

TRADEWIND VOYAGES UK LIMITED: BOOKING TERMS AND CONDITIONS

These Booking Terms and Conditions, together with our [Privacy Policy](#), [Guest behaviour, safety and security policy](#) and where your voyage is booked via our website, our [Website Terms of Use](#), together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract, which is a contract of carriage, with us. In these Booking Conditions references to "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 to whom a booking is added or transferred and "we", "us" and "our" means Tradewind Voyages UK Limited, a company registered in England and Wales with company number 12450468, of registered office 22 – 26 High Street, Hadleigh, Suffolk IP7 5AP.

Please read these Booking Terms and Conditions carefully as they set out our respective rights and obligations.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Terms and Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our [Privacy Policy](#) and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including, where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

If you book a voyage in conjunction with other services (such as flights, on-shore accommodation and/or ground transfers) which are arranged or provided by a travel agent or tour operator with whom you book, your contract for the full holiday including the voyage and all such other services and arrangements will be with your travel agent or tour operator and not with us. The travel agent's or tour operator's own booking conditions will apply to your contract. Please ensure you obtain a copy of these before or at the time you book. We do not have any liability to you in these circumstances.

1. Booking & Paying For Your Voyage

A booking is made with us when you pay us a deposit equal to 15% (fifteen per cent) of the full cost of your voyage (or full payment if you are booking within 90 (ninety) days of the Embarkation Date) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation which will confirm the details of your booking and will be sent to you or, where you have booked through a travel agent, your travel agent. Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within 10 (ten) days of our sending it out.

The balance of the cost of your voyage (including any surcharge, if applicable) is due not less than 90 days prior to the scheduled Embarkation Date. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we will retain your deposit.

2. Information

The fare includes full board, accommodation, entertainment on board the vessel, basic wifi-access, service charges and use of gym and marina and selected soft drinks with lunch & dinner in the main restaurant. Certain cabin categories include further items/services. Please see our website for further details. All elements are subject to availability at the time of booking. From time to time we may host conventions, conferences or seminars, which will not affect the overall normal day-to-day operation of the vessel, however there may be occasions when certain facilities are unavailable to you whilst these events take place.

We cannot guarantee that our vessel(s) will call at every advertised port or follow every part of the itinerary. Itineraries may change from time to time, both before and after the Embarkation Date and we reserve the right to omit, add and/or substitute any ports, call at additional ports, vary the order of call at ports, change the time of arrival at, departure from or time spent at any port of call, deviate from the advertised itinerary in any way or substitute another vessel.

We aim to issue you with an Information Pack two (2) weeks prior to your Embarkation Date, either by email or to the address with which we have been provided. This Pack will include the details of your arrangements such as: the date and time the vessel departs the port of embarkation; the latest ports of call on the vessel's itinerary and timings; all necessary contact details; on board services, restaurants (please see Special Requests for any dietary requirements); along with any other information that we believe to be helpful for the enjoyment of your voyage. You should check all tickets and information in the Pack very carefully immediately on receipt to ensure they contain the correct transport times. If any embarkation or disembarkation times change after tickets have been dispatched we will contact you as soon as we can to let you know.

3. Accuracy & Shore Excursions

We endeavour to ensure that all the information and prices both on our website and in any advertising material including any brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

Our descriptions may refer to activities or tours in the ports and/or shore excursions. Unless you booked an activity, tour and/or shore excursion with us where we act as principal and as part of your voyage booking, we are not responsible for the provision of such activity, tour or shore excursion or for anything that happens during the course of its provision by the operator as they are not operated or supervised by us; they do not form part of your contract with us, even where you may choose to book or pay for whilst you are on the ship.

4. Insurance

Adequate travel insurance cover is mandatory to sail with Tradewind Voyages. Make sure your insurance provides full cover for a cruise holiday, the full length of your trip and all of the destinations you are covering. Ensure that your policy includes cover for travel, cancellation and curtailment. You must declare any pre-existing medical conditions and read each policy thoroughly to make sure you have the cover you need. When travelling with us, your insurance must include a combined medical and repatriation cover of £2million minimum that includes emergency evacuations and medical expenses related to Covid-19.

If you travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

5. Pricing

We reserve the right to amend the price of unsold voyages at any time and to correct errors in the prices of confirmed voyages.

We also reserve the right to increase the price of confirmed voyages solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the voyage imposed by third parties not directly involved in the performance of the voyage, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to cost changes which are part of our contracts with ship operators and any other service providers.

You will be charged for the amount of any increase in accordance with this condition. However, if this means that you have to pay an increase of more than 8% (eight per cent) of the price of your confirmed

voyage (excluding any amendment charges and/or additional services or third party onward travel arrangements), you will have the option of accepting a change to another voyage if we are able to offer one (if this is of lower price you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within seven (7) days from your balance due date.

Should the price of your voyage go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £25.00 per person. However, please note that travel arrangements of which the voyage is comprised are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed voyage within 30 (thirty) days of your Embarkation Date nor will refunds be paid during this period.

6. Cutting your arrangements short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of services provided, we will not offer you any refund for that part of your voyage not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

7. If You Change Your Booking & Transfers of Bookings

7A. Change to Booking

If you wish to change any part of your booking after our booking confirmation and invoice have been issued, you must inform us in writing as soon as possible by emailing amendments@tradewindvoyages.com. This should be done by the first named person on the booking. Your request to make a change to a booking will only be effective from the date on which we receive it. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of at least £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the nearer to the Embarkation Date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with condition 8.

7B. Transfer of Booking

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

- a. that person is introduced by you and satisfies all the conditions applicable to the voyage;
- b. we are notified not less than seven (7) days before the Embarkation Date;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these Booking Terms & Conditions and all other terms of the contract between us.

You and the transferee will remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in condition 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

8. If You Cancel Your Booking Before the Embarkation Date

If you or any other member of your party decides to cancel your confirmed booking you must notify us by emailing us at amendments@tradewindvoyages.com. This should be done by the first named person on the booking. Your notice of cancellation will only take effect from the date on which we receive it. Should one or more member of your party cancel, it may increase the price per person of those still

travelling and you will be liable to pay this increase. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period Before the Embarkation Date in which You Notify Us	Cancellation Charge (% of the full cost of your voyage)
90 days or more	Deposit only
60 - 89 days	30 %
45 - 59 days	50 %
30 - 44 days	75%
Less than 30 days	100 %

Please note that any amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

Where possible, we will deduct the Cancellation Charge(s) from any monies you have already paid to us.

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your booking before the Embarkation Date without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at the relevant part of your itinerary (or its immediate vicinity) and significantly affecting the performance of the voyage. This should be done by the first named person on the booking. Your notice of cancellation of a booking will only take effect when it is received by us as outlined above. In these circumstances, we will provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development office advises against travel to your destination or its immediate vicinity. For the purposes of this condition, "unavoidable and extraordinary circumstances" means 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.

This condition 8 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

9. If We Change or Cancel

As we plan your arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. There may be a requirement to carry out maintenance or construction works during your voyage. Where the works are likely to seriously impair your holiday, we will notify you as soon as possible.

9A. Changes to Your Booking

If we make a **minor change** to your arrangements, we will make reasonable efforts to inform you, as soon as possible if there is time before your Embarkation Date but we will have no liability to you. Examples of minor changes include: a change from one port of call to another; a change from one day's port of call to one day's sailing; a change in timings for any port of call (but the vessel still calls at all confirmed ports); a longer waiting time in a port; a change of a sailing route or change in order of ports that are visited; a change of the overall length of your arrangements by 12 (twelve) hours or less; variations to on-board facilities.

Occasionally we may have to make a **significant change** to your voyage. An example of a significant change would be a change from two days' port of calls to two days' sailing.

9B. Cancellation of Your Booking

We will not cancel your voyage less than six (6) weeks before the Embarkation Date, except for where it is due to Events Beyond our Control (see condition 10), failure by you to pay your final balance or the voyage not achieving its minimum number of guests. Our minimum number of travellers for any voyage is 75% (seventy five percent) of the permitted lower berth capacity. Where we do not reach this minimum number within 20 (twenty) days of the Embarkation Date, we reserve the right to cancel the voyage and refund you in full

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before your Embarkation Date, we will offer you the choice of:

- i accepting the changed arrangements; or
- ii having a refund of all monies paid (excluding amendment fees); or
- iii if available and where we offer one, accepting an offer of an alternative voyage (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within seven (7) days of our offer. This should be done by the first named person on the booking. If we do not hear from you within seven (7) days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the alternative booking arrangements.

Compensation

In addition to a full refund of all monies paid by you, we will pay you any appropriate compensation in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking; or
- (b) If we cancel your voyage and no alternative arrangements are available and/or we do not offer one.

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

Important Note: we will not pay you compensation where:

- (a) we make a minor change;
- (b) we make a significant change or cancel the arrangements more than 42 days (6 weeks) before the Embarkation Date;
- (c) we make a significant change and you accept those changed arrangements or an offer of alternative arrangements;
- (d) we have to cancel your voyage as a result of your failure to make full payment on time;
- (e) the change/ cancellation by us arises out of alterations to the booking requested by you; or
- (f) we are forced to cancel or change your arrangements due to Events Beyond our Control (see condition 10).

If we become unable to provide a significant proportion of the voyage arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are in our view of a lower standard, provide you with an appropriate price reduction.

10. Events Beyond our Control

Except where otherwise expressly stated in these Booking Terms and Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by Events Beyond our Control. For the purposes of these Booking Terms and Conditions, Events Beyond our Control means any event beyond our or the supplier of the service in question, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include war or threat of war, and acts of terrorism (and threat thereof), civil strife, riots, civil unrest, significant risks to human health such as the outbreak of serious disease at the travel destination, epidemics, pandemics or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, mechanical difficulties, the act of any government (national or local), or other national or local authority including port or river authorities, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) in question's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of access to certain ports and airports etc. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings which will

be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

11. Special Requests

The cabin we allocate will be suitable for the number of guests occupying it. Any special requests must be advised to us at the time of booking e.g. the carrying of any special medical equipment, diet, food intolerances, allergies, requirements and preferences. You should then confirm these requests in writing. Whilst every effort will be made by us to try to arrange any reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on the confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Should your needs change after booking or you become aware that you need assistance you must notify us immediately and we will make reasonable efforts to assist you at that time. Failure to meet any special request will not be a breach of contract on our part. We do not accept bookings that are conditional upon any special request being met.

12. Disabilities and Medical Requirements

Please note that Golden Horizon does not have elevators or ramps and access to land is often via the ship's launches. In addition, we will not be able to accommodate wheelchairs or other mobility aids on the ship.

You must ensure that you are medically and physically fit for travel, and that such travelling will not endanger yourself or anyone else. If any member of your party is affected by any condition (medical or otherwise) that might affect their, or any other guests' enjoyment of the voyage, you must advise us about this before the time of booking so that we can try to advise you as to the suitability of your chosen arrangements and/or making the booking. You must also promptly advise us if any medical condition or disability which may affect any member of your party's voyage which develops after the booking has been confirmed. We may require you to produce a doctor's certificate certifying that such member of your party is fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

We cannot accept guests who will enter or exceed their 24th week of pregnancy at any time during the voyage.

To ensure a healthy sailing, we may request guests complete a short questionnaire at the port of embarkation to confirm if they are suffering from or showing symptoms of gastrointestinal or coronavirus type illness or other illnesses that spread easily from one person to another. We have a medical facility on board our vessel and strongly recommend you visit the facility if you are feeling unwell. Where necessary, if your condition is deemed contagious, we may have to confine you to your cabin to avoid the spread of your condition. Non-compliance with the instructions of the medical personnel is contrary to our [Guest Behaviour, Safety & Security Policy](#) and could lead to your removal from the vessel at the next port of call in which case we will have no further liability to you or to any member of your party. If you have failed to give proper notice of any assistance or needs you require then in accordance with Regulation EU 1177/2010 we reserve the right to refuse to allow you to travel. This includes a refusal in order to meet safety requirements established by international, union or national law or those competent authorities, or where the design of the vessel or port infrastructure makes it impossible to carry out the embarkation, disembarkation or carriage of you or a member of your party in a safe or operationally feasible manner.

13. Check-in and Luggage

Check-in details will be sent to you with your final documents, before the Embarkation Date. Any valuable and important items should be carried by hand and not packed in your luggage, and once onboard,

should not be left unsecured in your cabin or elsewhere. We shall not be liable for any loss or damage to any valuables. If you discover any loss or damage when onboard then you must notify Guest Services immediately. Failure to so notify immediately may affect our ability to investigate the loss or damage. You must also give us details of the relevant insurance coverage.

Our luggage allowance is restricted by cabin space and weight (23kg in a maximum of 2 pieces per person), all luggage must be stored in your cabin. All luggage must be labelled with your name, vessel name, cabin number and sailing date. You must not pack in any luggage or bring onboard any dangerous or illegal item which include, but are not limited to those items specified in our [Guest Behaviour, Safety & Security Policy](#). We may also specify other inappropriate items which you must not bring with you. If we or the master of the vessel have reason to believe that any cabin may contain anything which should not have been brought on board, we or an authorized officer have the right to search the cabin and seize any such items and may also contact law enforcement.

14. Complaints

We make every effort to ensure that your arrangements run smoothly but if you do have a problem during your voyage, please inform Guest Services immediately who will endeavour to put things right. If your complaint is not resolved locally, please ensure that you contact guestservices@tradewindvoyages.com

If you booked through a travel agent or tour operator, please contact them.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our registered office, ideally within 30 days of the end of your voyage, 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. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.

You can access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. Please Note: the ODR platform is unlikely to be available for use by UK consumers at such a point that the UK's transition period, as part of its withdrawal as a member of the European Union, comes to an end.

15. Your Behaviour

All guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. It is a condition of boarding and remaining on board our vessel(s) that all guests throughout their stay comply with our [Guest Behaviour, Safety & Security Policy](#). On the voyage it is necessary that you ensure that all members of your party abide by the authority of our representatives and the vessel's master. If in our opinion or in the opinion of any voyage staff member or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other guests or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right, without prior notice, to refuse to allow you to travel on our vessel and to terminate your booking with us immediately. You may then be left at any port or place at which the vessel calls without us incurring any liability. We will have no further obligations to you and/or your party. No refunds for lost arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or the members of your party may also be required to pay for loss and/or damage caused by their actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by any member of your party. Full payment for any such damage or losses must be paid directly to the chief purser or other supplier prior to the Disembarkation Date. If you or any member of your party fails to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of the actions of any member of your party together with all costs we incur in pursuing any claim against you or any member of your party.

16. Our Responsibilities

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in the voyage package, as set out in our confirmation invoice. Subject to these Booking Terms and Conditions, if we or our suppliers negligently perform or arrange those services and we don't

remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of the voyage you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in the voyage.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to following the complaints procedure as described in these Booking Terms and Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of the voyage. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

- (2) We will not be responsible or pay compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - (a) the acts and/or omissions of the person affected; or
 - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - (c) Events Beyond our Control (as defined in condition 10).
- (3) We limit the amount of compensation we may have to pay if we are found liable under this condition:**
 - 1. Loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is under the Athens Convention 1974 or Regulation EU No 392/2009.
 - 2. Time limits for notifying any loss of and/or damage** is set out in the Athens Convention 1974 or Regulation EU No 392/2009 are as follows: damage or delay which is apparent, must be notified to ourselves and the supplier of the service in question (if it is not us) before or, at the latest, at the time of departure from the vessel or relevant services; and where it is not apparent, within 15 days of departure from the vessel or end of using the service.
 - 3. Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - 4. Claims in respect of any stay on our ship:**

The extent of our liability will in all cases be limited as if we were suppliers under the Athens Convention, with respect to arrangements. You can ask for a copy of this Convention from our offices. Please contact us.

When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the voyage for the complaint or claim in question including under any insurance policy.
- (4) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these Booking Terms and Conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
 - (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
 - (b) relate to any direct loss of profits or direct loss of business; and/or
 - (c) relate to indirect or consequential loss of any kind.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website or in any brochure. For example, any excursion you book whilst away, or any service or facility which any other supplier agrees to provide for you.

- (8) Where it is impossible for you to return to your disembarkation point as per the scheduled Disembarkation Date, due to Unavoidable and Extraordinary Circumstances, we will provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the three (3) night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your voyage. For the purposes of this condition, Unavoidable and Extraordinary Circumstances mean any Unavoidable and Extraordinary Circumstances which make it impossible to travel safely back to your disembarkation point.

17. Your Protection

Insolvency protection

We provide financial protection for packages that we sell as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. We provide this by making payment into a trust account administered by independent trustees, [Protected Trust Services - protectedtrustservices.com/](https://protectedtrustservices.com/). Money is not released from that account until after you have travelled. If you book arrangements other than a package with us; or book a voyage through another company with flights or other travel services supplied by them, your monies will not be financially protected via this trust but may be protected by that other company's financial protection arrangements. Please ask us for further details.

Tradewind Voyages Covid-19 Refund Statement

If you are unable to embark Golden Horizon due to a local lockdown in your home country as a result of Covid-19 or due to your home country's Government advising against travel to your destination(s) as a result of Covid-19, then we will be able to transfer your booking to another Tradewind Voyage at a later date*, or, you can choose to have a full refund of monies already paid to us.

If we have to cancel a voyage due to Covid-19, we will be able to transfer your booking to another Tradewind Voyage at a later date*, or, you can choose to have a full refund of monies already paid to us, in accordance with our Booking Terms and Conditions.

Please note that before you travel you should ensure that you and each member of your party have obtained adequate travel insurance covering circumstances where you and/or any member of your party contract Covid-19. Where you and/or a member of your party are forced to cancel due to contracting Covid-19, we will be unable to refund any monies paid (outside the scope of our normal Booking Terms and Conditions) and will direct you to your travel insurer.

*Replacement voyage to be undertaken with 24 months of the original voyage departure date. Where we are unable to offer you such replacement voyage of the same price, category and cabin, subject to availability, we will be able to work with you to discuss the options available to you.

18. Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable for all ports of call on the vessel's itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before your Embarkation Date.

Most countries now require passports to be valid for at least 6 months after the Disembarkation Date. If your passport is in its final year, you should check with the Embassy of the countries you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>. For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign Commonwealth and Development office, visit <https://www.gov.uk/travelaware>

Tradewind Voyages recommend The Travel Visa Company to provide information and assist with any necessary travel visa requirements. Their website can be accessed at www.thetravelvisacompany.co.uk/tradewindvoyages . You can apply for most destinations online, check your requirements or make an enquiry. If you are a UK Passport holder you can also check your entry requirements with the FCO (Foreign Commonwealth and Development office).

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of each of the countries through which you are travelling.

At check-in you must present a valid passport and any visa, entry or exit permit, or other documentation required by any port on the vessel's itinerary. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

19. Prompt Assistance

If, whilst you are on a voyage, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Subject to the other terms of these Booking Terms and Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

20. Foreign, Commonwealth and Development office Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign, Commonwealth and Development office to avoid or leave a particular country may constitute Events Beyond our Control. (See condition 10).

21. Jurisdiction and Applicable Law

These Booking Terms and Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.