

Booking Conditions

1. APPLICABLE RULES AND REGULATIONS

1.1 The Holiday Contract is made 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 sale of a package holiday which includes carriage by sea on a cruise vessel is governed by these terms and conditions (the "Booking Conditions") and by all other terms contained in the Company's brochures, leaflets and other documentation supplied by the Company to the Passenger.

1.2 The 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.costacruires.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.

2. THE BOOKING

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

2.2 Holidays sold via Internet ("on line") are offered for sale in and the Holiday Contract is concluded at our offices 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 contract 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 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, at the scheduled date of departure, have entered the 25th week 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.

2.10 Details of the Holiday 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 Holiday Price must be paid at the time of booking in a single payment.

3.2 Non-payment of the balance of Holiday 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 Holiday 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 Holiday Price includes the services and facilities set out in the brochure and any further matters specifically agreed at the time of booking and set out in the Booking Confirmation. Flights and transfers are only included if a Fly + Cruise Add On is included in the Holiday Contract. 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. No further service charges are payable to staff.

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 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 cruise will be made within a period of 30 days prior to departure or once full payment for the cruise 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 Holiday (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 Holiday 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% Prices included in the pricing grids of this catalogue were determined in February 2009, month of the first edition, considering fuel cost of EUR 221,52 per metric ton Platts IFO 380 Genoa average; change 1 USD = 0,78 EUR.

4.5 From 1st April 2008, the Civil Aviation Authority requires that an ATOL Protection Contribution (APC) which is currently set at £1 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 Holiday, 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 Holiday 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.

5.2 A Passenger who is advised of a price increase of more than 10% 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 2 working days 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 Contract without penalty if she/he is notified of a significant alteration of an essential term, as referred to in clause 5.1 above. In such circumstances, if she/he withdraws, the Company will offer at least one of the following: another package of the same value, another package of higher value (but at no extra cost) or a refund of sums already paid (less insurance premiums).

6.2 A Passenger who withdraws from the contract for reasons other than those set out in clause 6.1 above must notify the Company in writing at 5 Gainsford Street, London SE1 2NE or by fax on 020 7940 5378. The Passenger ticket must also be returned. Cancellation will be deemed to be effective on the date of receipt of the fax or postal communication – whichever is the earlier. The Passenger will be liable to pay the sums indicated below plus any low cost airline cost which is not refundable:

If the cancellation is notified to the Company

- more than 56 days before departure:	£100 per person loss of non-refundable deposit
- 55 to 46 days before departure:	10% of the Holiday Price or loss of deposit whichever is the greater

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- 45 to 16 days before departure:	25% of the Holiday Price
- 15 to 11 days before departure:	50% of the Holiday Price
- 10 to 2 days before departure:	75% of the Holiday Price
- on the day before departure:	100% of the Holiday Price
- on the day of departure:	100% of the Holiday Price

Any additional cancellation costs charged to or incurred by the Company as a result of the Passenger withdrawing from the contract (e.g. i.e. airline cancellation penalties detailed in 16.9) will be payable in full by the Passenger. A Passenger who cancels on the departure date or who does not turn up in time for departure or who abandons the journey after it has started for any reason whatsoever has no right to any refund and must pay the entire Holiday Price.

6.3 If the Passenger's insurance covers cancellation, the Passenger must advise his/her insurer of the cancellation at the same time as notifying the Company. The amounts due under clause 6.2 above shall remain payable to the Company notwithstanding that they may not be recovered in full from insurers.

7. SUBSTITUTIONS

7.1 A Passenger who is prevented from proceeding with his/her Holiday 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 Holiday 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 Holiday 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 Holiday 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. Any Passenger with a condition that may affect fitness to travel must submit a doctor's certificate prior to booking. In respect of conditions which develop after booking then the Passenger shall submit a doctor's certificate at least 14 days before the cruise.

9.2 The Company reserves 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.

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.

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. 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. 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 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.

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 Holiday 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 Holiday Contract. 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 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 Holiday 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 liable for improper performance in whole or in part of the services included in the Holiday, whether these are provided by the Company itself or by third party services suppliers. Except as otherwise provided in the 1992 Regulations, the Company shall have no liability when the improper performance is i) caused by the fault of the Passenger (including independent activities undertaken by the Passenger during the Holiday); ii) attributable to any third party not connected with the supply of services which make up the Holiday; iii) resulting from an accident, force majeure, or from circumstances that the said Company could not, with all due care, reasonably foresee or forestall.

13.2 Subject to the exceptions of liability as set out in Regulation 15 of the 1992 Regulations, The Company shall be liable for loss of or damage to luggage and or injury or death caused on board the Cruise Vessel by the Carrier's fault or neglect pursuant to the Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 (The Athens Convention). No claim for personal injury and or death shall be brought against the Company and or the Carrier otherwise than in accordance with the Athens Convention. All exemptions, limits of liability and defences applicable to the Company, the Carrier or any supplier of services under this Contract are also extended to all employees, servants and/or agents and any associated and/or affiliated companies or sub-contractors of any kind whatsoever, and also to its and their insurers.

13.3 The Company is not liable to the Passenger for the liabilities of any travel agent or other intermediary involved in the booking of the Holiday.

13.4 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 relative to the non fulfilment of which the damage has been caused.

14.2 The Package includes carriage by sea which is subject to the Carriers Conditions of Carriage. The liability of the Company and the Sea Carrier shall also be limited by the provisions of the Athens Convention which is expressly incorporated into this Contract. The Company shall be deemed to have all the benefits 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 liability of the Company shall in any event be limited to the same extent as the Sea or Air Carrier under the Athens, Warsaw and/or Montreal Conventions. The Athens Convention makes special provision for valuables and the Convention presumes that luggage has been delivered undamaged unless written notice is given to the Company in the case of apparent damage, 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. For the purpose of all the foregoing provisions of this clause the Company is acting as principal or trustee on behalf of all persons who are his servants or agents.

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. EXCURSIONS

15.1 Excursions, even if advertised in the Company's brochure, are not included in the Holiday Contract. 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.

15.2 The prices and itineraries of any 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 Cruise Operator will reimburse to the Passengers such funds as are made available by the local excursion operator.

15.4 Unless otherwise indicated, the 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 Holiday Package, a contract is created between the Passenger and air carrier by the issue of the air ticket or other document for air travel by the air carrier in the name of the Passenger and the acceptance of the same by of the Passenger.

16.2 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.

16.3 The Company is not the air carrier. Air transportation is undertaken exclusively by the specified air carrier (and/or its representatives). The Company is not therefore liable for any associated risks or responsibilities whether directly, indirectly or otherwise. Passengers' rights are subject to the contract of carriage by air and applicable law Contract (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), including in particular the right to compensation for death or injury and loss of or damage to luggage. 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.

16.4 If the Holiday 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.

16.5 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.

16.6 Where air carriage is included in the Holiday 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. The Passenger's contract of carriage and the rights and obligations arising under it remain with the air carrier.

16.7 The use in the documentation referred to in clause 16.6 above of printed material, trademarks, logos or any other element whatsoever that refer to the Company or the Carrier shall not modify and/or negate in whole or in part, the other provisions of this clause 16.

16.9 If 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 Neither the Company nor the Carrier accept responsibility in relation to medical care or medical facilities provided ashore. 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.

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. Use of the doctor's services is therefore at Passengers' discretion and Passengers must pay any fees charged. The vessel's doctor is not a specialist and the vessel's medical centre is not equipped to the same standards as the 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.

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. Neither the Company nor the Carrier makes any representations or warranties in relation to the standard of medical treatment ashore.

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 valuable objects that are not placed in custody in the said safe-deposit boxes. The Company's and the Carrier's liability for valuables is regulated by the Athens Convention in any event.

Unless deposited with the ship, the Company and or the Carrier do not have any liability for valuables.

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

19. OBLIGATION OF ASSISTANCE

The Company's obligation to assist Passengers is limited to the proper performance of the Holiday Contract and the obligations implied in law.

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 must advise the Company at the time of booking of details of a comprehensive policy of insurance entered into by the Passenger which covers adequately all elements of the Passengers holiday.

21.2 Any insurance policy entered into is made directly between the Passenger and the insurance company and all liabilities under the policy are entirely for the Passenger's account

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.

The prices listed in this brochure were set in February 2009. Please note that these rates may not be applicable at the time you consult the brochure. We therefore invite you to check the best available price with your Travel Agent.

