



BLUE CRUISE BOOKING FORM



Blue Cruise Limited
Cumberland House
80 Scrubs Lane
London NW10 6RF

Tel: 020 8968 7770

Email: gulet@bluecruise.co.uk

Booking ref:

Departure date:

Please complete this booking form and return it to us by email or post

Passenger 1 (Group Leader)			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 2			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 3			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 4			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 5			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 6			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 7			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 8			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 9			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 10			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue

Passenger 11			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 12			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 13			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 14			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 15			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue
Passenger 16			
Name	Surname	Date of Birth	Nationality
Passport Number	Date of Issue	Expiry Date	Place of Issue

TRAVEL INSURANCE

You must take out adequate travel insurance for your holiday. Please sign to confirm that you have travel insurance in place for this booking.

Signature Date:

DECLARATION *(to be completed for and on behalf of all passengers by the group leader)*

I certify on behalf of the person(s) included on this form by whom I am authorised to make this booking, that I/we have read and agree to the booking conditions (and the conditions of the insurance where applicable) and that my/our booking is made subject to those conditions and that I am over 18 years of age. Persons under 18 must have signature confirmed by parent or legal guardian.

Name (Block letters please):

Address:

.....

Telephone (Home): Mobile:

Signature Date:

HOLIDAY DETAILS:

Departure date: Departure airport: Arrival airport:

Gulet: No. of nights: Board basis:

SPECIAL REQUIREMENTS:

Details of any special requests e.g dietary requirements should be given here. Please note that special requests cannot be guaranteed.

PAYMENTS AND DEPOSITS:

Deposit amount:

Total amount enclosed:

Cheques should be made payable to BLUE CRUISE LTD. We accept all major credit cards including American Express. Our bank details should you wish to make a transfer are BLUE CRUISE LTD, 211 564 38, 40-07-28 sort code.

BLUE CRUISE BOOKING CONDITIONS



1. BOOKING AND PAYMENT

All bookings are made and accepted subject to the terms set out in these booking conditions. When you instruct us to confirm your booking verbally or in writing we will do so immediately, and you must pay your deposit at that time.

We hold an Air Travel Organiser's Licence No.4171 issued by Civil Aviation Authority which provides for your financial protection and if applicable, reparation in the event of our insolvency. When you make a definite reservation your completed booking form must be accompanied by a deposit of 30%-50% of the total amount for the majority of holidays in Turkey or 50% for Yacht charters in Croatia. We allow 7 days from confirmation of the booking for monies to reach us, unless advised otherwise at the time of booking. The person signing the booking form does so on behalf of all other persons named on it and becomes primarily responsible to us for all payments in respect of the booking. The balance of the holiday cost must be received by us at least 8 weeks before the departure date, otherwise we reserve the right to cancel your booking and you could be liable to pay cancellation charges as shown in condition (3).

2. GUARANTEE

Although we reserve the right to increase or decrease brochure prices at any time prior to booking, once you have made your booking and paid your deposit, the cost of your holiday will not be changed.

3. CANCELLATION BY YOU

If you wish to cancel your Gulet booking this must be done in writing from the person in whose name the holiday is invoiced (or the travel agent through whom the booking was made) and sent to us as soon as possible (we recommend recorded delivery). Cancellation is effective from the date notice is received at our office. In addition to the charges shown below you should note that airlines may impose up to 100% cancellation charges subject to the fare rules of the ticket purchased. Some ancillary sales where payment has been made in full may also incur 100% charges. Please note that amendment charges are non-refundable in the event of cancellation.

Period before scheduled departure date within which notification is received by us	Cancellation charge including deposit (but excluding insurance)
More than 8 weeks	Deposit only
6 to 8 weeks	50% of final invoice
4 to 6 weeks	75% of final invoice
Within 4 weeks of travel	100% of final invoice

4. COVID-19 EVENT

Should the following circumstances arise within 21 days of your travel date (considered a 'Covid-19 Event') you will be entitled to change or defer your Gulet charter and we will of course make the necessary arrangements for your new holiday free of charge. Our usual booking terms remain applicable and this promise assumes balances have been paid on their usual due date. Failure to pay your balance will nullify your booking.

- * The UK FCDO (or relevant equivalent Government department) advise against all non-essential travel to your destination
- * The borders at your departure point or borders at your destination are closed
- * You are required to quarantine on arrival at your destination and there isn't the option to forgo this quarantine period by providing evidence of a negative COVID-19 test or of being fully vaccinated.
- * You have a booking to a red-list destination which requires you to quarantine in a hotel on your return.

5. HOLIDAY INSURANCE

As a condition of booking all members of your party must take out holiday insurance to protect you against the possible loss of monies due to unforeseen cancellation. All policies should include full medical cover specific to the individual needs of each member of your party and

the type of activities you and your party will be undertaking as part of your trip as well as cover for repatriation and/or cancellation charges and property loss.

We are unable to accept responsibility for any costs you or any one in your party may incur as a result of failing to take out adequate insurance cover. We do not check individual insurance policies however we reserve the right to request written details (insurer's name, policy number, and emergency contact number) of your policy.

6. CANCELLATION BY US

Cancellation by us may be necessary in exceptional circumstances, or because not enough people have booked your chosen holiday to make it commercially viable. Therefore we reserve the right to cancel your holiday and in this event we will offer you a full and prompt refund of all money paid or an equivalent available holiday. Unless it is necessary to do so as a result of hostilities, political unrest or other force majeure, your holiday will not be cancelled. At the due date, if the client has failed to pay the full balance of the holiday price in accordance with Booking Condition No 1 cancellation charges as per Booking Condition No 3 will apply.

7. CHANGES AND SPECIAL REQUESTS

We will try wherever possible to make any alterations you request. We won't charge an amendment fee and will only pass on any increase in holiday costs that directly result from your changes. Where suppliers allow a postponement but not a refund, we will follow their policy and allow deferral with any applicable charges payable for the amended arrangements but if the amended holiday is cheaper than the original, we will refund the price difference.

Please check all spelling of names as they appear on the passports at the time of the receipt of your confirmation invoice and contact us within 24 hours if you find any inaccuracies as modifications after this period will incur additional costs.

8. DISPUTE

In the unlikely event of there being something not to your liking whilst you are on holiday you must report to our holiday representatives immediately. Our holiday representatives are empowered to resolve problems to prevent them spoiling your holiday. Unless there is a valid reason as to why you failed to report your complaint to our holiday Representatives, then we will not consider ourselves to be liable in respect of those complaints.

If the matter has still not been resolved to your satisfaction on your return to the U.K, then you should highlight your complaint to us within the 28 days of your return. Disputes arising out of, or in connect with this contract which cannot be amicably settled, may (if the client wishes) be referred to arbitration under a special scheme, which, though devised by the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The scheme (details of which can be supplied on request) provide for a simple and inexpensive method of arbitration on documents alone with restricted liability to you in respect of costs. The scheme does not apply to claims over £1500 per person or £7500 per Booking form, or to those which are solely or mainly in respect of physical injury or illness or the consequences of such injury and illness. The rules of the scheme provide that the application for arbitration must be made within 9 months of the date of your return from holiday, although in special circumstances may still be offered outside this period.

9. JURISDICTION

The contract is governed by English Law and you agree to submit to the jurisdiction of the English Courts.

10. SAFETY STANDARDS

The safety standards and regulations overseas are those of the country in question, and not necessarily the same or equivalent standards in the UK. The monitoring, enforcement and compliance with local regulations is carried out by the appropriate authorities in the country

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concerned. We urge you take all reasonable precautions to protect yourself and family whilst on holiday.

11. SAFETY ABOARD GULETS

Bookings are accepted on the understanding that you realize the potential hazards involved in Maritime holidays, particularly in consideration of cruising and staying on board an operating boat. Swimming in the sea is at your own risk and swimmers will not be supervised. Guests are not permitted to enter the saloon or go below deck with wet feet. Smoking below deck is strictly prohibited. Children (all persons under 18 years) should be supervised at all times by Parents or Guardians. This is not the responsibility of crew members.

12. ALTERATION BY THE COMPANY

The arrangements featured in this brochure are planned many months in advance and amendments do occasionally become inevitable. In the majority of cases such changes would be considered by the company to be minor, in which case the company shall have absolute discretion as to whether the Client is or not notified. Should, in the opinion of the company, circumstances arise that make it necessary, the company reserves the right to place the Client in a Gulet, Hotel or Villa different to that booked, but of comparable standard to that originally booked. If a change the company considers major becomes necessary, the company will inform the Client or the Travel Agent as soon as is reasonably possible if there is time before departure. A major change to the holiday arrangements might involve a change of airport, resort area, outward or return time of departure by more than 12 hours, or the offer of accommodation of a lower standard than booked. In such instances the Client may choose to:

- Accept the changed arrangements as notified
- Purchase another available holiday from the company
- Cancel the holiday.

If the client accepts alternative a) or b) above, the company will pay compensation on the scale shown below. If the Client accepts alternative c) above, the company will refund all the monies paid in addition and will pay compensation on the scale shown below. In no case shall compensation be payable if the alteration is made as a result of Force Majeure.

Period before scheduled departure within which a major change is notified:	Compensation per passenger (excluding infants):
More than 56 days	Nil
29-56 days	£10
14-28 days	£25
0-13 day	£25

For the avoidance of doubt, flight delays are not considered to be alterations by the company. Provided the company complies with the terms of this Booking Condition to the best of its ability, the company will not be liable for any breach of contract or claim that may arise as a result of any inconvenience suffered. All flight timings are provided by the airlines concerned and are guidelines only and subject to change due to air traffic control restriction, weather conditions, operational and maintenance requirements.

13. CONDITIONS OF CARRIAGE

The contractual terms of the companies that provide the transportation of your travel arrangements will apply to this contract. These may contain terms that affect your rights to compensation. You may ask for copies of the relevant conditions of carriage from our offices.

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14. LIABILITY OF THE COMPANY

a) The company accepts responsibility should the services it is contractually obliged provide deficient or not of reasonable standards. This will not apply in circumstances amounting to Force Majeure and/or any illness, injury, death, loss (for example of enjoyment), damage, expense, cost, or sum which results from the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the

provision of your holiday and which were unforeseeable and/or unavoidable.

b) The company is only liable for death, personal injury or illness arising as a direct result of the negligent acts or lack of reasonable care by employees, agents or servants, subcontractors and suppliers acting in the course of their employment and on the company's business.

c) Any claims made pursuant to (a) and (b) above must be notified to the company within 3 months of return from holiday and shall be subject to English law. The Client must assign to the company all rights against any party to the claim and must give the company and its insurers full assistance in claiming against such a party.

d) The company will, where possible offer every reasonable assistance should a client suffer illness, personal injury or death arising out of an activity which does not form either part of the holiday arrangements or an excursion booked through the company. This assistance will include, where possible, advice, guidance and at the company's discretion, where appropriate, initial financial assistance subject to an overall aggregate limit of £5000 for all persons named on the Booking Form.

15. BROCHURE DESCRIPTION

Every effort has been made to ensure that the descriptions and information in this brochure are accurate at the time of going to press. However, there could be times when changes to the advertised facilities like watersports may be affected by weather conditions, bars and discotheques may not start at the very beginning or late in season. All Gulets featured in our brochure are designed to give you an overall impression of a typical Gulet. This means that each Gulet has its own individual design, shape, size and appearance. We reserve the right to substitute an alternative craft of similar specifications if we believe it to be necessary or appropriate. However, when we are advised of any significant or long term changes, we will inform you at the time of booking or, if you have already booked, we will contact you before your departure if there is time. Photographs show the Gulets with sails hoisted however you are reminded that Gulets operate with motors so the sails are largely aesthetic. Gulets are not air-conditioned during the night when the power to the generator is switched off.

16. MEDICAL CONDITIONS

If you or a member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. Where travel and health documents are necessary to comply with the requirements of any country you may wish to visit, then it is your responsibility to provide them. If failure to obtain such document results in fines, surcharges or other financial penalties being imposed upon us then you shall reimburse us accordingly. You must ensure by consulting your own doctor if necessary, of specific health precautions deemed prudent for the country/resort you intend to visit and the appropriate medication/inoculations complied with. You may be required to obtain permission from your doctor to travel, or as a condition of your travel insurance disclose any existing medical conditions to your insurer.

17. PASSPORT INFORMATION

Non-British passport holders must refer to the embassy of the country they wish to visit to establish what (if any) visas they require. It is your responsibility to check and fulfil the passport, visa, health, and immigration requirements applicable to your itinerary. British passport holders are no longer required to purchase a visa prior to arrival in Turkey and may stay for a maximum of 90 days within a 180 day period. In all cases passport holders should have a minimum of 6 months validity on their passports.

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18. FLIGHT INFORMATION

Flights are scheduled to be operated by Tui Airways, Jet 2, Pegasus, EasyJet, BA and Turkish Airlines however we reserve the right to change airlines and aircraft type without notice. Such changes will not be regarded as "significant" and you will not be entitled to cancel your holiday without paying the appropriate cancellation charge. Occasionally we may have to make a significant change (including cancellation) to your holiday after confirmation. Significant changes are as follows: Change of UK departure airport (other than Gatwick, Heathrow, Stansted or Luton which are all classified as a London airports), or a single change of your time of departure from or to the UK by more than 12 hours. All flight timings are subject to Civil Aviation Authority approval and, therefore, final timing should be taken from your flight tickets. You are advised to check-in a minimum of two hours before departure. Late arrivals may be refused boarding by the airline and Blue Cruise cannot take responsibility for this. Delays to flight departures are not the responsibility of Blue Cruise and you should take appropriate holiday insurance to cover you against this.

IMPORTANT NOTE

Compensation will not be payable if we are found to cancel or in any way change your holiday due to war, or threat of war, Riots, Civil commotion, Industrial disputes, Disaster, Terrorist activities, Technical or other problems with transportation, Closure of airports or seaports, alteration or cancellation of scheduled services.

19. TRAVEL DOCUMENTS

Provided we have received full payment for your trip we will send you your travel documentation approximately 14 days prior to departure. Flight tickets are usually in the form of an e-ticket and we do not issue vouchers for transfers.

20. DATA PROTECTION

For the purposes of the Data Protection Act 1998, we are a data controller. In order to process your booking and provide your holiday we need to collect certain personal details from you and pass these on to suppliers and other third parties including airlines, hotels, and transport companies. These details will include where applicable the names and addresses of party members, credit/debit card or other payment details, and special requirements such as those relating to any disability or medical condition. We will not however pass any information on to any company and/or organization not responsible for providing any part of your travel arrangements unless required to do so by law.

21. Blue Cruise will not reimburse any customer who changes or does not utilise any part of the package arrangements which they have booked and paid for with this company.

22. Blue Cruise reserve the right in its absolute discretion to terminate without notice the holiday arrangements of any Blue Cruise passenger whose behaviour is such that it is likely in the opinion of Blue Cruise to cause distress, damage, annoyance or danger to any third party. In the event of such termination, no compensation will be paid.

23. It is your responsibility to inform us of any dietary requirements you may have. In particular we must be informed in advance of any and all food intolerances or allergies prior to embarkation. Please note that some products available in the UK may not be available at your destination. Please contact us to discuss your particular dietary requirements.

24. We reserve the right to amend the itinerary, after the point of embarkation and/ or disembarkation due to operational reasons.

All final decisions on board our Gulets are at the Captain's discretion.

25. YOUR FINANCIAL PROTECTION

All the flights and flight-inclusive holidays booked with Blue Cruise are financially protected under the ATOL scheme. Our Air Tour Organisers Licence (ATOL) number is 4171. When you pay you will be supplied

with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) are listed on it. Your ATOL certificate lists what is financially protected, where you can get information on what this means for you, and who to contact if things go wrong.

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 can do so for 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).

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.

Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: <http://www.atol.org.uk/ATOLCertificate>

Blue Cruise Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Blue Cruise Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Blue Cruise Ltd. This insurance has been arranged by Evolution Insurance Company through AVS (Atlas Voyage Secure), a trading name of All Seasons Underwriting Agencies Limited (ASUA).

Claims: In the unlikely event of Insolvency, you must Inform AVS immediately on +44 0203 327 0555 or by email at info@asuagroup.co.uk. Please ensure you retain the booking confirmation as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.