

Booking Conditions

1. Terms of the contract

The Paul Gauguin Cruises inclusive fly-cruise arrangements are organised and offered for sale in the United Kingdom by Mundy Cruising plc trading as The Cruise Portfolio of 50-51 Wells Street, London, W1T 3PP ("the Company") upon the terms of these conditions. Although all of the information has been described in accordance with the latest information available at the time of printing, the Company reserves the right to make changes, though any change will be notified to you before you conclude a contract with the Company.

2. Booking procedure and deposit

In order to make a booking, please contact your ABTA Travel Agency or Paul Gauguin Cruises to take an option. Complete and sign the booking form.

The person signing the booking form accepts these conditions on behalf of all persons named on the booking form. The booking form should then be sent to the Company or handed to your ABTA Travel Agent together with a deposit as per invoice. Any money paid by a customer to a travel agent in respect of a booking with The Cruise Portfolio is held by the agent on behalf of The Cruise Portfolio. The holiday arrangements shown in the brochure are flexible – if you wish to extend your stay pre- or post- cruise, upgrade your flights or make any other arrangements, please put full details in writing at the time of booking. If you do not do so, you will be required to pay the booking amendment fee when changes are made (see section 10).

3. Contract

The Company accepts your booking when it sends to you or your ABTA Travel Agent a confirmation invoice. The contract thus made is subject to the relevant law where the client resides in the UK or, in default, English law. Full payment of the balance shown on the confirmation invoice is required no later than 100 days prior to departure. If the booking is made and accepted within 100 days of departure, then full payment must be sent with the completed booking form. Failure to pay in full by this time may result in cancellation of your cruise and forfeit of your deposit.

4. Prices

The Company reserves the right to increase prices at any time up to 30 days before departure to allow for variations in: a) exchange rates, b) transportation costs, including the cost of fuel and, c) increases in general tax rates (such as VAT) imposed by any country including dues, taxes or fees chargeable for services such as embarkation and disembarkation fees at ports or airports. Even in these cases, the Company will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and amendment charges). (Any increase will be calculated by reference to the total cost of the variation to the Company divided by its best estimate of the number of passengers likely to be affected, so as to arrive at a per capita increase). If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to the Company for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed in the invoice.

5. Passports and visas

British passengers should carry a full British Passport, valid for at least 6 months after the end of your holiday. Other nationalities should also carry a full passport, and ensure that they advise their travel agent or Paul Gauguin Cruises of their nationality so that full investigations can be made into visa requirements. Visas may be required for some ports of call. Please check with your travel agent or Paul Gauguin Cruises. It is your responsibility to ensure your travel documents are in order, so please check that you have everything you need prior to travel.

6. Health requirements

Vaccinations may be required or compulsory for some ports of call. In all cases, regulations can change, and the responsibility for meeting all current requirements is yours. It is essential that you consult your G.P. or health centre for specific advice on all countries you will visit, in plenty of time to enable you to protect yourself fully. We can supply a health advice travellers leaflet on request. The Company cannot accept any responsibility for clients' failure to comply with the necessary medical, passport or visa requirements.

7. Insurance

All passengers must have adequate insurance cover against cancellation, illness, loss of luggage etc. You should advise name of your own insurer so to indicate to the Company you have in fact taken out adequate insurance cover.

8. Disabled passengers

Any physical disability that may require special attention or treatment should be advised to the Company at the time of booking. Unfortunately, passengers confined to wheelchairs cannot always participate in some of the land tours offered in conjunction with some cruises. We appreciate that clients with special needs have some specific requirements that must be met to ensure a successful holiday. Accommodation is limited and on request

9. Special diets and requests

The Company will endeavour, but does not guarantee, to meet any special diet requirements or special requests which you may have. These should be advised in writing at the time of booking.

10. Booking amendment

Changes to any element of the travel arrangements within your booking may be made after issue of the confirmation invoice and before 60 days prior to departure, subject to an administration fee of £50 per amendment and the payment by you of any additional costs incurred with relevant hotels and airlines. Changes to flight arrangements after tickets have been issued cannot be guaranteed because at that stage the Company may not be able to effect the change you request.

11. Booking cancellation

Cancellation of bookings must be made in writing to the Company. All tickets issued must be returned together with the notice of cancellation. The cancellation charges applicable are in accordance with this scale:

Period prior to departure date when notice of cancellation received by the Company	Cancellation charge
Up to 120 days before departure	£100 per person
120 - 91 days	10% of the holiday price
90-61 days	20% of the holiday price
60-31 days	50% of the holiday price
30-0 days	100% of the holiday price

12. Alterations by the Company

Arrangements for the holidays are made many months in advance by the Company. Occasionally for some reasons of force majeure or other circumstances beyond the control of the Company it is necessary to make alterations to the arrangements. The Company reserves the right to alter or cancel itineraries, accommodation or other arrangements at any time. In the event of significant alteration or cancellation prior to departure, the Company will inform you without delay and will offer you the choice of accepting the alteration and alternative arrangements of at least comparable standard, if available, or a full refund of all monies paid.

These situations may include, by way of example, concerns regarding weather conditions, issues involving safety matters, alternative business arrangements or charters resulting in the decision to withdraw a sailing from public sale, or requirements of governmental authorities. If this should occur, Paul Gauguin Cruises does not assume any responsibility or liability for any losses, inconvenience or expenses incurred by guests as a result. Your full cruise fare will be refunded, however, if the cruise is cancelled prior to initial embarkation.

13. Our responsibility

The Company accepts responsibility for ensuring that all elements of your holiday are as described in the brochure and are of a reasonable standard. The Company also accepts responsibility for every service which it is contractually obliged to provide by its own employees or agents, or by sub-contractors or suppliers. However if you and/or any other person included in your booking suffers damage as a result of the non-performance or improper performance of any service which the Company is contractually obliged to provide, the Company's liability to pay compensation shall be governed by the international conventions which govern such services. This limitation applies whether or not any particular international convention has been signed or ratified by the UK; or as any particular convention may be applicable by the operation of UK Law. Examples of applicable conventions are the Athens Convention relating to the carriage of passengers and their luggage by sea of 1974 and the Warsaw and Hague Conventions of 1929 and 1955 relating to the international carriage of passengers and their luggage by air. Please note that international conventions limit not only the amount the Company may be liable to pay but also the time within which proceedings against it may be brought. Where there may be no international convention which applies and in the case of loss or damage to personal possessions, luggage or valuables during carriage of any kind is limited to the same amount and in the same manner as that of the actual carrier of whatever kind. Please also see the important paragraph below headed "Conditions of Carriage".

Please also note the Company shall be under no liability to you at all if the failure to perform or improper performance of any contractual obligation is caused by:

- your own fault or the fault of anybody else included in your booking
- the failure is attributed to a third party unconnected with the provision of any services contracted for and is unforeseen or unavoidable, or
- the failure is due to:

- any unusual or unforeseen circumstances beyond our control, the consequence of which could not have been avoided even if all due care had been exercised; or
- an event which the Company or any supplier of services even with all due care, could not foresee or forestall. iii) if you or any member of your party suffers damage arising out of an activity which does not form part of the holiday arranged through the Company, it will offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided the Company is advised of the incident within 90 days of the occurrence. Where legal action is contemplated the Company's authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to the Company. The Company's costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.

14. Conditions of carriage

As between yourself, any member of your party and any carrier, carriers provide transport of any kind subject to their own Conditions of Carriage. These Conditions are likely to embody the provisions of the law of the country of the carrier concerned or be the subject of international convention; either or both of which may limit or exclude the liability of the carrier. Copies of the Conditions of Carriage of any carrier may be made available from our Head Office by arrangement, though reference to and a summary of them will be contained on or with the carriers' tickets which we send you when you have paid for your holiday in full. Carriage by Sea is provided by Paul Gauguin Cruises of 11100 Main Street, Suite 300, Bellevue, WA, 98004 USA whose ship is registered in the Bahamas

15. Hotel and flight reservation

If you purchase a fly/cruise package The Company has made arrangements with airlines and hotels which provide services included in this brochure. Where the hotel is specified you will be booked into this hotel or one of a similar standard. If you chose to travel by air on dates other than those published, a higher fare may apply, and you should be advised by the Company prior to booking. All flights and hotels are confirmed when the booking form and deposit are received. No allocations are held. Passengers are booked onto the scheduled services of British Airways, Air Tahiti Nui or other comparable Airlines on the routes shown or other routes as agreed between the company and the customer. Full details will be given on the invoice. In most cases, and subject to the airline, flights will be on a Boeing 747 on long haul flights, and on a Boeing 737, 757, 767, 777. This information is for guidance only. Any deviations from the published package should be advised clearly in writing. Class of travel on selected airlines can be upgraded for a supplement. Supplements are available on request.

16. Complaints

Any problem which may arise during your holiday must be raised immediately with the Purser on board or with the supplier of the service (e.g. airline, hotel etc) and notified to the Company in writing as soon as possible and no later than 35 days from the end of your holiday. If you do not contact Paul Gauguin Cruises immediately it will jeopardize your complaint.

17. Data Protection Act 2000

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, insurers etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Your data controller is:

Paul Gauguin Cruises, 50-51 Wells Street, London, W1T 3PP.

You are entitled to a copy of your information held by us. If you would like to see this please contact us. (We may make a small charge for providing this to you).

18. Customer protection

The Company is a member of the Passenger Shipping Association. Additionally the Company complies with the bonding requirements of the Civil Aviation Authority. CAA Licence Number ATOL 2980. It is also a member of ABTA Tour Operators Class, Membership number V8548.

19. Regional flights

We have included flights from London airports operated by British Airways and Air Tahiti Nui or equivalent substitute airlines. Flights must be immediate connecting services or the last flight of the previous day. Other airline service can be requested and will be subject to an additional supplement. Please contact your travel agent for details. Paul Gauguin Cruises cannot accept responsibility for missed connections. If regional flights are required they will be at an additional cost.



The air holidays and flights in this brochure are ATOL Protected by the civil Aviation Authority. Our ATOL number is ATOL 2980

ABTA No.V8548

The Cruise Portfolio
50-51 Wells Street, London, W1T 3PP