

## **These booking conditions set out the terms of your contract with Riviera Tours Limited trading as Riviera Travel**

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.

## **Your Booking Conditions**

### **1) Making your 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](mailto: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:claims@caa.co.uk) [www.caa.co.uk](http://www.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](http://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, or a full refund. (Please note the above is only applicable when the charges are imposed by third parties as outlined above)

#### **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/Curtailment 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.

### All Cruises, River, Yacht and Ocean

Period before departure within which written notification of cancellation 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%
14 days or less	100%

### Worldwide and European Tours

Period before departure within which written notification of cancellation 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%

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.

### **CURTAILING 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 cancellation 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 10 (5) will apply.
2. All alternations 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.
- 9.

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](#)

## 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 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 found on the International Monetary Fund website at [www.imf.org](http://www.imf.org)

(5) Where your contract includes carriage on inland waterways the liability of carriage to all passengers shall be determined in accordance with the Convention.

(6) Where your contract includes carriage on inland waterways the liability of the carrier to all passengers shall be determined in accordance with the Convention on Limitation of Liability for Maritime Claims. The limit for claims involving death or personal injury is 175,000 SDR per passenger per carriage. The Strasbourg Convention as amended applies to vessels navigating on waterways located in the territory of a state party which limits passenger claims involving death or personal injury to 60,000 SDR per person subject to a maximum of 6,000,000 SDR.

(7) You can ask for copies of the travel service contractual terms, or the international conventions.

(8) Under EU Law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline, or any other service provider will be deducted.

(9) If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit does not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

(10) This entire clause 12 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday. We are not responsible for any services which do not form part of our holiday contract with you.

(11) Please note, the travel services we have agreed to provide or arrange as part of our contract will be subject to the laws and applicable standards of the country in which they are provided.

This means that on occasions, you might find standards to be lower than those you are used to in the UK.

### **13) Complaints and problems**

All complaints and any problems must be reported whilst on holiday at the time you become aware of them. If you fail to follow these procedures your right for compensation may be affected as we were not given the opportunity to investigate and rectify the problem at the time. If you remain dissatisfied, you must write to us within 28 days of your return to the UK with booking reference and full details of your complaint in accordance with the ABTA Code of Conduct. We will reply within 28 days.

In respect of cruises which commence in the EU, complaints pursuant to EU regulation 1177/2010 must be sent to us as soon as possible. We will endeavour to respond within 28 days. If you are not happy with our final decision you can refer your complaint to the Cruise line International Association which is the voluntary complaints body authorised by the Department of Transport to deal with complaints at [Passengerrights@cruising.org](mailto:Passengerrights@cruising.org)

### **14) Arbitration: ABTA**

We are a member of ABTA membership number V4744. We are obliged to maintain a high standard of service to you by ABTA 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 cannot 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 at [www.abta.com](http://www.abta.com)

Disputes arising out of or in connection with your booking which cannot be amicably settled may be referred to arbitration under a special independent scheme arranged by ABTA which provides for a simple arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or obtained from [www.abta.com](http://www.abta.com). Your application for Arbitration and other required documents must be received by ABTA within 18 months of your return from the holiday. For injury and illness claims you can request the ABTA mediation procedure and we have the option to agree to this.

You can also access the European Commission Online Dispute (ODR) resolution platform at <http://ec.europa.eu/consumers/odr>. The ODR platform is a means of registering your complaint with us. It will not determine how your complaint should be resolved.

### **15) Behaviour and damage**

You are responsible for any damage or loss caused by you. Full payment for any such damage or loss must be made on demand as soon as possible. If in our or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger upset or distress to any third party or damage to property we shall be entitled to terminate your holiday and/or require you to leave the accommodation or other service. We will have no further responsibility to you. No refunds will be made. You must not solicit other persons for commercial purposes or advertise goods or services without our prior written permission.

### **16) Conditions of suppliers**

You are bound by the terms and conditions and conditions of carriage of our suppliers and independent contractors which we incorporate into these booking conditions which may limit or exclude liability to you.



## **17) Passports, visas and health requirements**

For guidance we have details on our website of general passport and visa requirements applicable to our holidays together with details of compulsory health requirements. It is however, your responsibility to ensure you have and comply with passport and visa requirements and you are aware of all recommended vaccinations and health precautions. We cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to comply with these requirements.

We cannot complete visa applications or passenger locator forms on your behalf.

## **18) Foreign travel advice**

The Foreign, Commonwealth and Development Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) which we would recommend you consult before booking and in good time before departure.

## **19) Flights**

In accordance with the EU Directive (EC) N0 2111/2005 we are required to bring to your attention the existence of a “community list” which contains the details of air carriers who are subject to an operating ban within the EU. The community list is available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban/search\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban/search_en). We are required to advise you of the actual carrier(s). If the actual carrier(s) is not known the likely carrier(s) that will operate your flights at the time of booking we will inform you of the identity of the actual carrier as soon as we become aware. On occasions we may take bookings prior to the airline/rail schedules being confirmed, whilst the route will be shown on your confirmation and ATOL certificate the actual flight/rail times will be advised as soon as we have the schedules confirmed. Any change to the operating carrier/s after your booking has been confirmed will be notified to you as soon as possible. If the carrier becomes subject to the operating ban as above as a result of which we/the carrier are unable to offer a suitable alternative, the provisions of clause 10 changes and cancellations by us will apply. Such a ban will constitute unavoidable and extraordinary circumstances. As we are not always in a position at the time of booking to confirm the flight times which will be used in connection with your flight, the flight timings shown in the brochure, website and or your confirmation/invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by the airlines and are subject to various factors including air traffic control restrictions, weather conditions and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your travel documents approximately 2 weeks before departure. Please check your tickets carefully to ensure you have the correct flight times. Flight times may change even after the tickets have been dispatched we will contact you as soon as possible if this occurs. Any change in the identity of the carrier flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements.

## **20) Brochure / website / advertising material accuracy**

The information contained in our brochure, website and other advertising material is believed to be correct to the best of our knowledge at the time of publication. However, errors may occasionally occur, and information subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) at the time of booking. On the rare occasion we may unfortunately made a genuine error in the price we quote and subsequently confirm to you, this may come to light at any time prior to your holiday. We are not obliged to honour the original price if a mistake has been made, we will ask you for the additional costs,

however, should you not wish to meet these additional costs you may cancel your holiday with a full refund.

## 21) Children

For holidays other than cruises we are unable to accommodate children under 9 years old at the date of departure. For cruises the minimum age limit is 12 years old at the date of departure. We reserve the right to limit the number of children on any particular cruise. Any minor must be accompanied by and share a cabin with an adult aged 21 or over. If the adult is not the minors parent a "parental consent guardianship form" must be signed by a parent or legal guardian prior to sailing.

## 22) Health and safety

You must attend mandatory safety briefings and drills at the commencement of your holiday and any subsequent briefings or drills required during the holiday by any carrier and supplier.

You must at all times comply with the rules and regulations and the orders and directions of the carriers and our suppliers and warrant that your conduct will not impair the safety of others.

We, carriers, our suppliers and/or the relevant authorities are entitled to administer a public health questionnaire at any time. You must complete the questionnaire and supply accurate information regarding any symptoms of illness. We may deny boarding to any passenger with symptoms of illness and you may be required to remain in your cabin or hotel room as required by the ship's captain or hotel manager. Refusal to comply with any of these procedures may result in your holiday being terminated. We have no liability to you in the event that we cancel or curtail your holiday for the reasons referred to in this clause.

In respect of cruises which commence in an EU member state and where necessary in order to meet applicable international European and national safety requirements and/or where the design or structure of the ship or ports infrastructure and equipment including port terminals makes it impossible to carry out the embarkation, disembarkation or carriage of a passenger suffering from a disability or reduced mobility in a safe or operationally feasible manner we and the carrier are entitled to refuse a booking from the person concerned. Passengers must be fully mobile to travel on any cruise. We cannot provide individual assistance to any passenger for walking, embarking or disembarking or travelling on other forms of transport. In the event you require assistance with embarking or disembarking from the ship at the first or last port as a result of your reduced mobility or disability please advise us at the time of booking but in any event no later than 48 hours before the assistance is required. Some ships may not have elevators. You must check at the time of booking. Some excursions require a good level of physical fitness and do not have vehicles and or there are restrictions re access. Regulation 1177/2010 may be viewed at <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX.32010R1177&from=ENandtheDFTGuidanceathttps://www.gov.uk/government/publications/draft-guidancenotes-relating-to-regulation-eu-no1177-2010>

The carrier acting via the Captain, reserves the right to refuse passage, disembark or confine to a cabin any passenger whose physical or mental condition or behaviour is considered in the sole opinion of the captain to constitute a risk to the passengers own wellbeing or that of any other passengers or crew members. The carrier and the captain reserve the right to disembark any passenger whose behaviour affects the comfort, enjoyment, safety, and wellbeing of other passengers or of any crew.

During passage through locks or under low bridges or in the event of adverse weather conditions it may be necessary to close the sundeck to passengers. Sundeck closures are rightly enforced in the interest of safety. Ships may be required to moor alongside on another in some ports. This

may result in your view being blocked it may also result in your having to cross over other ships to go ashore.

Whilst we take reasonable steps to minimise noise and vibrations on the cruise ships you acknowledge and accept that some noise and vibration may be experienced on vessels and that we will not be liable to you in relation to such noise and vibration.

## **23) COVID-19 Requirements**

You must advise us if during your holiday you have any symptoms of covid 19, however mild they are. The symptoms include but are not limited to high temperature or fever, a new continuous cough, shortness of breath or difficulty breathing, a loss or change to your sense of taste or smell, muscle aches, headaches and fatigue.

## **24) Food Allergies**

If you have any food allergies which may cause significant health issues, you must report this at the time of booking or as soon as convenient. It is your responsibility to ensure that you actively avoid any food you are allergic to and make all appropriate enquiries to establish the ingredients of any food. The supplier is not under any obligation to prepare or provide special meals.

## **25) Smoking**

Passengers must observe the non-smoking policy on board the ships, hotels and other transport provided. If smoke is detected in any accommodation a cleaning fee of £165 per occurrence will be billed to the passenger's account. Smoking restrictions include e-cigarette smoking. If there is a violation of the non-smoking policy then passengers may be disembarked from the ship or asked to leave the hotel without refund.

## **26) Indemnity**

You must indemnify us and the carrier for all penalties, fines, charges, losses, or expenses incurred or imposed upon us, the carrier or our suppliers by virtue of an act or violation of law by you and or any breach of these terms and conditions or any carriers or suppliers' terms and conditions of conditions of carriage.

## **27) Pregnancy**

The river cruise ships, yachts and star clipper ships do not have doctors or facilities to deliver babies or provide natal treatment. We recommend that women who are less than 12 weeks pregnant seek medical advice prior to travel.

For safety reasons women post their 24th week of pregnancy at any stage of their cruise cannot be carried on board. Airlines also have restrictions.

Pregnant women are required to produce a fitness to travel certificate based on the proposed holiday itinerary and transport providers requirements. The carrier expressly reserves the right to refuse passage to board to any passenger who appears to be in an advanced state of pregnancy and the carrier shall have no liability whatsoever in respect of either such refusal and/or the carriage.

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

There are no doctors on board any of the river cruise ships, yachts and star clipper ships in our programme. Should you require medical attention during your holiday then local medical services can be contacted for emergency treatment. The cost of such treatment is your sole responsibility. We are not liable for any aspect of medical treatment provided to you ashore or in resort.

If you have any medical condition which may require treatment during a cruise this must be disclosed at the time of booking in order for a risk assessment to be undertaken as to whether you can be safely carried. You may be asked to provide medical evidence for this purpose. Carriage is dependent on the nature and extent of the medical condition, the itinerary and length of cruise.

In relation to other holidays please notify us of any medical or reduced mobility needs at the resort or on transport provided by us. This includes adapted hotel rooms and assistance at airports at the time of booking.

In relation to your own medical equipment there are limited storage facilities on board and in hotels. You must check prior to booking if the equipment is allowed on board aircraft ships or hotels. Scooters cannot be carried on board ships due to space limitations and reasons of safety.

## **29) Limited mobility/disability/wheelchairs and service animals**

During our holidays we visit many historical sites and often enjoy walking tours of various places of interest. Some holidays therefore may not be suitable for clients of impaired mobility. Before you make your booking we will advise you as to whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Our priority is always the comfort and safety of passengers as well as complying with the strict legal requirements relating to safety of life at sea and inland waterways. In order to achieve these objectives passengers with reduced mobility or disability or who need assistance dogs should at the time of booking provide as much detail as possible of the matters set out on our website at <https://www.rivieratravel.co.uk/about/useful-information/passengers-with-reduced-mobility>.

Passengers may be required to be accompanied or may be refused carriage. You warrant that you have considered the information to passengers for reduced mobility and will provide relevant notifications to us.

Please be aware that there are no wheelchair accessible cabins on any of the river cruise ships, yachts and star clipper ships used on our cruises. Disabled rooms in hotels are limited in number and so must be pre-booked and subject to availability.

## **30) Assistance whilst away**

In the event you end up in difficulty (of any sort) during your holiday we will provide you with the appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

## **31) Security**

Weapons, ammunition, explosives, substances, that are hazardous disabling or illegal or any other article that in the sole opinion of the captain may be considered dangerous are strictly prohibited aboard the ship or carried on any form of transport or hotels.

You consent to a reasonable search being made of your person, property, cabin, hotel room and to the removal and confiscation or destruction of any object which may in our opinion or that of any carrier or supplier will impair the safety of others or of property or be illegal or inconvenience others.

## **32) Data Protection**

We are a data controller for the purposes of the UK General Data Protection Regulation (UK GDPR) tailored by the Data Protection Act 2018 (data protection laws). Personal data will be collected, processed, stored and used securely and in accordance with our privacy policy and data protection laws. Please see our data protection [privacy policy](#).

## **33) Law and Jurisdiction**

Save as provided by law and subject to the provisions of the Regulation all claims must be brought in the English Courts which shall have exclusive jurisdiction and shall be subject to English law.

# **Our Quality & Price Promises**

## **Our Price Promise**

Book early with confidence, safe in the knowledge that you'll benefit from our lowest prices. And in the very rare event we do reduce a price after you've booked, we'll automatically send you a Future Travel Voucher for the difference in value, plus an extra 25%. It's our new (and we think you'll agree) improved Price Promise.

### **Terms and Conditions**

If the price of your holiday reduces after you've booked, we'll give you a future travel voucher for the difference in cost plus 25%. If we offer an added-value benefit or free upgrade to a holiday after you've booked, we will apply the same upgrade or add-on to your booking. If this is not possible for any reason, then we'll give you a future travel voucher for the same value plus 25%. It will be at Riviera's sole discretion whether to offer a future travel voucher or added value benefit to make up the difference in cost. The Price Promise applies to the core elements of the Holiday you have booked with Riviera (including tour or cruise, flights and transfers if booked as a package, or tour/cruise only). The Price Promise is applicable to the final value payable at the time of booking, taking into account any discounts or promotions you may already have received when booking. The Holiday must be like-for-like to be eligible for the Price Promise; including date, departure airport and cabin category. The Price Promise does not apply to exclusive offers. Future Travel Vouchers may only be used on a new booking of a Riviera Travel holiday of 7 days or more, and must be redeemed by making a new booking within 12 months from the date stated on the voucher. Future Travel Vouchers have no cash value, and cannot be transferred.

## **Our Quality Promise**

To be eligible for our Quality Promise, customers must notify us of the Equivalent Holiday available at a lower price either before booking, or within 48 hours of confirming their booking. If Riviera deems the Holiday to be of equivalent quality, then we will offer a price match. To be deemed as equivalent quality, the Holiday must meet the following criteria. The destination,

duration and itinerary must be the same, even if the itinerary stops are not in the same order. Inclusions (excursions, meals and experiences) must be equivalent. The departure date must be the same. Flight or rail options must be equivalent; including departure gateway, Air line/ rail provider and time of day. The Accommodation must be equivalent, in respect of location, starting, board basis and facilities. The Quality Promise only applies to the core elements of the holiday (including tour or cruise, flights and transfers if booked as a package, or tour/cruise only), and only applies to the base price of the Holiday - exclusive offers, loyalty benefits or promotions offering upgrades or add-ons free of charge do not apply. Evidence must be provided to Riviera via a website link to the equivalent Holiday, or an official quote provided by a licensed travel agent or tour operator within the last 48 hours. If any elements of the Holiday differ, it is at Riviera's sole discretion as to whether to price match.

## **Happy in every sense or your money back**

To qualify you must raise your concerns with the Riviera Travel tour manager or cruise director and state your intention to take advantage of this guarantee within the first 24 hours of arrival at your holiday destination, they will endeavour to resolve any issues. If by the end of Day Two a solution cannot be reached, Riviera Travel will arrange and cover the cost for you to return to the starting point of your holiday arrangements with us from the next available location. We will also refund the total cost of your Riviera Travel holiday, although no refunds will be made for any additional costs incurred such as overnight hotels, airport travel, insurance, etc. The guarantee does not affect standard booking conditions or pre-departure cancellation policy. Valid on holidays of 8 days or more. Valid on 'land only' holidays. The guarantee will not apply where the situation is beyond our control.