



# BOOKING CONDITIONS

**THESE BOOKING CONDITIONS ARE THOSE THAT APPLY AS AT 06<sup>TH</sup> NOVEMBER 2023.**

You will be advised of the full booking conditions that apply at the time of booking. For a full copy of our current booking conditions please visit [www.viking.com/legal](http://www.viking.com/legal). If you are unable to access the documentation on our website, please contact 020 8780 7900 for assistance.

## **INTRODUCTION**

Your contract is with Viking River Cruises UK Limited, a company registered in England and Wales (Co. No.01283655) whose registered office is at Nelsons House, 83 Wimbledon Park Side, London, SW19 5LP.

Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these Booking Conditions.

'Viking', 'Viking Cruises', 'Viking River Cruises', 'Viking Ocean Cruises' and "Viking Expedition Cruises" are trading names of Viking River Cruises UK Limited.

Your contract will constitute a package under the Package Travel and Linked Travel Arrangements Regulations 2018 ("Regulations") and set out at the end of these Booking Conditions is a summary of your key rights under the Regulations. In the unlikely event of any conflict between these Booking Conditions and the provisions of the Regulations, the provisions of the Regulations shall take precedence.

By making a booking with us, you (on behalf of yourself and all members of your party) agree to the terms of our Privacy Notice details of which are available on our website at [www.viking.com](http://www.viking.com) or which can otherwise be provided to you in writing upon written request to [data.protection@viking.com](mailto:data.protection@viking.com) or via our offices at Viking, Nelsons House, 83 Wimbledon Park Side London SW19 5LP.

## **A. BOOKING AND PAYMENT**

### **A1. YOUR RESERVATION**

**A1.1** When you make a booking and pay your deposit or full payment (as applicable), we will reserve your travel arrangements on the basis of these Booking Conditions. Your booking will be taken as confirmed in respect of all persons named on your booking and a binding contract between us will come into existence only upon the earlier of (a) our sending our Confirmation Invoice and/or ATOL Certificate to you or your Travel Agent or (b) the issue of tickets in your name. Prior to doing so, we or your Travel Agent may send you an acknowledgement of your booking. Any such acknowledgement simply indicates that we are dealing with your booking request and is not a confirmation of it.

**A1.2** Please check your Confirmation Invoice and/ or any ATOL Certificate together with all other documents we or your Travel Agent send you as soon as you receive them. Contact us or your Travel Agent immediately if any information which appears on the Confirmation Invoice and/or ATOL Certificate or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). 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 except where we made the mistake and there is good reason why you did not contact us within the above time limits.

**A1.3** Normally your cabin number will be advised at the time of booking or on the Confirmation Invoice but this is not guaranteed and may be altered at any time.

**A1.4** At the time of booking we may not be able to confirm your exact air or rail arrangements due to airline and rail operator booking restrictions. However your Confirmation Invoice and/or ATOL Certificate will detail those arrangements reserved for you and/or those arrangements provisionally reserved for you and/or those arrangements we intend to reserve for you. Please note flights may be indirect and that some airlines charge for luggage separately. In addition your arrangements may be subject to change by the relevant airline or train operator. Please also note we cannot confirm or guarantee specific airline or rail seat numbers.

**A1.5** Any contract is with the "Lead Name" as shown on the Booking Form. We can only accept a booking if the Lead Name is at least 18 years old on or before the date of departure and all members of your party are at least 18 years old on or before the date of departure. Please note that you must be aged 21 or over in order to purchase or consume alcoholic beverages whilst on board our vessels.

**A1.6** The Lead Name is responsible for ensuring that other members of his/her party are aware of these Booking Conditions and that they consent to him/ her acting on their behalf in dealings with us.

**A1.7** If for any reason you did not see a copy of these Booking Conditions when you made your booking and, having now seen them, you now wish to cancel your booking then you may do so by returning all documentation to us or your Travel Agent within 7 days of receipt of these Booking Conditions and all monies provided by you shall be returned provided that travel has not commenced. Cancellation under this sub-clause is not permitted if your booking was made less than 10 weeks prior to travel commencing.

## **A2. OUR PRICE POLICY AND PAYMENT TERMS**

**A2.1** 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 changes prior to the issue of our Confirmation Invoice and/or ATOL Certificate. Once our Confirmation Invoice and/or ATOL Certificate has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these Booking Conditions.

**A2.2** When you make your booking you are required to pay a deposit of 25% of the total price. If your travel is due to commence within 10 weeks of your booking then the total price shall be payable at the time of booking. In any event the balance of the total price of your travel arrangements must be paid at least 10 weeks prior to travel commencing. 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 cancel your booking and may levy Cancellation Charges as provided in clause D1. Any monies paid to any Travel Agent in relation to your booking are held by such Travel Agent on our behalf at all times.

**A2.3** Once you have paid your deposit and our Confirmation Invoice and/or ATOL Certificate is issued the price of your travel arrangements is fully guaranteed and will not be subject to any surcharges or alteration (save in the case of manifest error or changes requested by you to travel arrangements are made and where additional costs are incurred).

However if we do not receive the balance of the total price of your travel arrangements when due, your booking may be cancelled pursuant to clause A2.2 (and levy Cancellation Charges as provided in clause D1) and any re-booking may well be at a higher price.

**A2.4** Please note that from time to time airlines alter their baggage allowance policies and this may occur after we issue our Confirmation Invoice and/ or the ATOL certificate. We have no control over any such changes and you will be responsible for any additional charges that the relevant airline may levy in respect of checked-in luggage that exceeds any limits in such altered baggage allowance policy.

## **A3. WHAT IS INCLUDED AND EXCLUDED IN THE COST OF YOUR HOLIDAY**

**A3.1** The details of what is included in the cost of your holiday is set out in the individual tour package details in our brochure or on our website.

**A3.2** Any further items or services purchased on board or through our online booking management system are not included in the costs of your holiday.

## **B. CHANGES AND CANCELLATION BY US**

### **B1. IF WE CHANGE YOUR TRAVEL ARRANGEMENTS BEFORE DEPARTURE**

**B1.1** We hope and expect to be able to provide you with all the services we have confirmed to you in our Confirmation Invoice and/or ATOL Certificate. On occasions changes do have to be made (for example due to river conditions such as high or low water levels, lock closures, local mooring restrictions or adverse weather conditions) and we reserve the right to make these. Most of these changes are minor.

However, if we consider them a "Significant Change" we will endeavour to advise you or your Travel Agent as soon as reasonably possible. A Significant Change includes, purely by way of example, a change of accommodation to that of a lower category and/or price, a change of flight or rail times of more than 12 hours, a change of UK departure location, or a significant change of destination or cruise itinerary. Where, due to circumstances beyond our reasonable control, any vessel is unable to dock at a particular port detailed in any itinerary but an alternative port of call is provided, we will not ordinarily treat this as a Significant Change and the provisions of this clause B1 will not apply.

In accordance with EU regulations we are required to advise you of the actual air carrier operating your flight/ connecting flight/transfer. We do this by listing carriers to be used or likely to be used on the relevant brochure pages and/or on our website and/ or on your Confirmation Invoice and/or your ATOL Certificate. Where your Confirmation Invoice or ATOL Certificate indicates that flight tickets have not yet been assigned, we will notify you of the actual flights and carrier as soon as the flights have been assigned. 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.

**B1.2** Save where clause H1 applies, if we have to make a Significant Change before your departure we will endeavour to contact you as soon as possible to advise you of any change and we will, if possible, provide you with three alternatives:

**B1.2.1** alternative travel arrangements of equivalent or of very closely similar standard and price, if available; or

**B1.2.2** alternative travel arrangements of a lower standard together with a refund of the difference in price; or

**B1.2.3** cancel your travel arrangements with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D1 below unless the change occurs as a result of circumstances beyond our control where clauses E1 and H1 will apply.

## **B2. IF WE CANCEL YOUR TRAVEL ARRANGEMENTS**

**B2.1** In the unlikely event we need to cancel your travel arrangements we will tell you or your Travel Agent as soon as possible. However we will not cancel your travel arrangements less than 14 days before departure unless it is for a reason outside our control as provided in clause H1. If we have to cancel your travel arrangements we will provide you with three alternatives:

**B2.1.1** alternative travel arrangements of equivalent or of very closely similar standard and price, if available; or

**B2.1.2** alternative travel arrangements of a lower standard together with a refund of the difference in price; or

**B2.1.3** cancel your travel arrangements with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D1 below unless the change occurs as a result of circumstances beyond our control (in which case clauses E1 and H1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where clause B2.2 applies.

**B2.2** 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 20 days prior to departure. In this situation, you will then have the choice of the options shown in clause B2.1 together with the option, if possible, of the same package departing on a different date. Where we cancel for lack of numbers in accordance with this clause B2.2, no compensation or other amounts (for example, the cost of any connected travel arrangements you have made independently) will be payable.

## **B3. EXERCISE OF OPTIONS**

Where, following a Significant Change or a cancellation by us, the options set out in either clause B1.2 or B2.1 are offered, you are expected to advise us within 7 days of being notified (or such longer period as we may specify in such notification) which proposal you wish to accept. If you have not notified us within 7 days (or such longer period as we may have specified) then we will write to you to obtain confirmation of your choice of the options available. If you fail to respond within a further 7 days, we will cancel your travel arrangements and refund all payments made by or on behalf of you.

## **C. CHANGES AND CANCELLATION BY YOU**

### **C1. IF YOU CHANGE YOUR BOOKING**

**C1.1** If you want to change your travel arrangements in any way you or your Travel Agent 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. Please note that typically changes to scheduled flight tickets are very restrictive and may not be possible without having to cancel the original flight and rebooking.

**C1.2** 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 (1) £100 for each person on the booking where the request for change is made more than 30 days prior to departure and (2) £200 for each person on the booking in any other case together with, in each case, any further costs we incur, for example with our suppliers, in making any change.

**C1.3** Any booking discount you may have received at the time your original booking was made may be altered or reduced whenever changes are made if such discount has since been altered, reduced or withdrawn.

**C1.4** If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra. In addition you may lose any free group places.

**C1.5** Any change to your departure date, airport, transport, destination, accommodation, or length of travel has to apply to all members of your booking.

**C1.6** You may not change travel arrangements chosen from our brochures or websites to special offer packages such as those featured in any promotional publications, without incurring cancellation charges. Such a change would necessitate the cancellation of your existing arrangements (and be subject to our cancellation charges shown in clause D1) and the re-booking of new arrangements at the price applying on the day the booking is made.

**C1.7** Any special offers, savings or promotions may not be combined with other special offers, savings or promotions.

**C1.8** It is not usually possible to alter or cancel any travel insurance you may have obtained and your premium will not be refunded, as cover under the policy will already have begun once the policy has been purchased.

### **C2. IF YOU CANCEL YOUR BOOKING**

**C2.1** If you wish to cancel all or part of your booking, you or your Travel Agent must write to us. If some or all of your party cancel their booking, we are entitled to treat your booking as cancelled in accordance with these Booking Conditions, we will levy a cancellation charge as provided in clause D1. These charges are based on the estimated cost of cancelling your arrangements and the reasonable expenses and losses we are likely to suffer if we cannot resell the package.

**C2.2** 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 applicable excess.

**C2.3** 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:

**C2.3.1** You must write to us with full details of who cannot or does not want to travel and who you would like to go instead. We must receive this information at least 7 days before departure;

**C2.3.2** 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;

**C2.3.3** Anyone who travels in place of anyone who was originally due to travel must agree to these Booking Conditions and any other requirements which apply to the booking before the change can be finalised. If the full cost of the travel arrangements should have been paid when the change is requested but has not been, this must also be paid before the change can be finalised;

**C2.3.4** Scheduled airlines often do not allow any name changes within a certain period prior to departure and generally not at all after flight tickets have been issued. If you want or need to make a name change when an airline will not allow it, you will have to cancel the original flight (which means you will lose all the money you have paid for that flight) and pay the full cost of another flight (which may not be the original flight or at the same cost as the original flight as the airline is entitled to offer the cancelled flight to anyone on a waiting list for it). This is the airline's decision and we have no control over it;

**C2.3.5** It will not normally be possible to transfer bookings or places on bookings within the period of 7 days immediately prior to departure without cancelling the original booking (and thereby incurring cancellation charges pursuant to clause D1) and rebooking.

**C2.4** The cost of your travel arrangements (provided that it includes a flight) includes an amount (currently £2.50 per person) which we are required to pay to the Air Travel Trust Fund as part of the ATOL Protection Contribution ("the APC Sum"). If you cancel your travel arrangements the APC Sum is not refundable in any circumstances.

**C2.5** 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.

**C2.6** If you do cancel, you must still pay any amendment charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

**C2.7** Subject to clause C2.8, you have the right to cancel your holiday before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity which significantly affects the performance of the holiday or which significantly affects transport arrangements to the destination. In these circumstances we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation. For the purposes of this clause, examples of "unavoidable and extraordinary circumstances" include 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 your destination.

**C2.8** The right to cancel in clause C2.7 applies where the relevant unavoidable and extraordinary circumstances are or are reasonably likely to commence or continue during the period of your booked holiday. In the circumstances Viking's standard policy is that the right to cancel may not be exercised more than 30 days prior to your booked holiday commencing.

**D. CHANGES, COMPENSATION AND DELAYS**

**D1. CHANGES AND CANCELLATION CHARGES**

The following table sets out the sums payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your travel arrangements as a result of:

- (a) matters outside of our control when clauses E1 and H1 shall apply; or
- (b) where your booking was accepted "subject to availability" or similar and the travel arrangements are not available.

In addition they do not apply where compensation is available under the provisions of clause D2

Period before departure in which notice of cancellation or Significant change is received	Amount you will receive from us if we make a Significant Change	Amount you will receive from us if we cancel	Maximum Cancellation Charge if you cancel
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More than 70 days	£10 per person	Return of all monies paid	Deposit only
69-30 days	£20 per person	Return of all monies paid	50% of Total Price
Less than 30 days	£30 per person	Return of all monies paid plus £30 per person	100% of Total Price

The Cancellation Charges payable by you as set out above represent the maximum charges that we are contractually entitled to charge. We consider the reasons for cancellations and the likely level of loss that we are likely to incur on an individual basis. In the circumstances Cancellation Charges that are levied on you (if any) will vary from case to case and be based on our actual financial loss suffered, or likely to be suffered, having first made reasonable attempts to mitigate the same. The nearer the cancellation is to the date of departure, the higher the Cancellation Charges are likely to be as it will be more difficult to resell the cancelled package and any such resale may not be at the original price payable by you.

NOTE: "Total Price" means the total price payable by you for the travel arrangements excluding insurance premiums, flight upgrade charges and any fees payable for any changes made by you to your booking ("Additional Charges"). If you cancel (otherwise than pursuant to clause B) you will continue to be liable for the Additional Charges in addition to the Cancellation Charges set out above.

## **D2. DENIED BOARDING REGULATIONS & TRANSPORTATION DELAYS**

**D2.1** If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 0330 022 1500 [www.caa.co.uk](http://www.caa.co.uk).

**D2.2** Unfortunately, flight or other transport delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the carrier concerned should provide refreshments when and where appropriate. We are generally not in a position to provide any assistance in the event of flight or other transportation delays and cannot accept any liability except where expressly stated in these Booking Conditions or as otherwise provided in the Package Travel and Linked Travel Arrangements Regulations 2018.

## **D3. RIGHTS UNDER PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

**D3.1** In accordance with the Regulations, where it is impossible for you to return to your departure point on the return date of your "package" (as defined in the said Regulations) due to "unavoidable and extraordinary circumstances", we shall provide you with the necessary accommodation for a period not exceeding 3 nights per person. Where possible, this accommodation shall be of comparable standard to the accommodation booked by you under the package. For the purposes of this clause, examples of "unavoidable and extraordinary circumstances" include 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 destination.

**D3.2** The limitation of costs for 3 nights accommodation referred to above does not apply to persons with reduced mobility as defined by Article 2 of Regulation (EC) 1107/2006, concerning the rights of disabled persons and persons with reduced mobility when travelling by air and any other person accompanying them and pregnant women as well as persons in need of specific medical assistance, provided you have notified us of their needs at least 48 hours prior to start of the package.

## **E. LIMITATION OF OUR LIABILITY TO YOU**

**E1.** 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 travel arrangements.

However we will not be liable (and clause H1 will apply) where any failure in the performance of the contract is due to:

**E1.1** you; or

**E1.2** a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or

**E1.3** 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

**E1.4** an event which we or our suppliers, even with all due care, could not foresee or forestall.

**E2.** In addition to the provisions of clause H1, our liability, except in cases involving death, injury or illness, shall be limited to a

maximum of 3 times the cost of your travel arrangements.

**E3.** 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.

**E4.** Our liability will also be limited in accordance with and/or in an identical manner to:

**E4.1** 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

**E4.2** 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.

**E5.** Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst you are away are not part of the travel arrangements provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator. 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. This clause E5 applies even where a Viking representative accompanies the tour or excursion.

**E6.** Where you have booked a "Cruise Only" holiday, 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.

**E7.** The provisions of clauses E1 to E6 inclusive are in addition to any other limitation of liability contained in these Booking Conditions.

**E8.** Nothing in these Booking Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H8 (including any rights under the Package Travel and Linked Travel Arrangements Regulations 2018).

## **F. YOUR RESPONSIBILITIES**

### **F1. 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 your Travel Agent or us (if booking direct) 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 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.

### **F2. YOUR DOCUMENTATION**

**F2.1** 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. In the event we are asked to re-issue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

**F2.2** Many of the airlines that provide the flight element of the arrangements we sell impose fines and costs on us if any passengers who have booked with us do not have the necessary travel or other documents for the countries they are visiting or passing through, even where this occurs through no fault of ours. In this situation we have no choice but to pass on to you all fines, costs, surcharges, financial penalties and other sums of any description which are imposed on or incurred by us. You will be responsible for reimbursing us accordingly in full.

### **F3. HEALTH PRECAUTIONS, PREGNANCY, DISABILITIES & FCDO ADVICE**

**F3.1** 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.

**F3.2** Individual airline policies differ in respect of air travel when pregnant. In addition, given the nature of our ocean cruises and the facilities available on board, we do not allow passengers to embark the vessel where they are more than six months pregnant. If you or any member of your group is or becomes pregnant prior to the start of your travel arrangements, then you must inform us immediately so that we can advise whether or not travel will be possible and, if so, what arrangements may need to be put in place and/or what medical confirmation of fitness to travel may be required. We cannot be responsible for any losses suffered where we are not informed of any pregnancy well in advance of departure and/or if any airline refuses to accept you or any member of your party as a passenger for reasons of pregnancy.

**F3.3** 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. Please also note the additional requirements and information set out in clause H10 that apply in respect of our Expedition Cruises. For further information please also see our advice section for Passengers with Health Issues, Disabilities, Impaired Mobility or Other Special Needs at the end of these Booking Conditions and/or contact our Guest Services team on 020 8780 7900 or 0800 319 66 60.

**F3.4** 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.

**F3.5** We reserve the right at any time (including after departure) to introduce additional health and safety policies and procedures to control the risk of the spread of any infectious disease. Please note that this may include a requirement that passengers have had appropriate vaccinations prior to embarkation and/or agree to submit to regular testing for symptoms and/or agree to isolate themselves whilst on board. Failure to adhere to such health and safety policies and procedures may result in you being denied embarkation or being required to disembark and we shall be entitled to treat such failure to adhere to our policies and procedures as a cancellation of your booking and no compensation or other refund shall be payable. We will endeavour to provide as much notice as possible of any additional health and safety policies and procedures that may need to be introduced but, in certain circumstances, this may not always be possible. Please also note that any health and safety policies and procedures introduced will be in addition to any requirements imposed by ports that are visited during the cruise.

**F3.6** The Foreign, Commonwealth & Development Office ("FCDO") 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 FCDO website at <https://www.gov.uk/government/organisations/foreign-commonwealth-development-office>.

#### **F4. INSURANCE**

**F4.1** 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.

**F4.2** If you participate in sports and 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.

**F4.3** UK residents or citizens must be aware that following the UK's departure from the EU, the European Health Insurance Card (EHIC) will, or may, no longer cover UK residents or citizens whilst travelling within the EU. In the circumstances, if UK residents or citizens travel without separate travel insurance (as required by F4.1), they will be responsible for all associated medical, hospitalisation, repatriation and other costs incurred as a result of illness or accident whilst travelling in the EU.

**F4.4** In respect of our additional insurance requirements relating to Expedition Cruises, please see clause H10.

#### **F5. BEHAVIOUR**

**F5.1** You must be responsible for the behaviour of yourself and your party and must at all times ensure that you and your party comply with the vessel's rules and regulations, any orders and directions of the vessel's Master, officers and medical staff (as applicable) and that your conduct will not impair the safety of the vessel or jeopardise or inconvenience other

passengers. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your party by terminating your travel arrangements if behaviour is, or is likely to be, in our reasonable opinion, or in the opinion of any airline pilot, vessel Master or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else or if you or any member of your party have caused or are likely to cause damage to property. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your travel arrangements due to such unacceptable behaviour. In this situation we will then have no further responsibility for you or any other member of your party (including any return travel arrangements). If your unacceptable behaviour means you are not allowed to board your outward flight we will treat your booking as cancelled from that moment and you will have to pay cancellation charges (see clause D1).

**F5.2** With regard to any flights and/or cruises that form part of your travel arrangements the airline captain or vessel Master (as applicable) has authority over the aircraft/vessel and passengers at all times when they are boarding or on board. He/she may prevent you or any member of your party from travelling if you or such member are considered unfit to do so, or if you or such member pose a danger to the aircraft/vessel or passengers. In such circumstances we shall seek compensation from you for any losses caused by your behaviour or by the behaviour of any member of your party (e.g. the cost of diverting an aircraft or vessel). Disruption on board an aircraft or vessel is a criminal offence, and you may be prosecuted. If you are refused carriage on an aircraft because of your disruptive behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and the date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you or others in your party to book other airline tickets.

## **F6. ASSISTANCE IF YOU GET INTO DIFFICULTIES**

If you or any member of your party suffers during the course of your holiday any difficulty as a result of any activity which does or does not form part of your contracted travel arrangements, we will offer you prompt assistance without undue delay. Such assistance may include assisting you in making communications and helping you find alternative travel arrangements. If the difficulty is caused intentionally by you or as a result of your negligence, we may charge a reasonable fee for that assistance which will not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and subject to you notifying us promptly of your need. If you are entitled to have any costs and expenses arising from such an incident met by or from an insurance policy or if you recover any costs and expenses relating to the incident from a third party you must repay us for costs and expenses we have incurred in assisting you.

## **F7. ALCOHOL POLICY**

Please note that you must be aged 21 or over in order to purchase or consume alcoholic beverages whilst on board our vessels. Silver Spirit packages (or similar arrangements for the supply of alcohol on board) can only be purchased where both occupants of the relevant cabin or stateroom are over the age of 21 and each occupant must purchase the relevant package for the full duration of the cruise. Proof of age may be required at any time and breach of this policy may result in persons involved (whether in the purchase, supply or consumption) being removed from the vessel pursuant to the provisions of clause F5.

## **G. IF YOU HAVE A COMPLAINT**

**G1.** If you have cause for complaint whilst travelling, you must bring it to the attention of the Viking representative on board the cruise vessel or at your hotel. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Guest Services team at Viking, Nelsons House, 83 Wimbledon Park Side London SW19 5LP or by email to [customerservices@viking.com](mailto:customerservices@viking.com) giving your booking reference and all other relevant information. Please keep your letter/email 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 on board or at the relevant hotel. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you are on board and this may affect your rights under this contract.

**G2.** We are a member of ABTA, membership number V924X and are obliged to maintain a high standard of service by ABTA's Code of Conduct. We certainly hope that we can settle any complaints amicably. However, should this prove not to be the case you may refer any dispute to arbitration through ABTA's arbitration scheme. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability for you in respect of costs. The scheme is subject to certain financial limits on the amount that can be claimed as determined from time to time by ABTA. Please note that the scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences, although claims which include an element of minor injury or illness can be considered subject to a limit as set from time to time by ABTA on the amount the arbitrator can award per person, in respect of this element.

**G3.** Any application for arbitration under clause G2, together with any related statement of claim, must be received by ABTA within eighteen months of the date of return. 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 may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details are available on request or from [www.abta.com](http://www.abta.com).

## **H. MISCELLANEOUS**

### **H1. CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL**

We will not be liable to pay any compensation if we are forced to cancel or in any way change your travel arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, changes imposed by rescheduling or cancellation of rail travel by the relevant operator, war or threat of war, civil strife, industrial disputes, natural disaster, adverse weather, epidemic or terrorist activity.

### **H2. YOUR FINANCIAL PROTECTION**

**H2.1** When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight accommodation car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong.

**H2.2** We, or the suppliers identified on your ATOL certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so due to reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought, or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances, the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

**H2.3** If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

**H2.4** We are also a member of ABTA (ABTA number V924X). If your travel arrangements do not include flights, ABTA will financially protect your travel arrangements in the same way except that, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. Please go to [www.abta.com](http://www.abta.com) for a copy of the guide to ABTA's scheme of Financial Protection.

For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint (see clause G), contact

Consumer Affairs, ABTA, 30 Park Street, London SE1 9EQ tel 0203 117 0599 or [www.abta.com](http://www.abta.com).

### **H3. DATA PROTECTION**

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. We may disclose this information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your travel arrangements. Only information necessary for this purpose will be disclosed to them.

In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes and any other purpose imposed on us by governments or airlines. We may use your information for the purposes set out in our data protection registration with the Office of the Information Commissioner. We may disclose the same to companies who act as data processors on our behalf. Some information, for example relating to your religion or health, may be "special category data" within the meaning of the Data Protection Act 2018. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling. For example, if you contract an infectious illness whilst travelling, we may need to make special arrangements for you and ensure that you do not return with the group immediately.

For further information about how we process and protect your data please see our Privacy Notice which is available on our website or which can be obtained by contacting our Guest Services team at Viking, Nelsons House, 83 Wimbledon Park Side London SW19 5LP or by telephone on 020 8780 7900. Please note that we reserve the right to change the terms of our Privacy Notice from time to time and that the Privacy Notice does not form part of these Booking Condition.

### **H4. CHILDREN/MINORS**

Due to the nature of our cruises, we do not maintain specific facilities or services for children aboard cruise vessels. In the circumstances you and all members of your party must be aged 18 or over on or before the day you are scheduled to embark on the cruise vessel.

## **H5. SUN DECK ACCESS**

During passage through locks or under low bridges or in the case of adverse weather, it may be necessary to close the sun deck for passenger use. In the interest of safety, sun deck closures are rigidly enforced.

## **H6. MOORING AND DOCKING FACILITIES**

In some ports, it is likely that ships will be docked alongside each other. This will result in your view being blocked. You may also need to pass through other vessels when going ashore.

## **H7. USE DISPLAY OF IMAGES & LIKENESSES**

Viking shall have the exclusive right to include photographic, video and other visual portrayals of our guests in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to you, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the sole property of Viking, free from any claims by you or any person deriving any rights or interest from you. By boarding the vessel you agree that Viking having the right to use your image in all promotional materials.

Without our express prior written consent, you expressly agree not to use, post, share or upload any photograph, video recording or other visual or audio portrayals (i) of you and/or any other passenger in combination with crew or our vessels, or (ii) that depict any of our vessels, their design or equipment or any part thereof whatsoever, in either case for any commercial purpose or in any media broadcast or for any other non-private use. For the avoidance of doubt, you are permitted to use, portrayals of you and/or any other Passenger in combination with crew or the Ship for your private noncommercial use.

## **H8. JURISDICTION/GOVERNING LAW**

We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your booking or travel must be dealt with under the ABTA Arbitration Scheme or brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead). If this provision is not acceptable to you, you must tell us at the time of booking.

## **H9. CONDITIONS OF CARRIAGE**

When you travel by air, rail or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention the Berne Convention or Athens convention. You agree that the transport company's own Conditions of Carriage will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as the transport company. You can ask us to provide you with a copy of any of the conditions applicable to your journey. These may limit or exclude liability, especially in respect of lost or delayed baggage.

## **H10. ADDITIONAL PROVISION RELATING TO CRUISES MARKETED AS "EXPEDITION CRUISES"**

In this clause H10, the terms:

"Expedition Cruise" means those cruises marketed by us as "Viking Expedition Cruises" which cruises may involve travel to remote locales, including, but not limited to, the Arctic or Antarctic regions.

"Fit to Travel Letter" means a personal medical questionnaire to be completed by both the Passenger and a qualified medical advisor in a form as prescribed by us and which will be required to be submitted to us (including any updates in respect of the same) prior to you be permitted to travel.

### **H10.1 INSURANCE**

**10.1.1** Save where clause H10.1.3 applies, we require all passengers to provide written evidence, prior to departure, that they have in place suitable insurance cover that will cover emergency medical treatment, evacuation and repatriation from the areas to be visited by the relevant cruise. Such cover for emergency medical treatment, evacuation and repatriation must have a limit of indemnity of not less than £250,000. or such alternative level as we may reasonably require. Proof that such insurance cover is on risk will normally be required to be produced to us not less than 12 months prior to the date of departure or, if departure is due less than 12 months after booking, then prior to your booking being confirmed. If you advise us at least 12 months prior to departure that insurance cannot be obtained for you or any member of your group purely on medical or disability grounds, then, unless clauses H10.1.3 applies, you may cancel your booking (but unless otherwise agreed by us so far only as it relates to the relevant individual who is unable to obtain cover) and receive a refund of monies paid in respect of such individual.

**10.1.2** You must advise us without delay of any withdrawal of insurance cover (or any circumstances that can reasonably be expected to result in such withdrawal or the policy otherwise being avoided by the insurers) that occurs prior to departure. Immediately prior to departure we may require evidence that insurance cover as required under clause H10.1.1 remains in force and if evidence cannot be produced then, unless clause H10.1.3 applies, we may cancel the booking (whether in total or

just in respect of the relevant individual) in which case Cancellation Charges may be levied under clause D1.

**10.1.3** We may, in our reasonable discretion, waive the requirements in clauses H10.1.1 and H10.1.2 but such waiver is only likely to be given where an individual who is unable to obtain the required insurance cover is able to provide evidence of alternative financial security that will cover, in full, the reasonably foreseeable costs of emergency medical treatment, evacuation and repatriation. Instances of a waiver of the above conditions are likely to be rare and passengers should discuss individual circumstances with us as soon as they become aware of the same as, if insurance cover is unavailable, it is likely that the relevant passenger should not be travelling on an Expedition Cruise.

**10.1.4** Where we intend to cancel an individual's booking under this clause H10 you will be given the opportunity to transfer that individual's place on the booking to someone else suggested by you and clause C2.3 shall apply in respect of any such transfer. Please note where an individual's booking is cancelled under this clause H10 and you cannot fill that person's place, you may have to pay additional monies by way of single or under-occupancy supplements.

## **H10.2 ACKNOWLEDGMENT OF INCREASED RISKS**

By making a booking with us for an Expedition Cruise you and all members of your group acknowledge that:-

- (1) the nature of the cruise is such that it comes with additional risks and dangers above and beyond those of other more mainstream cruises, such as, by way of example only, a greater likelihood that you will be exposed to extreme weather conditions or other unpredictable forces of nature (including the behaviour of animals), a greater likelihood that you will be required to exert yourself physically or psychologically, that you will travel to remote regions far from medical services (including regions where it is difficult or even impossible to carry out medical evacuations by helicopter or other means), and that equipment may malfunction in remote locations;
- (2) you recognise the increased risks of travelling on an Expedition Cruise and the increased possibility of injury to yourself or your property, and the resulting consequences;
- (3) the reason, at least in part, of your travel on an Expedition Cruise is because of the excitement and enjoyment provided on Expedition Cruises resulting from, at least in part, the increased risks inherent in an Expedition Cruise;
- (4) Expedition Cruises may not be able to offer the same services and accommodation standards as other more mainstream cruises and that you may be subject to greater restrictions on what you may bring on board; and
- (5) the pricing of your ticket for an Expedition Cruise is based on your assumption of the inherent increased risks of an Expedition Cruise.

## **H10.3 FITNESS TO TRAVEL**

By making a booking with us for an Expedition Cruise you and all members of your group acknowledge that:-

- (1) embarkation on the vessel will constitute a warranty from each passenger that, save as may have already been disclosed to us in writing, he or she has no physical or psychological condition which entails an unreasonable increased risk to the health or safety of persons on board or to the conduct of the Expedition Cruise;
- (2) if we become aware of any such condition, we may cancel the booking or deny boarding (whether in total or just in respect of the relevant individual and including denial of boarding at any port) in which case Cancellation Charges may be levied under clause D1;
- (3) in order to travel on an Expedition Cruise, you and all members of your group will be required to (i) provide to us a Fit to Travel Letter approximately 6 months prior to departure (or immediately after booking if you book travel on an Expedition Cruise within 6 months prior to departure); (ii) inform us in writing of any changes to the answers to any items on the Fit to Travel Letter at least 30 days before departure and also at the point of embarkation, and (iii) alert us immediately after you become aware of any changes to any answers to any items on the Fit to Travel Letter after embarkation;
- (4) we are not medical advisors and that, notwithstanding the provision to us of any medical information relevant to an Expedition Cruise and/ or you being allowed to embark, such does not constitute any medical advice from us as to the advisability or safety of you participating in an Expedition Cruise or any activities related to an Expedition Cruise; and
- (5) you and each member of your group must rely solely on the advice of his or her medical practitioner as to the advisability or safety of participating in an Expedition Cruise or any activities related to an Expedition Cruise.

## **YOUR KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

### **General**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore you will benefit from all EU rights applying to the packages. Viking River Cruises UK Limited will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Viking River Cruises UK Limited has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

## Key Rights

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Viking River Cruises UK Limited has taken out insolvency protection with the following entities:

For flight inclusive holidays: Civil Aviation Authority of Aviation House, Beehive Ringroad, Crawley, West Sussex RH6 0YR, [www.caa.co.uk](http://www.caa.co.uk), telephone: 0330 022 1500, email: [claims@caa.co.uk](mailto:claims@caa.co.uk)

For package holidays that do not include a flight: ABTA – the Travel Association at 30 Park Street, London SE1 9EQ, [www.abta.com](http://www.abta.com), telephone: 0203 758 8779, email: [customerprotection@abta.co.uk](mailto:customerprotection@abta.co.uk)

### THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018:

Can be found at: [www.legislation.gov.uk/uksi/2018/634/contents/made](http://www.legislation.gov.uk/uksi/2018/634/contents/made)

### **ADVICE FOR PASSENGERS WITH HEALTH ISSUE, DISABILITIES, IMPAIRED MOBILITY OR OTHER SPECIAL NEEDS**

At Viking we want all our passengers to have a safe and enjoyable cruise. Whilst we will always look to make reasonable adjustments for those with specific dietary requirements, health issues, disabilities, impaired mobility or other special needs that may affect their fitness to travel, or ability to make full use of our on board facilities or undertake shore excursions, we are reliant on passengers informing us well in advance of any such matters.

We must be provided with full details of any such issues, including details of those travelling with the relevant passenger who can provide assistance, prior to booking so that we can advise the relevant passenger whether or not the relevant cruise will be suitable and/or whether reasonable adjustments can be made.

Where such issues arise after your booking has been made we must be advised immediately so that we can establish whether or not any reasonable adjustments are required and can be made such that the relevant booking can proceed.

Please note we cannot guarantee that we will always be able to accommodate any required adjustments as any adjustments will be dependent on the particular cruise vessel and the proposed destinations.

Passengers need to be aware that there are inherent risks associated with travelling aboard ships that are unique to cruise tour travel.

For people who are ill, or have a disability or impairment, the risks can be more significant. Guests must normally be able to independently move around the ship in case of an emergency, rough seas, deal with the lack of immediate access to medical services in certain parts of the world, and acknowledge that access to some areas of the ship and ports of call may be limited or impossible. We must reserve the right to determine whether a guest is fit to travel, and to deny boarding or require disembarkation in the event that a guest represents a risk to themselves or to the safety and wellbeing of those on board the ship. The decision of the ship's Master shall be final in respect of such decisions.

### **Accessibility and Special Needs**

Where passengers have any mobility or other special needs please contact our Guest Services team on 020 8780 7900. We

may require the completion of a medical or accessibility form by you and/or your doctor to establish the full extent of your likely needs and the extent to which you may require medical or other assistance during the cruise.

If a passenger requires the use of a wheelchair or other mobility equipment, normally this must not exceed 22" in width. Passenger must bring and be solely responsible for all necessary items related to any medical condition or mobility challenge.

### **Airport, Port & Excursion Accessibility and Limitation**

Some ports of call may have physical conditions which may preclude certain passengers from going ashore. Additionally, for cruise tours in China, on the Mekong River, in Egypt, in Ukraine and for other destinations not specifically noted, certain additional conditions, restrictions and limitations exist on board, at the ports, during excursions and on land that are beyond Viking's control.

Ship and airport access in these and other regions, including lack of wheelchair, walker or scooter accessibility, extended periods of standing and steps, are inherently present in tours that may not be appropriate for guests with certain medical conditions and/or physical impairments.

Airports in certain regions typically do not have ramps or elevators.

Excursions sometimes visit ancient sites with uneven terrain and stairs and may include extended periods of walking over uneven surfaces. Guests using wheelchairs, scooters, walkers, crutches, or other mobility aids or who may need physical assistance throughout the trip should consider these needs when making a booking as our onboard personnel are not required to perform personal tasks or assist with eating, dressing, toileting, lifting or pushing a wheelchair.

Motorized scooters typically cannot be taken on board planes in certain regions because authorities such as the China Aviation Administration forbid any battery of capacity greater than 160Wh (most scooter batteries) on board an aircraft. Additionally, lithium batteries cannot be placed in checked baggage and must be hand-carried as on board carry-on. All batteries must have the capacity clearly printed on the outside or they will not be allowed to be on board. To calculate your battery capacity if it is only marked in mAh, divide the mAh number by 1000 and multiply by 3.7. For example, a capacity of 10400mAh/1000=10.4Ah x 3.7v=28.48 Wh (under the limit of 160Wh).

### **Ship Access**

Due to the nature of some ships (including cabin sizes), certain cruise tours are not appropriate for travellers who use wheelchairs, walkers or scooters. To embark/disembark from the ship, guests may have to walk down/up steps and ramps without a walker or wheelchair, as gangways/ramps may not be wide enough to accommodate these items.

Not all ships have elevators, and some have split-level decks and/or significant thresholds. Please note that personnel are not required to lift guests or push wheelchairs.

Potential guests with any mobility or other special needs should review their proposed ship's layout on our website and consider their needs when making a booking.

### **Denial of Embarkation and Right to Require Removal**

Please note that in accordance with our Booking Conditions, we reserve the right to deny embarkation or remove any person from a ship or optional shore excursion who in our reasonable opinion or in the opinion of the ship'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 accessibility requirements.

In such cases, all related expenses, (including those incurred whether 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.

### **PRIVACY NOTICE**

Viking River Cruises UK Limited (the "**Company**", "**We**", "**Us**" or "**Our**") is committed to respecting and protecting Your privacy. This Privacy Notice is provided for our prospective, existing and former customers ("**You**", "**Your**").

This Privacy Notice (together with Our Cookie Notice published on our Website, and the terms of use published at [www.viking.com/legal](http://www.viking.com/legal)) (the "**Notices**") tells You about how We process your personal data, including Our collection, usage and sharing of Your personal data, and including in relation to Your use of our website at viking.com (the "**Website**").

We will only process Your personal data in accordance with the Notices (and any other information we give to you about how we process Your personal data), and in accordance with the Data Protection Legislation.

In this Privacy Notice the terms "**personal data**", "**Data Controller**", "**Data Processor**" each have a special meaning that is set by legislation (the "**Data Protection Legislation**"). The Data Protection Legislation is: the Data Protection Act 2018 and the EU General Data Protection Regulation (2016/679) as applied in English law ("**GDPR**").

### **YOUR DATA CONTROLLER**

We are a Data Controller in relation to Your personal data. Our address is Viking, Nelsons House, 83 Wimbledon Park Side, London SW19 5LP.

The Company may be contacted by email at [data.protection@viking.com](mailto:data.protection@viking.com) and by telephone on 0800 458 69 00.

## **DATA PROTECTION OFFICER**

Our Data Protection Officer can be contacted at [data.protection@viking.com](mailto:data.protection@viking.com)

## **INFORMATION WE COLLECT ABOUT YOU**

We obtain Your personal data from the following sources:

### **Directly from you**

You will know what personal data We obtain from You, because You (or someone who You trust, and who You have authorised Us to deal with, such as a member of Your family) provide it to Us. Examples of how We obtain personal data from You include: when You make an enquiry (such as asking for a brochure), when You enter one of Our competitions, promotions or surveys, when you give Us information via email or online private mail systems, during a telephone conversation or online chat with Us, information you provide via our Website (such as registering as a user, booking, or posting on Our online forums), via social media messages or if You report something to Us such as a problem with Our Website.

### **From your travel agent**

The information that We need from Your travel agent for Us to complete a booking or provide a personalised cruise plan for You is the same as We need when we obtain the personal data directly from You (see above).

### **From marketing sources**

We love to receive new customers as a result of recommendations from Our existing customers, and We also actively seek new customers via marketing. We obtain personal data about prospective new customers from:

- You being on third party marketing lists, which We obtain via Webalytix Ltd, and which provides Us with contact details for You and an indication of why You may be interested in Our products or services;
- Your responses to Our online marketing or direct marketing to You, whether You respond by electronic mail, online chat, telephone, post, social media or other means;
- Your interactions with our online advertising (which is optimised to present our adverts to internet users who interact with Us via the internet) and advertisements placed by Our online advertising service providers. See Our Cookie Notice for information about Our service providers.
- We also use the same sources to learn more about Our existing customers, their preferences and interests, using information about where they visit on the internet.

### **From Our other service providers**

We receive personal data about You from the following third parties who provide services to Us:

- Our bank or providers who process payments from You, to confirm the outcome of payment transactions;
- Other third parties in Viking's supply chain, Airlines, other carriers, Border control agencies, Contractors e.g. ship crews.

## **SPECIAL CATEGORY DATA WE COLLECT ABOUT YOU**

Under the Data Protection Legislation the following categories of personal data, which We may collect from You, have special status (the "special category data"): personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, and genetic data, biometric data that uniquely identifies a living person, data concerning health, or data concerning a living person's sex life or sexual orientation, and data relating to actual or alleged crimes. We may obtain special category data when We collect it directly from You, or from Your travel agent. We do not obtain special category data from other third parties.

## **RECORDING AND MONITORING**

In addition to storing written materials received from You and that we provide to You, and Our own records of our transactions and interactions with You, We may monitor and/or record: (1) telephone calls, (2) traffic data produced by electronic devices, applications and online services about the date and location of Your electronic activities with Us, and (3) Your online activities within Our control, including via social media traffic as well as via the Website. All recordings and derivative materials are and shall remain Our sole property.

## **CHILDREN**

We do not provide products or services for purchase by children. If you are under 18, Your parents are responsible for providing Your personal data to Us.

## **HOW WE MAY CONTACT YOU**

From August 2017 onwards, We have provided the ability for You to select and tell Us how You would like to be contacted by Us.

## **USE OF TOOLS/COOKIES**

If Our contact and dealing with You is via the Website(s), or on third party online services where Our advertising is displayed, cookies may be used. Generally, Our cookies do not obtain or use personal data. However, if You permit cookies, We may

process the following items of Your personal data using cookies:

- application cookies may assign a unique ID to Our Website registered users, and may record their approximate location;
- behavioural cookies may use Your historical transaction data;
- analytics cookies may assign a unique ID to Our Website visitors;
- marketing cookies will assign a unique ID to internet users.

To find out more about what types of cookies We use, how We use cookies, how to disable them or to change Your cookie preferences, please refer to our Cookies Notice.

### **YOUR CHOICES ABOUT WHAT WE COLLECT**

To complete a booking, or to provide personalised cruise plans for You, as a minimum We need the following: Name and contact details, preferred destination and dates, facilities required on the cruise, whether You consider yourself to have a disability, medical needs and dietary needs. If You provide to Us personal data regarding Your medical needs and whether or not You consider Yourself to have a disability, this is special category data and We will only use it with Your consent.

This information may be given to third parties such as airlines, other carriers and ships to facilitate Your travel arrangements.

If You prefer for Us to use less personal data, You can choose to make less available to Us.

### **HOW TO WITHHOLD PERSONAL DATA**

You can control all of Our sources of Your personal data. You can:

- provide less personal data than We request;
- limit what personal data You give to Your travel agent;
- instruct Your travel agent to withhold items of personal data from Us;
- not respond to Our marketing and communications (and You also have rights to stop Our direct marketing to You: see below);
- change Your internet browser settings to prohibit cookies.

### **IMPACT OF WITHHOLDING PERSONAL DATA**

Withholding Your personal data from Us will mean the updates, offers and communications (via advertisements, direct marketing or messages) You receive from Us are not personalised or relevant to You, or that You do not receive them at all. If You make an enquiry or booking with

Us, withholding Your personal data may mean that Our response to Your enquiry, and the booking (and thus your cruise), is not personalised or fully suitable for You. As We record all telephone calls, to avoid being recorded You will be unable to correspond with us by phone.

### **OUR USE OF YOUR PERSONAL DATA**

For as long as We have access to Your personal data, We will use it for the following purposes, unless otherwise required as a result of You exercising Your data protection rights. We may use Your personal data for any of the following purposes, whether We obtained it directly from You (or someone You trust) or Your travel agent, or another source:

<b>PURPOSE</b>	<b>LEGAL BASIS</b>
(1) To provide You with Our services in accordance with Our contract with You, once You have completed a booking.	If you provide Us with special category data (such as your medical needs): We will ask You for explicit consent, and it is likely that We will be unable to process this special category data without Your consent. For Your other personal data: processing by Us, and by our Data Processors, is necessary for Us to perform the contract with You.
(2) To process Your payment for Our services.	Our legitimate interest in obtaining payment before performing Our contract with You.
(3) To provide You with information that You request from Us, or responding to Your enquiries made directly to Us or via Your travel agent.	Our legitimate interest in responding to Your requests and enquiries, e.g. by email, telephone, post or social media (or Your preferred one, if you tell us Your preferences).

<p>(4) To understand and identify Your requirements of Us, by building a profile about You and Your preferences relevant to Your interest in cruises.</p> <p>(5) To send You solicited or unsolicited direct marketing (unless You ask Us to stop), consisting of relevant information about future cruises and similar services that We provide, such as offers of goods and services, brochures, new products, forthcoming events, loyalty programmes, clubs or competitions from Us or Our group companies.</p> <p>(6) To measure the effectiveness of Our advertising and marketing to You.</p>	<p>If you are an existing customer: Our legitimate interest in staying in touch with You, as part of Our after-cruise service and to seek repeat business.</p> <p>If you are a prospective customer: Your consent for Us to obtain Your personal data and send unsolicited direct marketing to You.</p> <p>We may send notifications by e.g. by email, telephone, post or social media (or Your preferred one, if You tell us Your preferences). You can stop the above notifications at any time by contacting <a href="mailto:data.protection@viking.com">data.protection@viking.com</a></p>
<p>(7) To ensure that features and content from the Website are available for You (if you choose to use them) and are presented in the most effective manner for You and for Your devices.</p> <p>(8) To check and confirm that We carry out Your instructions accurately, to enable Us to review and improve Our products, services and operations and develop new and changed products, services and operations.</p>	<p>Our legitimate interest in providing products, services, choices, operations and Websites that meet the requirements of Our existing and prospective customers.</p>
<p>(9) To carry out credit checking, services and operations and develop new and changed products, services and operations.</p>	<p>Our legitimate interest in assessing Your credit-worthiness before offering or committing to provide You with credit.</p>
<p>(10) To help Us detect and take action against security breaches, fraud and other crimes, and other risks to Us.</p>	<p>Our legitimate interest in addressing security breaches, frauds and other crimes or risks that may affect Our business.</p>
<p>(11) For Us to take legal or administrative action, including to collect debts, resolve disputes with You, and to deal with regulators.</p>	<p>In the case of personal data: Our legitimate interest in enforcing Our contract with You and in resolving any disputes with You and in dealing with regulators.</p> <p>In the case of special category data: as necessary for Us to establish, exercise or defend legal claims.</p>
<p>(12) To contact You by email.</p>	<p>For prospective customers: Normally We will ask for Your consent and will not contact You by email if You have specifically withheld or withdrawn Your consent to this. See above, "How We may contact You".</p> <p>For existing customers: It is lawful for Us to contact You by email provided that We give You an easy method to unsubscribe.</p> <p>You can stop Us contacting you by email at any time by contacting <a href="mailto:uk-marketing@viking.com">uk-marketing@viking.com</a> or <a href="mailto:data.protection@viking.com">data.protection@viking.com</a>.</p>
<p>(13) To contact You by telephone.</p>	<p>We will ask for Your explicit consent, and will not contact You by telephone unless We have Your consent, unless covered by legitimate interest.</p>
<p>(14) To transfer Your personal data overseas (see below).</p>	<p>We will ask for Your explicit consent and may be unable to process Your personal data unless We have Your consent.</p>
<p>(15) To use other people's personal data that You provide to Us.</p>	<p>Our legitimate interest in providing Our service to You. We do ask You to ensure that You have the other people's permission for You to share their personal data, and that You make them aware that you have shared it with Us for use as described in this Privacy Notice.</p>

## HOW LONG WE RETAIN YOUR PERSONAL DATA

We will hold Your personal data until We find Your contact details are not current, or You can't be reached after 6 months of trying, or we are notified that You are deceased, or You or a regulator ask Us to stop processing Your personal data.

## DISCLOSURE OF YOUR PERSONAL DATA

For as long as We have access to Your personal data, We may share any of it with any of the following to the extent that they need to have access to Your personal data in order to perform their role:

- (1) Anyone within Our organisation which includes, without limitation, Our sales and marketing teams, and Our finance team.
- (2) Other companies in Our group, such as Our parent company, Viking River Cruises (Bermuda) Ltd. When We store and use Your personal data in electronic format, We use IT systems that are operated by Our parent company, and located in the United States. See the section "Our transfer of your personal data abroad", below, for more information.
- (3) Selected third parties who help Us to perform Our contract with you. This includes third parties who help Us directly (such

as airlines and service providers on the ship, which operate globally and both in the United Kingdom and Your intended cruise destination(s)), and third parties who help Us indirectly (such as our IT service providers, marketing mailing houses who may create and/or distribute Our marketing materials to You). We do not share Your personal data with third parties for their own marketing purposes. We may provide You with services from third party suppliers.

(4) Your travel agent.

(5) Our banks and other payment processing service providers who process Your payments to Us.

(6) The law enforcement authorities of the United Kingdom and other jurisdictions, and in particular their border control, anti-terrorism and related functions. See the section "Our transfer of your personal data abroad", below, for more information.

(7) Our IT service providers who provide, maintain, improve, manage, optimise or fix the IT facilities that We use or rely on in our business, including computing devices, computer networks, connectivity, telecommunications, software, our Website.

(8) Our online service providers, who provide marketing and advertising placement services for Us, including providers of search engines, analytics services, behavioural marketing services, and online applications and services including social media.

(9) Our professional service providers, such as accountants, auditors and insurance brokers.

(10) Credit reference agencies that We use to assess Your credit score where this is a condition of Us entering into a contract with You.

(11) Your and Our insurers and their agents, and Your and Our medical staff and legal advisers.

(12) Any third party company or companies in the event that We go through a business transition, such as a merger, being acquired by another person or company, or selling a portion of Our assets.

We reserve the right to disclose Your personal data to other third parties if We have lawful grounds to do so, or are under a legal obligation to disclose or share it with them, or in order to establish, exercise or defend Our legal rights, or to protect the rights, property, or safety of the Company. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

#### **OUR TRANSFER OF YOUR PERSONAL DATA ABROAD**

As stated above, in some cases We will transfer Your personal data to a location that is outside the United Kingdom. Decisions as to, whether or not States outside the European Economic Area have "adequate" safeguards for personal data will be made in accordance with Data Protection Legislation. In the absence of such decisions, the transfer of Your personal data outside the UK or EEA can still be lawful if safeguards are in place, or if We have Your explicit consent or some other permission recognised by GDPR.

- In the case of the United States, it is not currently considered to provide adequate safeguards. We have a contract in place with Our parent company to safeguard Your personal data.
- If Your intended cruise destination(s) is/are outside the United Kingdom, the relevant state(s) may not provide adequate safeguards. We can lawfully make necessary transfers of Your personal data to these overseas locations if We have Your explicit consent. If We ask You for Your explicit consent, it may be the case that We will be unable to make the necessary transfer(s) of Your personal data to these overseas locations unless We obtain Your consent. This may impact on Our ability to process Your personal data using Our electronic systems, and/or it may result in You being denied entry to Your intended cruise destination(s).
- In the case of the United States, it is not currently considered to provide adequate safeguards, although its Government operates Privacy Shield and members of that scheme are considered to have "adequate" safeguards.
- If Your intended cruise destination(s) is/are outside the European Economic Area, the relevant state(s) may not provide adequate safeguards.

We can lawfully make necessary transfers of Your personal data to these overseas locations if We have Your explicit consent. If We ask You for Your explicit consent, it may be the case that We will be unable to make the necessary transfer(s) of Your personal data to these overseas locations unless We obtain your consent. This may impact on Our ability to process Your personal data using Our electronic systems, and/or it may result in You being denied entry to Your intended cruise destination(s).

#### **YOUR RIGHTS UNDER THE DATA PROTECTION LEGISLATION:**

- (1) You have the right to access personal data that We hold about You. Your right of access can be exercised in accordance with the Data Protection Legislation. You can submit a data access request at any time. In order to do this, please contact Us at [data.protection@viking.com](mailto:data.protection@viking.com).
- (2) If You become aware of any inaccuracies in Your personal data which We process on Your behalf, You have a right to ask Us to rectify the inaccuracies. On receiving Your request We will either fulfil it or explain why We have decided not to.
- (3) To the extent that (a) We no longer need to use Your personal data (e.g. You no longer wish to receive marketing from Us, or You tell us that You no longer wish to go on cruises) for purposes described in our Notices, or (b) We rely on Your

consent and You have withdrawn it, or (c) You object to Our legitimate interests for using Your personal data and no exception applies to permit Us to keep using it, or (d) it is established that We did not have the lawful right to process Your personal data, or (e) the law requires Us to erase Your personal data, You may ask Us to erase Your personal data. If we erase Your personal data, Your ability to use Our services will be affected, as described above.

- (4) You have the right to ask Us not to process Your personal data for marketing purposes (including profiling). You may unsubscribe at any time by emailing Us directly at [data.protection@viking.com](mailto:data.protection@viking.com).
- (5) You have the right to object to Our processing of Your personal data to the extent that (a) We use the personal data on grounds of Our legitimate interests and no exception applies to permit Us to keep using it, or (b) We use it for direct marketing purposes, or (c) We use it for scientific or historical research purposes or statistical purposes and no exception applies to permit Us to keep using it.
- (6) You have the right to ask Us to restrict Our processing of your personal data to the extent that (a) You have questioned the accuracy of the personal data and We are still checking its accuracy, (b) it is established that We did not have the lawful right to process the personal data, (c) We no longer need to use Your personal data for the purposes We collected or used it for but You need it to be preserved for the purposes of legal claims, or (d) You have exercised Your right to object to Our use of your personal data and no exception applies to permit Us to keep using it.
- (7) You have the right to request that We provide to You, or to another data controller on Your behalf, a copy of any of Your personal data which We process using automated means based on your consent, so that You may reuse such personal data for Your own purposes on alternative services.
- (8) You have the right not to be subject to automated processing which significantly affects You, unless We need to carry out the automated decision-making to enter into or perform Our contract with You, or We are authorised by law to use the personal data for automated decision-making, or We have Your explicit consent.
- (9) You have the right to complain to the Information Commissioner ([www.ico.org.uk](http://www.ico.org.uk)) if You have any concerns in respect of the handling of Your personal data by the Company.

If You would like to exercise any of the above rights, including to withdraw Your consent (where Our processing of Your personal information relies on Your consent), please contact Us at [data.protection@viking.com](mailto:data.protection@viking.com).

## **OUR PROTECTION OF YOUR PERSONAL INFORMATION**

We have taken reasonable steps to put in place appropriate security measures to protect Your personal data when it is processed by Us or on our behalf.

We do not accept any responsibility for the policies of third party Data Controllers, such as providers of search engines and social media services. Your use of such third parties, their websites and services is at Your own risk.

Please check the third parties' Privacy Notices before You submit any personal data to them.

## **CHANGES TO PRIVACY NOTICE**

We reserve the right to make changes to this Privacy Notice from time to time. If this Privacy Notice changes in any way, We will place an updated version on our Website. Regularly reviewing our Website ensures that You are always aware of what information We collect, how We use it and under what circumstances, if any, We will share it with other parties.

If You do not agree to the changes that we make from time to time, please tell Us via [data.protection@viking.com](mailto:data.protection@viking.com). If material changes are made to this Privacy Notice, We will notify You by placing a prominent notice on the Website.

## **YOUR COMMENTS ARE APPRECIATED**

If You have any questions or comments regarding the Privacy Notice, You can send Us an email at [data.protection@viking.com](mailto:data.protection@viking.com).

**Information in this brochure is correct at the time of going to print on 06<sup>th</sup> November 2023. For the most up-to-date booking conditions please visit [www.viking.com/legal](http://www.viking.com/legal) or call us.**

