

Your package booking is with Luxury Cruise Co also t/a Newcastle Cruise Club

The following booking conditions form the basis of your agreement with Luxury Cruise Co. In these booking conditions “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person(s) to whom a booking is added or transferred.

1. Our details

We are Luxury Cruise Co 20 Carnation way Newcastle upon Tyne NE5 1DH . We hold ATOL number 11560

2. Your holiday booking

A booking will exist as soon as we issue our confirmation invoice and a booking is taken. This booking is made on the terms of these booking conditions. When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

3. Paying for Your Holiday

When you make your booking, you must pay a deposit. The value of the deposit can vary depending upon the constituent elements of your booking and will be a minimum of £300 per person. The exact amount will be advised at the time of booking. The balance of the price of your travel arrangements must be paid at least 130 days before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

4. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification of any cancellation from the person who made the booking, or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

Period before departure Cancellation charge

in which you notify us

130 days or more Deposit only

131 days or more 100% of holiday cost

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

Refunds may, in some circumstances, be given in the form of a credit note. Credit notes will be equal in value to the amount you have paid for your holiday to date, and can be used in full or part payment for any future booking with us.

5. If You Change Your Booking

If, after our confirmation invoice has been issued, 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 £50 per person 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 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.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure. Both you and the new traveller

are responsible for paying all costs we incur in making the transfer. If the package includes air fares, the cost is likely to be the full cost of a new airline ticket

6. If we cancel your booking

We reserve the right to cancel your booking. We will not cancel, except for unavoidable and extraordinary circumstances, or failure by you to pay the

final balance. Unavoidable and extraordinary circumstances means a situation beyond our control, the

consequences of which could not have been avoided even if all reasonable measures had been taken.

This includes, but is not limited to war or the threat of war, civil strife, actual or threatened terrorist activity, industrial disputes, natural or nuclear disaster, adverse weather conditions, fire, earthquake, volcanic eruptions and similar events outside our control

If your holiday is cancelled, you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one

Refunds may, in some circumstances, be given in the form of a credit note. Credit notes will be equal

in value to the amount you have paid for your holiday to date, and can be used in full or part payment for any future booking with us

7. If we change your booking

(a) Changes to the price

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

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

(b) Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant 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 or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

🗨️ We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

8. Protecting your money

1. We provide full financial protection for our air based package holidays, by way of our Air Travel Organiser's Licence number 11560, issued by the Civil Aviation Authority, Gatwick Airport South, West

Sussex, RH6 0YR, UK, telephone 0333 103 6350, email claims@caa.co.uk. 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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 reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

2. Luxury Cruise Co are members of Protected Trust Services who run a trust account and insurance model. All monies taken go directly into the trust account which is administered by independent trustees. This ensures all customer monies are fully protected.

9. Out of Date Range Flights

Scheduled airlines will generally not have loaded their seats to sell until approximately 10 months before departure. Should this apply to you we may not be able to confirm your exact airline, flight routing or flight times at the time of booking. We will confirm these specific details at the time of the flights being released approximately 10 months prior to departure. We undertake not to increase the price if fares are higher than anticipated but in return offer no reduction if fares are lower. In the event that the flight seats do not become available you will receive a refund of your deposit and that will be the limit of our liability.

10. Complaints

If you have a complaint about any of the services included in your holiday, you must contact the supplier and us as set out in the information we will provide you prior to departure.

If it is not resolved locally, please follow this up within 28 days of your return home by writing giving your booking reference and all other relevant

information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint whilst travelling, we will have been deprived of the opportunity to investigate

and rectify it and this may affect your rights under this booking.

11. Passport, Visa and Immigration Requirements

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. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

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 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. Special Requests.

If you have any special requests, such as special meals or specific seats or rooms, we will pass those requests to the suppliers concerned. In some cases, there may be a charge, which we will advise at the time of the request, but since we have no control over their provision, special requests cannot be guaranteed and we will not accept any responsibility if they are not provided.

14. Law and jurisdiction

This booking is governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

15 Changes to the terms and conditions

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made all reservations will abide by the amended terms.

16 Travel Insurance

It is your responsibility to take out adequate travel insurance cover for your trip. This should be done at the time of booking to cover you for travel services that you have now purchased.

17 Events beyond our control

Luxury Cruise Co accepts no responsibility to events beyond our control including but are not limited to ; war, threat of war ,civil disturbances, government and Brexit effects, terrorist activity and its consequences, industrial disputes natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond

our control or of that of our suppliers; closed or congested airports or ports, and other actual or potential severe weather conditions.

18 We will follow the advice and restrictions provided by the UK Foreign & Commonwealth office regarding any travel bookings.