

LANDTOURS BOOKING CONDITIONS FOR TAUCK

These are the Booking Conditions of LANDTOURS LTD T/A TAUCK, (a company registered under number 00725478, with its registered office at Clearwater House, 4-7 Manchester Street, London W1U 3AE, and whose trading address is at 301 Watling Street, Radlett WD7 7LA) (“We”, “Us”, “Our”, “Landtours”) for the sale of Tauck holidays.

General information

Please read these Booking Conditions carefully. They include important information you will need to know before you book a Tauck holiday with Us, and contain information about the Tauck holiday you have booked and form part of the contract entered into between you and Landtours for your travel arrangements. These Booking Conditions are subject to change and the applicable terms will be confirmed to you at the time of booking. The entire Booking Conditions form the contract between you and Landtours for a Tauck holiday, as available from Landtours.

Terms of the Contract

Tauck's inclusive tours are organised by Tauck Inc (detailed below) and offered for sale in the United Kingdom by Landtours Ltd of 301 Watling Street, Radlett WD7 7LA (“Landtours”), who contracts with you for the sale of the Tauck holiday, upon these Booking Conditions and the information contained in the brochure. Although all of the information contained in the brochure and these Booking Conditions has been described in accordance with the latest information available at the time of printing, Landtours reserves the right to make changes, though any change will be notified to you before you conclude a contract with Landtours t/a Tauck.

Land arrangements and Carriage by Sea or River for your Tauck holiday purchased with Landtours are provided by Tauck Inc. of 10 Norden Place, Norwalk CT 06855. Your Contract for a Tauck holiday is with Landtours in the UK and your holiday is performed by Tauck Inc. (the supplier of your Tauck holiday), whose Conditions of Carriage are expressly incorporated into these Booking Conditions. The Contract with Landtours is concluded when Landtours issues a confirmation invoice to you for the Tauck holiday. Full payment of the balance shown on the confirmation invoice is required no later than 60 days prior to departure (90 days for River Cruise, Small Ship and Event bookings), in accordance with Clause 4 of these Booking Conditions. Failure to pay in full by this time may result in cancellation of your holiday and forfeit of your deposit.

2015 holiday prices are per person.

Prices include all accommodations, airport (excluding travel to/from your home to the airport) and train transfers, entertainment, special dinners, land and cruise transportation, sightseeing, shore excursions, luggage handling, and services of local guides, naturalists and Tauck representatives as detailed in the brochure. Meals are included as specified in the brochure. Complimentary basic Internet is

included where available in hotel rooms; service levels are not guaranteed. All appropriate gratuities for bellmen, doormen, dining room servers, ship staff and local guides is included and no additional sums will be required to be paid by you for such services. Tauck representatives and Cruise representative's gratuities (where applicable) are included on all European River Cruises and Small Ship Cruises. Tauck representatives and Driver gratuities are not included for land tours and should be extended on a voluntary, individual basis.

Some travel arrangements (e.g. flight tickets purchased specifically from certain airlines) may not be refundable or transferable after your booking has been made and any alteration request may incur a cancellation charge of up to 100% of that particular part of the holiday arrangements. Please see the Booking Conditions for further details on cancellation charges that may apply to you.

On-Tour Flights

All on-tour flights integral to the published itinerary are included. Incremental optional flight-seeing excursions that augment a guest experience while visiting a specific destination may be purchased through Landtours at the time of booking or while on tour. Please check individual flights for any luggage weight limitations.

Luggage Handling and Restrictions

Luggage handling is included in the tour cost. Due to space restrictions, we ask that you please limit your checked baggage to one suitcase per person weighing no more than 23kg (50 pounds) and with overall dimensions (length + width + height) not exceeding 62 inches. Most airlines require that checked luggage does not exceed the weight of 23kg per piece. Luggage exceeding the maximum restrictions is subject to expensive overage fees or is at risk of being left behind. Many airlines are now charging fees for checked luggage, regardless of the number of bags. Airlines revise luggage policies frequently, and often without notice; therefore Tauck cannot be held liable for additional fees or inconveniences imposed by the airline. We urge you to check with your airline before travelling to verify current number, size and weight limits. **Please note:** Tours with on-tour flights as part of the itinerary are subject to separate weight restrictions for checked luggage. Please enquire upon booking or refer to your destination on our website at www.tauck.co.uk for these restrictions. Additionally, guests on tour should limit their hand luggage to a small carry-on piece and only those items needed during the day. Most modern sightseeing motor coaches offer limited space for numerous or large items. Space under seats or in overhead racks is typically small, and designed to accommodate items like coats, hats, handbags, small camera bags, etc. Items too large to fit underneath seats or in overhead racks must be stored in the luggage bays beneath the motor coach and may not allow for access during daytime travel.

Itinerary Changes and Price Flexibility

Tauck makes every effort to operate all holidays as advertised. Tauck reserves the right to alter or curtail the itinerary, or substitute sightseeing, ports, hotels, and/or conveyances as deemed necessary. Please refer to Clause 7 for further information.

Hotel Rooms Before or After Cruises or Tours

To avoid jetlag, many guests prefer to make hotel arrangements before their cruise or tour departs. As a service, Tauck will make hotel reservations before or after your cruise or tour, subject to availability, upon request. Hotel charges will be added to your cruise or tour cost. Airport transfers will be including for these bookings.

Personal Expenses

Phone calls, room service, alcoholic and bar beverages, laundry, airline excess luggage charges and other optional incidental extras are not included except as detailed on European river and small ship cruises.

Photography and Video on Tour

Occasionally, Tauck will use photographs and/or video taken by fellow guests or your Tauck Director on tour for print, internet and other promotional purposes. If you prefer that your image not be used in any marketing activities, please notify your Tauck Director.

Tour and Cruise Pricing

Doubles are priced for two people sharing a room or cabin; two-bedded rooms or cabins with a private bath are usually reserved for doubles. Triples are often a two-bedded room plus a rollaway bed and are not recommended for comfort.

Single Rooms

Since hotel rates are per room, the cruise price for rooms occupied by one person is higher than those where two or more persons share the cost of a room. In Europe, most single rooms are smaller than double rooms and only have one bed. Special single rates are available on select departures of select journeys as noted on individual tour pages; these special single rates are not transferable to other departure dates.

1. Your holiday contract

1.1 Booking Procedure and Deposit: In order to make a booking, please contact your ABTA Travel Agency or Landtours directly. All monies you pay to the travel agent are held by him on behalf of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to Us for so long as we do not fail. If we fail, any money held at the time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to Us. The holiday arrangements shown in the brochure are flexible – if you wish to extend your stay pre- or post- tour, upgrade your flights or make any other

arrangements, please put full details in writing at the of time booking, to:

Landtours Ltd. t/a Tauck

301 Watling Street
Radlett
Hertfordshire WD7 7LA United Kingdom
Tel: 0800 8108020 Email: tauckreservations@tauck.co.uk
Monday – Friday: 9:00 AM – 5:30 PM
Saturday 9:00 AM – 3:00 PM

Tour Only Arrangements: If you book arrangements with the Company that do not include flights, your arrangements are protected by way of a bond with ABTA. This means that in the unlikely event of our insolvency, your tour can't be provided, you will receive your money back or, if your tour has started, arrangements will be made for you to be able to continue as planned (please see Clause 2 of these Booking Conditions for further details).

Deposit Date: To hold space up to time of "Final Payment," a deposit for each cruise or tour booked must be received by the "Deposit Due Date" or space is automatically released. Some travel arrangements (for example, flight tickets purchased specifically with certain airlines) may not be refundable or transferable after a reservation has been made and any alteration request may incur a cancellation charge of up to 100% of that particular part of the holiday arrangements (as further detailed in Clause 6.2). Deposits are taken at the time of booking to reflect the costs incurred in getting your travel arrangements in place for you, which may include the total cost of your airfares, together with the following standard deposits for Tauck holidays:

- £200 per person – Most North America land tours
- £300 per person – Grand Canadian Rockies
- £350 per person – Europe, Africa, Arabian Peninsula, Asia, Australia / NZ and Turkey
- £400 per person – Essence of South America; Patagonia
- £475 per person – Myanmar: A Road Less Travelled, European River Cruises
- £550 per person – Grand Alaska
- £600 per person – A Portrait of India
- £650 per person – Treasures of the Aegean, Treasures of the Mediterranean, Venice & the Dalmatian Coast, St. Petersburg & the Baltics

The amount of deposit payable in respect of your Tauck holiday will be confirmed to you at the time of your booking.

Final Payment is due as specified on the invoice. Bookings without full payment at this time may be subject to cancellation without notice. Final Documents are sent by express post at least 3 weeks prior to tour departure. They include joining instructions, itinerary, luggage tags, and other pertinent information.

***Force Majeure:** means any unusual, unforeseeable or extraordinary circumstances beyond our (or Tauck Inc's) control, including (but not limited to) an act of

God, war (whether declared or undeclared), terrorism, riot, accident, natural or nuclear disaster, outbreak of disease, industrial dispute, fire, adverse or severe weather conditions or other event or circumstance beyond our (or Tauck Inc's) control that contributes to or results in cancellation rates above our historical cancellation rates in the absence of such event or occurrence, Landtours reserves the right to issue a credit to you for use against a future Tauck holiday in lieu of a refund to you as detailed in these Booking Conditions, however this does not affect your statutory right to a refund if requested.

1.2 Cancellation Fees: Cancellations result in costly charges from travel and hotel providers covering penalties and fees incurred by cancelling confirmed bookings. Therefore, the fees listed below will apply, as per Clause 6 below.

Land Tours

- >60 days – Deposit amount
- 60-8 days – 25% of tour cost
- <8 days – 50% of tour cost

River Cruise, Small Ship and Events

- >90 days – Deposit amount
- 90-46 days – 50% of tour cost
- <45 days – 100% of tour cost

Time of cancellation will be when notice from you is received in Landtours' offices as detailed above in accordance with Clause 6.1.

1.3 When you make a booking for an air holiday package with Us where Landtours is your air holiday package provider, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Booking Conditions. Bookings are made either at our offices when you visit our offices, over the telephone or via email. A binding contract (on you and each member of your party) for an air holiday package with Landtours will exist between us as soon as we issue our confirmation invoice to you (in hard copy or by email if you have provided Us with your email address). This contract is made on the terms of these Booking Conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

1.4 All travel arrangements which we provide 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 Us or to the suppliers of the arrangements. We are free to accept that offer on our own behalf when we are entering into the contract for the travel arrangements with you under Clause 1.3, or to reject it.

2. Your financial protection

2.1 Customer Protection: Landtours complies with the bonding requirements of the Civil Aviation Authority (CAA Licence Number ATOL 9895). Landtours provides full financial protection for the package holidays that we sell. For flight-based holidays, this is through the Air Travel Organiser's Licence (detailed above). In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to

refund any money you have paid to Us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

When you buy a package holiday that doesn't include a flight, protection of your monies paid is provided by way of a bond held by Landtours as a member of ABTA (ABTA membership number Y2225). This gives you reassurance when booking with Landtours that the monies you pay to Landtours will be secure in the unlikely event of our insolvency.

We will provide you with the services you have bought (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder (where a flight-inclusive package is sold to you), or an alternative provider where you have purchased a package holiday that doesn't include a flight, 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 (or alternative provider) 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 or provider. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or provider, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable), or through our bond held for non-flight inclusive packages.

2.2 When you buy an ATOL protected flight or flight inclusive holiday 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 have arising out of or relating to the non-provision of the services, including any claim against Us, the travel agent (or Your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body

has paid sums you have claimed under the ATOL scheme.

2.3 If you book an air package holiday with Us under Clause 1.3, then we will provide you with financial protection in accordance with this Clause 2.3. The Package Travel, Package Holidays and Package Tours Regulations 1992 ("Package Travel Regulations") require Us to provide security for the monies that you pay for the package holidays offered by Us directly as your tour operator and booked by you, and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 9895) administered by the Civil Aviation Authority and a bond held by ABTA.

The price of our air holiday packages includes the amount payable per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in the prices for your air package holiday confirmed to you at your time of booking and will be shown separately on your confirmation invoice.

2.4 In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used and details of these will be supplied to you at the time of booking. You will be advised of the specific airline operating your flight and aircraft type with your flight ticket confirmation and flight schedules. Any changes to the actual airline after you have received your ticket confirmation will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. A change of airline, aircraft type or alteration of your outward/return flights by less than 12 hours is deemed to be a minor change.

2.5 If you book arrangements other than an air holiday package with us under Clause 2.1, the financial protection referred to above in Clause 2.3 does not apply. Any financial protection given in connection with your booking otherwise than in accordance with Clause 2.3 will be detailed in the relevant Supplier Terms.

3. ABTA

As mentioned above, we are a Member of ABTA. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element.

Your request for arbitration must be received by ABTA within eighteen months of the date of return from the holiday. For injury and illness claims, you can request the ABTA

Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

4. Your Holiday Price

4.1 We reserve the right to alter the prices of any of the holidays quoted by Us. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

4.2 When you make your booking with us for an air holiday package under Clause 1.3, you must pay a deposit in accordance with Clause 1.1. Full details to be advised at the time of booking. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date, or earlier if required by our suppliers and notified to you at the time of booking. If the deposit and/or balance are not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

When we are acting as agents for other principal(s) or supplier(s) if full payment is not received by the balance due date we will notify the principal(s) or supplier(s) who may cancel your booking and charge cancellation fees as per the Supplier Terms.

4.3 The price of your travel arrangements is fully guaranteed and will not be subject to any surcharges.

We regret that no credit or refund is possible for any unused services provided in the cost of your holiday. If you decide to alter your travel arrangements whilst abroad, this is your own responsibility and we are not responsible for any extras or difficulties that may arise with onward travel and as a result of such alterations. No credit or refund is possible for any lost, mislaid, stolen or destroyed documents which could be the subject of a claim on your insurance.

The provisions of this Clause 4.3 do not apply when we are acting as agents for other supplier(s) or principal(s) and any terms relating to price changes in such circumstances will be set out in the relevant Supplier Terms.

When we are acting as agents for other supplier(s) or principal(s) then we shall be entitled to charge the fees set out in our Menu of Travel Services. We shall notify of your total costs at the time of booking. Please ask for further details.

5. If You Change Your Booking

5.1 If, after our confirmation invoice has been issued to you for an air package holiday provided by Us, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £25, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the

departure date that changes are made and you should contact Us as soon as possible.

Note: Certain travel arrangements (e.g. Apex Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

5.2 The provisions of Clause 5.1 above do not apply when we are acting as agents for other supplier(s) or principal(s) and any terms relating to changes to a customer's booking in such circumstances will be set out in the relevant Supplier Terms.

6. If You Cancel Your Holiday

6.1 You, or any member of your party, may cancel your travel arrangements with Us for an air package holiday at any time by serving written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 1.1 above.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6.2 If you cancel or amend your booking for your holiday arrangements when you are booking under Supplier Terms, then the principal(s) or supplier(s) may charge the cancellation or amendment charge shown in their Supplier Terms (which may be 100% of the cost of the travel arrangements) and you must pay Us the cancellation or amendment charge set out at Clause 16 below in addition to any cancellation or amendment charges of the relevant supplier(s) or principal(s).

7. If We Change or Cancel Your Holiday

7.1 When we are acting as principal for bookings made by you for air package holidays with Us, we may need to make changes to your travel arrangements, although this is unlikely. We do plan the arrangements many months in advance and occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from Us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

Any changes to the actual airline after you have received your tickets will be notified to

you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from Us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed in the chart below.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of a Force Majeure event (as defined in Clause 1.1).

| Period before departure | Where we make a major change, which is accepted | Where we cancel a holiday, or a major change is made which is not accepted |
|---------------------------|---|--|
| 60+ days | Nil | Nil, deposit refund only |
| 59-30 days | £15 | £15 plus credit / refund under Clause 1.1 |
| 29-7 days | £20 | £20 plus credit / refund under Clause 1.1 |
| 6 days – day of departure | £30 | £30 plus credit / refund under Clause 1.1 |

7.2 If you are notified by Us that your booking is cancelled when your booking is with a different principal(s) or supplier(s), then the principal(s) or supplier(s) will have their own terms relating to cancellation charges and these will be detailed in their Supplier Terms. Therefore, we would draw your attention to the cancellation provisions in the Supplier Terms as you must pay the cancellation charges set out therein.

8. If You Have A Complaint

8.1 When you have booked an air package holiday with Us, we will deal with any complaints you may have in accordance with this Clause 8.1. If you have a problem during your holiday, please inform the Tauck representative on tour immediately who will

endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Landtours Limited t/a Tauck, 301 Watling Street, Radlett, Herts WD7 7LA, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist Us to quickly identify your concerns and speed up our response to you.

It is strongly recommended that you communicate any complaint to your Tauck representative while on holiday.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

8.2 If you are not booking with Us for an air package holiday, then because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s) under the Supplier Terms, any queries or concerns relating to the travel arrangements should be addressed to them. If you have a problem whilst on holiday, this must be reported to the principal/supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, write to the principal/supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if required - please contact Customer Services. If the matter cannot be resolved and it involves Us or another ABTA Member then it can be referred to the arbitration scheme arranged by ABTA (please see or at www.abta.com).

9. Our Liability to You

9.1 When you have booked an air package holiday with Us directly and if the contract we have with you is not performed or is improperly performed by Us or our suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements, as detailed further below. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provide the transportation for your travel

arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from Us. Your right to a refund and/or compensation from Us is set out in clause 6. If any payments to you are due from Us, any payment made to you by the airline will be deducted from this amount. In the unlikely event of your flight services being subjected to lengthy delay, arrangements for meals, overnight accommodation, etc, should be met by your airline. Conditions of carriage applicable to the relevant airline for your booking are available on request.

9.2 Please note that the order of events on itineraries is subject to alteration due to local circumstances, unscheduled closures etc. However, every effort will be made to include all elements of the programme during the tour dates or a suitable alternative which will be notified to you.

9.3 The provisions of Clause 9.1 above do not apply when we are acting as agents for other supplier(s) or principal(s) and any terms relating to liability to customers booking in such circumstances will be set out in the relevant Supplier Terms.

9.4 Our Responsibility and International conventions – Landtours accepts responsibility for ensuring that all elements of your holiday are as described in the brochure and are of a reasonable standard. Local laws and regulations of the relevant country will be relevant in assessing performance of the services included in the Tauck holiday. In the event of a complaint by a Guest, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of England and Wales have not been met. If you and/or any other person included in your booking suffers injury, death or loss of or damage to property as a result of the non performance or improper performance of any service which Landtours is contractually obliged to provide, then Landtours' liability, if any, to pay compensation shall be governed by the international conventions which govern such services. This limitation applies whether or not any particular international convention has been signed or ratified by the UK; or as any particular convention may be applicable by the operation of UK Law. Examples of

applicable conventions are the Athens Convention adopted at Athens on 13th day of December 1974 and the Protocol thereto adopted as of November 1976 (herein after referred to as the 'Athens Convention') or where applicable from 1st January 2013 EU Regulation 392/2009, relating to the carriage of passengers and their luggage by sea and the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) and the Montreal Convention 1999 relating to the international carriage of passengers and their luggage by air. The Montreal Convention may be found at <http://www.legislation.gov.uk/ukxi/2002/263/contents/made>.

10. Prompt assistance in resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

11. Passport, Visa and Immigration Requirements

We can provide general information about the passport and visa requirements for your holiday, but your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Any information supplied by Us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

The passport, visa and health requirements at the time of booking can be viewed on the Foreign and Commonwealth Office website (www.fco.gov.uk). It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. If you or any member of your party is not a British Citizen or holds a non-British Passport, you must check passport and visa requirements on with the embassy or consulate of the country(ies) to or through. Neither we, nor the principal(s) or supplier(s), accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Passports / Visas: British passengers should carry a full British Passport, valid for at least 6 months after the end of your holiday. Other nationalities should also carry a full passport. Visas may be required for some ports of call. Please check with Landtours. It is your responsibility to ensure that you have valid and appropriate travel documentation including passports and visas for each person travelling with you for

eligibility to travel to all destinations on your tour. In addition to immigration and customs requirements, the U.S. Government and others place restrictions on the carriage of persons whose names appear on Government watch lists or who are deemed legally ineligible to travel. It is your sole responsibility to ensure your legal eligibility to travel. You are advised to check with the appropriate Government authority to determine the necessary documents and travel eligibility requirements. If you or anyone travelling with you become ineligible to travel for any reason, or are travelling without proper documentation, then you will not be allowed to travel. Under no circumstances shall Landtours be liable for any costs, damages or expenses whatsoever incurred by you or anyone else as a result of such denial of boarding.

International Cruise Regulations:

Travellers must provide their passport number and date of birth to Landtours at the time of booking for all cruises or you may be denied boarding.

12. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your air package holiday provided by Us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with Us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

13. Your information

Once you have confirmed your details (and those of your party) with Us, we will proceed to confirm the booking with Us (or if acting as an agent, we will book your travel arrangements with the relevant principal(s) or supplier(s)). Please check that all names, dates and timings are correct on receipt of all documents and advise Us of any errors immediately. Any changes to these details will incur the charges stated above. Please ensure that the names given are the same as in the relevant passport. Save as expressly set out in these Booking Conditions, only the necessary booking information that you provide to Us will be passed on to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. This includes Tauck Inc, who will be providing the tour element of your Tauck holiday. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to Us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your

booking. Please note that, in addition to Landtours contacting you after the provision of your Tauck holiday, Tauck Inc may also contact you following your Tauck holiday with details of other holidays / tours provided by Tauck that may be of interest to you. We will provide Tauck Inc with your contact details for this purpose, unless you inform us that you do not wish to receive such approaches in future. In making this booking, you consent to this information being passed on to the relevant persons for the purposes set out in this Clause 13 (and our data protection policy, which is available upon request) for you and those persons included in your booking.

14. Insurance and Health requirements

14.1 We require you as a condition of your contract with Us for an air package holiday that we are supplying to you, for you to have in place relevant travel insurance protection. Travel insurance is your entire responsibility and an essential pre-requisite to booking a holiday with Us. You must ensure that you (and all members of your party) have sufficient travel insurance in place to cover you, together with your personal property, at all times and for all potential risks. You must ensure that your insurance covers you for the full duration of your holiday including, but not limited to, medical expenses, injury, death, repatriation, cancellation and curtailment, and in respect of any sports or activities that you may wish to do whilst on your holiday. You must also ensure that there are no exclusion clauses limiting protection for the type of activities included in your holiday. Evidence of sufficient cover will need to be provided at time of booking. If you do not have holiday insurance cover at the time of booking, you may personally be liable for cancellation charges. For all clients arranging their own insurance, we must receive full details of the insurance company, policy number and 24-hour emergency contact number. It is imperative that you familiarise yourself with the details and conditions of your policy and that you notify your insurance company of any pre-existing medical condition. Failure to do so can invalidate the insurance cover.

14.2 Health Requirements and Insurance: You represent and warrant that you and everyone travelling with you are physically and otherwise fit to travel. The tour visits many destinations in a number of countries, often with difficult terrain, water crossings or in developing countries where facilities available to guests in those countries may not be sufficient if you (or anyone in your group) is not able to walk without assistance or accompaniment. There may also be restrictions (due to the types of tours that you may contemplate joining) on the equipment or additional aides that you (or a member of your group) may wish to bring with you for your comfort or ease if you are not able to walk or manoeuvre without assistance or accompaniment. You therefore need to check with Landtours at the time of booking to see whether the proposed tour that you and your group wish to join are appropriate for you and all members of your group. Landtours may ask you to go through various questions to check whether travelling on the proposed tour is possible for you and all members of your group, and may make

suggestions for how the tour could be taken with certain adjustments (if required), or whether a different tour may need to be offered to you, in order to fit with any requirements that you or any member of your group may need to have in place in terms of assistance or accompaniment to be able to enjoy their holiday. Regretfully, we cannot provide individual assistance to a guest for walking, dining or other personal needs.

You are solely responsible for checking (on your own behalf and on behalf of all those in your group) with your (or the group member's) doctor as to which vaccination (including from any specific illness or exposure to animals) or medication are recommended or required for those countries for those travelling and for any assistance that may be required.

Landtours (or its suppliers, including the supplier of the Tauck holiday) cannot accept any responsibility for your failure to comply with the necessary medical, passport or visa requirements.

All passengers must have adequate insurance cover against cancellation, illness, repatriation loss of luggage etc. You should advise Landtours of the name of your own insurer for the insurance policy that you have taken out that will provide you with adequate insurance cover.

14.3 Many principals/suppliers require you to take out travel insurance as a condition of your booking with them and details of this will be set out in your relevant Supplier Terms. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (eg. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

15. Documentation

All documents (eg. invoices/tickets/Insurance policies) that require to be posted will be sent

to you by First Class post. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges stated below.

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask Us for details at least 72 hours before your outbound flight. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

16. Reasonable Behaviour

When you book accommodation through Us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or Us, to cause or to be likely to cause danger, upset, harassment or distress to anyone else or damage to other persons or to property. No refund will be given in the event of you, or any member of your party, being requested to leave accommodation in such circumstances.

Furthermore, we shall be under no obligation whatsoever to pay compensation to you or any member of your party, or meet any costs or expenses (including but not limited to alternative accommodation) you, or any member of your party, may incur as a result of your stay being terminated due to reasons under this Clause 16.

If you, or any member of your party, cause damage to the accommodation in which you are staying or to any property of suppliers of tours, excursions or other elements of your holiday arrangements, you must fully reimburse the accommodation provider or relevant supplier concerned for the cost of the damage before the end of your holiday (if the cost has been established by then), or as soon as it has been established if later. You

must also indemnify Us for the full amount of any claim (including all legal costs) made against Us by the accommodation provider or any relevant supplier or third party as a result of such damage caused.

We reserve the right to ask you to pay a breakages deposit in respect of any travel arrangements booked with Us where our suppliers request breakages deposits are payable and we will notify you of details of such breakages deposits at the time of your booking. If you do not pay any required breakages deposit, then we reserve the right to refuse to take your booking, although we will endeavour to agree alternative arrangements with you, which will be confirmed at the time of booking and included in your contract for the booking made by you. If we have agreed with you that the breakages deposit will be made by taking details of your credit/debit card for the agreed sum and will only be payable if breakages are caused by you, or a member of your party, and we are required to make payment to the supplier for any such breakages, then you authorise Us to take such agreed payment sum. We will notify you in writing if we are required to take such payments.

17. Minors

If you are not 18 years old, you are considered at law to be a minor and we will therefore require your parent(s)/guardian to sign a Form of Consent relating to your booking at the time of booking and pay a breakages deposit (on the balance due date) as per the Form of Consent. A Form of Consent can be obtained from Us upon request.

If you are 18 years old or over, then you will be required to sign the Booking Form on your own behalf (and on behalf of the people listed in your party) and you agree to the terms of these Booking Conditions on your own behalf (and on behalf of the members of your party).

Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.