

General Information

TRAVEL INSURANCE

Under our terms and conditions we require that you take out a comprehensive travel insurance policy at the time of booking your holiday as cover needs to be in place as soon as the first payment is made, in case of a pre-departure cancellation. This cover must cover the whole cost of your holiday, including international flights. It is important to check that the cover is not just for medical expenses, but covers cancellation or postponement in any circumstances, for example, if a close relative is taken ill. We reserve the right to request details of your policy before you travel. It is particularly important that you give us the emergency **Medical Assistance telephone number** so that we can give this to our partners on the ground.

We cannot arrange travel insurance on your behalf but are happy to assist you to find an insurance company. If you choose to travel without adequate travel insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. Please see the UK Foreign Office website on the following link for useful guidance [Foreign Travel Insurance](#).

If you are planning on doing a specialist activity such as scuba diving or horseback riding, you must ensure that this is specifically covered in your travel insurance. You should also make sure that the medical section will cover any pre-existing medical conditions.

If you have an annual multi-trip policy as part of a bank or credit card you should check the amount covered as this will often be insufficient for a holiday in Latin America, including international flights. We recommend that your insurance also covers personal belongings, delays and personal liability.

Please take a copy of your travel insurance policy (including medical cover and emergency repatriation) with you when you travel.

We can provide you with further documents providing insurance advice and may be able to help with the selection of an insurance provider.

HEALTH AND VACCINATIONS

Latin America encompasses most climate zones and some regions can be remote with sparse medical facilities. We can not provide medical advice, it is very important that you consult your doctor or a travel clinic at least 6 weeks before you travel, as some vaccinations can take this time to take effect. Some vaccinations such as Yellow Fever may need to be ordered in advance.

There have been some outbreaks of Yellow Fever in Brazil and elsewhere. Other diseases such as Malaria and Zika Virus are transmitted by mosquito bites and we advise all our guests to take a good insect repellent and take sensible precautions to avoid bites. For up to date medical advice we advise you to look at the Medical Advisory Service for Travellers Abroad [MASTA](#).

For a country by country advice on a range of medical issues please also refer to [Travel Health Pro](#).

ALTITUDE SICKNESS

At altitudes over 10,000 ft / 3,000 metres most travellers will experience some breathlessness and dizziness, but this should improve quickly with acclimatization over a few days. However, some people can suffer from quite severe headaches,

and this coupled with the dry atmosphere and intense sunshine at altitude can be debilitating. It is important to let us know if you have suffered before with altitude sickness. Where possible, our itineraries bring our guests up to high altitude in stages to acclimatize them as much as possible. Where appropriate let your guide know so that you can keep physical exertion to a minimum, take lots of water with you and make frequent stops. In the high Andes of Peru, Bolivia or Argentina you may well be offered an infusion of coca leaves to temper the effects of altitude; this is perfectly safe to drink but don't try and bring any coca tea bags home with you, they are prohibited at borders.

MEDICAL KIT

There are good pharmacies in most major towns and cities in Central and South America and you should feel free to ask your guide to help you if you need to buy any medicines. We would recommend that you take with you insect repellent and insect bite ointment, pain killers and rehydration salts such as Dioralyte. At altitude we recommend a minimum of SP50 sun cream and after-sun lotion.

SECURITY

At Miraviva we work closely with our partners to ensure that our guests enjoy a safe and trouble-free experience. In the larger cities opportunistic crime is quite common and we advise people to keep valuable items such as mobile phones out of sight and to keep bags closed. Pay attention when drawing money out of ATMs and try not to carry too much currency in cash. Overall the situation is not any worse than one might expect in some large European or US cities.

As a general rule we advise our guests to ask the hotel to call a taxi rather than hail one on the street as a number of taxis are unregulated.

Do not wear noticeable jewellery or carry expensive items with you when you are walking in public spaces or travelling on public transport. Mobile phones should be concealed in your bag or pocket at all times.

In the very unfortunate circumstance that someone tries to rob you in the street or steal any

bags, do not resist in any way. Remember that your belongings will be insured.

In some countries there may be areas where tourists are not advised to visit unless absolutely necessary. This information is well covered by the UK Foreign and Commonwealth office see [UK Foreign Office Travel Advice](#). We advise our guests to refer to this if they have any concerns and let us know. We only send our guests to established tourist destinations which are considered safe.



PASSPORT AND VISAS

Please check that your passport has at least **six months** to run after your return date from Latin America. If it is any less than this you will need to renew your passport before travelling. As a rule, European citizens do not require visas for short stay holiday visits in most Central or South American countries, but you should ask us or check on the internet if in any doubt. USA citizens may require a visa for some countries but these can normally be arranged online.

It is your responsibility to ensure you have the correct documentation for all sectors of your trip, including an ESTA Certificate if you are an overseas visitor travelling through the USA.

You should carry a photocopy or screenshot of your passport at all times. In some countries it is a legal requirement to carry identification on you, although this is only generally asked for if you are driving a car.

When you fly into some Latin American countries you will be given a customs form to fill in whilst you are still on the plane. It is important to keep this safe during your holiday as you will need to show it on exit from the country. It is probably best not to keep it in your passport.

SPECIAL REQUESTS AND REDUCED MOBILITY

It is essential that you advise us at the outset of making an enquiry if you have any disability or medical condition which could affect the performance or safe execution of a holiday. Some of our destinations are remote and at some hotels and lodges the access to rooms may be by a number of steps or sloping paths. Provided we are informed of any restrictions we can advise you accordingly and select appropriate hotels and destinations.

Special dietary requirements should be noted on your booking form. We will pass this information on to hotels and service providers but we cannot make any guarantees in this respect. If you have any serious allergies you should notify both ourselves and any hotel, airline or cruise operator directly as well.

FLIGHTS

We request that unless otherwise agreed, our guests book and pay for their own international flights. We are delighted to advise on routes and assist you with the selection and purchase of tickets.

Most domestic and regional flights in South America are operated by established carriers with modern aircraft and flying is much the most efficient way of travelling around the continent. However, there are a complex variety of fares and flight schedules change frequently. We mainly purchase 'inclusive tour' fares that are very competitively priced but they are generally inflexible and the tickets cannot be refunded once issued. If flexibility or additional luggage allowances are important for you please notify us before we book your flights.

Most quotes for air fares can only be guaranteed once the tickets have been issued and we therefore reserve the right to amend a quote for an air fare until the tickets have been purchased and paid for.

Many domestic routes operate only economy class, but there may be a business section at the front of the plane on regional flights. The comfort in business class is a little more space and complimentary refreshments, and quicker

check-in at airports. We ask our guests to check-in themselves and make their own seat reservations.

Please make sure to let us know if you are members of any frequent flyer club and give us your frequent flyer numbers so we can add these to your booking. If you want to use accumulated points to purchase an air ticket then it is your responsibility to book this directly with the airline in question.

RATES

All quotes are in US\$ unless otherwise agreed. Currency rates can change rapidly without notice and we reserve the right to make adjustments if necessary.

ATOL PROTECTION

We hold an Air Travel Organiser's Licence (ATOL) issued by the Civil Aviation Authority (ATOL number 10722). All the flight-inclusive holidays that we provide are financially protected by the ATOL scheme. When you pay, you will be supplied with an ATOL Certificate. Please check to ensure that the booking reference shown on it matches your booking and that all your flights are listed on it. Please see Section H2 of our Booking Conditions.



LATA

We are members of the Latin American Travel Association and participate in the LATA Safety Scheme which aims to monitor the most common areas of safety risk for accommodation, transport and cruises throughout Latin America.



Booking Terms & Conditions

BOOKING CONDITIONS

These booking conditions apply to all holidays which are confirmed as accepted by us on or after 30 September 2019.

INTRODUCTION

Your contract is with Miraviva Travel Limited, a company registered in England and Wales with number 08147096 whose administrative office is at 60 The General, Guinea Street, Bristol BS1 6SD. In these booking conditions, we, us and our means Miraviva Travel Limited and you and your means all persons named on the quote and the travel plan or any of them as applicable (including anyone who is added or substituted at a later date). Your contract incorporates these booking conditions, the general information above and the most recent quote and travel plan we have sent to you. By making a booking with us you confirm your acceptance of these booking conditions, the general information and the quote and travel plan.

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.

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 holiday specified in the quote and travel plan on the basis of these booking conditions and the general information. 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 (b) the issue of tickets

in your name. Prior to doing so, we 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 send you as soon as you receive them. Contact us immediately if any information 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 If we are arranging air travel we may not be able to confirm your exact air arrangements at the time of booking due to airline 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. Please also note we cannot confirm or guarantee specific airline seat numbers.

A1.4 Any contract is with the "Lead Name" as shown on the booking form (Lead Name). We can only accept a booking if the Lead Name is at least 18 years old on or before the date of departure.

A1.5 The Lead Name is responsible for ensuring that all other members of his/her party are aware of these booking conditions and the quote and travel plan and that in submitting a booking the Lead Name is confirming that all other members of his/her party have consented to him/her acting on their behalf in dealings with us.

A1.6 We accept payment by bank transfer. We can also accept payment by cheque by prior agreement. No other payment method is accepted.

A2. OUR PRICE POLICY AND PAYMENT TERMS

A2.1 We reserve the right to alter prices shown in a quote 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, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these booking conditions. If we increase the cost of your holiday we refer to this as a surcharge. If we decrease the cost of your holiday we refer to this as a refund.

A2.2 When you make your booking you are required to pay a deposit of 30% of the total price unless we advise you that a different deposit is required. For example, depending on the individual hotel terms or for certain types of accommodation such as villas and cruises, full pre-payment may be required at the time of booking. If this is the case we will advise you of the additional deposit required.

If your holiday is due to commence within 8 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 holiday must be paid at least 8 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.

A2.3 Once you have paid your deposit and our Confirmation Invoice and/or ATOL Certificate is issued we will only impose a surcharge if the change is solely to allow for an increase which is a direct consequence of changes in:

A2.3.1 the price of the carriage of passengers resulting from the cost of fuel or other power sources;

A2.3.2 the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and

A2.3.3 the exchange rates relevant to the holiday.

A2.4 If, before the start of the holiday, the cost of any of the items referred to in clauses A2.3.1 to A2.3.3 (inclusive) above decreases we will refund a sum equal to the corresponding decrease less our

administrative expenses incurred as a result of the reduction in price. At your request, we will provide proof of any expenses so deducted.

A2.5 We will notify you in writing of any surcharge or refund arising as a result of the matters referred to in clause A2.3 including a justification and a calculation for that surcharge or refund (as the case may be) as soon as is reasonably possible and, in the event of a surcharge, at the latest 20 days before the start of the holiday.

A2.6 If the increase referred to in the circumstances in clause A2.3 above would be 2% or less of the total price shown on your Confirmation Invoice and/or ATOL Certificate (excluding insurance premiums and any amendment charges), we will absorb the changes in our costs described in clause A2.3 above and will only levy a surcharge on any increase above that level. If any change in our costs would cause a reduction in the price, we will not make refunds of amounts less than 2% of the price (calculated as above), but we will refund in full amounts exceeding 2%, less any administrative expenses we have incurred. If any surcharge notified to you pursuant to clause A2.5 is in excess of 8% of the total price you may accept the proposed changes or terminate the contract and receive a full refund of all monies you have paid to us. If you do not notify us within 14 days from the date specified on any surcharge notified to you pursuant to clause A2.5 we are entitled to assume that you will pay the surcharge which must be paid with the balance of the cost of the holiday or within 14 days of the date specified on any surcharge notified to you pursuant to clause A2.5

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

A3.1 The detail of what is included in the cost of your holiday is set out in the most recent quote and outline travel plan that we sent to you.

A3.2 The most recent quote and travel plan also identifies specific items which are not included in the cost of your holiday and generally, in addition, items such as laundry, tipping and table reservations are not included in the cost of your holiday.

B. CHANGES AND CANCELLATION BY US

B1. IF WE CHANGE YOUR HOLIDAY 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, particularly where holidays are planned well in advance, (for example slightly modified flight times or routes) and we reserve the right to make these changes. Most of these changes are minor and we will inform you of them in writing in a clear, comprehensible and prominent manner.

However, if we consider them a "Significant Change" we will endeavour to advise you as soon as reasonably possible. A Significant Change is where we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services and 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 travel plan. 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 in the travel plan 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, before your departure, we have to make a Significant Change we will endeavour to contact you as soon as possible to advise you of any change and we will, if possible, provide you with the three alternatives referred to in clause B1.3.

B1.3 The three alternatives are:

B1.3.1 an alternative holiday of equivalent or of very closely similar standard and price, if available;

or

B1.3.2 an alternative holiday of a lower standard together with a refund of the difference in price; or
B1.3.3 cancel your holiday with a full refund of all monies paid.

B1.4 In all three cases above, compensation will be paid as detailed in clause D1 below unless the change:

B1.4.1 occurs as a result of circumstances attributable to a third party unconnected with the provision of the services included in the contract and is unforeseeable or unavoidable; or

B1.4.2 is due to unavoidable and extraordinary circumstances where clauses E1 and H1 will apply.

B2. IF WE CANCEL YOUR HOLIDAY

B2.1 In the unlikely event we need to cancel your holiday we will tell you as soon as possible. However, we will not cancel your holiday 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 holiday we will, if possible, provide you with three alternatives referred to in clause B1.3.

B2.2 In all three cases referred to in clause B1.3, compensation will be paid as detailed in clause D1 below unless we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where clause B2.3 applies.

B2.3 We regret that some travel packages can only be operated if a sufficient number of people book them. We will advise you at the time of booking if any holidays are dependent on there being sufficient demand. If there is insufficient demand, we have the right to cancel the holiday in question. If we must do so, 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 B2.3, 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 you have been offered the options set out in clause A2.6, clause F1.2 or clause B1.3, you are expected to advise us which proposal you wish to accept within seven (7) days of being notified. If you have not notified us within seven (7) days then we will write to you to obtain confirmation of your choice of the options available. If you fail to respond within a further seven (7) days, we will cancel your holiday and refund all payments made by or on behalf of you.

C. CHANGES AND CANCELLATION BY YOU

C1. IF YOU CHANGE YOUR HOLIDAY

C1.1 If you want to change your holiday in any way you 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 £150 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 change to your departure date, airport, transport, destination, accommodation, or length of travel has to apply to all members of your booking unless we agree otherwise in writing.

C2. IF YOU CANCEL YOUR HOLIDAY

C2.1 If you wish to cancel all or part of your holiday, you must write to us. If some or all of your party cancel their holiday or we are entitled to treat your holiday 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 holiday.

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.

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 holiday booking is unable to go for any reason or decides that he/she does not want to travel, you may transfer the whole holiday or the place on the holiday 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 7 days before departure;

C2.4.2 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;

C2.4.3 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 holiday before the change can be finalised. If the full cost of the holiday 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 holidays or places on holidays within the period of 7 days immediately prior to departure without cancelling the original holiday (and thereby incurring cancellation charges pursuant to clause D1) and rebooking.

C2.5 The cost of your holiday (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 holiday the APC Sum is not refundable in any circumstances.

C2.6 If any person on the holiday 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.

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. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office has, since the date of your booking, advised against travel to your destination or its immediate vicinity. 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.

D. CHANGES, COMPENSATION AND DELAYS

D1. CHANGES AND CANCELLATION CHARGES

The following table sets out the sums payable to us or you in the circumstances referred to in clause B1.4, clause B2.1 and clause C2.1 save that no compensation will be paid 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	Cancellation Charge if you cancel subject to a maximum of 100% of the Total Price
More than 56 days	£10 per person	Return of all monies paid	15% of the Total Price plus our Unrecoverable Costs
7-56 days	£20 per person	Return of all monies paid	25% of Total Price plus our Unrecoverable Costs
Less than 7 days	£30 per person	Return of all monies paid plus £30 per person	25% of Total Price plus our Unrecoverable Costs

“Total Price” means the total price payable by you for the holiday 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.

“Unrecoverable Costs” means a sum equal to:

- (i) any additional deposit as referred to in clause A2.2 which is likely to be non-refundable in the event of cancellation; and
- (ii) any payments and direct charges we are contractually required to make to third parties in connection with your holiday (to the extent not already paid under clause A2.2 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. Full details of these rights will be publicised at EU airports and will also be available from airlines. 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. A delay or cancellation of 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.

If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment.

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 THE REGULATIONS

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 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 holiday.

E. LIMITATION OF OUR LIABILITY TO YOU

E1. We are responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by us or by other travel service providers. If the contract we have with you is not performed or is improperly performed by us or our suppliers and we or our suppliers are not able to remedy any non-conformity within any reasonable period specified by you we will pay you appropriate compensation if this has affected the enjoyment of your holiday. 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 holiday 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 holiday.

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 holiday 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 holiday 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. The provisions of clauses E1 to E5 inclusive are in addition to any other limitation of liability contained in these booking conditions.

E7. Nothing in these booking conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H.8 (including any rights under the Regulations).

F. YOUR RESPONSIBILITIES

F1. SPECIAL REQUESTS

F1.1 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 us 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 holiday, 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.

F1.2 If, before the start of the holiday, we cannot fulfil any special requirements which we have specifically confirmed in writing pursuant to clause F1.1 we will notify you in writing as soon as is reasonably possible (with details of the proposed changes and, where appropriate, any impact on the price) and you may accept the proposed changes or terminate the contract and receive a full refund of all monies you have paid to us.

F2. YOUR DOCUMENTATION

F2.1 You are responsible for familiarising yourself with the travel plan and the arrangements set out in it. We will not accept any liability nor pay you any compensation where you have failed to do so and are unhappy with the arrangements provided as a result (provided such arrangements have been provided to you in accordance with the travel plan subject to any limitations and exclusions outlined in these conditions). We would also recommend you print off copies of the Confirmation Invoice and/or any ATOL Certificate as well as your travel plan and take them with you.

F2.2 You are also 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 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.

F2.3 Many of the airlines that provide the flight element of the arrangements we sell impose

finances 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, & FCO 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 us well in advance of travel commencing.

F3.2 Individual airline policies differ in respect of air travel when pregnant. If you or any member of your group is or becomes pregnant prior to the start of your holiday, 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 holiday (including, in particular, any accommodation requirements) at the time of booking. If in our reasonable opinion, your chosen holiday is 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 holiday is 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. For further information please see our general information section on Passengers with Health Issues, Disabilities, Impaired Mobility or Other Special Needs or contact us on marc@miravivatravel.com or Tel: 0117 230 0170.

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. It is advisable to take out your travel insurance at the time of booking your holiday so any relevant cover will commence from the policy issue date for cancellations, such as illness or serious accident, before your departure date.

We strongly recommend that you and all members of your party are adequately insured, providing financial protection against unforeseen circumstances. Cover should include, for example, personal liability and personal accident and medical expenses, as well as repatriation, in the event of accident or illness. In addition, we strongly recommend that you have adequate cover for personal belongings, delay at your outward or homeward point of departure, overseas legal expenses and cancellation. If you are undertaking any sports or adventurous activities on your trip, including trekking, you should also make sure that your policy covers these. Please also ensure you read the policy conditions and exclusions.

Once you have a travel insurance policy in place, please let us know who your insurance company is and your policy number so we are able to support you should an emergency situation arise.

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 holiday 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 holiday 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 and/or water borne travel that form part of your holiday 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 is 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 any difficulty during the course of your holiday 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.

G. IF YOU HAVE A COMPLAINT

If you have cause for complaint whilst travelling, you must bring it to the attention of the local representative without undue delay. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at Miraviva Travel Limited, 60 The General, Guinea Street, Bristol BS1 6SD or by email to marc@miravivatravel.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 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 holiday and this may affect your rights under this contract.

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 holiday 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.

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 holiday. 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 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 Marc Eschazier at Miraviva Travel Limited, 60 The General, Guinea Street, Bristol BS1 6SD or by telephone on 0117 230 0170. 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 conditions.

H4. JURISDICTION/GOVERNING LAW

For the purposes of the ADR directive we do not belong to an approved ADR provider. Accordingly 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 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.

H5. 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.

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. Miraviva Travel Limited will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Miraviva Travel Limited have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.

Key Rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- 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.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant 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:
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 - For flight inclusive holidays: Civil Aviation Authority of 45-59 Kingsway, London WC2B 6TE, www.caa.co.uk, telephone: 0330 103 6350, email: claims@caa.co.uk

THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018 can be found at: www.legislation.gov.uk/ukxi/2018/634/contents/made