

# Mulberry Travel - Booking Conditions

These terms and conditions (the **"Booking Conditions"**) apply to your booking. Please read them carefully before booking with us. If there is anything within these Booking Conditions that you do not understand, then please contact us to discuss what this means for you. Mulberry Travel is a trading name of Mulberry Travel Ltd, registered at: The Steam Mill, Steam Mill Street, Chester, CH3 5AN. Its company registration number is: 08754483.

Mulberry Travel ("we, us, our") is a member of the Travel Trust Association who are licensed under the ATOL scheme (number T7173).

Mulberry Travel's obligations to you will vary depending on which type of booking you've made with us, as explained in the following four sections.

Mulberry Travel is an authorised agent for Tour Operators, Airlines, Cruise Operators, Accommodation Providers and other suppliers. When acting as an agent, your contract for the travel arrangements will be directly with the supplier of the arrangements and will be subject to that supplier's booking conditions as explained in **SECTION A** below.

Where Mulberry Travel has organised a package, your contract is a contract for services and will be with Mulberry Travel. When we refer to a **"Package"** in these conditions we mean a package as defined by the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTR"). **SECTION B** contains the terms which will apply only where Mulberry Travel acts as the Principal and has arranged a Package at your request.

There are certain terms that apply to any type of booking and these are detailed in **SECTION C**.

For bookings that include a Cruise, the terms in **SECTION D** apply in addition to Section A (for Cruise only bookings) or Section B (for Package bookings which include a Cruise), as well as Section C.

Your booking with Mulberry Travel will be governed by English law and any disputes in connection with it will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate), can deal with any disputes.

## SECTION A. Our Service as an Agent of the Supplier of Travel

### Arrangements A1. Your Contract

These are the terms on which we will make a booking for your travel or holiday arrangements. When making your booking we will arrange for you to enter into a contract with the principal(s) or other supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your receipt(s). As an agent Mulberry Travel accepts no responsibility or liability for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. Our responsibility is limited to arranging for you to enter into a contract with the principal(s) and supplier(s) of the travel arrangements. The principal's or supplier's booking conditions will apply to your booking and you are advised to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. All travel arrangements which are provided or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

### A2. Changes or Cancellations You Make Before Travel

If you want to change the arrangements you have booked in any way, Mulberry Travel will try to help you, although Mulberry Travel cannot guarantee that they will always be able to do this as changes are subject to availability at the time and to the terms and conditions and charges of the principal/supplier. Mulberry Travel will liaise with them and inform you of the amendment or cancellation charges which apply, which may be up to 100% of the cost of the booking, depending upon the type of booking and notice you give.

For any changes that can be made, Mulberry Travel will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking.

The Lead Name (as defined in Section C) on the booking must give us notice to change.

### Our Charges

In addition to any charges applied by the principal/suppliers, Mulberry Travel may also apply a maximum charge of £25 for each person on the booking and for each item you want to change to cover our costs of administering the change. Any booking discount you may have received at the time the original booking was made may be altered or reduced whenever changes are made.

### A3. Changes or Cancellations Made by the Principal(s) and Supplier(s) Before Travel

If the principal(s) or supplier(s) of the travel arrangements wishes to cancel or make a change to your booking, we will inform you as soon as we are able to do so and liaise between you and the relevant principal(s) and supplier(s) in relation to such changes. We shall have no further liability to you in relation to such cancellations or changes.

## SECTION B. Packages arranged by Mulberry Travel

The terms set out below, together with the terms set out in Section C, apply when Mulberry Travel has arranged a Package for you. Please note, if you buy a Package arranged by another tour operator or cruise operator, and decide to purchase one other travel arrangement at the same time (such as an airport hotel), then this will not create a new Package for which Mulberry Travel is the organiser. Rather, both of these sales will be governed by Section A of these Booking Conditions. The third party tour operator or cruise operator shall be the organiser of the Package you have bought from them, and the additional travel arrangement (e.g. the airport hotel) will be treated as a separate stand-alone arrangement which is not part of a Package.

### B1. Price Changes Before and After Booking

We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties which we've included in our prices, such as tourist taxes, landing taxes or embarkation or disembarkation fees at ports and 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 your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

### B2. Changes Made By Us Before Travel

As the arrangements which make up your Package are planned many months in advance, from time to time we may need to make a change to your Package and we reserve the right to do so. **Significant Changes:** If any change will have a significant effect on your Package, we'll tell you about it before you travel (if there is time). The sort of significant changes we'll tell you about include: a change to your UK departure point; significant change of your destination; a change of more than 12 hours to the time you leave the UK or your destination or a change of time of embarkation or disembarkation by more than 12 hours; if we downgrade your accommodation by a lower official rating; if there's a significant change of cruise itinerary missing out 2 or more ports altogether; if the swimming pool will not be available for an extended period during your holiday and no alternative pool is available either at the property or nearby; a change of any special request which you made at the time of booking (which we accepted and has been confirmed by us as having been accepted in writing).

If you agree to the significant change, we will give you a price reduction if the change results in a Package of lesser quality or cost. If you don't want to accept a significant change which we tell you about before you depart, we will, if we are able to do so, offer you an alternative Package of equivalent or closely similar standard and price at no extra cost, or a Package of lesser quality or cost, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different Package offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Package and receive a full refund of any money you have paid to us, except for any amendment charges which arose before cancellation. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

We will give you a reasonable period of time to decide which of the options described above you would like to take. If we do not hear from you, we will send a reminder to you, and if you still do not respond then we may cancel your Package and provide you with a refund.

Unless the change is as a result of circumstances listed in paragraph B6 below headed "Circumstances Beyond our Control", we will pay you compensation as shown in the table below. If you accept the significant change or amend to a different Package offered for sale by us you will receive compensation as per Option 1 in the table below. If you reject the significant change and cancel your booking you will receive compensation as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

Period of notice we give you before departure	Compensation for each full fare paying passenger	
	Option 1	Option 2
More than 98 days	£0	£0
98-43 days	£10	£5
42-29 days	£20	£10
28-11 days	£30	£15
10-0 days	£40	£25

Compensation payments relating to a child place for which you have paid a child price are half the amounts shown (up to half the child price paid). There are no compensation payments payable to those travelling on 'free child places', 'free group places' or infants.

### B3. Changes You Make Before Travel

If you want to change the arrangements you have booked in any way, Mulberry Travel will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to these Booking Conditions and the terms and conditions of the transport or accommodation providers. Any changes made by us will be at our sole discretion. We do not have a legal obligation to make such changes.

For any changes that can be made, we will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking. The Lead Name on the booking (as defined in Section C) must give us notice to change. We will apply charges from the date we receive the instruction from you.

You may change any or all names on your booking provided that the new person(s) satisfies all the conditions which apply to the booking. You may have to pay additional administration charges if you make a name change on the day of departure (where permitted). If the Lead Name is removed from the booking, someone must replace that person as the Lead Name and will accept the responsibility for the booking as set out in paragraph C2 (Making a Booking and Paying).

### Charges imposed by our suppliers

If you need to change any accommodation you have booked, we will do our best to help. Where permitted by our suppliers, changes to accommodation can usually be made for an amendment fee, although changes close to your arrival date may not be possible. Please note, in some cases we negotiate special offer rates with our accommodation providers, such rates may not allow changes to accommodation once booked – any such changes will incur up to 100% charges. Where this applies, you will be advised at the time of booking.

The majority of our flight, car hire, Eurostar and transfer providers do not typically allow changes to be made to tickets after bookings have been made. The tickets we sell are generally restrictive and our charges reflect the charges imposed by our suppliers.

Changes such as name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the ticket price, in addition to any difference in price for the changed arrangements, and you must also pay an amount to cover our administration costs as detailed below.

Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

### Our Charges

In addition to any charges applied by our suppliers, we may also apply a maximum charge of £25 for each person on the booking and for each item you want to change to cover our costs of administering the change. Any booking discount you may have received at the time the original booking was made may be altered or reduced whenever changes are made.

### B4. Cancellation By You

The Lead Name on the booking must give us notice to cancel. We will apply charges from the date we receive the instruction from you.

### Cancellation of a Package

In order to cover our expected losses from the cancellation of a booking there is a set scale of charges which must be paid by you if you or anyone traveling with you cancels. Note: These cancellation charges apply to all bookings, except in circumstances where a booking includes items or services where our suppliers' own cancellation charges exceed those shown below. In these circumstances any additional cancellation charges will be advised at the time of booking. Please ensure you are certain of the fees applicable to your booking by asking us before proceeding to book your arrangements.

Time we receive your notice to cancel before departure	Cancellation charge
More than 98 days	Loss of Deposit
98-57 days	30% of cost (or loss of deposit if greater)
56-29 days	50% of cost (or loss of deposit if greater)
28-22 days	75% of cost (or loss of deposit if greater)
21-8 days	90% of cost (or loss of deposit if greater)
7 days or fewer	100% cost

If any member of the booking cancels and you can't fill that person's place, you may have to pay extra for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you cancel, you must still pay any insurance premiums and amendment charges which arose before the cancellation, and any deposits paid for any pre-booked items or services.

### Cancellation of Optional Extras

When we refer to 'Optional Extras', we mean anything you choose to add to your booking that is additional to the inclusive transport and accommodation arrangements you book. For example, park tickets, event tickets and pre-bookable excursions. If you cancel any Optional Extras for which there is a cost, we will pass on any costs imposed by the supplier of the service, in addition, we may charge up to £25 to cover our costs of administering the change. If you cancel any travel insurance you booked through us your premium will not be refunded, as cover under the policy will already have begun.

### Cancellation due to Circumstances Beyond Our Control

You may cancel a Package booking without paying the charges set out above if Circumstances Beyond our Control (as described in paragraph B6) occur in the place of destination or its immediate vicinity and we have confirmed to you that they will significantly affect the Package or your transport to the place of destination. In these circumstances, we will refund the cost of your Package but you will not be entitled to any compensation. Also, you must still pay any insurance premiums and amendment charges which arose before the cancellation, and any deposits paid for any pre-booked items or services.

### B5. Minor Changes Made By Us Before Travel

Any change which is not deemed to be significant, as outlined in the section entitled "Changes made by us before travel", will be classed as a minor change. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change.

### B6. Circumstances Beyond Our Control

Except where we say differently elsewhere in these Booking Conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your Package after booking, or we, or our suppliers, have informed you that we cannot supply your Package, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances will usually include, but are not limited to, warfare, other security problems such as terrorist activity, civil unrest, industrial dispute, significant risks to human health such as the outbreak of a serious disease at the travel destination, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), the inability of airline(s) to operate flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of the airline(s) to enter any airspace), earthquakes or bad weather (actual or threatened) which makes it impossible to travel safely to the destination as agreed in the Package contract and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date and building work from a third party (such as resort development).

### B7. Our Responsibility for the Performance of your Package

Your agreement with us is an agreement for services. Where we provide the services, facilities or travel arrangements which make up your Package, we have a legal duty to use reasonable skill and care in providing them to you. Where we do not ourselves provide the services, facilities or travel arrangements which make up your Package, and we have arranged for third parties to provide the services, facilities or travel arrangements which make up your Package, we have a legal duty to use reasonable skill and care in making the arrangements for these third party suppliers to provide the services, facilities or travel arrangements to you. If we comply with any applicable regulatory or legal requirements (such as, for example, those of the Civil Aviation Authority) that will mean we and our suppliers have properly performed our obligations to you under our contract with you. Taking reasonable skill and care doesn't necessarily mean we have to comply with each and every local law and regulation particularly where these impose absolute obligations. We must show that reasonable skill and care hasn't been used by us or our supplier if you wish to make any claim against us.

We also have a liability to you for the performance of the travel services included in your Package under the PTR, irrespective of the fact that the travel services might actually be provided by one of our third party suppliers.

You must tell us immediately of any failure to perform or improper performance of your Package ("Failure"), by calling the number at the top of your Confirmation Invoice or Accommodation Voucher. This will give us the opportunity to resolve the Failure whilst you are on your holiday. If we refuse to do so, or it's necessary to resolve the Failure immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a price reduction or compensation in accordance with paragraph B11.

If a significant proportion of the travel services included in your Package cannot be provided, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of your Package. The alternative arrangements shall, where possible, be of equivalent or higher quality. Where they are of lower quality you will be entitled to a price reduction. You may only reject the alternative arrangements we offer to you if they are not comparable to what was included in your original Package or if the price reduction we offer to you is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with paragraph B11.

If a Failure substantially affects the performance of your Package, and we have not resolved the problem within a reasonable period of time, you may cancel the remainder of your Package without paying a termination fee. If you do decide to cancel, then if your Package included transport to the destination, we shall repatriate you to your place of departure, as soon as reasonably possible, at no extra cost to you. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with paragraph B11.

If we are unable to ensure your return to your place of departure because of Circumstances Beyond Our Control, we shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights. This limitation shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in

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need of specific medical assistance, provided that we had been notified of their particular needs at least 48 hours before the start of the Package.

If a longer period of accommodation than that referred to in the paragraph above is provided for in EU or EC passenger rights legislation (described in the PTR as "Union passenger rights legislation") concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described above in the event of Circumstances Beyond our Control, then the limits set out in such legislation will apply instead.

## B8. Airline Collapse

In the unlikely event that your flight back to the UK cannot be provided as planned due to the collapse of the airline on which you were due to travel, we will try to make suitable alternative arrangements for you as described in paragraph B7 above. You must contact us as soon as possible. We'll help you by finding an alternative return flight for you (so you may have to spend extra time in your destination until it can be arranged and this may mean you have to incur extra costs). In finding an alternative flight we'll take the approach of "like for like". If the flight you booked was an economy seat we'll arrange an alternative return flight in economy. If your flight seat was business or first class, Mulberry Travel will try to find an alternative return flight in business or first class. Our priority is to get you home as soon as possible in the same class of travel as you'd booked, so if Mulberry Travel can only find an alternative in a lower class of travel, you'll be offered that flight, and having done so, Mulberry Travel will have fulfilled our obligation to you. Mulberry Travel won't be liable for any costs you incur if you reject the alternative flight offered and decide to make your own arrangements, or if you haven't given us a reasonable opportunity to arrange an alternative flight home for you.

## B9. Cancellation By Us

Mulberry Travel can cancel your Package and any other holiday Mulberry Travel organises. On rare occasions, Mulberry Travel may need to cancel your Package if there is insufficient demand for your particular Package. If Mulberry Travel has to cancel a Package for any particular reason, Mulberry Travel will tell you as soon as reasonably possible. In these circumstances, Mulberry Travel will, if they are able to do so, offer you an alternative Package of equivalent or closely similar standard and price at no extra cost, or a Package of lesser quality or cost, in which case Mulberry Travel will refund the difference in price. If you do not wish to take the alternative Mulberry Travel offers you, you can choose another offered for sale by us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges. Mulberry Travel will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. However, Mulberry Travel will not cancel your Package within 14 weeks of departure except if Mulberry Travel is forced to do so because of Circumstances Beyond Our Control.

We will give you a reasonable period of time to decide which of the options described above you would like to take. If we do not hear from you, we shall send a reminder to you, and if you still do not respond then we may cancel your Package and provide you with a refund. You may be entitled to compensation as a result of cancellation of your Package booking in accordance with B11 below. However, no compensation will be payable if we cancel because of Circumstances Beyond Our Control or because the minimum number of persons required to book the Package for it to take place (as described in your booking) has not been met. Mulberry Travel can also cancel if you fail to make payment for your booking on time.

## B10. Flight Delays

Delays sometimes occur. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements will normally be the responsibility of the airline. If you have taken out our recommended travel insurance or a comparable policy you should have cover against delays.

## B11. Our Liability To You

**(i)** We will offer you an appropriate price reduction for any period during which there is a Failure (as described in paragraph B7), unless that Failure is attributable to you.

**(ii)** We will also offer you appropriate compensation for any damage which you sustain as a result of any Failure (including death or personal injury caused by a Failure), except where such Failure is attributable to a) you; b) a third party unconnected with the provision of the travel services included in your Package and is unforeseeable or unavoidable, or c) is due to Circumstances Beyond our Control (as described in paragraph B6).

**(iii)** If any international convention applies to or governs any of the services or facilities included in your Package and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the relevant international convention (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999 (these relate to travel by air); the COTIF Convention concerning International Carriage by Rail 1980 (as amended); the Athens Convention 1974 (relating to travel by sea); the Geneva Convention 1973 (relating to travel by road); and the Paris Convention 1962 (relating to hotel stays). You can ask us for a copy of the relevant convention. For the avoidance of doubt, this means that we're to be regarded as having all the benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your Package.

**(iv)** For claims which do not involve death, personal injury or damage caused intentionally or with negligence, including if any part of your Package is not as described by us in our Package contract with you, the maximum we'll pay you in any circumstance is three times the price of the Package. This maximum will only be payable when every aspect of your Package has gone wrong and you have not received any benefit from your Package. Any sums received by you from suppliers will be deducted from any sum we pay to you as compensation.

**(v)** Where a flight ticket is downgraded or a flight cancelled or delayed, or boarding is denied by any airline in circumstances that entitle you to compensation under the Denied Boarding Regulations (2004), then you must make your claim under those Regulations directly against the airline. Any sum you're paid by the airline in this respect constitutes the full amount of your entitlement to compensation for all matters flowing from the airline's actions and which fall within the scope of the Denied Boarding Regulations. If, for any reason, you don't comply with the requirement to claim against the airline and make a claim for compensation against us, you agree that, at the time Mulberry Travel pays you any compensation, you'll make a complete assignment to us of the rights you have against the airline in relation to your claim.

**(vi)** If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction against us, then we may deduct the compensation or price reduction you received from the other party from which it is payable by us.

**(vii)** You agree to assist us in recovering from any third party any sum which may compensate us for any sums Mulberry Travel pays you. In particular, you're obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance Mulberry Travel may reasonably require to obtain reimbursement from any third party.

**(viii)** **Holiday illness: Should you become ill while on holiday, you must consult a local doctor and, in addition, report your illness to the hotelier or via our contact details as shown on our travel documentation.**

The hotelier can put you in touch with a local doctor and if you have questions or concerns about this you can talk to them. It's important you see a doctor and have the appropriate tests and to make sure you get the right diagnosis and treatment. You should also consult your GP upon your return to the UK. Holiday illness can be caused by many different factors, including a change of food, drinking un-treated water, too much time in the sun or dehydration etc. If you think your illness was caused by something you ate at your hotel, and should you wish to make a claim as a result of that illness, you'll need evidence to support this from the doctor you see in resort.

You must provide us with full details of both the local doctor you saw and your GP, together with written authority for us to obtain medical records and all tests/sample analysis from both those doctors. Failure to provide us with access to the records prepared at the time you were ill in resort and immediately on your return to the UK, and/or failure to follow our complaints procedure as set out in the paragraph titled "Complaints", may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier.

**(ix)** If, during your Package, you or any member of your party suffers any difficulty, we'll offer you appropriate assistance without undue delay. This assistance will include providing appropriate information on health services, local authorities and consular assistance; and assisting you to make distance communications and helping you to find alternative travel arrangements. Typically, we do not charge for this assistance, although we reserve the right to charge a reasonable fee for such assistance if the difficulty has been caused intentionally by you or through your negligence. We may also make a contribution towards your initial legal costs in taking action against the person(s) responsible but only if you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £1000 per booking. If you're entitled to have any costs and expenses arising from such an incident met by any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we incur in assisting you.

**(x)** Other than as set out above, and as is detailed elsewhere in these Booking Conditions, Mulberry Travel shall have no legal liability whatsoever to you for any claim, loss, damage, expenses, except in cases involving personal injury or death which you suffer arising directly or indirectly from any aspect of your Package and in which we have caused such damage with negligence.

**(xi)** If you want to make a claim against us, you must follow the procedure set out in C13 entitled "Complaints".

## B12. Loss of or Damage to Luggage

The amount of compensation Mulberry Travel will pay for any loss of or damage to luggage is limited in accordance with the conventions listed in paragraph B11(iii) above. For claims for missing or damaged baggage you must follow the rules on your travel documents or included within the airline's conditions of carriage. Please note you only have a limited amount of time within which to notify us or the airline and to make a claim. Mulberry Travel won't accept liability for high-value items because you should insure such items for the appropriate amount.

## B13. Excursions

Excursions include, but are not restricted to, any sightseeing trips, events or other tours either attended in resort or land based 'shore' excursions for which additional payment is required. Excursions can either be booked and/or paid for in resort ("**Overseas Booked Excursions**") or pre-booked and paid for when you book with us ("**Pre-booked Excursions**"). All excursions are supplied by third party suppliers and are subject to the section entitled "Suppliers' Conditions" below. Mulberry Travel accepts, subject to the sections entitled "Suppliers' Conditions" and "Our Liability to You" above, responsibility for Pre-booked Excursions. However, Overseas Booked Excursions do not form part of your booking with us and are not governed by the PTR. Mulberry Travel does not have any responsibility or liability whatsoever for anything which may go wrong on an Overseas Booked Excursion. Mulberry Travel, our servants, employees or agents are acting, depending upon the actual Overseas Booked Excursion, either as agents for the relevant Overseas Booked Excursion supplier or as agent for you. In any event the contract for any Overseas Booked Excursion is between you and the Overseas Booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Overseas Booked Excursion, literature, ticket or receipt you are given. For Overseas Booked Excursions you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the Courts of that country also.

## SECTION C. All Bookings

### C1. Information Accuracy

Descriptions of accommodation, facilities and services Mulberry Travel provides are based on information obtained from our suppliers. Outside of peak season it is common for facilities and services to be less widely available, both in your accommodation and holiday resort/destination generally. Sometimes the facilities described will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, Mulberry Travel will tell you as soon as possible. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. Any transfer times quoted for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer.

**Advertised Prices:** We may change the advertised price of any arrangement from time to time. We try hard to make sure that the advertised price is the most up-to-date price, but prices can change at short notice. We will confirm the actual price at the time of booking.

We advertise a large number of arrangements and we try hard to ensure that the advertised price is always accurate, but sometimes errors do occur. We will normally verify prices at the time of booking. If there is a mistake, and the actual price is lower than that given at the time of booking, we will only charge you the lower amount. If the price is higher, we will contact you for instructions or reject your booking (at our sole discretion) and notify you of this so that you can decide what you would like to do.

We (or the supplier(s) and principal(s)) are under no obligation to supply you with a travel arrangement which is incorrectly priced, even after we have issued a confirmation of booking, if the error should reasonably have been apparent to you. In these circumstances, we may contact you for instructions or cancel your booking and notify you so that you can decide what you would like to do.

**Local Charges:** Charges may be made in resort for certain facilities/activities such as watersports, sun loungers, sun umbrellas, safety deposit boxes, laundry services, mini bars, air conditioning, resort fees, city taxes etc.

**Taxes:** Mulberry Travel will advise you of all mandatory taxes, which you must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you reconfirm your flight details.

### C2. Making A Booking And Paying

**Availability:** All bookings are subject to availability at the time of booking. We try hard to make sure that our advertisements are kept up to date, but we do not guarantee that any of the arrangements we advertise will still be available at the time of booking. We will inform you as soon as possible after you place a booking, if for any reason, the arrangement you have sought to book with us is not available.

**Confirmation:** A contract will only come into existence between you and us / the Principal(s) or Supplier(s) when you have paid the price payable on booking and we have issued our confirmation invoice to you. We shall be under no obligation to issue a confirmation invoice after you have placed a booking with us. We will not issue such a confirmation if we discover an error in the pricing of the arrangements or if any part of the arrangements is no longer available.

If, for any reason, we are unable to accept your booking, we will inform you of this and not process your booking further. We will then arrange for you to be refunded any part of the arrangements already paid, unless you decide to use that payment towards a different booking.

**On Request Bookings:** A booking isn't confirmed until Mulberry Travel issues you with a confirmation invoice. Some travel and accommodation arrangements are only available on an "on request" basis and Mulberry Travel can't confirm these until Mulberry Travel receives confirmation from our supplier. Any arrangements that are provisionally booked "on request" are not confirmed or guaranteed and are subject to change (including price) until Mulberry Travel receives confirmation from our supplier. This particularly applies when booking holidays with flights on an airline a long time before departure, when seats haven't yet been loaded onto reservations systems by the airline. It also applies to bookings attempted online which are not immediately confirmed by us by email confirmation.

**The Lead Name & Their Responsibilities:** The person who instructs us to make the booking, who signs the booking form (if booking with a travel agent) or who completes the booking online or by telephone is the "**Lead Name**". He or she must be 18 years of age or over at the time of booking (or 21 years in some cases as required by the supplier of services - you will be advised if this applies at the time of booking). Anyone under 18 intending to book and travel without an adult must discuss requirements with their Travel Advisor. Mulberry Travel may accept a booking request subject to you satisfying our suppliers' conditions of travel and subject to appropriate checks being made with parents/guardians and booking forms being signed by a parent/guardian and verified by us. A contract will then exist between the parent/legal guardian and us.

The Lead Name is the person who is entering into the contract with us. By making a booking, the Lead Name is agreeing to these Booking Conditions (and any other information and updates that are relevant to the arrangements you have booked). The Lead Name is the person responsible for the booking, paying the deposit and total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable - even if any of the other people travelling on the booking fail to pay their share of the price. The Lead Name is also responsible for all other matters concerning the booking. The Lead Name agrees to provide all those who are named as passengers on the booking with accurate and full information regarding the travel arrangements booked, including any changes made to those arrangements by us or the Lead Name, and confirms that all those named passengers, including any that may be added at a later date, agree to be named on the booking and agree to be bound by these Booking Conditions.

The Lead Name agrees to check all descriptions on the travel documentation received after the booking and to inform us immediately of any errors or instances where personal details do not correspond with those shown on the passports of those travelling under the booking. When a booking has been confirmed by us, only the Lead Name can cancel or amend the booking. However, in the case of the death or serious illness of the Lead Name we'll accept a written instruction to cancel or amend signed by another person named on the booking.

### Paying For Your Booking:

At the time of booking you agree to pay us either:

a non-refundable deposit as required by us and/or the supplier of the travel services (you will be advised of the amount of deposit that must be paid); or;

the full cost of: (a) it is required by the supplier of the travel arrangements; or (b) if you are booking a 14 weeks or less before your travel date.

If you're only asked to pay a deposit at the time of booking, the remaining balance of the cost must be paid no later than the balance due date advised by your travel agent (which may be more than 14 weeks before departure date), or the date stated on your booking confirmation (if you booked by phone or online). At the very latest, full payment must reach us by 14 weeks before your travel date.

**PLEASE NOTE: IF YOU DO NOT PAY ON TIME, MULBERRY TRAVEL HAS THE RIGHT TO CANCEL YOUR BOOKING AND TO RETAIN OR MAKE A CANCELLATION CHARGE IN ACCORDANCE WITH THESE BOOKING CONDITIONS.**

### Method of Payment

Credit and Debit Cards: We accept most major credit and debit cards. We will not charge a handling fee for payment by this method.

Prevention of Fraud: Mulberry Travel will ask you to provide your credit card or debit card billing address and cardholder details when you book. Please ensure that the details you give match those on your credit card billing statement. Mulberry Travel reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied to us. To help combat fraudulent activity, Mulberry Travel reserves the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

**Special Requests:** If you have a special request for something that is not automatically part of your booking (e.g. quiet room, low floor room, vegan meal on the flight, etc), please make the request at the time of booking. Mulberry Travel will pass your request on to the relevant supplier to ask if they can provide what you want. Special requests are not guaranteed to be met

- even if we've made a note of your request on your confirmation invoice. That just means Mulberry Travel has received the request and has passed it on to the supplier. Mulberry Travel will not pay compensation for failing to meet a special request unless Mulberry Travel has confirmed separately in writing to you that the request will be met. When you make a special request, you agree that any personal data you provide including sensitive personal data, has to be passed to the relevant supplier to fulfil that request, and you consent to this happening. Please see paragraph C11. (Data Protection) for more information,

### C3. Confirming Your Booking With Us

Once you've booked, Mulberry Travel will issue a confirmation invoice setting out the travel details and price. A contract will exist when Mulberry Travel or the Principal issues the confirmation invoice. **Please check the details on your confirmation invoice carefully. If you have any questions, or anything does not appear to be right, you must contact our reservations staff or your booking agent, immediately.** As mentioned above, pay particular attention to the date your final payment is due as Mulberry Travel may cancel your booking if you don't make your final payment on time. If Mulberry Travel does this Mulberry Travel will keep your deposit. If Mulberry Travel agrees to extend the deadline for you to pay the final payment at your request, and you still fail to pay by the agreed new deadline, we'll cancel the booking and you'll be liable to pay cancellation charges in accordance with the scale set out in the paragraph B4, "Cancellation By You" or as required by the Principal you've contracted with.

### C4. Insurance

It is important that you have sufficient insurance in place to cover you (and your group) whilst you are away. It is a condition of our contract with you that you have suitable insurance cover for the countries you will travel to, the travel arrangements you have booked with us and any activities which you expect to take part in. For a no obligation quote, please ask Mulberry Travel for more details. If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

### C5. Ticketing

Your tickets and any other documents relating to your booking will be sent to the address which you give us at the time of booking, or may be delivered by e-mail in the form of an e-ticket if you supplied an e-mail address at the time of booking. Provided you have paid the total cost of the travel arrangements, Mulberry Travel will endeavour to dispatch your tickets to you at least 2 weeks prior to departure.

**IT IS IMPORTANT THAT YOU CHECK ALL DETAILS OF YOUR TRAVEL DOCUMENTS BEFORE LEAVING THE UK.**

**IF THERE ARE ANY INACCURACIES OR YOU HAVE ANY OTHER QUERY PLEASE CONTACT US IMMEDIATELY.**

For bookings made within 7 days of departure, it may be necessary for us to use a courier company which guarantees next day delivery and any charges will be passed on to you at the time of booking. In such cases, tickets will either be sent to you or to the departure airport, and this will be advised at the time of booking. Please note that the delivery charge is non-refundable.

### C6. Suppliers' Conditions

Our third party suppliers also have their own terms and conditions. They govern the services they provide and you'll be bound by these, even if you have a contract with us. In the event of any conflict between a supplier's terms and conditions and these Booking Conditions,

# Mulberry Travel - Booking Conditions

the supplier's term or condition that conflicts with ours will take precedence, unless it is deemed under English law to be invalid or unenforceable, in which case the relevant term or condition in our Booking Conditions will prevail. Some of our suppliers' conditions may limit or exclude their liability to you and, because they'll apply to your contract with us, may also limit or exclude our liability to you. Suppliers' terms and conditions are often subject to international conventions too, which limit their (and our) liability. You can get copies of the relevant supplier's terms and conditions if you ask us.

## C7. Transport Timings, Check-in and Other Details

Travel timings are provided by suppliers and are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and Mulberry Travel does not have any liability to you for any delay, which may arise, or for any schedule alterations.

**Check-in:** If you fail to check in on time, the transport provider is entitled to refuse to allow you to board the flight/cruise. Mulberry Travel cannot accept responsibility if such a situation arises and, whilst Mulberry Travel will endeavour to assist in making alternative travel arrangements to your destination, any cost or loss incurred as a result will be your responsibility.

If you fail to check in at all, Mulberry Travel retains the right to cancel any other arrangements you have booked with us and you will be unable to use your return travel arrangements. No refund can be made for any unused arrangements. You must check-in at least 1 hour prior to departure for all flights (other transport services may vary, check your documentation carefully). Failure to do so could result in you being denied travel. Remember no calls will be made for your flight so please make sure that you are at the departure gate no later than 45 minutes before your departure time. Passengers that are refused travel will be responsible for arranging alternative transportation at their own expense.

**Flight Reconfirmation:** It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys after you have left the UK.

**Flight Details:** Joint Services: Please note that two airlines may share the same services; therefore a flight may not be operated by the airline whose designated code is shown on your itinerary and ticket. If it is possible, at the time of booking, to provide details of the type of aircraft, which will be used, Mulberry Travel will provide you with these. However, it is not possible to guarantee that this is the type of aircraft which will be used because this may change.

## C8. Travel Documents And Health Advice

It's your responsibility to make sure everyone travelling has valid travel documents (e.g. Passport, Visa) and has followed health advice. For up to date UK Government health & travel advice please visit [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice), [www.hpa.org.uk](http://www.hpa.org.uk) and [www.nathac.org](http://www.nathac.org) and contact your GP. The FCO may have issued information about your holiday destination. You are advised to check this information on the FCO website. Mulberry Travel can't accept any liability for your failure to do this. If Mulberry Travel and/or your carrier are fined because anyone on your booking didn't have the correct documents/vaccinations, etc., you'll have to reimburse us.

## C9. Advance Passenger Information

To comply with UK and International regulations on Border Control and Aviation Security, before travel you must provide passport and certain other information, for each person travelling, to the airline that is going to carry you ('Advance Passenger Information' or 'API'). Please check your booking documents for details of how and when to submit this information. Failure to provide API by the deadlines stated (which may be several weeks before travel), could mean you can't travel or, if the airline/cruise operator allows you to submit the information at the airport/port, you may be charged for this.

## C10. Disabled Travellers and Passengers with Reduced Mobility

Mulberry Travel cannot be held responsible if you fail to tell us about special needs/requirements that will affect your holiday experience and this means Mulberry Travel will not compensate you. For customers who require support or advice prior to booking, please note carefully the information below regarding different travel arrangements and for further assistance please advise Mulberry Travel if you have within your booking a person, or you yourself are a person, whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his/her/particular needs of the service made available to passengers and which may therefore affect your holiday, please tell us before you confirm your booking. Mulberry Travel and our suppliers may require a doctor's certificate or other documentation, information or waiver relating to such disability, medical / mobility problem or condition or fitness to travel as Mulberry Travel or our suppliers consider necessary. In any event, you must give us full details in writing at the time of booking.

**Overseas accommodation and services:** The majority of overseas accommodation, overseas transport (including transfers) and other holiday services provided overseas are not equipped to cater for the needs of many disabled holidaymakers. If you have any disability, you must make appropriate enquiries about the suitability of particular accommodation, resorts, transport and services, and make sure that you are fully satisfied you have made the correct choice before you book and confirm your holiday. Please note: if special arrangements need to be made for you an extra charge may have to be levied.

**Flights:** If you or a member of your party are wheelchair users or have reduced mobility, Mulberry Travel strongly advises that you contact Mulberry Travel before making your reservation. This will enable Mulberry Travel to confirm with us or the airline and airport the availability of any assistance requirements prior to booking, as any changes made after booking will be subject to our standard change fees.

## Cruises:

(i) Mulberry Travel and our third party cruise suppliers reserve the right to require you to produce medical evidence of fitness to travel on cruises.

(ii) If you (or a member of your party) has a physical or mental disability or any other condition which may require special treatment or assistance (including those who use wheelchairs) you must advise us in writing before you make a booking. If you (or any member of your party) use a wheelchair, you must furnish your own standard size wheelchair and you must be accompanied by a travelling companion fit and able to assist you. For convenience and comfort collapsible wheelchairs are strongly recommended. Cruise ships' wheelchairs are for emergency use only. Mulberry Travel and our third party cruise suppliers reserve the right to refuse passage to you if you fail to notify us and our third party cruise suppliers of such disabilities or need for assistance or who in our opinion is unfit for travel or whose condition may constitute a danger to themselves or others on board.

You acknowledge that medical care while on a cruise ship may be limited or delayed and that the ship may travel to destinations where medical care is unavailable. Certain international safety requirements, shipbuilding requirements and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Standard cabins on cruise ships are not designed to be barrier free and wheelchair accessible. You must be physically fit to undertake the holiday. You must be self-sufficient and/or must travel with a companion able to provide any assistance needed during the holiday. You may not be able to participate in certain activities or programs either on board the ship or onshore at ports of call if to do so would create a risk of harm to yourself or any other person.

## C11. Data Protection

By making a booking with Mulberry Travel, we will process the personal information we receive from you (about you and the people travelling with you), in the following ways: to enable us to arrange the travel services you have booked (which will include passing your information to third party suppliers, such as hoteliers and airlines and our technology partners to administer the services we provide, and may involve sending your information to countries that don't have an equal level of privacy legislation to that in the UK); for our own market research and analysis purposes; for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as banks and credit card companies, or the police); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact from Mulberry Travel by means of email, post and/or telephone if you've agreed we can, or if we're providing you with offers and information on similar products and services to those you have purchased (and if you haven't opted out of such marketing at the time of booking). We may need to collect information from you (or the people travelling with you), that is sensitive personal data because it relates to a medical condition or dietary requirement. When you give us this information you agree to allow us to process this and pass this to our service providers where necessary to make the arrangements you require, such as airlines (to provide in-flight catering and any special requirements you have, or to check fitness to fly), our travel insurance provider if you purchase insurance from us. Telephone calls to us may be recorded for training and quality purposes and for preventing/ detecting crime. If you've booked with us via a website, or if you've chosen for us to contact you by email, we'll use the email address you've provided to send you your travel documentation. We're entitled to assume that the email address you've provided is correct and that you understand and accept the risks associated with using this form of communication. Please note that you may still need to contact Mulberry Travel by post or via our call centre as required by our booking conditions. If you wish to make a data subject access request for a copy of any personal data we hold on you, please write to us, please write to: Please head your letter/email with the words "Subject Access Request".

If you wish to make a data subject access request for a copy of any personal data we hold on you, please write to us at our registered office or email [enquiries@mulberrytravel.com](mailto:enquiries@mulberrytravel.com)

Please head your letter/email with the words "Subject Access Request".

If you wish to opt out of receiving marketing communications from us, please inform Mulberry Travel.

## C12. Your Responsibility and Behaviour

It is important that you behave responsibly and with consideration for others during your trip. Mulberry Travel wants all our customers to have an enjoyable and carefree trip. Accordingly, to the extent that we (or another person in authority) believe that your actions could upset other customers, our suppliers or our own staff, or put them in danger, or cause disruption or annoyance or damage to property or people (including us, our suppliers or other customers) and where we or our suppliers believe that you are not fit to travel, we may end your holiday / travel arrangements without further liability to you. This could mean we or our suppliers may either ask you to leave your booked accommodation, or prevent you from boarding the aircraft. Our suppliers will deny boarding or impose additional conditions of carriage on any passenger who, for example, is intoxicated and/or disruptive or found to be smoking on board the aircraft. If this happens, Mulberry Travel will not pay compensation, make refunds, or cover any expenses described in these Booking Conditions that you suffer as a result.

If your behaviour or the behaviour of any members of your travelling party causes any aircraft to be diverted we and/or the carrier will hold you and those members jointly and individually liable for all costs incurred by Mulberry Travel as a result of that diversion. Mulberry Travel cannot accept liability for the behaviour of others in your accommodation, flight, or for any facilities/services withdrawn as a result of their actions.

## C13. Complaints

If you are not satisfied with any aspect of your travel arrangements please complain as soon as possible to the relevant person (for example, the hotel management) while you are on your trip. If they cannot help you must contact us on the telephone number supplied to you on your confirmation invoice/receipt and Mulberry Travel will do everything reasonably possible to sort the problem out. It is important you advise us as well as the supplier so we can both help to put things rights without delay. We believe it is better for everyone to resolve problems that arise during your trip promptly so that you can enjoy your trip. If you are still not satisfied please write to our offices in the UK within 28 days of returning home. If you have special needs, which prevent you from writing to us then, where possible, Mulberry Travel will accept details of your complaint over the telephone.

The address to send complaints to is: **Customer Relations Department, Mulberry Travel Travel The Steam Mill, Steam Mill Street, Chester, CH3 5AN.**

Mulberry Travel would point out that failure to follow the above procedures and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures, you or Mulberry Travel could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible properly to investigate a complaint if Mulberry Travel is not told about it reasonably quickly once your trip is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your trip, prevent us from carrying out a proper investigation.

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

## C14. Fraudulent complaints or claims

We accept that there are times when we need to compensate if things go wrong on one of our holidays, but we are aware that some holidaymakers are being encouraged to make fraudulent claims for compensation. We're committed to the prevention and detection of fraud to protect our customers and to try to keep the cost of our holidays as low as possible. We work with fraud investigators to help us identify fraudulent claims and if any complaint or claim is proved to be fraudulent in any way, such as, falsely claiming to be affected by an illness resulting from eating at the hotel, or exaggerating the effect a minor illness had on the enjoyment of the holiday, we'll take appropriate legal action to recover any sums that may have been paid out. We reserve the right to refuse to accept any future bookings from the person or people involved. It's a criminal offence to make fraudulent claims therefore we may also put the matter into the hands of the police.

## C15. Your Financial Protection

The flight inclusive Package bookings provided by us from the UK are financially protected by the ATOL scheme, since the Travel Trust Association hold an ATOL 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). Our authorised ATOL number is T7173. When you buy a 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 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 arise 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 reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Mulberry Travel is an Accredited member of the Travel Trust Association. Where we act as an agent for other ATOL holders, your booking will be financially protected by the ATOL holder, named on your ATOL Certificate.

## C16. General terms

The various paragraphs set out in these Booking Conditions operate separately to one another. If any court or any other relevant authority decides that any of these sections (or part therein) are unlawful or unenforceable, the remaining sections (and parts therein) will remain in full force and effect. These Booking Conditions and the associated confirmation invoice set out the entire agreement between us. You are not relying upon any other statement, promise or assurance in relation to your booking.

These Booking Conditions are between you and us. No other person shall have any rights to enforce any of their terms and conditions.

If we do not insist immediately that you do anything you are required to do under these Booking Conditions, or if we delay in taking steps against you in respect of your breaching this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you immediately, we can still require you to make the payment at a later date.

We may transfer our rights and obligations with you under these Booking Conditions to another organisation, and we will do our best to notify you if this happens, but this will not affect your rights or our obligations under the Booking Conditions.

## SECTION D. Cruises

The following terms, in addition to the cruise operator's booking information apply to all bookings with us that include a Cruise. In addition, the provisions of Sections B and C will also apply if you book a Cruise as part of a Package. Alternatively, if you make a Cruise only booking, the terms set out in Sections A and C will also apply to your booking.

### D1. Cruise Bookings

It is the customer's responsibility to settle all of their on board accounts. Children under the age of 18 will not be carried unless accompanied by an adult over the age of 21 at time of boarding who accepts responsibility for their welfare conduct and behaviour. Infants younger than 6 months at point of boarding may not be accepted on some ships, full details are provided at booking stage and Mulberry Travel accepts no liability for incorrect information that may have been provided by you.

### D2. Pregnancy

Cruise ships don't have adequate medical facilities for childbirth on board. Cruise ships will not carry you if you've entered or passed your 24th – 28th week of pregnancy at any point in your Cruise – the exact timing depends upon the cruise ship operator. You must check with us at the time of booking. All pregnant women should produce a doctor's or midwife's letter stating that mother and baby are in good health, fit to travel and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) as calculated from both the last menstrual period (LMP) and ultrasound if this has been performed. A booking can't be accepted and you won't be carried on the ship unless you comply with this section. If you're pregnant and made a booking (or made a booking on behalf of a pregnant passenger) before it could reasonably have been known that you or the passenger wouldn't be able to join the Cruise because you've entered or passed the 24th–28th (as the case may be) week of pregnancy, if we can obtain a refund or part refund of the Cruise element of your booking from the cruise operator, we'll pass this onto you, but we shall otherwise have no liability whatsoever to you, to provide a refund of other arrangements you've booked with us (such as flights or accommodation). Mulberry Travel and our third party cruise suppliers expressly reserve the right to refuse passage on board to you if you appear to be in an advanced state of pregnancy and we shall not have any liability whatsoever in respect of either such refusal and/or your carriage.

### D3. Advance Registration, Check-In And Travel Timings

To comply with government and security requirements, cruise ship operators will require you to register your details with them in advance of travel and may also ask you to complete an online check-in process. Mulberry Travel will include details of advance registration and online check-in procedures (as applicable to each cruise operator) on your confirmation invoice or with your tickets where known but it is your responsibility to check the relevant cruise operator's registration and check in process. Failure to submit the requested information accurately and in full may result in delays at the cruise terminal and you may be denied boarding. Mulberry Travel accepts no responsibility for such consequences.

For Cruises you are advised to be onboard the ship a minimum of 2 hours before the departure time (in some cases 1 hour before departure time is permitted at ports of call but check with the cruise operator first).

If you fail to check in on time and/or fail to arrive to embark on time at any port or place, the cruise provider is entitled to refuse carriage. Mulberry Travel cannot accept responsibility or liability if such a situation arises and, whilst Mulberry Travel will try to assist in making alternative travel arrangements, any cost or loss incurred as a result will be your responsibility. Such costs associated with transportation to re-join the cruise ship may include, government fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees.

All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and Mulberry Travel does not have any liability to you for any delay, which may arise, or for any schedule alterations.

### D4. Gratuities And Service Charges

The cruise operators' policies regarding onboard gratuities and/or service charges for the services provided by their staff vary. Most cruise operators apply one or more of the following policies:

- Gratuities or Service Charges may be left to your discretion;
- A daily charge may be automatically added to your onboard account which can be removed on request;
- A charge may be included in the price of our Cruise Packages, which you pay in advance of travel. Where this applies it may be possible to ask for the charge to be removed and added to your onboard ship account;
- Some cruise operators may apply a compulsory daily service charge to your onboard account but do not expect you to tip at all during the Cruise.

Whichever scheme the cruise operator uses, you will be required to abide by their gratuity / service charge policy and must settle your account in full before disembarking the ship at the end of your Cruise. Where Mulberry Travel are made aware of a cruise operator's policy on gratuities or service charges details will be provided either at the time of booking, on our confirmation invoices or with the cruise operator's tickets.

### D5. Contagious Or Infectious Diseases Affecting Your Cruise

At any port or place the cruise operator may refuse to embark or may disembark any customer who, in the opinion of the Master, ship's medical personnel or other authorised ship's officer, might be excluded from landing at destination by Immigration or other governmental authorities or who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other customers or the crew. In such cases you shall not be entitled to any refund of the Package cost or compensation of any kind. Additionally, Mulberry Travel will have no liability for any costs or expenses you incur as a result. In cases of quarantine of the ship involving your detention, you must bear all risk and expense thereby caused and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the ship, and for all other quarantine fees and expenses assessed or incurred by you.