

# AmaWaterways

## 2024

### **BOOKING CONDITIONS**

#### **BOOKING CONDITIONS**

Your contract is with AmaWaterways Limited of Suite B, Abbots Place, Walnut Tree Close, Guildford, Surrey GU1 4RW, company number 10184331. These booking conditions, together with our Privacy Policy, Passenger Ticket Contract (which governs the cruise and travel itself) and the written information we brought to your attention before we confirmed your booking, set out the conditions of the contract between you and AmaWaterways Limited and our contractual commitments to each other.

It is important that you read the following booking conditions carefully as they are the basis of your contract with AmaWaterways Limited.

#### **Definitions**

(a) References within the booking conditions to “departure dates” means the date the services we have agreed to provide commence.

(b) The references to “you” and “your” means the persons named in the booking (including any person or persons added or substituted subsequently).

(c) “We” “Us” and “Our” means AmaWaterways Limited.

(d) References to “arrangements”, “travel arrangements” or “holiday” mean the services we have agreed to provide to or provide you with under your booking with us.

#### **1 Your Holiday Contract**

1.1 When you make your booking you agree that you have authority to accept and do accept on behalf of yourself and each person named in your booking, the terms of these Booking Conditions. The person making the booking (“the party leader”) must be at least 18 years of age and authorised to do so by all persons named in the booking and the parent or guardian of all party members under the age of 18 years, when the booking is made. The party leader on behalf of themselves and each member of the party consents to the use of information in accordance with our Privacy Policy.

1.2 The party leader is responsible for making all payments due to us under the booking. All party members named within the booking are jointly and severally liable for all payments due under the booking.

1.3 A contract will exist as soon as we issue a booking confirmation invoice to the party leader or your travel agent. The contract is made in the terms of these booking conditions, which are governed by English law and the jurisdiction of the English Courts. You may choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so and you are resident in Scotland or Northern Ireland.

1.4 Once you have received your booking confirmation invoice, please check this carefully together with all your other documents we or your travel agent have sent to you. If any of the information contained within any of these documents is incorrect or incomplete, please notify us immediately in writing as it may not be possible to make later changes to it. We cannot accept any liability if we are not notified of any inaccuracies within 7 days of issue of the booking confirmation invoice to you.

1.5 We reserve the right to refuse to accept bookings in our absolute discretion without stating the reason for doing so.

1.6 When you book your holiday it may not be possible to confirm your precise air or rail arrangements.. Your confirmation invoice and/or ATOL certificate will set out the arrangements reserved for you and/or any provisional reservations or those arrangements we plan to reserve for you. Some airlines charge for luggage separately and some flights may be indirect.

Travel arrangements, including but not limited to schedule and routing, may also be subject to change by airlines and/or rail operators at any time and without notice. We can accept no liability for such changes.

1.7 We cannot confirm any specific airline or rail seat numbers and reserve the right to make changes to your flight and/or rail times but will notify you of any such changes as soon as possible.

1.8 All guests under the age of 18 are to be in a stateroom with an adult and must remain supervised at all times; their safety is the responsibility of the accompanying adult(s). Children between the ages of 4-10 at the time of embarkation may share a stateroom with two adults only in circumstances where the child is able to share the bed with the adults – no additional bed will be provided. Please be aware that balcony staterooms of any kind may be unsafe for small children if left unsupervised. Children under the age of 4 are not permitted on board; children 4-5 years old are not recommended on any programme. On our Africa Safaris & Wildlife Cruise programme, due to safety precautions, there is a minimum age limit of 12 years old, unless otherwise agreed by AmaWaterways. AmaWaterways does not provide child-specific programmes or child-minding facilities.

1.9 Disabled facilities are not available on board or in many places visited on the cruises and cruise tours we offer. If guests have a disability and reasonable accommodation may enable them to use the services, guests are requested to let us know how they believe we can help. Guests are requested to inform us in writing, at or immediately after making the reservation, but in any event as early as possible, of any mobility impairment or other condition, whether physical, emotional or mental, which may require accommodation or use of an assistive device during the travel. A reasonable effort will be made to accommodate special needs, but we are not responsible for denial of service by Carriers, hotels, or other independent Suppliers. A guest, who, due to impairment, is not self-sufficient, may need to travel with a companion who shall take responsibility for assistance needed during travel and in case of emergency. An individual with a disability that would result in a direct threat to the health and safety of others or to that individual may be excluded, if it is determined there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable accommodations, policies, practices, procedures assistive devices or services. We shall have no liability to a participant relating to any condition, treatment, failure to inform us of an impairment, or resulting exclusion.

1.10 Due to medical safety guidelines, we are unable to accommodate passengers who will enter their 24th week of pregnancy by the time of the cruise.

1.11 Medical doctors are not available on any vessel. If medical services are required, efforts to contact local medical providers will be made. A participant requiring such assistance is solely responsible for all related charges. We will not be responsible or liable for sufficiency of our efforts to reach medical providers, nor for the availability, delay, quality or other aspect of any such services. Participants are encouraged at time of booking and well before departure, to review their health and medical conditions and insurance and consult their health care and insurance providers regarding needs and scope of coverage for any incident or need that may occur during travel, and to obtain supplemental health and medical insurance for the travel, as needed.

1.12 Smoking is only permitted on the ship's Sun Deck in the designated smoking area.

## **2 Special Requests**

2.1 If you have a special request, please advise us or your travel agent at the time of booking. We cannot guarantee that the request will be met and any failure to do so will not be a breach of contract on our part. We are unable to accept bookings which are conditional upon a special request being met and all bookings accepted by us, regardless of special requests made, will be treated as not being conditional on the provision of such.

2.2 Special dietary requests must be provided to us at time of reservation. An effort will be made to meet the request, but we cannot assure the request can be accommodated. We cannot guarantee that the request will be met and any failure to do so will not be a breach of contract on our part. We are unable to accept bookings which are conditional upon a special request being met and all bookings accepted by us, regardless of special requests made, will be treated as not being conditional on the provision of such.

## **3 Financial Protection**

3.1 We provide financial security for package holidays which include flights, by way of our ATOL (Air Travel Organisers Licence) granted by the Civil Aviation Authority (CAA), CAA House, 49-59 Kingsway, London WC2B 6TE. Our ATOL number is 11232.

3.2 When you buy a flight inclusive holiday from us you will receive an ATOL certificate from us or your travel agent. This lists the flight, accommodation and/or other services that are 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 or 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).

3.3 If we, or the suppliers identified on your ATOL certificate, are unable to provide 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 payment to (or confer a benefit on) you under the ATOL scheme. You must agree that in return for such payment or benefit you must assign absolutely to those trustees any claims which you have or may have arising out of or relating to 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 claim may be reassigned to another body, if that body has paid the sums you have claimed under the ATOL scheme.

3.4 For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

3.5 The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme. Please ask us to confirm what protection may apply to your booking. ATOL protection is primarily for customers who book and pay in the United Kingdom.

3.6 We provide full insolvency protection for our package holidays which do not include flights by way of a bond held by ABTA Ltd of 30 Park Street, London SE1 9EQ, telephone: 0203 7588779, email: [customerprotection@abta.co.uk](mailto:customerprotection@abta.co.uk). Our ABTA membership no. is Y6393. Please visit [www.abta.com](http://www.abta.com) for further information.

#### **4 Holiday Price**

4.1 We reserve the right to alter the prices of any of the holidays shown on our website. You will be advised of the current price of the holiday you wish to book before your contract is confirmed.

4.2 When you make your booking you are required to pay a deposit of €320 per person for Europe and Asia itineraries, €4.175 per person for Seven River Journey Through Europe itineraries, €960 per person for Egypt itineraries and €1.920 per person for Africa itineraries or any other such deposit as advised at the time of booking ("the cruise deposit"). The cost of air or rail travel, such amount being advised to you at the time of booking, is payable in full at time of deposit. Any airfare, rail fare and/or costs associated with booking such items incurred and not recovered by AmaWaterways is non-refundable. In the case of promotional flight offers and/or pre-guaranteed flight prices (AmaWaterways' "Fly Cruise Packages"), flights may be ticketed and schedules confirmed at any time, at the discretion of AmaWaterways. Fly Cruise Packages and promotional flight offers are intended to provide the guest with a reasonable and practicable flight schedule that connects the customer with their cruise itinerary. This may not necessarily match the customers' preferred flight schedule. Any itineraries that include "intra-air" flights, including as part of optional land programmes or a combination cruise booking, may require an additional non-refundable deposit, which will be advised at time of booking. Optional add-ons, custom arrangements and flexibility policies, such as our Travel Waiver Plus, may also require additional non-refundable deposits, as advised at the time of booking. For the Concierge Golf Programme, an additional deposit of €640 per person is required at the time of booking. For the Ancestry Experience package, an additional deposit of €655 per person is required at the time of booking. The Rwanda extension requires an additional non-refundable deposit of €1.304 per person for the Mountain Gorilla permit and €87 per person for the Golden Monkey permit. If applicable, any Visa fees must also be paid in full in addition to the deposit. In addition, any Hotel Extra Nights will require at the time of confirmation of availability payment of a non-refundable deposit of €35 per room. The balance of the price of your holiday must be paid by the date shown in your booking confirmation invoice. It would usually be 90 days before the commencement of AmaWaterways services. For bookings made within the balance due date, the total price of your holiday is payable at the time of booking. If the deposit and/or the balance is not paid in time we reserve the right to cancel your travel arrangements, subject to fees as outlined in our cancellation terms (Section 6). Any monies paid to any travel agent in relation to your booking are held by the travel agent on our behalf at all times.

4.3 Unless stated otherwise, the price of your holiday includes all of the component parts described within your booking confirmation invoice.

4.4 Not included in the price of your holiday is travel insurance, additional baggage charges, gratuities and any food or drink or additional excursions or activities which are not confirmed as being part of your holiday arrangements. Additionally, any items or services purchased on board are not included in the cost of your holiday unless specifically stated.

4.5 Changes in the cost of the following 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 date.

- The price of transportation resulting from the cost of fuel or other power sources;
- The level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- The exchange rates relevant to your package.

4.6 You may be charged for the amount of any increase in accordance with this clause plus the administration charge of €1 per person. However, if this means that you have to pay an increase of more than 8% of the total price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements) you will have the option of (i) accepting the price increase and pay the requested amount (ii) accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price) or (iii) cancelling your holiday booking and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements which do not form part of your package. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of the issue date printed on your final invoice.

4.7 Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you. However, please note that travel arrangements that are 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.

#### **If You Change Your Booking**

5.1 If, after we have issued a booking confirmation invoice to you, you wish to change your travel arrangements, we will do our best to make these changes, although it may not always be possible to do so. Your request to change your booking must be made in writing by the party leader. You will be asked to pay an administration charge of €25 per person, plus any costs we may incur in making this alteration. If travel arrangements are changed, price may be reassessed based on current prices on the date you make the change. The price may not be the same as when you first made your booking.

5.2 If you or any member of your party is prevented from travelling, that person may transfer their place to someone else subject to the following conditions:

- a) That person is introduced by you and satisfies each and all of the conditions applicable to the booked holiday;
- b) We are notified in writing of the request for transfer not later than 30 days before departure;
- c) You pay the outstanding balance payment, and the amendment fee of €25 per person transferring, as well as any additional fees, charges and other costs arising from the transfer;
- d) The transferee agrees to these booking conditions, and all of the terms of the Contract between us.
- e) Charges amounting to the full cost of any transferred flight and a replacement flight will be imposed in the event of any transfer.

5.3 You and the transferee will remain jointly and severally liable for the payment of all sums. If you are unable to find a replacement, the cancellation charges set out in clause 6.1 will apply in order to cover our estimated costs. Otherwise, no refunds will be given to passengers not travelling or for any unused service.

5.4 Any discount you received when you made your original booking may be altered or reduced when changes are made if this discount had subsequently been altered, reduced or withdrawn.

5.5 If you have paid accommodation supplements and the number of people in your accommodation changes you may have to pay extra.

5.6 Any changes to your departure date, airport, transportation, destination, accommodation or length of travel must apply to all members of your booking.

5.7 The airline and/or rail operator may not allow name changes prior to departure or after the flight ticket has been issued. If you wish to make a name change and this is not permitted by your airline, it will be necessary to cancel your flight, lose

the money paid in respect of that flight and pay the full cost of another flight, which may not be the same flight or at the same cost as the one you have cancelled.

## 6 If You Cancel Your Booking

6.1 If you, or any member of your party, cancel your travel arrangements at any time, written notification from the person who made the booking must be received by us at our registered office or by email at [amares-intl@amawaterways.com](mailto:amares-intl@amawaterways.com). Cancellation notifications must include writing stating clearly and correctly each guest's name, ship name, start and end date of the cruise and a brief statement of the reason for cancellation. Other forms of notice are not sufficient. Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable by you. The cancellation charge is a percentage calculated on basis of the total costs payable by the person cancelling not refundable in the event of cancellation.

DAYS BEFORE DEPARTURE	CRUISE, LAND & CONCIERGE GOLF CANCELLATION CHARGES	AIR & RAIL
		CANCELLATION CHARGES
	€160 per person – Europe & Asia	
	€2.088 per person – Seven River Journey Through Europe	
More than 121 days prior to departure	€480 per person - Egypt	
	€960 per person – Africa	
	Loss of Deposit – Concierge Golf Programme	100%
	Loss of Deposit – Additional Land Programmes (as stated)	
120-90 days	Loss of Deposit	
89-60 days	35%	
59-32 days	50%	
Within 31 days	100%	

6.2 All intra-Europe, intra-Asia, intra-Africa and intra-Egypt flights, as well as Amman-Cairo and Cairo-Tel Aviv flights are non-refundable at the time of purchase.

6.3 Additional cancellation penalties for special programmes may be assessed in addition to the above; please see Section 4.2 above for more information

6.4 Cancellations received within 24 hours of your holiday's start date will be deemed as trip interruption, cannot be cancelled and are 100% non-refundable. The effective date of the cancellation is the date AmaWaterways receives cancellation notice.

6.5 A change in sailing date, the substitution of a participant (outside of the terms shown in 5.2) or a reduction in the number of guests in a stateroom are treated as a cancellation in that all applicable cancellation charges apply. A reduction in occupancy is subject to single supplement charge.

6.6 You have the right to cancel your holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and which significantly affects the performance of the holiday or which significantly affects transport arrangements to the destination.

In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation.

6.7 For the purposes of this clause, examples of “unavoidable and extraordinary circumstances” include, but are not limited to, warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods or earthquakes which make it impossible to travel safely to your destination.

6.8 The right to cancel in clause applies where the relevant unavoidable and extraordinary circumstances are or are reasonably likely to commence or continue during the period of your booked holiday. In these circumstances, our standard policy is that the right to cancel may not be exercised more than 30 days prior to your booked holiday commencing.

## **7 If We Change or Cancel Your Booking**

7.1 Once your booking has been confirmed we will make every effort to provide you with the booked holiday arrangements. Occasionally, it may be necessary to amend or cancel whole or part of your holiday.

We will notify you or your travel agent of any alteration or cancellation as soon as we reasonably can.

7.2 Independent travel arrangements (e.g. flights, airport parking, car hire, etc) that you may arrange separately do not form part of our contract with you. Should we need to make changes to your travel arrangements, we will not be liable for any amendment or cancellation charges incurred by you in respect of any such independent travel arrangements, nor any other independent purchases made in relation to your holiday.

7.3 If, before the start of your holiday, we are constrained by circumstances beyond our control to make a major change to your holiday, we will offer you the choice of either (a) accepting the changed arrangements (b) accepting an offer for an alternative holiday with comparable facilities from us, if available (we will refund you any price difference if the alternative is of a lower value) or (c) cancel your booking completely in which case we will refund you all monies paid by you. Please note that the above options are not available where any change made is a minor one. A major change may include change of accommodation to that of a lower category and/or price, the change of flight or rail times of more than 12 hours, a change of departure location (save the changes between airports in the same city) or a significant change of destination of cruise itinerary. This applies only to travel booked with AmaWaterways.

7.4 If we make a significant change or cancel less than 14 days before departure (other than for reason of non-payment of travel arrangements by you or events beyond our control (paragraph 8 below) we will also pay you compensation as detailed below:

<b>Period of Notice We Give to You Before Departure</b>	<b>Compensation to Each Full Fare Passenger</b>
98+ Days	€0
78-43 Days	€10
42-29 Days	€20
28-15 Days	€30
14-0 Days	€40

You are required to advise us within 7 days of being notified of a significant change whether you wish to: (a) accept a proposed change or (b) cancel your booking and receive a refund.

If you have not notified us within 7 days, we will write to you again to obtain confirmation of your choice of the options above.

If you fail to respond within a further 7 days, we will cancel your booking and refund all payments made by or on behalf of you.

7.5 Please note that compensation referred to at 7.4 above and the options referred to at 7.3 above do not apply to any minor changes made by us.

## **8 Events Beyond Our Control**

Please note that compensation will not be payable, and we will accept no liability beyond offering you the options above where:

- (a) we are constrained to make a significant change or cancel your booking as a result of unusual and unforeseeable circumstances beyond our control. These circumstances will usually include but are not limited to, war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, any failure to secure flying rights, natural and nuclear disaster, fire, epidemics, health risks and pandemics and unavoidable and unforeseeable technical problems with transport reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events; or
- (b) we cancel as a result of your failure to comply with any of the requirements of these booking conditions entitling us to cancel; or
- (c) we make a significant change or cancel your arrangements more than 14 weeks before departure; or
- (d) where the change or cancellation by us arises out of alterations to the confirmed booking request by you.

## **9 Post Departure Changes**

9.1 If we are unable to provide a significant proportion of the holiday services that you have booked with us after your departure, we will, where possible, make alternative arrangements for you at no extra charge and if appropriate in all the circumstances we will pay you reasonable compensation.

9.2 Please note that for travel booked with AmaWaterways a change in the time of your departure or return flight by 12 hours or less or a change of your UK departure airport between London airports are not regarded as major changes.

9.3 A change of accommodation to an equivalent or higher standard is also not regarded as significant nor are alterations to your itinerary which do not materially affect your holiday.

## **10 Delayed Return**

10.1 In accordance with the Package Travel and Linked Travel Arrangements Regulations 2018, where it is impossible for you to return to your departure point on the return date of your package due to “unavoidable and extraordinary circumstances” we shall provide you with the necessary accommodation for a period not exceeding 3 nights per person. Where possible, this accommodation shall be of comparable standard to the accommodation booked by you under the package. For the purposes of this clause, examples of “unavoidable and extraordinary circumstances” include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

10.2 The limitation of costs for 3 nights’ accommodation referred to above does not apply to persons with reduced mobility as defined by Article 2 of Regulation (EC) 1107/2006 and does not apply to persons of reduced mobility travelling by air and any other person accompanying them, pregnant women and unaccompanied minors as well as persons in need of specific medical assistance, provided that you have notified us of their needs at least 48 hours prior to departure.

## **11 Our Liability to You**

11.1 We agree to perform and provide the travel arrangements which make up your booking with reasonable skill and care. If the contract you have with us is not performed or is improperly performed by us or any of our suppliers, we will pay you appropriate compensation if this has affected your enjoyment of your holiday. We will not be liable for any failure in the performance of the contract with you if this is due to: -

- a) The fault of yourself and/or another member of your party;
- b) A third party unconnected with the provision of the travel arrangements and where failure is unforeseeable or unavoidable;
- c) Unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised;
- d) An event which neither we nor our suppliers, even with all due care, could have foreseen or forestalled.

11.2 Our liability to you and any member of your party, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your booking. Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the suppliers we use in the provision of your holiday arrangements form part of your contract with us. These terms are incorporated into this contract as are;

a) 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 compensation you can claim for death, injury, delay to passengers, and loss, damage and delay to luggage.

11.3 We will not accept responsibility for any services which do not form part of your contract with us. These may include any excursion purchased during the course of your holiday and any additional services or facilities which we have not agreed to arrange or provide as part of our contract with you.

11.4 You must inform us, without undue delay, taking into account the circumstances of the case, of any lack of conformity which you perceive during the performance of a travel service included in your package travel contract.

11.5 If we are found liable for loss and/or damage to your luggage or personal possessions (including money) our maximum liability to you is limited to €1,000 per person unless a lower limitation applies under this contract or by virtue of international conventions.

11.6 Where you have booked a “cruise only” holiday we do not accept liability for the costs of flights and/or any other travel arrangements in the event of changes being made to the scheduled departure or arrival times or locations of the cruise vessel.

## **12 Assistance by Us During the Course of Your Booking**

If your contract with us is not performed or is improperly performed by us as a result of a failing attributable to a third party unconnected with the provision of holiday services, or as a result of failures due to unusual or unforeseeable circumstances beyond our control the consequence of which could not have been avoided even with all due care, or as a result of an event which we or our suppliers, even with all due care, could not have foreseen or forestalled, and you suffer injury or other material loss, we will offer to provide you with prompt assistance as is reasonable in the circumstances. If you or any member of your party suffers during the course of your holiday any difficulty as a result of any activity which does not form part of your contracted holiday arrangements, we will offer you prompt assistance without undue delay. Such assistance may include assisting you in making communications and helping you to find alternative travel arrangements. If the difficulty is caused intentionally by you or as a result of your negligence, we may charge a reasonable fee for that assistance which will not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and subject to you notifying us promptly of your need. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you recover any costs and expenses relating to the incident from a third party, you must repay us the costs and expenses we have incurred in assisting you.

## **13 Documentation, Passport, Visa, Immigration and Health Requirements**

13.1 In order to verify that we have the correct booking information on file for our guests, we kindly ask that you complete our pre-registration process upon deposit or no later than the final payment date. You (or the travel agent managing your booking) may visit our website to complete this process at: [www.amawaterways.eu/check-in](http://www.amawaterways.eu/check-in)  
By checking in, you can:

- Ensure that personal information is correct on all necessary travel documents
- Provide important emergency contact information
- Complete health questionnaire as required
- Inform us of any special occasions
- Sign up for Special Interest Tours (upon receipt of final payment)

13.2 Only after receipt of full payment, and the completion of the online pre-registration process, will access to Digital Travel Documents (including airline and/or rail confirmation information, if applicable) be provided, via email, approximately 3-4 weeks prior to departure. Delay in final payment will delay access to Digital Travel Documents.

13.3 At time of publication AmaWaterways itineraries operate within Europe, Asia, Egypt & Africa. The passport and visa requirements of you and your party, together with any other immigration requirements, are your responsibility and you should check these with the relevant embassies and/or consulates prior to travel. We are not in a position to obtain or verify the accuracy or completeness of any participant’s visa or other required documentation. We do not accept any

responsibility if your travel is restricted or affected if you have not complied with the relevant requirements in force prior to and at the time of travel. Guests should be aware entry requirements may change without prior notice.

13.4 For Africa & Egypt itineraries we require passport information at the time of deposit, and for travel to Asia, we required passport information prior to, or at, final payment due date. For certain itineraries, empty pages may be required within your passport for visa and/or immigration requirements. Ensuring these requirements are met is your responsibility and you should check these with the relevant embassies and/or consulates prior to travel. We do not accept any responsibility if you cannot travel if you have not complied with the relevant requirements in force prior to, and at the time of, travel.

13.5 It is also your responsibility to check all compulsory and recommended health requirements, including vaccinations, prior to travel and to ensure that you are in receipt of all and any necessary vaccination certificates and other health documentation. The costs of obtaining any such documentation are your responsibility and we are unable to accept any responsibility or liability if your travel arrangements are affected as a result of the failure to do so by yourself or any member of your party.

13.6 You must provide us with full details of any existing medical conditions, allergies or disabilities that may affect your travel arrangements (including, in particular, any accommodation requirements) at the time of your booking. If in our reasonable opinion your chosen travel arrangements are not suitable for your medical condition or disability or you are not travelling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking. If you do not give us full details of your medical condition or disability we may also cancel the booking if in our reasonable opinion, the travel arrangements are not suitable, or you are not travelling with someone who can provide all assistance reasonably required. If we cancel your booking as a result of this, the cancellation charges set out in Clause 6.1 above will apply.

13.7 Information on foreign travel is provided and regularly updated by your local government. Please always check travel advice from your country for the destinations you are travelling to before departure.

13.8 If we are required or asked to reissue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

#### **14 Denied Boarding Regulations and Transportation Delays**

14.1 If any flight you have booked is cancelled or delayed, your flight ticket is downgraded, or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 0330 022 1500 [www.caa.co.uk](http://www.caa.co.uk).

14.2 Unfortunately, flight or other transport delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the carrier concerned should provide refreshments when and where appropriate. We are generally not in a position to provide any assistance in the event of flight or other transportation delays and cannot accept any liability except where expressly stated in these Booking Conditions.

#### **15 Insurance**

15.1 You may wish to take out suitable insurance for all your needs before you travel. We cannot be held responsible for any costs you may incur as a result of failing to do so.

15.2 If you take part in activities whilst travelling that have been organised and arranged independently of us, participation is at your own risk and it is your responsibility to ensure that you have obtained the relevant insurance.

#### **16 Your Responsibilities and Behaviour Whilst on Holiday**

16.1 As part of your booking with us, you are accepting liability for any loss or damage caused by you or any member of your party during the course of your holiday. Payment for any loss or damage must be made to us or our supplier at the time that it occurs or as soon as is reasonably practicable thereafter. If the cost of the loss or damage is not known at the time, we will reasonably estimate it. If the cost of replacement or repair exceeds the estimate paid, you must pay the difference and if it is less, the difference will be refunded to you. You will also be responsible for, and agree to indemnify us, in respect of any claim subsequently made against us and all costs incurred by us (including our own and any other party's full legal costs) arising from your actions.

16.2 You are also responsible for the behaviour of yourself and other members of your party. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member/s of your party by terminating your travel arrangements if yours or their behaviour is or is likely to be, in our reasonable opinion or in the reasonable opinion of our suppliers, disruptive, upsetting or dangerous to yourself or anyone else, or if you or any member of your party have caused or are likely to cause damage to property. In these circumstances, we will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your travel arrangements due to such unacceptable behaviour. In this situation we will have no further responsibility for you or any other member of your party (including any return travel arrangements). If your behaviour means that you are not able to board your outward flight, we will treat your booking as cancelled from that moment and you will have to pay the full cancellation charges referred to in Clause 6.1 above.

## **17 Excursions and Activities and Resort Information**

Excursions, tours or other activities that you book or pay for whilst you are on holiday do not form part of the travel arrangements provided by us. Your contract will be with the operator or provider of that excursion, tour or activity and not with us. We are not responsible for the provision of the excursion, tour or activity or anything that may happen during the course of its provision by the operator. We do not accept any liability in relation to any such excursion, tour or activity and these Booking Conditions do not apply to them.

## **18 Mooring, Docking and Adverse Weather Water Conditions**

Occasionally, changes to your itinerary may be necessary due to adverse weather conditions, high or low water levels, mooring restrictions and lock closures. In some instances, it may be necessary in the interests of safety for sundeck access to be restricted or closed. In addition, it may sometimes be necessary for vessels to dock alongside each other resulting in partially or totally obstructed views. Unfortunately, these are events outside of our control and we can accept no liability for them.

## **19 Local Charges & Tourist Taxes**

Unless we have stated that a local service or facility is included or free in our accommodation description, you may be asked to pay a charge locally, for example, local tourist tax, room services (e.g. minibar), health and beauty treatments, snacks, drinks, etc. Tourist taxes may be payable by you when you check out of your holiday accommodation.

## **20 Local Health & Safety Standards**

You should be aware that it is the standards and health and safety requirements of the country in which the services which make up your travel arrangements are provided which apply and not those of the United Kingdom. These standards will be different to those of the United Kingdom and may sometimes be lower.

## **21 Our Website, Brochure and Advertising**

The information contained in our website, brochure and advertising material is our responsibility and to the best of our knowledge and belief it is correct at the time of publication. Occasionally errors may occur, and information may change, and you must therefore check all the details of your travel arrangements at the time of booking

## **22 If You Have a Complaint**

22.1 In the unlikely event that you have cause to complain during the course of your travel arrangements with us, you must bring it to our attention immediately. If your complaint is not resolved then you must repeat your complaint in writing within 28 days of the end of your travel arrangements with us by writing to us at our Registered Office or emailing us at [customerrelations-intl@amawaterways.com](mailto:customerrelations-intl@amawaterways.com). You must provide any booking reference and all other relevant information

to enable us to fully investigate your complaint. Any complaints which do not involve death, personal injury or illness and which are not made in accordance with this procedure we are unable to accept liability.

22.2 We are a member of ABTA, membership no. Y6393. Through our membership we can offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with your holiday. Further information on the ABTA Code of Conduct and the arbitration scheme can be found at [www.abta.com/consumer-services](http://www.abta.com/consumer-services).

22.3 The arbitration scheme is arranged by ABTA and administered independently by the Centre for Effective Dispute Resolution. It provides a straightforward and inexpensive method of arbitration on documents alone with restricted liability in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

22.4 The scheme does not apply to claim for an amount greater than £5,000 per person and there is a limit of £25,000 per booking. It does not apply to claims in respect of physical injury or illness. The scheme can deal with compensation claims which include an element of minor injury or illness, subject to a limit of £1,500 per person that can be awarded by the arbitrator.

22.5 The application for arbitration and statement of claim must be received by CEDR Solve within 18 months from the date of return of the holiday. Outside this time limit, arbitration may still be available under the scheme if the company agrees but the ABTA code does not require such agreement.

22.6 For injury and illness claims, you may use the ABTA/CEDR Solve mediation procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. Details can be provided on request or from [www.abta.com](http://www.abta.com).

## **23 Data Protection**

In order to process your booking and to make sure that your holiday arrangements run smoothly, we need to pass the information which you provide on to relevant suppliers such as airlines, transfer companies, hotels etc. The information which we provide may also be provided to credit checking companies and public authorities such as customs and immigration if required by law. Where your holiday is outside the European Economic Area (EEA), controls on data protection may not be as strong as they are in the UK. However, we will not pass your information on to any person who is not responsible for part of your holiday arrangements. If we cannot pass your information on to relevant suppliers, we cannot provide your booking, therefore in making this booking, you consent to your information being passed on to them. Your data controller is: AmaWaterways Ltd. You are entitled to a copy of your information held by us and if you would like to see this, please ask us. It may be necessary to make an administration charge for providing this to you.

Please refer to our Privacy Policy at [www.amawaterways.eu/privacy-policy](http://www.amawaterways.eu/privacy-policy) and which forms part of these booking conditions.

## **YOUR KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

### **General**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all EU rights applying to the packages. AmaWaterways Limited will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, AmaWaterways Limited has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

### **KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. AmaWaterways Limited has taken out insolvency protection with the following entities:
  - For flight inclusive holidays: Civil Aviation Authority of 45-59 Kingsway, London WC2B 6TE, [www.caa.co.uk](http://www.caa.co.uk), telephone: 0330 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk)
  - For package holidays that do not include a flight: ABTA – the Travel Association at 30 Park Street, London SE1 9EQ, [www.abta.com](http://www.abta.com), telephone: 0203 7588779, email: [customerprotection@abta.co.uk](mailto:customerprotection@abta.co.uk)

**By confirming the reservation with payment, the guest/ travel agent acknowledges that they are aware of and will comply with these Terms. For the most current version of the General Information and Terms, which will supersede the Terms and Conditions published in any of our brochures in the event of a conflict and any prior oral, implied, written or other representation or agreement between you and us, please visit [www.AmaWaterways.eu](http://www.AmaWaterways.eu).**

#### **THE PACKAGE TRAVEL & LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

Can be found at: [www.legislation.gov.uk/ukxi/2018/634/contents/made](http://www.legislation.gov.uk/ukxi/2018/634/contents/made)

All ship transport is provided according to the terms and conditions of the Passenger Ticket Contract, which is sent at the time of booking, is included in the digital travel documents sent prior to the cruise and is available for review at [www.amawaterways.eu](http://www.amawaterways.eu). The Passenger Ticket Contract establishes limits of liability, limits on claims, and time limits for making claims, as well as other restrictions, limits and disclaimers of carrier's liability for your death, illness, injury, or damage claims relating to baggage or personal property. It is governed by Swiss law and incorporates provisions and limitations under the Athens Convention relating to the carriage of passengers and their luggage by sea, 1974, and the protocol to the convention relating to the carriage of passengers and their luggage by sea, 1976, the International Convention on Limitation of Liability for Maritime Claims, 1976, and the Strasbourg Convention on the Limitation of Liability

of Owners of Inland Navigation Vessels, 1988. Venue for litigation of any disputes under the passenger ticket contract is exclusively in the courts of Basel, Switzerland.