

2012 BOOKING CONDITIONS

INTRODUCTION

Your contract is with Viking River Cruises UK Ltd a company registered in England and Wales (Co.No. 01283655) whose registered office is at 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.

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 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 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 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 you will be advised of your provisional air or rail travel departure and arrival places and times and the Confirmation Invoice 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 that these may be subject to change depending on operational changes at the relevant airline or train operator.

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.

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. Once our Confirmation Invoice 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.

A2.2 When you make your booking you are required to pay a deposit of 25% of the total price. If applicable, Visa fees must be paid in full with the deposit. 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 retain any deposit. 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 For payment by credit card we charge a fee of 2%. This will be automatically added to the amount required for payment on the payment page. No further charge is made for payments by debit card.

A2.4 Once you have paid your deposit and our Confirmation Invoice 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 change to travel arrangements by yourself 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 any re-booking may well be at a higher price.

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 The following are not included in the costs of your holiday:

- Drinks bought on board the cruise vessel, laundry and telephone charges
- Any additional or optional shore excursions
- Gratuities – whilst no service charge is made on board it is customary for customers to give gratuities during or at the end of your cruise depending on standards of service.

B. CHANGES AND CANCELLATION BY YOU

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. On occasions changes do have to be made (for example due to river conditions such as high or low water levels, changes to local mooring restrictions or lock closures) 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. 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. 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 In the case of a Significant Change before your departure we will 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 clause 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 H.1 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 clause E1 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 and Shore Excursions shown on our website or in our brochures can only be operated if a sufficient number of people book them. 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 14 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.

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 £100 for each person on the booking together with 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 or we are entitled to treat your booking as cancelled in accordance with these Booking Conditions, we will levy a cancellation charge on the scale shown in the table set out in clause D1. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer if we cannot resell the package.

C2.2 If you are travelling on a scheduled service flight, in the unlikely event that we are able to cancel the arrangements, we will not be able to do so until any air tickets issued are returned to us by you or your Travel Agent.

C2.3 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.

C2.4 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 be able to 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:

C2.4.1 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 14 days before departure.

C2.4.2 If the change can be made, you will have to pay an amendment fee of £100 per person named on the booking together with any extra costs we incur or are asked to pay in order to make the change.

C2.4.3 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.

C2.4.4 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.

C2.4.5 It will not normally be possible to transfer bookings or places on bookings within the period of 70 days immediately prior to departure without cancelling the original booking (and thereby incurring cancellation charges pursuant to clause D1) and rebooking.

C2.5 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.

C2.6 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.

C2.7 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.

D. CHARGES, 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:

- matters outside of our control when clause E1 shall apply or
- 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 D

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	Cancellation Charge if you cancel
More than 70 days	£10	Return of deposit only.	Deposit only
69-30 days	£20	Return of all monies paid plus £20.	50% of Total Price
Less than 30 days	£30	Return of all monies paid plus £30.	100% of Total Price

NOTE "Total Price" means the total price payable by you for the travel arrangements excluding insurance premiums and any fees payable for any changes made by you to your booking

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 Air Transport Users' Council on 020 7240 6061 www.auc.org.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.

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 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. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 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.

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 H5

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 & FCO ADVICE

F3.1 You should check 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.

F3.2 Airline regulations state that women 28 weeks or more into pregnancy at the time of return travel must have written confirmation from a doctor that they are fit to travel when checking in for their outward flight. Normally, permission to travel is refused after 32 weeks. We can only accept your booking upon the clear understanding that we cannot be liable if any airline refuses to accept you or any member of your party as a passenger for this reason.

F3.3 You must provide us with full details of any existing medical problem or disability 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 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 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.

F3.4 The Foreign and Commonwealth Office ("FCO") produces a wide range of material about overseas countries including details of political unrest, crime and health issues. If you have any particular concerns then you should refer to the FCO website at www.fco.gov.uk.

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.

F5. BEHAVIOUR

F5.1 You must be responsible for the behaviour of yourself and your party. 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 reasonable opinion of any airline pilot, cruise vessel captain 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 full cancellation charges (see clause D1).

F5.2 With regard to any flights that form part of your travel arrangements the airline captain has authority over the aircraft 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 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). Disruption on board an aircraft is a criminal offence, and you may be prosecuted. If you are refused carriage 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.

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 Customer Service Department at:

Viking River Cruises UK Limited
Nelsons House, 83 Wimbledon Park Side
London SW19 5LP

giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report whilst on board. 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. We 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 relating to this contract to an Arbitrator appointed by the IDRS, part of the Chartered Institute of Arbitrators. 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. Neither does it 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 the IDRS within nine 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.

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, bad weather, epidemic or terrorist activity.

H2. FINANCIAL SECURITY

H2.1 Any travel arrangements we make involving flights are ATOL protected. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 3124). In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. This protection is only available if either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commence in the UK. For further information, visit the ATOL website at www.atol.org.uk.

H2.2 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 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 ABTA, 68 - 71 Newman Street, London W1T 3AH tel 020 7637 2444 or 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 "sensitive personal data" within the meaning of the Data Protection Act 1998. 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. From time to time we may contact you by post with information about special offers or travel packages. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to

Viking River Cruises UK Limited
Nelsons House, 83 Wimbledon Park Side
London SW19 5LP

H4. CHILDREN/MINORS

Due to the nature of our cruises, we do not maintain specific facilities or services for children aboard cruise vessels. On all cruises children under the age of 18 must be accompanied by and share a cabin with a parent, legal guardian or other responsible adult over the age of 21. We regret that we are unable to accommodate children under the age of 12 and reserve the right to limit the number of children on board any particular vessel between the ages of 12 and 18.

H5. 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.

H6. 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.

