

BOOKING CONDITIONS

A LARGE PRINT VERSION OF THESE BOOKING CONDITIONS AND OUR BROCHURE IS AVAILABLE UPON REQUEST.

These Booking Conditions, the Important Information and the Booking Form together form the basis of your contract with Danube Express Limited. Please read them carefully as you will be bound by them.

YOUR CONTRACT IS WITH Danube Express Limited, a Member of both the Association of British Travel Agents (ABTA) and the Association of Independent Tour Operators (AITO).

1. YOUR HOLIDAY CONTRACT: 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 and our Important Information; that you consent to our use of information in accordance with our Privacy Policy and to be responsible for making all payments due to us. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions and our Important Information, 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. If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us or to your travel agent, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided this cancellation takes place within 10 weeks of travel.

Any mobility restriction or other disability, health problem or food allergy which may require special treatment or assistance during your holiday, or any special request, must be advised to us in writing by you or your travel agent at time of booking and must be clearly noted on the booking form before you sign it. Whilst every effort will be made to accommodate you and special requests will be passed on where appropriate, we regret that compliance with any special request is subject to availability and not guaranteed unless specifically confirmed by us in writing. We do not accept any conditional bookings, ie, any booking that is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as standard bookings subject to the above provisions on special requests. Any change in your health or mobility between booking and commencing your holiday must be advised to us as soon as possible and your Train Manager should be informed immediately on joining the Danube Express. If we reasonably feel unable to properly accommodate the particular needs of any person, we reserve the right to decline their reservation or if their health, fitness, disability or medical condition deteriorates or if full details are not given at the time of booking, to cancel when we become aware of these details and to apply cancellation charges as set out in Clause 6 of these conditions. If, in the reasonable opinion

of any person in authority (including office staff and Train Manager) your physical and or mental condition means that you are likely to be incapable of coping with the holiday or to experience significant difficulties in doing so or that you should not continue with the holiday or that you represent a danger to the safety or comfort of any persons we may require that you leave the holiday as soon as practicable. In such circumstances, we will not be liable for any refund, compensation or costs incurred by you whatsoever and cancellation charges as set out in Clause 6 below may be applicable.

2. YOUR FINANCIAL PROTECTION: We provide full financial protection for our package holidays. When you buy an ATOL protected air holiday package from us you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 9696. 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 is provided by way of a bond held by ABTA. For further information please see www.abta.com.

3. ARBITRATION: We can offer you two arbitration schemes for the resolution of disputes arising out of, or in connection with this contract. The first is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within twelve months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. 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. Alternatively, either side may call upon AITO's Independent Dispute Settlement Service to bring the matter to a speedy and amicable solution. Details are available upon request or from the Association of Independent Tour Operators, 133a St Margaret's Road, Twickenham, TW1 1RG.

4. YOUR HOLIDAY PRICE:

(a) We do our utmost to ensure the accuracy of our brochure and prices when going to press

but errors may occasionally occur. We reserve the right to correct the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

- (b) When you make your booking you must pay the appropriate deposit for each holiday per person or full payment/wbalance of the price of your holiday must be paid at least 60 days before your departure date. We will take reasonable steps to remind you that payment is overdue. If the deposit and/or balance is not paid in time, we shall cancel your holiday. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times. The price of your holiday was calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 27 July 2011 in relation to the Euro: £1.00 = Euros 1.134.
- (c) The price of your holiday is fully guaranteed and will not be subject to any surcharges.

5. IF YOU CHANGE YOUR BOOKING: If, after our confirmation invoice has been issued, you wish to change your holiday 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 Lead Passenger who made the booking or your travel agent. You will be asked to pay an administration fee of £40 per person and any further costs 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 so you should contact us as soon as possible and no changes to bookings can be accepted within 28 days of departure. 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. If you are prevented from travelling, you may also transfer your booking to another person, provided the new passenger meets the requirements of these booking conditions and provided that we are notified in writing not less than 28 days before your departure date. Such a booking transfer will not be confirmed until all costs and charges incurred by us (including any costs and charges levied by a supplier) have been paid together with an amendment fee of £40 per person and we reserve the right to require the balance of the holiday price or any other sum due under the contract to be paid before transfer is confirmed. Where we do not impose such a condition, both the original passenger and the passenger shall be responsible for payment of any sum due to us and both shall also be responsible for obtaining and bearing the costs of any necessary travel documents.

6. IF YOU CANCEL YOUR HOLIDAY: You, or any member of your party, may cancel your holiday at any time. Written notification from the Lead Passenger who made the booking or

BOOKING CONDITIONS

your travel agent must be received at our offices and the date of cancellation is the date such notification is received by us. Since we incur costs in cancelling your holiday, you will have to pay the following applicable cancellation charges calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are non-refundable. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

60 days or more	Deposit Only
From 30 to 59 days	50% of final invoice
From 15 to 29 days	75% of final invoice
14 days or less	100% of final invoice

7. IF WE CHANGE OR CANCEL YOUR HOLIDAY:

It is unlikely that we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. 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 or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your holiday. For example, if the minimum number of clients required for a particular holiday is not reached, we may have to cancel it. However, we will not cancel your holiday less than 60 days 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 holiday, you can either have a refund of all monies paid or accept an offer of an alternative holiday 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 holiday, we will pay to you compensation as set out in this clause.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flights. The carrier likely to be used is British Airways. 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 or rail arrangements 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 or your travel agent 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 an alternative holiday 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 below:

	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY
Number of days before departure that Cancellation or major change is notified to you	Amount per person you will receive from us	Amount per person you will receive from us
60 days or more	Deposit Only	Deposit Only
From 30 to 59 days	£30pp	Full refund plus £30pp
From 15 to 29 days	£50pp	Full refund plus £50pp
14 days or less	£75pp	Full refund plus £75pp

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Please note that the above options do not apply where any change made is a minor one.

Force Majeure: We will not pay you compensation if we have to cancel or change your holiday in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example but without limitation, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

We will make every effort to provide specific carriages and follow routes as advertised. However, rail travel can be subject to change or delay by reason of mechanical or operational circumstances or prevailing local conditions or other circumstances entirely outside our control and we and our agents at all times reserve the right to make such substitutions as are necessary or as per force majeure described in this clause. In no circumstances can we be held responsible for such delay or for any consequences though we will endeavour to provide alternative accommodation or routing such as the circumstances allow.

We reserve the right to amend the advertised itineraries in the event of closure of museums and/or places of interest. Where excursions are included in the holiday cost, there is no refund given for excursions which are not taken or not operated due to unforeseen circumstances. Please note excursions are also subject to change.

8. IF YOU HAVE A COMPLAINT: If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our Train Manager immediately and they 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 Offley Holes Farm, Hitchin, SG4 7TD 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 the supplier of the services in question as well as to our representative without delay and complete a report whilst away. 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 on holiday and this may affect your rights under this contract. Please also refer to Clause 3 above regarding arbitration.

If required, you will provide us and our insurers with any assistance we may reasonably require. You must tell us and the supplier concerned about your complaint or claim as set out above. If requested you will grant us or our insurers rights of subrogation you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

9. OUR LIABILITY TO YOU: 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 holiday. However we will not be liable where any failure in the performance of the contract is due to: you; any member of your party; or a third party unconnected with the provision of the holiday 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 holiday (excluding amendment charges). This maximum amount will be payable only if you have not received any benefit at all from your holiday. Except in respect of claims for death and personal injury, we will not be liable for any loss of profit or loss of business or any other form of consequential loss or damage, whether or not arising as a result of physical damage to property and regardless of the actual cause of such loss or damage. We cannot accept any liability for any damage, loss, expense or other sum(s) of any description 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 or which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Our liability will also be limited in accordance with and/or in an identical manner to

- The contractual terms of the companies that provide the transportation for your holiday. These terms are incorporated into this contract; and
- 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

BOOKING CONDITIONS

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.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at Offley Holes Farm, Hitchin, SG4 7TD or by phoning 01462 441400. 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 7. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. Note: this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

The undertakings we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature that might lead a reasonable holidaymaker to refuse to take the holiday in question.

10. PROMPT ASSISTANCE WHILST ON HOLIDAY:

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:

You and your party's 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. If your failure to carry the correct documentation results in fines, surcharges or other financial penalty being imposed upon us you will be required to reimburse us.

12. OTHER SERVICES NOT PART OF OUR CONTRACT:

Excursions or other additional services or facility 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 such excursion, other additional service or facility that you book or request, your contract will be with the operator and not with us. We are not responsible for the provision of such services or for anything that happens during the course of their provision by the operator.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines or other carriers mentioned herein or any airline or other carrier whose services are used in the course of your holiday arrangements.

13. TRAVEL INSURANCE: It is a condition of your booking that you and your party have sufficient and valid travel insurance and we recommend purchase of insurance soon after booking as your deposit may be recoverable in the event of a cancellation covered by the policy. It is your responsibility to ensure that you are adequately covered, as we do not check your policy. Written details of your insurance cover must be provided to us no later than 60 days before departure date including insurer name, policy number and 24-hour emergency telephone number.

14. BEHAVIOUR: Our holidays involve travelling in a group so you agree to accept the full authority of our Train Manager. We reserve the right in our absolute discretion to terminate without notice the holiday arrangements of any customer whose behaviour is such that it does or is likely, in our reasonable opinion, or in the opinion of any Train Manager or any other person in authority, to cause distress, damage, danger or annoyance to any person, or to cause damage to property. In these circumstances we may require that the relevant passenger leave the holiday as soon as practicable and all our obligations to you under this contract or otherwise shall cease, full cancellation charges as set out in Clause 6 of these conditions will apply and we shall not be liable for any refund, compensation or costs incurred by you and or the relevant customer whatsoever.

15. FLIGHTS: EU law requires us to draw your attention to a Community list detailing air carriers subject to an operating ban within the EU. The list is at http://ec.europa.eu/transport/air-ban/list_en.htm. Prices quoted in this brochure are based on special airfares for group travel offered to us by our airline partners and represent a reduction on the normal IATA fares that entitle passengers to privilege and flexibility that our clients do not normally require as part of their holiday. Tickets at our special fare are valid only

on the airline and dates shown and do not automatically entitle passengers to switch to another carrier in case of a flight cancellation, delay or technical problem with the aircraft or the reservation. Please note that airlines now operate 100% non-smoking services.

16. OWN ARRANGEMENTS: Danube Express Limited cannot accept any liability for any costs of flights or other transport or hotels reserved by passengers themselves in the event of any subsequent changes or cancellation of Danube Express holidays.

17. DATA PROTECTION: Danube Express Limited is registered as a data controller for the purposes of the Data Protection Act 1998. Please be assured that we have measures in place to protect the personal booking information held by us and it will not be passed on to third parties for marketing purposes. This information will be passed on to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons). At times, filmmakers or photographers may be present during a holiday and images produced may feature you and other passengers. You hereby grant us permission to use such images for any purpose throughout the world in any media, in any format and in any way we deem appropriate and consent to our storing copies of such images for the purposes set out here and or transferring or storing them in destinations outside the EEA. To assist with developing and improving the holidays we offer, personal information may be used by Danube Express Limited for market research or statistical analysis. We may wish to contact you with news, information and offers on our holidays but if you do not wish to receive such information, please advise us when booking or write to us and we will remove your details from our database. If you no longer wish to receive offers from Danube Express Limited by post or email, please inform us and we will remove your details from our database at the earliest opportunity. A summary of your personal information held can be provided upon request in writing. A fee will be charged as allowed by law and information will be provided to you within 40 days of receiving such written request and fee. You can email us at info@danube-express.com or write to Danube Express Limited, Offley Holes Farm, Hitchin, SG4 7TD. Full details of our data protection policy are available upon request or at www.danube-express.com/privacy.