

Booking Conditions

1. BOOKING CONDITIONS

1.1 Your Contract is with Costa Crociere S.p.A (the "Company") who is the organiser pursuant to the Package Travel Package Holidays and Package Tours Regulations 1992 ("1992 Regulations") The "Contract" means the agreement to supply a cruise onboard the vessel or a package as described in the relevant brochure or other documentation published by or on behalf of the Company. "Package" means the cruise and any flights to and from the UK and any pre-cruise and/or post-cruise package which is sold at the same time as the cruise, but not shore excursions or shuttle services.

1.2 These Booking Conditions are the terms and conditions of your Contract. Individual clauses forming the Booking Conditions are independent of each other; the invalidity in whole or in part of any individual clause or paragraph shall not invalidate the Booking Conditions as a whole or any other individual clause.

1.3 All references to "Carrier" is a reference to the registered owners, and operators and managers of the cruise vessels. Carriage by sea is subject to the Carrier's Conditions of Carriage which can be accessed at www.costacruises.co.uk or by requesting the Company to provide a copy. The Carrier's Conditions of Carriage limit the Carrier's liability for death and or personal injury. All Passengers are required to read the Conditions of Carriage which are expressly incorporated into the Holiday Contract and which shall be binding on all Passengers whether they have read them or not. See also the provisions of 13 and 14 below.

1.4 All references to "Suppliers" means any company or individual which provides any service forming part of the Package.

1.5 "Shore Excursion" means any excursion offered for sale by the Company or the Carrier for which a separate charge is payable, whether the Shore Excursion is booked or reserved in the UK prior to commencement of the Package or purchased onboard the vessel.

1.6 "Shuttle Services" means any transportation (ferry, bus, coach or minibus) provided by a third party which may be available to passengers in certain ports.

1.7 "Force Majeure" means unusual and unforeseeable circumstances beyond the control of the Company and/or the Carrier which could not, even with the exercise of reasonable skill and care, provide the Package, or part thereof, including any part of the itinerary and includes without limitation war or threat of war, terrorist activity or the threat of terrorist activity, riots, civil commotion, disaster, Acts of God, natural and nuclear disaster, fire, closure of ports, strikes, other industrial action, medical problems onboard the vessel or at intended ports, lawful deviation at sea, engine breakdown or other emergency and adverse

weather conditions.

2. THE BOOKING

2.1 To request a booking the Passenger must follow the online booking procedure at www.costacruises.co.uk or telephone the Company's reservation line on 0845 351 0552 or contact an authorised travel agent.

2.2 Bookings made via the Internet ("on line") are offered for sale in and the Contract is deemed to be concluded in London, England.

2.3 Acceptance of the booking is subject to availability and no Contract is formed until the Company issues a booking confirmation following receipt of the Deposit referred to in clause 3.1 below.

2.4 The Company at its absolute discretion publishes special offers and discounts which will be subject to time limits, availability and restrictions.

2.5 A travel agency acts as the agent of the Passenger and the Company, and may give the Passenger a copy of the booking only once it has received a booking confirmation from the Company, as referred to in 2.3.

2.6 A Passenger making a booking on behalf of other members of his/her party guarantees that he/she is at least 18 years old and has the legal capacity and authority to make the booking on behalf of all of the Passengers listed at the time of booking and that they are bound by and they shall comply with the Booking Conditions. Each and every person named in the booking is a Passenger and all references in these booking conditions to Passengers will include everyone on that booking.

2.7 The Company does not accept bookings from minors. Subject to clause 2.6 above, bookings for minors must be made by their legal guardians and shall be accepted only if the minor travels with at least one of his/her parents or another adult person who undertakes all responsibility for the minor.

2.8 For reasons of health and safety, pregnant women are advised to seek medical advice before travelling at any stage of their pregnancy. Since the cruise vessels on which Holidays are offered are not equipped for assistance during pregnancy or childbirth, bookings cannot be accepted from Passengers who have entered the 25th week of pregnancy on the disembarkation date. The Company and the Carrier can refuse carriage to any passenger who appears to be in an advanced state of pregnancy.

2.9 For the safety and comfort of all Passengers who are infirm, unwell, have reduced mobility or are disabled or have serious and or life threatening medical conditions which may require specialist treatment it is important that the fullest information is provided at the time of booking. Passengers with

a physical or mental disability requiring special treatment or assistance (including persons confined to wheelchairs, and/or requiring cabins equipped for disabled persons must, prior to booking, advise the Company in writing of the nature of the disability, any medical apparatus they need to bring on board and/or any special medical and/or other assistance they may need and/or whether they require equipped or disabled Passenger cabin. All such bookings therefore must be subject to the confirmation in writing of the availability of suitable accommodation and or equipment and or, if appropriate, subject to the presence of an attendant/companion who is able to assist the disabled Passenger with personal needs and care. The Company or the Carrier may in certain circumstances require that medical insurance covering the cost of all medical care and repatriation is provided as a condition to travel and refuse carriage if this is not available. The Company or Carrier may decline carriage if in their opinion a passenger cannot be carried in a safe and or dignified and or where it would not be feasible to carry a Passenger as a result of the design or operation of the vessel.

2.10 Details of the Cruise or Package that are not contained in the Booking Confirmation, brochure, on Cruise Operator's website or in other means of communication, shall be provided by the Company to the Passenger, in good time before the start of the holiday.

2.11 The Company reserves the right to offer alternative or supplemental terms to these Conditions for special types of contract (for example, groups or incentive tours). The particular terms agreed in each individual case will apply to the Contract concluded in addition to or in place of these Conditions.

3. PAYMENT

3.1 A deposit of £100 per person must be paid at the time of booking. The balance must then be paid at least 56 days before departure. For bookings made less than 56 days before departure the total Contract Price must be paid at the time of booking in a single payment.

3.2 Non-payment of the balance of the Contract Price amounts to a breach of the Contract and entitles the Company to terminate the Contract and to apply cancellation charges as set out in paragraph 6.2. Certain air fares are non-refundable. See paragraph 16.2.

3.3 The cruise ticket is a legal document and permits access on board the vessel. The cruise ticket will be delivered to the Passenger after payment of the full Contract Price.

3.4 Any money paid by the Passenger to an agent of the Company is at all times held on behalf of the Company and is protected in accordance with

paragraph 22. If payment is not received by the agent or the Company by the due date, the Company may cancel the booking.

4. PRICES

4.1 The Contract Price includes the services and facilities set out in the brochure and any additional facilities specifically purchased at the time of booking and set out in the Booking Confirmation. Flights and transfers are only included if a Fly + Cruise holiday has been booked. An additional compulsory per person service charge (the "Service Charge") is payable on board at the end of your Cruise Holiday. Details of the currency and calculation of the Service Charge are set out on page 236 of the Useful Information section. There is a 15% service charge on all drinks served at the bar or dining rooms on board the vessels.

4.2 The brochure sets out a lowest available cruise only price per person, referred to as the "ProntoPrice" and a maximum cruise only price per person referred to as the "Full Fare". For each cruise there will be a limited number of cabins available for sale at the ProntoPrice. When these cabins have been booked, remaining cabins may be put on sale at prices higher than the ProntoPrice. The applicable price for a particular Cruise will be advised at the time the booking enquiry is made. Except where paragraph 4.3 applies the Holiday Price will not exceed the "Full Fare" (together with any Fly + Cruise Add On and any Supplements) set out in the brochure.

4.3 No price change to the Contract price will be made within a period of 30 days prior to departure or once full payment has been received by the Company.

4.4 Prices can go up or down. The Company reserves the right to vary the prices at all times prior to those detailed in paragraph 4.2 above to allow for variations in (i) the cost of air transport, (ii) duties and taxes on services included in the Contract (for example, embarkation, disembarkation or landing taxes at ports or airports) since the publication of the brochure, (iii) exchange rates. The Company will absorb any increase which does not exceed a 2% increase in the Contract Price excluding insurance premiums and amendment charges. Where an increase is higher than 2% it will be charged to the Passenger. Any increases will be calculated by reference to the total cost of the variation to the Company divided by its best estimate of the number of Passengers likely to be affected, so as to arrive at a per capita increase. If the increase amounts to more than 10% on the price, a Passenger will be entitled to cancel the contract with a full refund of all money paid. To exercise the right to do so, the Passenger must notify the Company in writing within two days of receiving the price increase

notification.

If there is a fuel cost increase in the cost of marine fuel that is lower than 10% there will be no increase of the cruise price. For fuel cost increase of 10% the price of the cruise (excluding flights, transfers, taxes and any other add-on) will increase by 3%. In case of fuel cost increase higher than 10% the price of the Cruise will increase proportionately, starting from the 3% base.

Please see following examples:

fuel cost increase 15% --> cruise price increase up to 4,5%; fuel cost increase 30% --> cruise price increase up to 9%.

"Full Fare" heading: Prices included in the pricing grids of this preview were determined February 2011, month of the first edition, considering the fuel costs of 394 euro (per tonne average Platts Genoa IFO 380, using a change of 1,00 usd = 0,7478).

4.5 From 1st April 2008, the Civil Aviation Authority requires that an ATOL Protection Contribution (APC) which is currently set at £2.50 per passenger is charged by all ATOL Licence Holders to the Air Travel Trust Fund. The APC becomes payable each time a person books for Air Travel or an Air Package covered by an ATOL Licence. The APC is payable by all passengers who are over 2 years of age on any date of travel. If the booking is subsequently cancelled, the APC remains payable because the customer would have had ATOL protection prior to cancellation. The APC will be added to each booking.

4.6 Prices are charged per person. A single person supplement shall be payable, if following withdrawal or cancellation by other occupants, the Passenger is left as the sole occupant of a cabin.

5. ALTERATIONS

5.1 If, before departure, the Company is constrained to make any significant alteration to an essential element of the Package, including the price, the Company will notify the Passenger immediately. The following are significant alterations: an increase in the price of more than 10% and any alteration of elements that are fundamental to the enjoyment of the Package when considered as a whole. In relation to this clause 5.1 and clause 5.3 the following are not considered as significant alterations: (i) change of airline carriers, flight timetables and itineraries, provided the departure and arrival dates remain unchanged and the Passenger may embark and disembark the vessel as scheduled; (ii) the substitution of the vessel as referred to in clause 5.4; (iii) the modification of the itinerary of the cruise as referred to in clause 5.5; (iv) a change of cabin as referred to in clause 12; (v) a change in hotel accommodation, providing that the hotel is in the same category; (vi) changes to the programme of shows and other forms of entertainment on

board the vessel (vii) delay or cancellation of regional flights.

5.2 A Passenger who is advised of a price increase of more than 10% of the Contract price may withdraw from the Contract and receive a full refund (excluding insurance premiums), or accept the alteration, and its affect (if any) on the Holiday Price. The Passenger must inform the Company of his/her decision in writing (if necessary through the travel agent) within the time specified from the date of notification of the alteration failing which the alteration shall be deemed to have been accepted.

5.3 If, after departure, and for reasons other than the Passenger's own fault, the Company cannot supply a significant proportion of the services envisaged in the Contract, the Company shall make suitable alternative arrangements, compatible with the technical requirements and safe navigation, at no extra cost to the Passenger. If the services supplied are of a considerably lower value than those contracted for, the Company shall refund the difference in value to the Passenger. If no alternative arrangements are possible, or if the Passenger rejects the arrangements made by the Company for good reason, the Company will where appropriate provide, equivalent transport to the departure point, or to another place that may be agreed upon at no extra cost to the Passenger. The Company shall refund the Passenger the value of the services not supplied less expenses sustained by the Company.

5.4 If it is necessary for technical, operative or other good reason, the Carrier may substitute the vessel with another with similar characteristics. The exercise of this right by the Carrier is not a significant alteration as referred to in this clause.

5.5 The Carrier, and, on behalf of the same, the Captain of the vessel, may also modify the itinerary of the cruise for reasons of force majeure, or for reasons of the safety of the vessel or of navigation. The exercise of this right by the Carrier is not a significant alteration as referred to in this clause.

5.6 Except for low cost airline bookings, the Passenger can request the Company for alterations to the Package after it has been confirmed up to 56 days before departure, subject to an administration charge of £40 per Passenger and any additional costs charged to or incurred by the Company as a result of the alteration by the Passenger (i.e. airline ticketing fees). Alterations requested within 56 days of departure will incur cancellation charges.

6. CANCELLATION BY THE PASSENGER

6.1 The passenger may withdraw from the agreement without incurring any penalty only if he or she has been informed of the modification of an essential aspect under the terms of article 5.1 above. In such a case, if the passenger should withdraw from the agreement he or she will have

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the right to make use of an alternative package, or to the reimbursement of the payments already made at the time of the withdrawal. The package that the passenger decides to make use of will have to be of an equivalent or greater value (but without price supplements) to that originally selected. If the Organiser is unable to offer a package of an equivalent or greater value, the passenger will have the right to the reimbursement of the difference.

6.2 A customer who withdraws from the agreement for reasons other than those specified in the previous paragraph will be debited with the following sums:

CRUISES FOR A PERIOD EQUAL TO OR LESS THAN 9 DAYS

Up to 90 days before the departure the cancellation fee will be 100 pound per person
 From 61 up to 89 days before the departure the cancellation fee will be 100 pound per person
 From 56 up to 60 days before the departure the cancellation fee will be 100 pound per person
 From 46 up to 55 days before the departure the cancellation fee will be 100 pound per person
 From 30 up to 45 days before the departure the cancellation fee will be 25%
 From 16 up to 29 days before the departure the cancellation fee will be 50%
 From 11 up to 15 days before the departure the cancellation fee will be 75%
 From 5 up to 10 days before the departure the cancellation fee will be 75%
 From 4 up to 0 days before the departure the cancellation fee will be 100%
 A passenger who withdraws within 1 day of the departure date, fails to turn up in time for departure or withdraws from the voyage after it has begun for any reason will have no right to any reimbursement and will have to pay the price in full.

CRUISES FOR A PERIOD LONGER THAN 9 DAYS

Up to 90 days before the departure the cancellation fee will be 100 pound per person
 From 61 up to 89 days before the departure the cancellation fee will be 25%
 From 56 up to 60 days before the departure the cancellation fee will be 50%
 From 46 up to 55 days before the departure the cancellation fee will be 50%
 From 30 up to 45 days before the departure the cancellation fee will be 50%
 From 16 up to 29 days before the departure the cancellation fee will be 75%
 From 11 up to 15 days before the departure the cancellation fee will be 75%
 From 5 up to 10 days before the departure the

cancellation fee will be 100%
 From 4 up to 0 days before the departure the cancellation fee will be 100%
 A passenger who withdraws within 1 day of the departure date, fails to turn up in time for departure or withdraws from the voyage after it has begun for any reason will have no right to any reimbursement and will have to pay the price in full.

FOR THE AROUND THE WORLD CRUISE ONLY

Up to 90 days before the departure the cancellation fee will be 15%
 From 61 up to 89 days before the departure the cancellation fee will be 25%
 From 56 up to 60 days before the departure the cancellation fee will be 50%
 From 46 up to 55 days before the departure the cancellation fee will be 50%
 From 30 up to 45 days before the departure the cancellation fee will be 50%
 From 16 up to 29 days before the departure the cancellation fee will be 75%
 From 11 up to 15 days before the departure the cancellation fee will be 75%
 From 5 up to 10 days before the departure the cancellation fee will be 100%
 From 4 up to 0 days before the departure the cancellation fee will be 100%
 A passenger who withdraws within 1 day of the departure date, fails to turn up in time for departure or withdraws from the voyage after it has begun for any reason will have no right to any reimbursement and will have to pay the price in full.
 6.3 In the event of cancellation covered by an insurance policy, the Organiser should be notified of this at the same time as notification is issued to the insurer. Any difference between the sums due from the passenger on the basis of the terms of article 6.2 above and the sums paid by the insurance company will be payable by the passenger.

7. SUBSTITUTIONS

7.1 A Passenger who is prevented from proceeding with his/her cruise may substitute another person, provided that: a) the Passenger notifies the Company in writing of the details of the substitute more than 5 working days before the date of departure; b) there is no reason relating to passports, visas, health certificates, hotel accommodation, transport services or any other reason which would prevent the substitute from taking the cruise on the same terms as the Passenger; and c) the substitute pays the Company any reasonable expenses related to the substitution including £40 per Passenger administration charge and any additional costs charged to or incurred by the Company as a result

of the Passenger substitution (i.e. airline ticketing fees and or replacement low cost airline fee).

7.2 The Passenger shall also be responsible jointly with the substitute for the balance of the Contract Price, and also for payment of any expenses as referred to in clause 7.1 (c) above.

7.3 The cruise ticket is transferable only if the conditions set out in Clause 7.1 and 7.2 above are complied with.

7.4 The Company accepts no liability for refusal of any suppliers of services included in the Holiday to accept a substitution even if it complies with clause 7.1. The Company will however promptly advise the Passenger of this.

7.5 The Company will regard a request for substitution in circumstances other than those referred to in clause 7.1 above, or notification of substitution 5 days or less before the date of departure as a cancellation and a new booking by the Passenger/substitute. In such circumstances the withdrawing Passenger will be obliged to pay the cancellation charges set out in clause 6.2 above and the substitute will be liable to pay the full Price applicable at the date of booking/substitution.

8. CANCELLATION BY THE COMPANY

8.1 If, before departure, the Company notifies the Passenger of cancellation of the Holiday for any reason whatsoever, the Company shall if possible (and unless the cancellation is due to the fault of the Passenger) offer the Passenger a replacement holiday. The Passenger shall have the right to choose either to take this replacement or to receive a refund as set out in the clauses below. The replacement holiday will be of equivalent value to that cancelled. If the Company is unable to offer a replacement holiday of equivalent value, the Passenger will receive a refund.

8.2 Except in situations beyond the Company's control (force majeure) or upon failure to reach the minimum number of participants for the Holiday and where the Passenger cannot be offered or refuses a replacement holiday the Company will pay compensation on the following scale:

55 to 46 days before departure £10 per person
 45 to 16 days before departure £20 per person
 15 to 11 days before departure £30 per person
 10 days or less before departure £40 per person.

8.3. In situations of force majeure or upon failure to reach the minimum number of participants if the Company cannot offer the Passenger a replacement holiday or if that replacement is refused by the Passenger, the Company shall only be liable to refund any monies actually received from the Passenger (less any insurance premiums). The Company shall not be liable to the Passenger for any other costs which may have been incurred including but not limited to car parking charges, rail and other transport charges, hotel reservations.

9. PASSENGERS' DUTIES

9.1 Each Passenger warrants that he/she is physically and mentally fit to travel by sea and by air taking into account the length of any flights, the vessel's itineraries and periods at sea. Any Passenger with a condition that may affect fitness to travel must submit a doctor's certificate prior to booking confirming that the passenger is able to participate in the particular cruise itinerary. In respect of conditions which develop after booking then the Passenger shall submit the required doctor's certificate at least 14 days before the cruise.

9.2 The Company and the Carrier reserve the right to require any Passenger to produce at any time medical evidence of fitness to travel on the cruise. The Company reserves the right to refuse passage to any Passenger who has failed to adequately notify the company of any illness and/or disability and/or need for assistance or who in the opinion of the company is unfit for travel or whose condition may constitute a danger to themselves or others on the cruise or who has been refused medical insurance for the Package.

9.3 Each Passenger must have an individual passport and/or other document, valid for all the countries included in the itinerary, and also tourist and transit visas and health certificates that may be required. Further important information on travel documents is set out in the Holiday Information section in the brochure. It is the Passenger's sole responsibility to ensure that all travel documents are valid and that all necessary visas, consents etc are obtained for the entire cruise itinerary. The Company incurs no liability in checking any such documents at the time of boarding or subsequently.

9.4 Passengers' behaviour must not compromise the safety, peace and enjoyment of the cruise by the other Passengers. Passengers must act prudently and follow all instructions issued by the Carrier and comply with any administrative or statutory regulations that apply during holiday.

9.5 The Company and/or the Carrier and/or the health authorities in any port shall be entitled to administer a public health questionnaire on their own behalf. All Passengers shall supply accurate information regarding symptoms of any illness including but not limited to gastrointestinal illness and or H1N1 virus. The Carrier may deny boarding to any Passenger that it considers in its sole discretion to have symptoms of any illness including viral or bacterial illness including but not limited to Norovirus or H1N1 virus. Refusal by a Passenger to complete the questionnaire may also result in denied boarding. Passengers who are denied boarding will incur 100% cancellation charges and will have to make a claim under their

travel insurance.

9.6 Where Passengers become ill on board the vessel with viral and/or bacterial illness the ship's doctor may request them to remain in their cabin for the duration of illness for reasons of health and safety. A refusal by any Passenger to remain in their cabin may result in the Carrier disembarking the Passenger for reasons of health and safety and or pursuant to paragraph 10.

9.7 Passengers must not bring live animals, firearms, ammunition, explosives, or inflammable, toxic or dangerous substances on board any vessel, without the written consent of the Company. Passengers must notify the Company if a guide dog or other service animal is required. Permission must be given by the Carrier in writing.

9.8 Passengers shall be liable for any damage suffered by the Company and/or Carrier and/or any supplier of any service that forms part of the Holiday as a result of the Passenger's failure to comply with this clause 9. In particular, the Passenger shall be liable for all damage caused to the vessel or to its furnishings and equipment, for injury or loss to other Passengers and third parties, and also for all penalties, fines and expenses attributable by the Passenger that the Company, Carrier or supplier may be liable to pay to the port, customs, health or other authorities of any country whatsoever.

9.9 The Passenger must provide the Company with all documents Passenger and information in his/her possession that may be needed by the Company to exercise a right of subrogation for the Passenger (as referred to in clause 13 below) towards third parties that may be liable for any loss suffered by the Passenger. The Passenger is liable to the Company for any prejudice to the right of subrogation caused by failure to comply fully with this clause.

9.10 Passengers must provide the Company with all information it requests to allow it or any suppliers of services that make up the Package to fulfil their obligations relating to security.

10. POWERS OF THE CAPTAIN

10.1 The Captain of the vessel may navigate without a pilot, take on a tow and assist other vessels in any circumstances whatsoever, deviate from the ordinary route, enter any port (whether it is on the itinerary vessel or not), and transfer the Passenger and his/her belongings to another vessel for the continuance of the voyage.

10.2 For the safety of the ship and its navigation Passengers are subject to the disciplinary powers of the vessel's Captain. If, in the Captain's opinion, a Passenger is unable to continue the voyage or is a danger to the security, the health or the safety of the vessel, the crew or other Passengers, or if his/her conduct is such as to compromise the enjoyment of the cruise by other Passengers, the

Captain may, as appropriate, a) refuse to allow the Passenger to board the vessel, b) disembark the Passenger at an intermediate port, c) refuse to allow the Passenger to go ashore at an intermediate port, d) refuse the Passenger access to certain areas of the vessel or participation in certain activities on board. Air carriers or other suppliers of services may take similar steps (as set out in law or in their conditions of carriage). The Company accepts no liability to the Passenger in such circumstances.

10.3 The Company, Carrier and the Captain of the vessel may carry out any order or instruction issued by or on behalf of any Government or State Authority or who may otherwise have the right to issue orders or instructions in relation to war risks insurance coverage of the vessel. All acts or omissions of the Company, Carrier or the Captain in the execution or as a result of such orders or instructions, shall not be regarded as improper performance of the Package. The disembarkation of Passengers and luggage in accordance with such orders or instructions releases the Company from any responsibility whatsoever for the continuance of the voyage or for the repatriation of the Passengers.

11. SECURITY AND LIENS

The Company and or the Carrier may withhold and use as security the luggage or other belongings of the Passengers as credit for the payment of any sums incurred by the Passenger in relation to the Package holiday. Should the Passenger fail to pay sums due for any reason whatsoever, the Company and or Carrier may sell the Passenger's luggage and/or other property up to the amount due, if necessary by public auction, without the need for the permission of the court.

12. ACCOMMODATION ON BOARD OR IN HOTELS

12.1 Cabin sizes and layout will vary. The Company or Carrier may provide the Passenger with an alternative cabin in place of the one originally assigned providing the substitute cabin is in the same category.

12.2 If hotel accommodation within the EU is offered as part of the Package the Company will adopt classification schemes used by the local public authorities. Otherwise, the Company will determine the grading of hotel accommodation offered according to its own quality standards.

13. THE COMPANY'S DUTIES

13.1 The Company shall be responsible for the proper performance in whole or in part of the services included in the Package except where the improper performance is i) caused by the fault of the Passenger ii) attributable to any third party not

connected with the supply of services which make up the Package, iii) resulting from unusual and unforeseeable circumstances beyond the control of the Company and or the relevant supplier which could not have been avoided even if all care had been exercised including but not limited to an event of force majeure or any event that the Company and or relevant Supplier could not, even with all due care, have foreseen or forestalled.

13.2 The Company will at all times seek to exercise reasonable care and skill in the selection of reputable and competent suppliers, Shore Excursion providers and or independent contractors.

13.3 The Company does not operate or perform or audit any Shore Excursions. All passengers must ensure that they are fit and health to undertake Shore Excursions.

13.4 In assessing the performance of services by Suppliers, Shore Excursion providers or independent contractors compliance with local law and standards shall be considered to be proper performance of those services.

13.5 If the Company has paid sums by way of refunds or compensation to the Passenger, the Company is subrogated in the rights and actions of the Passenger towards responsible third parties.

14. LIMITATION OF LIABILITY

14.1 In no case shall the sums due by the Company be greater than the limits of compensation prescribed by national and international laws and rulings in force regarding performance of any Carrier, Supplier or independent contractor.

14.2 The carriage of Passengers and their luggage by sea is subject to the Carriers Conditions of Carriage and the provisions of the Athens Convention which are expressly incorporated into this Contract. The Company shall be deemed to have all the benefits and defences of the Carrier under the Athens Convention which includes specific rules relating to the timescale for bringing claims and which limits the value of claims for death, personal injury and loss of or damage to luggage. The Athens Convention makes special provision for valuables and presumes that luggage has been delivered undamaged unless written notice is given to the Company. In the case of apparent notice of damage must be given, before or at the time of disembarkation or redelivery from the ship or in the event of damage which is not apparent or of loss of luggage, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

14.3 The Passenger agrees that neither the Company nor its servants or agents shall in any circumstances be under any liability whatsoever to the Passenger beyond that of the Air or Sea Carrier

or its servants, agents or contractors for any loss, damage or delay arising directly or indirectly from any act, neglect or default on its or their part and/or while acting in the course of or in connection with its or their employment or agency and every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled will also be available and will extend to protect the Company and its servants or agents. The Passenger will not seek to make a double recovery against the Company and any Carrier for the same loss.

14.4 The passenger agrees that if the Company has any liability for personal possessions and or luggage by virtue of the acts of its suppliers (other than carriers by sea and or air) the Company will not be liable for loss of any valuables, including money and jewellery which is lost, damaged and or stolen. The Company's liability will be limited to the liability of the supplier and where no such limit of liability exists, the liability of the Company shall be limited to £500 per passenger.

15. SHORE EXCURSIONS

15.1 Shore Excursions, even if advertised in the Company's brochure, are not included in the Package. Shore Excursions are subject to the local operators terms and conditions and any applicable national law. The Company has no liability for the acts and or omissions of the local operators and or their servants and or agents who are all independent contractors.

15.2 The prices and itineraries of any Shore Excursions published in the brochure are indicative only and are subject to variation. Timings and itineraries of excursions may be subject to changes as a result of external circumstances (such as, for example, weather conditions, strikes, transport delays, etc.) and the operational decisions of the excursion operator.

15.3 If an excursion is cancelled for technical reasons in circumstances of force majeure or where there is a failure to reach the minimum number of participants, the Company will reimburse to the Passengers such funds as are made available by the local excursion operator.

15.4 Unless otherwise indicated, Shore Excursions are not specifically equipped for the disabled.

15.5 For certain types of excursions special conditions, requirements or regulations may apply (e.g. the use of means of transport by the Passenger).

16. AIR TRANSPORT

16.1 Where air carriage is included in the Package,

the Company is unable to state the identity of the carrying airline or the aircraft type. All flights will be operated on scheduled or chartered services of recognised airlines. The Company may utilise low cost carriers or purchase scheduled flights with airlines to secure the best prices available. In those circumstances the air ticket payment needs to be made by the Company in advance and is non-refundable under any circumstances. Where this is the case cancellation by the Passenger at any time will result in the air fare cost being payable by that Passenger regardless of the cancellation provisions with regard to the cruise.

16.2 The Company is not the air carrier. Air transportation is undertaken exclusively by the specified air carrier (and/or its representatives). Passengers are subject to the Carriers conditions of carriage by air and any liability of the Company shall in any event be limited to the same extent as the Air Carrier under the Warsaw and/or Montreal Conventions.

16.3 The air carrier's responsibilities are restricted to the Montreal Convention of 28/5/1999, The Civil Aviation (Denied Boarding, Compensation and Assistance) Regulations 2005 (the "2005 Regulations") and other applicable national laws (as substituted or amended from time to time), which include in particular the Passenger's right to compensation for death or injury and loss of or damage to luggage from the air carrier. The obligations under such laws and the Regulations are exclusively those of the air carrier and all claims relating to air transportation must therefore be made to the relevant air carrier in the first instance.

16.4 The Company shall have no liability under the 2005 Regulations such liabilities being entirely those of the air carrier to whom the Passenger must address all claims. In exercising their rights under the 2005 Regulations the Passenger must seek to take as much of the Holiday as possible and must not prejudice the Company's rights under these Booking Conditions or in law.

16.5 Where air carriage is included in the Contract, The Company will advise Passengers of flight timings from data supplied by the air carrier as part of the holiday documentation. The flight schedule is for information only.

16.6 If the Contract does not include flights, it is the Passenger's responsibility to obtain a valid ticket direct from an air carrier suitable for and in time for travel to the vessel (and including local transfers which the Passenger must arrange). The Company shall not be responsible for any liabilities arising in respect of flights or transfers arranged by the Passenger.

16.9 If a Passenger wishes to change details or transfer a booking and the notification is received up to 32 days before departure, the Company will

charge £40 for each change of name to documentation, including flight documents (whether charter or scheduled flights), For notification of name changes received within 31 days before departure the following penalties shall be applied, calculated only on the amount of the air fare:

31 to 16 days before departure 25% of the air fare
 15 to 11 days before departure 50% of the air fare
 10 to 6 days before departure 75% of the air fare
 5 days or less before departure 100% of the air fare

17. MEDICAL TREATMENT

17.1 All Passengers must ensure that they have comprehensive travel health insurance covering medical treatment and repatriation.

17.2 The Passenger acknowledges that whilst there is a qualified doctor on board the vessel, it is the Passenger's obligation and responsibility to seek medical assistance if necessary during the cruise. Passengers must pay any fees charged

17.3 The Vessel's doctor provides treatment to Passengers as a self-employed professional and not as an employee of the Carrier or the Company. The Company is not liable for the doctor's acts and or omissions.

17.4 The vessel's doctor is not a specialist and the vessel's medical centre is not equipped to the same standards as a land based hospital. The vessel carries medical supplies and equipment in accordance with its flag state requirements to treat minor conditions. Neither the Company, the Carrier nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition on board the Vessel as a result.

17.4 In the event of illness or accident Passengers may have to be landed ashore by the Company, the Carrier and/or the Master for medical treatment. Neither the carrier nor the company make any representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed. Medical facilities and standards vary from port to port.

17.5 The opinion of the vessel's doctor on the suitability of any Passenger to embark and/or to proceed with the cruise is final and binding on the Passenger.

18. CUSTODY OF VALUABLES

18.1 A safe-deposit box service is available to Passengers on board the vessel. Neither the Company nor the Carrier accept any responsibility whatsoever for cash, documents, securities, jewellery and/or other valuable objects whatsoever unless deposited with the Pursers desk and a receipt is issued. In those circumstances the Company's and the Carrier's liability will be limited in accordance with the limits

of the Athen's Convention.

18.2 The use of safety deposit boxes whether in the cabin or otherwise and whether for a charge or otherwise does not constitute a "deposit" with the vessel under the Athens Convention.

19. INDEPENDANT CONTRACTORS

The Company is not liable for the acts and or omissions and or breaches of any type whatsoever of independent contractors.

20. COMPLAINTS AND CHARGES

The Passenger must notify the Company of a complaint concerning the improper or non-performance of the Holiday or s/he may forfeit their rights. The Complaint must be made in writing to the Company or its local representative either at the time the problem arises or, if this is not possible, within 28 days of the scheduled date of return. The Company will deal with all complaints promptly and in good faith and shall make all efforts, when possible, to achieve a prompt, fair and amicable resolution of the problem.

21. INSURANCE COVER FOR CANCELLATION, MEDICAL ASSISTANCE AND LUGGAGE

21.1 The Passenger is recommended to take out a Comprehensive Policy of insurance to cover all elements of the Package including costs of medical treatment and repatriation. The Passenger must advise the Company at the time of booking of the details of the policy of insurance entered into by the Passenger.

21.2 The Company reserves the right to require any Passenger to have insurance as a condition of booking or carriage if it believes at any time that the Passenger's health and or any other circumstance makes this necessary.

22. BONDING

All monies paid to the Company in respect of air-inclusive packages are fully protected under its Atol Bond: The Company is bonded by the Civil Aviation Authority under Licence No. ATOL 9758. The Company is a bonded member of the Passenger Shipping Association ("PSA") and monies paid for cruise only Holidays are fully protected under its PSA Bond. In the unlikely event that the Company should cease to trade Prices paid and costs of repatriation incurred will be refunded.

23. DATA PROTECTION ACT 1998

23.1 The Company requires personal information including but without limitation to name, address, gender, citizenship and dietary requirements which may disclose a Passenger's religious beliefs, any

health, medical disabilities, or any other special needs to process the Passengers booking effectively. The Company may pass this information on to other relevant individuals such as travel agents, hotels, airlines or other transport providers, security and/or credit verification companies, credit and debit card companies or any governmental or public authorities, either as required by law or regulation or, if required by such other bodies. It is the Passenger's responsibility to make sure that information, which the Company holds is up to date and accurate.

23.2 The Company's Data Protection Policy is set out in its Privacy Policy which is incorporated into these terms.

24. VARIATION

No variation of these terms shall be effective unless in writing and signed by the Company.

24. JURISDICTION

Any action, suit or proceedings against the Company and/or its employees shall, unless the Company expressly agrees otherwise in writing, be brought in the English Courts and shall be subject to English law.