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). 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 the 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 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 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. The Civil Aviation Authority can be contacted at [Gatwick Airport South, West Sussex, RH6 0YR, UK tel +44 \(0\)333 103 6350, e-mail claims@caa.co.uk](mailto:Gatwick Airport South, West Sussex, RH6 0YR, UK tel +44 (0)333 103 6350, e-mail claims@caa.co.uk)

If our holiday does not include flights, we provide full financial protection for your holiday by way of a bond held by ABTA - The Travel Association, 30 Park Street, London SE1 9EQ, www.abta.com. You agree to accept that in the event of our insolvency ABTA may arrange for services you have bought to continue, or a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier 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 payment card issuer where applicable) for a refund of the monies you have paid.

4 THE PRICE OF YOUR HOLIDAY

Please note, advertised prices may have changed by the time you book your holiday and errors may occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to change prices and correct errors in advertised prices at any time before or after your holiday is confirmed. Subject to the correction of errors or amendment costs once booking is confirmed we can change your holiday price only in certain circumstances.

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power services, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes, embarkation or disembarkation fees at ports or airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

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. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of the travel arrangements you will have the option of accepting a change to another holiday if we are able to offer one. Any price difference if the alternative is of a lower value can be used towards an optional excursion, towards a future Riviera holiday or refunded. Or cancelling and receiving a full refund of all monies paid except for any amendment charges.

5 SPECIAL REQUESTS

Special requests must be advised at the time of booking. Unless specifically confirmed by us in writing all special requests are subject to availability and may incur an additional charge at your hotel. Please note that any special requests will not be binding and do not form part of your contract.

6 TOUR OR CRUISE ONLY BOOKINGS - YOUR RESPONSIBILITY

Sometimes we may be able to offer tour or cruise only holidays subject

to availability, please call for details. If you choose one of these holidays your tour or cruise will begin at the hotel or ship stated in the itinerary. You must make your own travel arrangements including your flight or rail travel plus transfers to the first hotel or ship and onwards from the final hotel or ship. We will not be liable for the cost of any travel arrangements you put in place if the tour or cruise is cancelled or the starting point of your cruise or tour destination has changed. You must send us details of your travel arrangements at least 8 weeks prior to your departure.

It is your responsibility to ensure that you arrive at the stated embarkation point at the required time for any ship that forms part of your holiday. If you are late, whilst we will make reasonable efforts to assist you in joining the ship, this may not be possible and in such circumstances your holiday will be treated as cancelled and you will not be entitled to any price reduction, refund or any other compensation.

7 CHANGES BY YOU

You can transfer your booking to another person who satisfies all the conditions applicable to the contract by giving us notice as soon as possible and no later than 7 days before departure. Such a transfer may incur fees, charges or other costs and we will inform you of these before the transfer is confirmed. You and the person to whom your booking is being transferred will be responsible for paying any fee, costs and/or charges we incur in making the transfer.

Any amendment other than name changes and transfer of your booking to another person are discretionary and we may not be able to agree to them. Any amendments we agree after issue of the confirmation invoice will incur an administration fee of at least £40 per person plus any costs incurred by us and/or charged by our suppliers. Some amendments may be treated as a cancellation of the original booking which will require payment of the applicable cancellation fee which could be up to 100% charges. A change of holiday dates is a cancellation of the original booking and the cancellation charges in clause 8 apply. Name changes are allowed 7 days or more prior to travel. All costs must be paid before the amendment can be affected.

8 CANCELLATION/CURTALMENT BY YOU

You can cancel your holiday at any time by contacting our office. The cancellation of your holiday will be effective once we have heard from you. Since we incur costs in cancelling your travel arrangements you will have to pay cancellation charges as set out below. Where a percentage is shown this is a percentage of the total holiday cost. Please note that if you cancel, any insurance premiums you have paid may be non-refundable as they do not form part of the holiday contract.

Worldwide and European Tours

Period before departure within which notification of cancellations is received by us	Cancellation charge per person cancelling
More than 75 days	Deposit
74 - 61 days	50%
60 - 31 days	70%
30 - 15 days	90%
14 days or less	100%

All Cruises, River, Yacht and Ocean

Period before departure within which notification of cancellations is received by us	Cancellation charge per person cancelling
More than 101 days	Deposit
100 - 61 days	50%
60 - 31 days	70%
30 - 15 days	90%
15 days or less	100%

In addition, a change or cancellation of flights and other transport costs can result in 100% cancellation charges irrespective of the day of cancellation. Part cancellation will require recalculation of the holiday price and we will re-invoice you accordingly. If a cancellation results in single occupancy of a cabin or hotel room, a single person supplement will be payable except when 100% cancellation charges have been paid by the person cancelling.

CURTALING YOUR HOLIDAY

If you are forced to cut short your holiday and return home due to personal reasons, we cannot refund the cost of the unused travel arrangements. Depending on the circumstances your travel insurance may offer cover for curtailment and a claim should be made directly with them.

9 INSURANCE

You must have valid and appropriate travel insurance for the full duration of your trip. You should ensure that your policy provides at least comparable cover to that provided by the policy of our insurance partner. We may ask you to provide evidence of your travel insurance and if you cannot do so or do not purchase any travel insurance, we will not allow you to travel and will treat your holiday as cancelled with the applicable cancellation fee due. You will be responsible for indemnifying us in full in respect of any costs we incur because of your failure to have adequate and appropriate insurance cover.

We would recommend that your policy should cover you fully for COVID-19 should you need to cancel in advance of travelling or should you contract this while you are away, and it is necessary for you to be isolated to your cabin/room and unable to participate in the holiday.

10 CHANGES OR CANCELLATIONS BY US

(1) Changes to confirmed holiday arrangements sometimes have to be made and we reserve the right to do so in accordance with this clause. Most changes will be insignificant and we have the right to make these. When an insignificant change is made before departure we will notify you in writing. No compensation is payable for insignificant changes. Occasionally before departure we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of the contract. Where we have to do so, clause 10 (4) and (5) will apply.

(2) All alterations which are not significant in accordance with 10 (1) will be treated as insignificant changes. Insignificant changes include but are not limited to, a flight time change of less than 12 hours, change of airline, change of departure airports between London airports, (Heathrow, Gatwick, Stansted, Luton & City) change of the type of aircraft (if advised) or the destination airport, a change of accommodation for the majority of your time away, being in a new area which is less than 15 miles away from the original, a slight change to the itinerary.

(3) Our holidays require a minimum number of passengers to enable us to operate them and we reserve the right to cancel any holiday where the minimum number is not achieved by notifying you not less than 20 days prior to departure. Failure to achieve the minimum does not however oblige us to cancel.

(4) If we have to significantly alter any of the main characteristics

of your confirmed arrangements we will provide you with all the following information as soon as possible (i) the proposed alteration and any impact this has on the price (ii) if you do not wish to accept this alteration, details of a substitute package we are able to offer and any price reduction where this is of a lower quality or cost, or any price increase where this is significantly higher quality or cost (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any substitute package offered and (iv) the period within which you must inform us of your decision and what will happen if you do not do so.

(5) If you choose to cancel your booking in accordance with clause 10(4), we will refund all payments you have made to us within 14 days of the date we receive your notification. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (as defined in clause 11).

(6) Occasionally, it may be necessary to cancel confirmed holiday arrangements. We reserve the right to terminate your contract for any reason, but we will not do so after the date for payment of the balance of your holiday price has passed unless this is due to unavoidable and extraordinary circumstances. If (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 11) and we notify you of this without undue delay or (ii) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 10(3), we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We may be able to offer you comparable alternative arrangements which you may choose to book in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 2 will apply.

(7) We will, where appropriate, pay you the compensation in the table below. This compensation will not be payable where a change is not significant, or we have to make a change or cancel as a result of unavoidable and extraordinary circumstances, or we have to cancel because the minimum number of bookings has not been achieved as referred to in clause 10(6).

(8) In the event that unavoidable and extraordinary circumstances occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges. Please note your right to cancel under these circumstances will only apply where the Foreign, Commonwealth & Development Office (FCDO) has changed its advice after the date of booking and are advising against all but essential travel at the time you are planning to travel.

Period before departure a significant change or cancellation is notified to you	Compensation per person
More than 56 days	Nil
56 - 15 days	£10
14 days or less	£25

(10) We cannot guarantee that cruises will call at every port on the itinerary. Cancellation of part of the itinerary, substitution of ports or unavailability of some services will not amount to a significant alteration. View our European River Cruise Assurance on our website.

11 UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

We cannot accept liability or pay any compensation where the performance of our obligations is prevented or affected as a result of unavoidable and extraordinary circumstances. This means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures have been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, pandemic, fire, closure, restriction or congestion of air space, airports and ports, an operating ban on the carrier due to perform your flights, UK Foreign Commonwealth office advice and all other events out of our control.

12 OUR LIABILITY TO YOU

(1) We are responsible for the proper performance of the travel services included in your contract. This means we or our suppliers of services must perform those travel services with reasonable care and skill. You must inform us without undue delay of any lack of conformity to the contract which you perceive during your holiday.

(2) If any of the travel services are not performed in accordance with the contract you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to (i) you or another member of your party, (ii) a third party unconnected with the provision of the travel services in the holiday contract and is unforeseeable or unavoidable and extraordinary circumstances which means a situation beyond our control the consequence of which could not have been avoided even if all reasonable measures had been taken.

(3) Our liability except in cases involving death, injury or illness will also be limited in accordance with and/or in an identical manner to:

A The Contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into the booking and

B Any relevant international convention for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation which limit the amount of and conditions under which compensation can be claimed 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 the extent of or to the conditions under which compensation is to be paid under these or any conventions.

(4) Liability for incidents on any of the international sea cruises will be regulated by EC Regulation 392/2009 (hereinafter referred to as "the regulation") provided the carriage by sea satisfies the definition of the protocol of 2002 to the Athens Convention relating to the carriage of passengers and their luggage by sea 1974. A summary of the Regulation may be found at <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=celex%3A32009R0392>

The regulations limit the liability of the carrier in respect of passengers and their luggage in the event of accidents. In the event of death or personal injury we would be limited to a maximum of 400,000 SDR or in the event of terrorism 250,000 SDR if found liable. These damages can be reduced for any contributory negligence of a passenger. In the event of loss or damage to luggage we would be limited to a maximum of 2,250 SDR subject to a deductible of 149 SDR per person, if found liable. The provision of a safe in the cabin on the ship does not affect whether a charge is levied or not.

The daily conversion notes for Special Drawing Rights (SDR's) can be