



Booking Conditions

*Your contract is with **Theatrical Adventures Ltd**, a company registered in England and Wales (Co. No. 07188911) whose registered office is at The Old Vicarage, All Souls Rd, Halifax, HX3 6DR. Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these booking conditions.*

A. Booking and Payment

A.1 Your Reservation

A.1.1. When you make a booking and pay your deposit or full payment (as applicable), we will reserve your travel accommodation on the basis of these Booking Conditions. Your booking will be taken as confirmed and a binding contract between us will come into existence only when you have received your *Confirmation of Booking Invoice*. Prior to doing so, we may send you acknowledgement of your booking. Any such acknowledgement merely means we are dealing with your booking request and is not a confirmation of it.

A.1.2. Please check your *Confirmation of Booking invoice* and any other documentation we send you as soon as you receive them. Contact us immediately if any of this information is incorrect or incomplete as it may be harder to make changes later. We regret that we cannot accept responsibility if we are not notified of any inaccuracies in any documents within ten days of dispatch. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so.

A.1.3. Any contract is with the "Lead Name" as shown on the Booking Form.

A.1.4. The Lead Name is responsible for ensuring that other members of his/her party are aware of the Booking Terms & Conditions and that they consent to him/her acting on their behalf in dealings with us.

A.2 Our Payment Rules

A.2.1. We reserve the right to alter prices shown in any of our brochures or in any website and we will inform you of any price change prior to the issue of our Confirmation of Booking Invoice. Once our Confirmation of Booking Invoice has been issued then any price changes may only be made in accordance with the remaining provisions of these Booking Conditions.

A.2.2. When you make a booking, you are required to pay a deposit of £75 per person for trips in the UK or £150 per person for international (outside UK) trips. If your travel is due to commence within 8 weeks of your booking then the total price will be payable at the time of booking. Your balance will be due not later than 8 weeks before your holiday commences. Your booking will not be confirmed until we receive your deposit and if the balance is not paid by the due date then we shall

reserve the right to cancel your booking and retain any deposit.

B. Changes and Cancellation by Us

B.1. If We Cancel Your Travel Arrangements

B.1.1 We regret that some travel packages shown on our website or in our brochures can only be operated if a sufficient number of people book them. We will advise you at the time of booking if any travel arrangements are dependent on there being sufficient demand. If there is insufficient demand, we have the right to cancel the travel arrangements in question. If we have to do so, we promise we will tell you no later than 8 weeks prior to departure. In this situation all monies paid to Theatrical Adventures will be refunded.

C. Changes or Cancellation by You

C.1. If You Change Your Booking

C.1.1. If you want to change your travel arrangements in any way you must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

C.1.2. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we reserve the right to apply an administration charge of £50 for each person on the booking together with any further costs we incur, for example with our suppliers, in making any change.

C.2. If You Cancel Your Booking

C.2.1. If you wish to cancel all or part of your booking, you must write to us. If some or all of your party cancel their booking or we are entitled to treat your booking as cancelled in accordance with these Booking Conditions, we will levy a cancellation charge on the scale shown in the table set out in clause D1. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer if we cannot resell the package.

C.2.2. If the reason for your cancellation falls within your insurance cover, you may be able to claim a refund of your cancellation charges from the insurance company less any excess.

C.2.3. If you or anyone included within your

booking is unable to go for any reason or decides that he/she does not want to travel, you may transfer the whole booking or the place on the booking of the person(s) concerned to someone else/other people suggested by you and acceptable to us subject to the following:

C.2.3.1. You must write to us with full details of who cannot travel and who you would like to go instead. We must receive this information at least 7 days before departure;

C.2.3.2. If the change can be made, you will have to pay any reasonable costs we incur or are asked to pay in order to make the change;

C.2.4. If any person on the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under- occupancy supplements.

D.1. Changes and Cancellation Charges

The following table sets out the sums payable to us or you in the event of Significant Changes or cancellation.

Period Before Departure	Cancellation charge if you cancel
More than 56 days	Deposit Only
56 – 30 Days	50% of Total Price
Less than 30 Days	100% of Total Price

E. Limitation of our Liability to You

E.1. We will not be liable where any failure in the performance of the contract is due to:

E.1.1. you; or

E.1.2. a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or

E.1.3. 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

E.1.4. an event which we or our suppliers, even with all due care, could not foresee or forestall.

E.2. Should you or any member of your party suffer illness, personal injury or death 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, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.

E.3. Our liability will also be limited in accordance with and/or in an identical manner to:

E.3.1 the contractual terms of the companies that provide the transportation for your travel arrangements which are incorporated into and form part of your contract with us; and

E.3.2 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 which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in these or any other such conventions.

E.4. Where an excursion or other tour is booked through us no refund will be available in the event of you subsequently being unable or choosing not to take part.

E.5. We cannot accept any liability for the costs of flights or other travel arrangements in the event of changes being made to the scheduled departure or arrival times or locations of the cruise vessel.

F. Your Responsibilities

F.1. Special Requests

If you have a special request, we will do our best to help, but we cannot guarantee it except as set out below. Please advise us of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your travel arrangements, it must be specifically agreed with us before or at the time you book. We promise to comply with any special request which we have specifically agreed and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Booking Invoice or on the acknowledgement of your booking or any other

documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to your departure or should be paid for locally.

F.2. Your Documentation

F.2.1. You are responsible for ensuring that you and all other persons included in the booking satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. If you have any queries with regard to documentation and insurance requirements you must raise them with us or your Travel Agent well in advance of travel commencing.

F.3. Health Precautions & FCO Information

F.3.1. You are solely responsible for checking what vaccinations and other health precautions are required or are advisable for your chosen destination and journey with your doctor in good time before departure. You and each member of your group are responsible for ensuring that you have had all relevant vaccinations and are otherwise fit to travel. If you have any doubts or require any information then you must contact well in advance of travel commencing. Please note that whilst we will endeavour to assist anyone who becomes ill whilst on board any vessel, any health care facilities are limited and we cannot be expected to provide any inoculations or specialist health care whilst on board.

F.3.2. You must provide us with full details of any existing dietary requirements, medical problem or disability or other special needs (including impaired mobility or the need to use any wheelchair, mobility scooter or walking frame) that may affect your travel arrangements (including, in particular, any accommodation requirements) at the time of booking. If in our reasonable opinion, your chosen travel arrangements are not suitable for your medical problem or disability or other special need 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 problem or disability or other special need at the time of booking, we can also cancel the booking

when we find out the full details 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 in this situation, cancellation charges as set out in clause D1 must be paid by the person concerned.

F.3.3. We reserve the right to deny embarkation or remove any person from a vessel or optional shore excursion who in our reasonable opinion or in the opinion of the vessel's Master is not fit to travel, and/or has not received written confirmation from us that reasonable adjustments can be made to cater for any particular requirements. In such cases, all related expenses, (including those incurred by the relevant person, or anyone travelling with him or her, in returning home) will be borne by the relevant passengers and they shall not be entitled to any refund or any other compensation whatsoever and we shall have no further liability to them. In addition, we may disembark at any port any passenger who may be suffering from any contagious or infectious disease or whose presence, in the opinion of the vessel Master, may be detrimental to the comfort or safety of other passengers or the crew, or who, in the vessel Master's opinion, might be excluded from landing at any destination by Immigration or other Governmental Authorities.

F.3.4. The Foreign and Commonwealth Office ("FCO") produces a wide range of material about overseas countries including details of political unrest, crime and health issues. If you have any particular concerns then you should refer to the FCO website at www.fco.gov.uk.

F.4. Insurance

F.4.1. You must take out insurance suitable for your needs before you travel. We cannot be held responsible for any costs you incur as a result of failing to do so.

F.4.2. If you participate in any activities whilst travelling that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance.

F.4.3. A copy of your insurance certificate and/or details of your policy must be provided to Theatrical Adventures prior to your journey.