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## IMPORTANT POLICIES FOR YOUR REVIEW

### GENERAL CONDITIONS

#### Holiday Fares

Cruising with Holland America Line represents the best in holiday value. Your holiday fare includes accommodations aboard your Holland America cruise ship, meals and entertainment on board ship. A small surcharge applies to meals at reservations-only restaurants. Not included, however, are items of a personal nature or optional programmes or optional activities, such as alcoholic beverages, soft drinks, laundry and dry cleaning, shore excursions, medical, barber and beauty shop services. All fares are per person based on double occupancy in £ Sterling. You will be charged separately for taxes and additional items not shown on the itinerary.

#### Cruise-only Fares

“Cruise-only” fares (as shown in this brochure) will not include air transportation, hotel accommodation or transfers.

#### Fly-cruise Fares

You may purchase “fly-cruise” fares which will include air transportation, transfers and where applicable one-night’s pre-cruise accommodation (room only) at the city of embarkation.

#### Air Travel

From 7 March 2006, all passengers travelling to USA are required to provide information to the airline prior to check-in. You must provide the relevant details at the time of booking or no later than 70 days prior to your departure from the UK, whichever is the later. This information includes certain personal information, passport details, country of residence, nationality, emergency contact information and the address of where you are staying in the USA prior to your cruise.

If you fail to supply the details requested, both fully and accurately, you may not be permitted to board your flight. We will not accept any liability in this situation and we will not pay you any compensation or make any refunds.

#### International Flights

For fly-cruise arrangements we reserve the right to determine the hotel/air carrier, flight routing (which may not be non-stop or direct) and airports used. Baggage fees and other charges may be directly assessed by airlines or airports. Once you are notified of your flight details, please contact your airline.

#### UK Domestic Flights

Domestic flights via London may be booked from the following airports (in conjunction with British Airways flights only) at an extra cost: Aberdeen, Edinburgh, Glasgow, Inverness, Manchester and Newcastle. Flights from other regional airports may be available on request. All domestic flights must be taken on the same day as the connecting flight to qualify for this special offer. Domestic flights are offered subject to air schedules available at the time of booking. Should subsequent schedule changes result in no regional air service being available, no alternative transport will be provided.

#### Infants

Please note that infant fares are based on infants not occupying their own seat. Should you wish to purchase a seat, child rates would apply.

#### Booking Your Own Flight?

If you are making your own flight arrangements we recommend that you leave plenty of time to transfer to the ship for embarkation, and on long haul destinations stay at least one night in a hotel near the port of embarkation. Your return flight to the UK should not leave before 1pm on the day of disembarkation. Please advise your flight schedule at the time of booking.

#### Fly in Style

All flights quoted will be based on economy class fares. Upgrade supplements are available on request.

#### E-Tickets

It is now the policy of many airlines not to issue passengers airline tickets. You will instead be issued only with a receipt showing a confirmation code, which must be shown at check-in for the flight. All airline standard conditions of carriage will still apply. Holland America Line will be introducing e-cruise documents for 2010 sailings. Details will be available at the time of booking.

#### Passports and Visas (USA)

It may sound obvious but make sure all passports are valid for the destinations visited and countries you are transiting. All visitors to the USA are required to obtain a VISA under the new ESTA regulations.

U.S. State Department regulations require that all guests travelling from visa-waiver countries must be in possession of a machine readable passport.

From January 12, 2009 all visitors to the USA are required to comply with the mandatory Electronic System for Travel Authorisation (ESTA), introduced by the US government for all visitors into the United States under the visa waiver scheme.

Applying is free and easy—customers can provide the information online at <https://esta.cbp.dhs.gov> or via their travel agent for an ESTA that is valid for two years, allowing multiple visits to the US within that period without the need to re-apply.

Customers who fail to apply for ESTA up to 72 hours before they depart may result in delayed travel.

This will affect passport holders from all countries currently participating in the visa-waiver scheme including UK passport holders. Please note that the US visa waiver or US visa may not be automatically granted to persons with a police history, however trivial. If you are uncertain, please contact the US Embassy on 090 55 444 546.

#### Passports and Visas (General)

It is your responsibility to ensure that you have the correct travel documents for your journey. Entry and transit requirements are subject to change and you are advised to check the requirements with the Consulate or Embassy of all countries on your itinerary. Holland America Line assumes no responsibility for advising guests on immigration requirements.

Any guest travelling without proper documentation will not be allowed to board the ship and no refund of the cruise fare will be issued.

Many countries require your passport to be valid during and beyond the length of your stay, so check what applies to you. You also need to check and obtain the necessary visas for your destination, including transit visas if required.

It is important that all guest names on travel documents be identical to those on the cruise and airline tickets. Otherwise proof of name change (i.e. marriage licence) or a valid driver’s licence must be presented. Please note airlines may impose fines on passengers travelling with incorrect documentation, and these expenses must be met by the passenger.

Please note that the Chilean Government is charging an entry fee to all certain non-UK citizens/passport holders entering Chile through the international airport. This fee must be paid in US\$ in cash only and will be collected by immigration personnel upon arrival at the airport. Please ask for details of fees which vary according to nationality.

PLEASE NOTE: In an effort to prevent international child abduction, many governments have initiated procedures at entry and exit points. These often include requiring documentary evidence of relationship and permission for the child’s travel from the parent(s) or legal guardian if not present. Having such documentation on hand, even if not required, may facilitate entry or departure. For specific information regarding the country you are travelling to, please visit <http://travel.state.gov> for country-by-country information.

Visas may be required for certain destinations such as St. Petersburg\* (Russia), Libya\*, Brazil, Africa and for sections of the Grand World Voyage and South Pacific and Asia Cruises. It is your responsibility to obtain the correct visas via the appropriate agency and you may do this by contacting the CIBT Visa Service on 0870 8900185.

\* *Passengers booking the Holland America Line arranged tours of St. Petersburg (Russia) and Tripoli (Libya) do not require a visa.*

#### Immigration Questionnaire

With effect from 1 January 2003, new security legislation has been introduced in the USA. The legislation requires us to pass onto the US Immigration Authorities, or other authorised bodies, certain personal and other details relating to our guests.

We recommend you visit Holland America Line’s website [www.hollandamerica.com](http://www.hollandamerica.com) and click on ‘For Booked Guests—Immigration Form’ and submit the following details: Full Name, Birth Date, Passport, Visa, Home Address, Home Telephone Number, Emergency Contact Information, Return flight Information.

You will need to have your booking confirmation number to hand. If you do not have access to the Internet, please see your Travel Agent or contact our Administration Department if you have booked direct. They will advise you of the alternative ways of advising the above information. If not completing the immigration questionnaire online, all guests MUST have completed check in at the pier at least 90 minutes prior to departure

of the ship. Procedures may change and we will inform you of any changes at the time of booking or as soon as possible thereafter. Missing or incorrect information may delay embarkation or result in denied boarding without compensation.

#### Hotels

Where hotel overnights are included on the cruise itinerary, these will be on a room-only basis, and will usually include transfers from airport to hotel and hotel to ship. In most cases we are able to provide the hotel name before travel however Holland America Line reserves the right to substitute any named hotel for an alternative of a similar standard.

#### Transfers

Transfers are booked as part of fly/cruise arrangements. Please note that all ship/airport transfers will take place directly after morning disembarkation regardless of your flight time.

#### Fares, Non-discountable Amount, Taxes and Surcharges

SeaVacations reserves the right not to honour any published prices that it determines were erroneous due to printing, electronic, or clerical error. Each cruise fare includes a “Non-Discountable Amount.” That portion of the fare is neither commissionable to travel agents, nor is it subject to reduction in the event of a percentage discount promotion, 2-for-1 promotion or otherwise. The amount of this constant portion is determined by Holland America Line. It is not tied to any specific costs and therefore does not increase or decrease if costs change after a booking is made. Lead in fares quoted in this brochure are those in effect at the time of printing. These will not increase unless costs outside the control of the company or its suppliers (including transportation, taxes, exchange rates or other service fees) increase by more than 2%. Passengers may cancel the cruise without penalty if the cruise fare increases by more than 10% of the quoted fare, providing that you advise us within 7 days of notification of the increase. No increase will be made less than 30 days prior to departure.

**Fuel Supplements**—The Company reserves the right to re-instate the fuel supplement for all guests at up to US\$9 per person per day if the NYMEX oil price exceeds US\$70 per barrel.

#### THE A-Z OF CRUISING WITH HOLLAND AMERICA LINE

##### Age Restrictions

Passengers under 21 years of age must be accompanied by a parent, guardian or chaperone who is at least 21 years old. One adult chaperone is required for every five people under 21. Please be advised that bookings will not be accepted for guests under the age of 18 in single staterooms under any circumstances. All guests under 18 must share accommodation with one or more guests over 21 years providing they are still travelling with a guest over 21. Alcohol will not be served to guests under 21.

##### Alcohol on Board

Except for wine and champagne, alcoholic beverages purchased in the vessel’s shops or otherwise brought on the ship cannot be consumed on the ship. Bottles and other containers will be collected for safekeeping and delivered to your stateroom on the last day of the voyage. A corkage fee of US\$15.00 (subject to change) applies to wine and champagne brought to the restaurants or bars for consumption.

##### Baggage & Valuables

Do not pack your passport, medications, cruise documents or airline tickets in your checked baggage. (Remember that checked baggage might not be accessible at all times.) Keep these items close at hand in your purse or jacket pocket. Please note that baggage allowances will vary by destination, therefore please check with the applicable airline for details of individual baggage policies. Baggage allowance is governed by airline regulations. Excess baggage charges are the responsibility of the guest. Holland America Line will carry as baggage only your personal effects for your wearing, comfort or convenience during your travel with Holland America Line. Your baggage needs to be placed in securely constructed and locked suitcases or trunks. If your travel includes a land component, you are limited to two pieces of checked baggage and one overnight or light flight bag, which must remain in your custody at all times. Holland America Line does not assume any liability for loss of or damage to or delay of perishable items, medicine, liquor, cash, credit or debit cards, jewellery, gold, silver or similar valuables, securities, financial instruments, records or other valuable or business documents, computers, cellular telephones,

cameras, hearing aids, electric wheelchairs, scooters, or other video or electronic equipment, binoculars, film, videotape, computer disks, audio disks, tapes or CDs. These items should not be left lying about the ship or your stateroom, nor should they be left unattended on other vessels, railcars or other vehicles or in hotels, nor placed in luggage other than the bag you carry with you. In addition, Holland America Line will not assume any liability for any loss of or damage to carry-on baggage left unattended on the ship or on other modes of transportation or in hotels. Holland America's ships provide, at no extra charge, either safe-deposit boxes in the ship's Front Office or stateroom safes. Certain hotels may also provide similar facilities. Your use of safe-deposit boxes, stateroom safes or similar facilities will not increase Holland America's liability as described below. Holland America Line cannot be responsible for any loss, delay or damage that occurs before baggage comes into Holland America's actual custody when you begin your travel with us or after baggage leaves Holland America's actual custody at the end of your travel with us. In particular, please note that we assume no responsibility for loss, damage or delay while baggage is in the custody of airlines.

If Holland America Line, due to any cause whatsoever, is liable for loss of, damage to or delay of your property, the amount of Holland America's liability will not exceed US\$100 (US\$600 for guests who have purchased Cancellation Protection Plan) unless you have specified to Holland America Line in writing the true value of your property and paid to Holland America Line before departure 1% of the value in excess of US\$100. In that event, Holland America Line's liability will be limited to the amount so specified.

### Cancellation Protection Plan (CPP)

Holland America Line offers an optional Cancellation Protection Plan, which provides for written cancellation up to 24 hours before travel, without being subject to full cancellation penalties. CPP only offers cancellation protection for Holland America Line cruises and does not cover other arrangements such as flights and hotels. Prices and conditions of CPP are available on request. CPP is not insurance and provides no additional rights or protection. It is highly recommended that all Grand Voyage guests purchase the Cancellation Protection Plan.

### Clothing

First and foremost, dress for comfort. Daily life aboard ship and in ports of call is laid-back and casual. We encourage you to wear whatever makes you feel most comfortable—sportswear, shorts, sundresses, slacks, and so on. Warmer climates call for clothing made of lightweight, breathable fabrics. For cooler climates we suggest casual clothes that can be layered easily and possibly a raincoat and waterproof hat or umbrella and gloves. Evening dress falls into two distinct categories: Formal or Smart Casual. On festive formal evenings, women usually wear cocktail dresses or gowns and men usually wear business suits or tuxedos. There are approximately two formal nights per week. Tuxedos may be hired in advance.

### Club HAL®—for Kids

For infants, Holland America Line provides, at a small fee, baby food, diapers, high chairs, booster chairs and cribs upon special request (30 days notice) via your travel agent. For our younger guests Holland America's Club HAL® programme, offers supervised activities, games, parties, menus and shore activities for children aged 3–12 in age specific groups. A special "teens" "Oasis" area is provided for 13–17 year olds with outdoor and indoor places to relax and socialise. The *ms Prinsendam* offers youth amenities for guests aged 5–17.

### Communications

You may easily make and receive calls in the privacy of your stateroom using our satellite communication telephones. Your documentation packet will contain detailed information, including the phone number for your ship at each specific location. E-mail and Internet: Guests can send and receive electronic mail in real-time, via a high-speed satellite link 24 hours a day, satellite conditions permitting. You should be able to use your mobile phone to make calls onboard Holland America Line ships. International Roaming fees apply to all shipboard cell phone calls or messages, and will appear on guests' personal cell phone bill. You will be able to access a broad range of communication applications (e.g., Video Mail, CruisE-mail, Microsoft® Office and games just to name a few). You can surf the Internet, play games, check your stocks, read your E-mail, send a Video Mail to your loved ones back home and much, much more! Holland America Line has even set up your very own CruisE-mail address for you to use. We also have an Internet Manager on board to assist you. There is a charge for these services.

### Credit Card Payments

If you wish to pay for your cruise by credit card, the following charges apply: VISA/Mastercard/AMEX – 1.5%; Switch/Delta – no charge. UK charges will apply to any payments made by credit card onboard ship.

### Cruise Itineraries

Cruise itineraries are subject to change. We advise you to check our website [www.hollandamerica.co.uk](http://www.hollandamerica.co.uk) at the time of booking for detailed itineraries. We will try to advise you of any itinerary changes that may occur during the course of your booking, however we do recommend you check the final itinerary on line before travel.

### Dining Choices

**As You Wish™ Dining**—Our As You Wish™ dining lets you select the venue and style that suits you. Choose from a festive five-course affair, a quick casual dinner for two, or an intimate meal in one of our reservations-only restaurants. The choice is yours each day. The choice is yours each day. For reservations in the main Dining Room, you may indicate at booking whether you would prefer a traditional pre-set seating and dining time or the freedom each day to choose the time that suits you. Guests who opt for the latter may make reservations daily during their cruise up to 4.00pm, or simply arrive in the Dining Room any time during dining hours, for accommodation by the maitre d'hotel.

Normal hours in the main dining room are:

Breakfast	Open Seating	8.00am
Lunch	Open Seating	12.30pm
Dinner	Early Seating	5.45pm
	Main Seating	8.00pm
	Open Seating	5.15pm–9.00pm

*ms Prinsendam* Dinner hours

First Seating	6.00pm
Second Seating	8.15pm

**Alternative Dining**—Our intimate reservations-only restaurants, a delicious alternative to the main Dining Room, are very popular. We recommend you make reservations early in your cruise. There is a nominal cover charge per person.

**Special Diets**—Although not guaranteed, we will try to assist with special dietary requests, including vegetarian, fat-free, sugar- or salt-free if advised at time of booking. Kosher,\* gluten-free or special medical diets must be pre-ordered a minimum of 90 days prior to sailing.

**Food Allergies**—Please note that since meals are prepared in mass quantities onboard the ship, it is possible for foods restricted from your diet to come in contact with your meal during preparation. As such Holland America Line cannot guarantee that you will not come into minimal contact with the items listed on your SRI form while onboard

\*Kosher meals are prepared off the ship in a kosher kitchen, frozen and brought to the table sealed in their original containers. There is no kosher kitchen on board.

### Disabled Guests

We do not discriminate against persons on the basis of disability. We seek, to the extent feasible, to accommodate the needs of persons with disabilities. We have a limited number of staterooms designed for wheelchair and scooter access. For the safety of all passengers and crew, scooters and other mobility equipment need to be securely stored and charged in the passenger's stateroom, and not in hallways or elevator lobbies. Scooters left in these areas could restrict access to these areas in an emergency. For this reason, Holland America Line does have size and weight guidelines for scooters. If you plan on bringing a scooter on the vessel, please contact SeaVacations at 0845 351 0557, or Holland America Line at (206) 281-3535, x4514 e-mail: [halw\\_access@hollandamerica.com](mailto:halw_access@hollandamerica.com) before making a reservation.

Certain land and shore facilities may not be fully accessible to persons with disabilities. While Holland America Line endeavours to contract with companies that provide accessible services and facilities, we cannot guarantee that all services and facilities will be fully accessible. In limited situations where an individual with a disability would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we may find it necessary to ask the individual to make alternative travel arrangements. Whilst Holland America Line will seek to minimise difficulties, there may be restrictions on access to certain areas onboard, particularly during adverse weather conditions.

SeaVacations must be notified of any special medical, physical or other requirements of passengers at the time of booking but cannot guarantee that special requests will be met. See "Booking Conditions" for further details.

### Electric Current/Hairdryers

All staterooms are equipped with standard USA 110 AC and 220 AC outlets, therefore you should bring an adaptor with you. Hairdryers are provided in all staterooms.

### Gift Packages

Holland America Line offers a variety of gift packages for guests celebrating a birthday, anniversary, honeymoon or other special event. Please contact us for a list of items and prices or visit the "Gift Order" section on our website: [www.hollandamerica.co.uk](http://www.hollandamerica.co.uk)

### Guarantee Staterooms

Please note that guests booked in "guaranteed" staterooms will be allocated the minimum of the guaranteed grade, actual staterooms will not be allocated until embarkation. Holland America Line reserves the right to upgrade passengers booked in "guaranteed" accommodation to any stateroom of the same grade or higher which may include the Promenade Deck, obstructed views, and shower only cabins. Special requests cannot be applied to "guaranteed" bookings. If passengers have specific requests regarding cabin type or location, we recommend they book at full published fares, which allow the flexibility to book and confirm a specific stateroom.

### Hotel Service Charge

Our crew works very hard to make sure that every aspect of your cruise meets the highest standards. This includes those crewmembers who serve you directly, such as dining room wait staff and the stewards who service your stateroom each day. There are also many others who support their efforts whom you may never meet, such as galley and laundry staff. To ensure that the efforts of all of our crewmembers are recognized and rewarded, a Hotel Service Charge of US\$11 per guest is automatically added to each guest's shipboard account on a daily basis. If our service exceeds or fails to meet your expectations, you are free to adjust this amount at the end of the cruise. The Hotel Service Charge is paid entirely to Holland America Line crewmembers, and represents an important part of their compensation. A 15% service charge is automatically added to bar charges and dining room wine purchases.

In terminals, airports, ports of call and on shore excursions, we suggest that you extend gratuities consistent with customary local practices

### Health

Certain destinations may require mandatory vaccinations such as Yellow Fever. You must bring proof of any mandatory immunizations with you to board the ship, regardless of whether you intend to disembark at these ports. If you have an allergy to Immunization, you must attach a note from your physician Inside the Yellow "International Certificate of Vaccination" booklet, available wherever travel immunizations are given.

Please understand that these are requirements of the countries you will be visiting, and not Holland America Line's requirements. Since World Health Organisation requirements can change on short notice, we suggest you seek updated Information 3–4 weeks prior to sailing from any local travel medicine clinic.

### Late Bookings

When late bookings are made, Holland America cruise documents may not be available prior to departure from the UK. In this case passengers will be supplied with a letter of introduction and full instructions where to collect their tickets and vouchers.

### Laundry & Pressing

Laundry, pressing, ironing and dry cleaning facilities are available on board. Coin-operated washing machines and dryers are also available for your use on all ships except *ms Zuiderdam*, *ms Oosterdam*, *ms Westerdam*, *ms Noordam*, *ms Eurodam*, and *ms Nieuw Amsterdam*. For safety reasons, we respectfully request that you do not iron clothing in your stateroom.

### Mariner Society®

Once you have cruised with Holland America Line you become a member of our Mariner Society, which will include the following privileges: preferred pricing on many cruises; priority brochures and booking opportunities; an invitation to the Mariner Society champagne reception and awards party hosted by the Captain, lapel pins and medallions acknowledging your status and opportunities to join ship visits.

We can assure our valued repeat guests that they will receive the very best available rate (which will be comparable with the effective Mariner US\$ cruise-only fare offered in the USA) and will be presented as a £ discount (instead of a % discount) on the £ Sterling cruise-only fare. Mariner discounts do not apply to flights, hotels or transfer arrangements.

### Medical Facilities

Each of our ships is equipped with limited medical facilities that are staffed by a physician and registered nurses. The physician is an independent contractor. There will be a fee charged for all medical services and medications obtained on board. If you become ill during the cruise and the physician is unable to care for your needs on board, you will be transferred to medical facilities on shore. If your condition will require that you have special medical apparatus or assistance on board, we must be made aware of that at time of booking in order to determine whether we can accommodate your needs. If you are using prescription drugs, please bring an adequate supply with you and keep them in your carry-on luggage. Due to the limited medical

facilities on the ships, we will not accept reservations for infants 6 months or younger on non trans-ocean cruises and 12 months or younger on trans-ocean cruises at time cruise commences, or women who will be 24 or more weeks pregnant at the time their cruise with Holland America Line commences. The guest must also provide a physician's letter stating the due date, that mother and baby are in good health, fit to travel, and the pregnancy is not high risk.

### Onboard Spending

Our cashless society is designed to make your life on board as simple as possible. When you board the ship, your account has already been activated and you may make purchases by simply showing your guest identification card and signing a receipt. On embarkation day, you will need to register your credit or debit card (Visa®, Mastercard® or American Express®), in order to use your onboard account for shipboard purchases. Your card will be pre-authorized for US\$60 per person for each day of your cruise. At the end of your cruise, you will receive a final statement, and your card will be charged only for the actual amount of your purchases. For banks outside the USA and Canada, please inform your credit or debit card issuer in advance that your card will be used on a Holland America ship. This will help prevent delays in obtaining pre-authorization on board. Some banks may keep the pre-authorization in place for up to 30 days, therefore you are encouraged to use a credit card rather than a debit card. If you do not want to use a credit or debit card, the ship will collect a cash deposit in US\$ from you at time of boarding in the same pre-authorization amount. Any excess deposit will be refunded to you at the end of the cruise. U.S. travellers cheques may be cashed at the front office to make your deposit. All onboard charges will be assessed in U.S. dollars. Personal cheques or sterling travellers cheques are not accepted on board.

### Ships' Registry

The *ms Amsterdam*, *ms Eurodam*, *ms Maasdam*, *ms Nieuw Amsterdam*, *ms Noordam*, *ms Oosterdam*, *ms Prinsendam*, *ms Rotterdam*, *ms Ryndam*, *ms Statendam*, *ms Veendam*, *ms Volendam*, *ms Westerdam*, *ms Zaandam*, and *ms Zuiderdam* are registered in The Netherlands.

Holland America Line has registered trademarks in the United States and various foreign countries for the names and phrases "Holland America," "Holland America Line," "A Signature of Excellence," "AirPlus Service," "Oceans Apart," "Club HAL," "McKinley Explorer," "Wayfarer," "Westfarer," "Seafarer," "Sunfarer," "Eastfarer," and "The World in Your Hands" as well as for the modern and antique ship design logo.

### Single Travellers

Take advantage of our Single Partners Share Programme whereby you may share a stateroom with another non-smoking guest of the same sex and pay only the per-person, double occupancy rate—even if we are unable to find a partner for you. In addition, on sailings 14 days or longer, a carefully selected group of gentlemen have been invited to serve as social hosts, offering single ladies pleasant company for dining, dancing and conversation.

### Shore Excursions

Shore excursions may be booked onboard ship, or can be pre-booked and prepaid online at [www.hollandamerica.co.uk](http://www.hollandamerica.co.uk) before your holiday. If excursion details are not yet finalised, please check again closer to your departure date. Online shore excursion bookings close 10 days prior to sailing. Your vouchers will be delivered to your stateroom on embarkation.

Shore excursion contracts are made with local operators. Holland America Line will not be liable for failure to perform such shore excursions not for injury, damage or loss or whatever nature arising thereof.

### Smoking Policy

Cigarette Smoking is allowed in designated areas, such as certain lounges and on outside decks. Smoking is not permitted at any time in the dining areas, corridors or common areas. Cigar and pipe smoking is permitted on outside decks only except when cruising Antarctica. Our ships do not have 'nonsmoking' staterooms; but all rooms are thoroughly cleaned after each cruise to assure the comfort of our guests. Smoking is not allowed in the showrooms during performances.

### Staterooms

Stateroom descriptions shown on pages 82–105 of the brochure are accurate at the time of printing and we advise guests to read these descriptions and symbol legends carefully at the time of booking. Please note that the following staterooms located in the bow of the vessel have porthole instead of window:

*ms Amsterdam*, *ms Rotterdam*, *ms Volendam* & *ms Zaandam*: Cats G & H

*ms Maasdam*, *ms Ryndam*, *ms Statendam* & *ms Veendam*: Cats G & H

It is the responsibility of our guests to check the current Holland America brochure for full stateroom configurations and details before confirming a reservation.

### Upgrade Policy

Holland America Line reserves the right to upgrade a guest or guests to a more expensive category of accommodation at no additional cost.

### Visitors

Holland America Line, upon evaluation of customer concerns, has implemented a "no visitor" policy, and regrets any inconvenience this may cause.

### Website

The Holland America website ([www.hollandamerica.co.uk](http://www.hollandamerica.co.uk)) features itineraries, ships, and other useful information about your cruise. Please consult the pricing grid included with this brochure for the price of your Holland America Line cruise.

### ALASKA TOUR INFORMATION

**The distance covered during tours does necessitate some early morning departures in order for passengers to experience and enjoy all the sightseeing detailed in the itinerary.**

### Tax

The Canadian Government has levied a departure tax of CAD\$15 per person which is payable locally when you leave Canada.

Alaskan voters have approved an initiative whereby a US\$50 per person tax will be imposed on all Alaska cruise passengers. Holland America Line has included this tax within the cruise fares shown in this brochure

### Baggage (Tours)

Tour passengers will be limited to two pieces of checked baggage per person and one overnight or flight bag which must remain in your care at all times.

### Meals

Meals are not included on the land portion of any Cruise Tours (except where shown on the itinerary). Certain Cruise Tours do offer meal plans which may be pre-purchased. Please contact our reservations department for more information.

### Denali National Park Sightseeing

Weather at Denali National Park may at times restrict the length of sightseeing tours. In this event a refund will be made for the unused portion of the tour.

### Extra Cost Provisions

At tour destinations, weather may adversely affect flights. If, due to weather, you are required to spend an additional night, you will be responsible for your own hotel and meal costs. Neither the tour operator nor the airline will assume such additional expense.

### Hotels

Holland America Line selects the best hotels available locally, however reserves the right to substitute any named hotels for accommodation of a similar standard. Single rooms may be requested at a supplementary charge, but cannot be guaranteed at Denali National Park. In most cases we are able to provide the hotel name before travel however Holland America Line reserves the right to substitute any named hotel for an alternative of a similar standard

### The McKinley Explorer® Domed Railcars

There is no reserved seating on the railcars, it is on a first come, first served basis, and meal times will be assigned by the Car Manager on board. Smoking is only allowed in the vestibule between cars. Railcars are pulled behind the Alaska Railroad train, therefore Holland America Line cannot be responsible for any delays in scheduled timings.

### Motor Coaches

On Gray Line of Alaska motor coach routes your driver will act as guide and arrange rotation of seating. Seats cannot be reserved and a "no smoking" policy applies. There are frequent picture, coffee and rest stops.

### Weather/Clothing

Alaska, like the rest of the Pacific Northwest, is mild in summer. You may experience the occasional rain shower therefore it is wise to pack an umbrella and raincoat. We suggest slacks, low-heeled shoes and light jackets for daytime wear and smart casual clothing for hotels. For cruise dress code, see "Clothing."

### BOOKING CONDITIONS

The following terms and conditions (the "Booking Conditions") apply to your cruise holiday with Holland America Line. Please read them carefully as you will be bound by them. Together with the information contained in the September 2009 – November 2010 Holland America Line brochure relating to your cruise holiday (the "Brochure"), and the Holland America Line website at [www.hollandamerica.com](http://www.hollandamerica.com) (the "Website"), the Booking Conditions form the basis of your holiday contract with SeaVacations UK Limited (the "Contract") Please note that by making a reservation and paying the deposit (or the full Holiday Fare, as applicable) you will be deemed to have read and accepted the Booking Conditions and all other information relevant to your holiday.

#### 1. IMPORTANT DEFINITIONS

- 1.1. "Company," "we," "us," or "our" refers to SeaVacations UK Ltd., ATOL No. 5223, including all affiliates, employees, agents, subcontractors and insurers, including their agents and subcontractors.
- 1.2. "Cruise" refers to a specific Holland America Line cruise or cruise tour described in the Brochure, the Website, and any other documentation published by and on behalf of Holland America Line.
- 1.3. "Holiday" means the Cruise, transportation, accommodations and other services, including any scheduled flights from the UK together with any pre-cruise and/or post-cruise package, sold to you by the Company for an all-inclusive price, but not including Ancillary Services as that term is defined in clause 3 below.
- 1.4. "Holiday Fare" means the price for the Holiday, as set forth in the applicable fare grid and as further defined in clause 5, below.
- 1.5. "Passenger," "you," or "your" means every person named in the confirmation invoice referred to in clause 2.1 below or in a Holland America Line ticket for the Holiday.
- 1.6. "Ship" refers to the cruise ship on the Cruise will be provided.
- 1.7. "Suppliers(s)" means any other party who arranges part of the Holiday, including but not limited to Holland America Line as agents for the owners and operators of cruise vessels operating under the name Holland America Line.

#### 2. THE RESERVATION AND CONTRACT

- 2.1. Your Contract is with SeaVacations UK Ltd, trading as Holland America Line, with its principal office address at 5 Gainsford Street, London, SE1 2NE, ATOL number 5223 (the "Company," "SeaVacations" or "we"). SeaVacations is a general sales agent for Holland America Line.
- 2.2. To make a reservation, you must contact our Reservations department directly or an ABTA or ATOL bonded travel agent. All cruises are subject to availability at the time of making a reservation. A deposit is required to confirm your reservation. If you book 120, 90 or 75 days before departure (details of sailings listed in clause 5, below) you must pay the total holiday fare at the time of booking. You must be advised the correct deposit amount at the time of making your reservation. Once the correct deposit amount (or full Holiday Fare, where appropriate) has been received, your reservation is considered confirmed and an invoice confirming your reservation (a "Confirmation Invoice") will be issued to you or your travel agent. No contract is made until the deposit (or, where appropriate, the full Holiday Fare) has been paid, whether or not a Confirmation Invoice has been issued. All monies paid to your travel agent in respect of the Holiday Fare due according to the Confirmation Invoice will at all times be held on behalf of the Company.
- 2.3. If you book 120, 90 or 75 days before departure (details of sailings listed in clause 5, below) you must pay the total holiday fare at the time of booking.
- 2.4. For fly cruises (and if not already confirmed at the time of booking), the Company will issue an ATOL confirmation invoice giving the details of the flight arrangements (including UK and destination airports) within a reasonable time after such arrangements are known.
- 2.5. It is a condition of the Contract that every Passenger must have travel insurance in force for the entire duration of the Holiday. If such insurance is not obtained through SeaVacations, details of suitable alternative insurance must be provided at the time of reservation or as soon as practicable thereafter. Insurance cover must include as a minimum, cancellation of your Holiday, medical and repatriation.
- 2.6. For sailings on Grand World, Grand Voyages, any segment of a Grand World or Grand Voyage, *ms Maasdam* Europe, 33-day South Pacific and Amazon Explorer sailings, the balance is due no later than 120 days prior to departure.  
For sailings on *ms Prinsendam* Europe, Australia, New Zealand, South America, South America/Antarctica, Asia and Holiday Sailings, the balance is due no later than 90 days prior to departure.

For sailing on all other Europe sailings, Caribbean, Panama Canal, Mexico, Bermuda, Canada & New England, Alaska and 15- to 21 day Hawaii, the balance is due not later than 75 days prior to departure.

The balance due date for your Holiday will be advised to you at the time of making your reservation and confirmed in the Confirmation Invoice. Failure to pay the balance of the Holiday Fare by the due date shall entitle the Company to cancel the reservation and retain the deposit by way of a cancellation charge. Failure to pay any other amount by the due date shall entitle the Company to treat the reservation as cancelled and retain an amount by way of a cancellation charge as set out in Clause 5 below. For all late bookings made within 120, 90 or 75 days of departure, dependent upon which sailing you are booked on (please refer to point 5 of the booking conditions titled "Cancellation By Passenger" for clarification ), payment can only be made by a credit card or bank transfer payment. Personal cheques will **not** be an accepted form of payment for late bookings.

2.7 By making a reservation, the Passenger confirms that all persons named in the reservation (and their personal representatives) have agreed to be bound by these Booking Conditions and all other terms of the Contract between the Passenger and the Company and that he/she has their authority to do so on their behalf.

2.8. Once your reservation is confirmed, the Holiday cannot be transferred to another person or persons without the prior written consent of the Company and all administrative and related costs involved with such transfer will be payable by the Passenger, unless the original Passenger is prevented from travelling by reason of an unavoidable event (such as illness, death of a close relative or jury service), provided that the Company is given reasonable notice before departure. The replacement passenger must satisfy all conditions applicable to the Holiday and the Company may require satisfactory evidence before agreeing to the transfer. The Company will charge an administration charge of £50 for effecting such a transfer. Subject to the foregoing, requests for name or departure changes are considered reservation cancellations and are subject to cancellation charges as set forth below in Clause 4.

2.9. Any transfer of a fly cruise will also be subject to any charges imposed by the airline. Passengers should note that airlines may not allow transfers on scheduled flights and that a flight booking may have to be cancelled and re-booked in which event the re-booking will always be subject to flight availability and to payment of any charges imposed by the airline which may, in some cases, by the full cost of the ticket.

2.10. Special Requests: special requests such as special dietary requirements should be advised to the Company before making the reservation. The Company via its Suppliers will do its best to arrange that Suppliers meet any special requests. However the Company cannot guarantee that they will be met and special requests do not form a term of the Contract. The Company shall not be liable for any failure to meet any special request.

2.11 If you have made a reservation through a travel agent, all notifications required to be made by the Company to the Passenger under this Contract may be made to the Passenger's travel agent, and all notifications required to be made by the Passenger to the Company under this Contract must be made to the Passenger's travel agent, including, without limitation, cancellation.

### 3. ANCILLARY SERVICES

3.1. Some services are ancillary to your Holiday and unless purchased through SeaVacations at the time of the Reservation must be paid for separately from the Holiday Fare and do not form part of this Contract (the "Ancillary Services"). Depending on the circumstances, Ancillary Services may include services provided by airlines and ground carriers, shoreside restaurants, hotels, medical treatment whether aboard the Ship's or shoreside and shore excursions (whether booked in the U.K. prior to the commencement of the Holiday or on board the Ship). Aboard the Ship, beverages, laundry, dry cleaning and optional onboard activities are all Ancillary Services.

3.2. In circumstances where Ancillary Services are provided by independent contractors, the Company is not responsible and shall not be liable for these Ancillary Services (including cancellation, delay, injury, death or damage to property) even though we may collect monies or make bookings on behalf of the independent contractor.

### 4. HOLIDAY FARES AND OTHER PARTICULARS

4.1 Before the Contract is made, the Company reserves the right to vary any particulars of the cruise holiday, including, without limitation, itineraries and fares, after the date of publication of the Brochure, whether on the Website or otherwise. Fares, discounts, supplements and special offers advertised may be withdrawn or changed. Fares may go up or down. Passengers should contact the Company or their travel agent for up-to date fares and charges before booking.

4.2. Holiday Fares do not include items of a personal nature or optional programmes or optional activities, such as alcoholic beverages, casino advances, soft drinks, laundry and dry cleaning, shore excursions, medical, barber and beauty shop services and all gratuities.

4.3. Once you have made a reservation, your Holiday Fare will not increase unless costs outside the control of Company or its Suppliers, including transportation (e.g. fuel, scheduled air fares and other airline costs) , taxes, exchange rates or other service fees, increase by more than 2%. The Passenger may cancel the Reservation without penalty if the Holiday Fare increases by more than 10%, provided that the Passenger notifies the Company within 7 days of notification of the increase. The Price of your Holiday will not be varied within the 30 day period prior to departure.

4.4. The Holiday Fare includes all taxes, fees and charges imposed by governmental or quasi-governmental authorities, including port authorities, relating to any aspect of the Holiday and specifically to air transportation and to the Cruise. That term does not include sales or other taxes imposed locally as a result of or in connection with the Passenger's purchase of the Holiday, which are the responsibility of the Passenger.

4.5. The Holiday Fare includes accommodation on board a Holland America Line ship with meals and entertainment on board ship and, where applicable, transfers between airport, hotel and ship. A small surcharge applies to meals at the Pinnacle Grill.

### 5. CANCELLATIONS BY PASSENGER

5.1. Any cancellation required by a Passenger must be in writing to the Company at 5 Gainsford Street, London SE1 2NE or by email to [administrationuk@carnival.com](mailto:administrationuk@carnival.com) (or in the case of a reservation made through a travel agent, to the travel agent).

Cancellations are subject to the prompt payment of the cancellation charges set out below. However, these charges may change to reflect the cancellation costs incurred by the Company, and if you wish to cancel, please contact the Company for current cancellation charges. Cancellation charges include the cost of flight cancellations, however, in circumstances where the airline requires early ticketing and no refunds are available, the Company reserves the right to charge the full cost of the flight to the Passenger.

#### **Grand World, Grand Voyages, any segment of a Grand World or Grand Voyage, ms Maasdam Europe, 33-day South Pacific and Amazon Explorer Sailings**

More than 91 days before commencing travel: an amount equal to the full deposit requirement;

90-76 days before commencing travel: 60% of gross fare;

75 days or less before commencing travel: 100% of gross fare.

#### **ms Prinsendam Europe, Australia, New Zealand, South America, South America/Antarctica, Asia and Holiday Sailings**

More than 64 days before commencing travel: an amount equal to the deposit requirement;

63-43 days before commencing travel: 50% of gross fare;

42-22 days before commencing travel: 75% of gross fare;

21 days or less before commencing travel: 100% of gross fare.

#### **All other Europe sailings, Caribbean, Panama Canal, Mexico, Bermuda, Canada & New England, Alaska and 15- to 21 day Hawaii**

More than 57 days before commencing travel: an amount equal to deposit requirement;

56-29 days before commencing travel: 50% of the gross fare;

28-16 days before commencing travel: 75% of gross fare;

15 days or less before commencing travel: 100% of gross fare

Cancellation charges incurred cannot be applied to future bookings.

5.2 It may be possible for the Passenger to re-claim these cancellation charges (less any applicable excess) under the terms of the Passenger's insurance policy. Claims should be submitted to the appropriate insurer.

5.3 After departure, if the Passenger disembarks whether by reason of sickness or any other reason, the Passenger will not be entitled to a refund of a proportion of the Holiday not used.

### 6. ALTERATIONS AND CANCELLATION BY THE COMPANY

6.1 The Company does its best not to cancel or make any significant alteration after a reservation has been made. However, as a result of operational, commercial or other reasons on the part of Holland America Line, the Company may have to cancel the Contract or change or curtail the itinerary. In such event the Company will inform the Passenger as soon as possible.

6.2. If, before departure, the Company:

6.2.1. makes a significant alteration to the Holiday, the Passenger may (i) withdraw from the Holiday and receive a full refund of all monies paid, (ii) accept the amendment and any proposed change in Holiday Fare (if any) or (iii) accept an offer of an alternative holiday

of comparable standard if available (in which case the Company will refund any price difference if the alternative is of a lower value). The Passenger recognises and agrees that it will not normally be possible for the Company to offer an appropriate substitute holiday which is available at about the same time as and/or with a similar itinerary to that originally booked, but the Company will do its best to provide a suitable alternative holiday of similar duration and value. The Passenger must notify the Company of his decision as soon as reasonably possible and in any event not later than 7 days of being informed of the significant alteration.

6.2.2. The Company cancels the Holiday, or the Passenger properly withdraws from the Holiday pursuant to Clause 6.2.1., the Passenger shall also be entitled to a compensation of a maximum of £50, except if the change or cancellation is due to (i) unusual or unforeseeable circumstances beyond the control of SeaVacations, the consequences of which could not have been avoided even if all due care had been exercised, (ii) non-payment by the Passenger or (iii) where the minimum number of Passengers required for a Holiday to proceed is not reached). The compensation set out above does not exclude the Passenger from claiming more if he/she is entitled to do so.

6.3. After departure, the Company does not guarantee that the cruise ship will call at every port on the itinerary or follow every part of the advertised route or schedule or that every part of the Holiday will be provided. However, in the unlikely event of a significant proportion of the Holiday not being provided after departure, the Company will make suitable alternative arrangements, at no extra cost to the Passenger, for the continuation of the Holiday. If the Passenger does not accept them, for good reasons, or it is impossible to make suitable alternative arrangements, we will, where appropriate, provide you with transport back to the place of departure or to another place to which you have agreed with us. In both cases, we will, where appropriate, compensate the Passenger. Please note that compensation will not be payable if an alteration is minor, or if the Company is not able to provide a significant proportion of the Holiday due to reasons or circumstances outside its control

6.4. The following matters are minor or are not significant alterations to the Holiday and the Company is permitted where necessary to arrange the same:

6.4.1. Changes to scheduled ports of embarkation, disembarkation or intermediate ports, but not all of them;

6.4.2. Changes in the scheduled date and hour of embarkation or disembarkation or sailing or arrival, provided that, where necessary, hotel accommodation and reasonable sustenance are provided during any delay at no additional cost to the Passenger;

6.4.3 Where there is a change in the embarkation or disembarkation point of the Ship at any time prior to departure providing that the new embarkation/ disembarkation point is within the same country or US State.

6.5 The Master of the Ship (or its owner or operator) has full liberty for any reason whatsoever to substitute another vessel for the Ship, permit the Ship to call at any ports other than those scheduled, commence or terminate the voyage from or at any ports other than those scheduled, or advance or delay the scheduled date and hour of sailing or disembarkation without obligation or liability of any kind in respect thereof to the Passenger except as expressly provided herein.

### 7. ALTERATIONS AND CANCELLATIONS BY THE AIRLINE

7.1. Air arrangements not purchased through the Company at the time of making the Reservation are Ancillary Services under Clause 3, above and the Company shall not be liable for any failure by the air carrier including, without limitation, any failure to arrive at the vessel at the scheduled embarkation time.

7.2 In the event that air arrangements purchased through the Company are altered due to any cause beyond the Company's control, the Company reserves the right to re-book the Passenger on a suitable alternative flight or air carrier to ensure that the Passenger arrives at the port of embarkation and return. The Company cannot guarantee that the routing or type of aircraft utilised will be the same as originally booked.

### 8. TRAVEL DOCUMENTS, FITNESS TO TRAVEL AND DISABILITY

8.1. All Passengers must possess a full passport valid for at least 6 months beyond the date of return to the UK. A British Visitors Passport is not acceptable for travel to the US. Certain countries sometimes require visas for shore excursions. The Company will notify the Passenger or their travel agent if a visa is required (UK passport holders only), but it is the Passenger's responsibility to obtain any required visa at the Passenger's cost. Holders of other nationality passports are advised to check their requirements. You will be required to pay all fines, costs or penalties arising as a result of a failure to obtain appropriate documentation.

8.2. If you require treatment ashore in relation to any medical condition, the Ship may sail without you. The Company shall have no liability in such circumstances.

8.3. There are risks inherent to being aboard the Ship and other means of transportation. These include, by way of example, having to evacuate the Ship or other means of transportation in case of emergency, having to move about during rough seas and lack of access to full medical services. For people who are ill or who are mentally or physically disabled or impaired, these risks are more significant. The Passenger must give the Company full details of any medical condition, physical or mental disability which requires special medical or other treatment or assistance at the time of booking giving full details of the assistance, facilities or equipment needed. The Company may require a Passenger to obtain a certificate of fitness to travel. In limited situations where you would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, the Passenger may be refused permission to participate in all or part of the Holiday. The Company cannot accept reservations for and may, upon the payment of a full refund, cancel the Reservation of (i) women who will be 24 or more weeks pregnant at the conclusion of the Holiday, or (ii) infants six months old or less at the time of sailing (non-trans-Ocean cruises) and 12 months old or less (trans-Ocean cruises). The guest must also provide a physician's letter stating the due date, that mother and baby are in good health, fit to travel and the pregnancy is not high risk.

8.4. Some areas of the Ship may be inaccessible or less accessible to those with restricted mobility. Please ask for information concerning any such restrictions prior to making your Reservation.

8.5. Air carriers may impose their own medical requirements and the Passenger is responsible for checking with the relevant airline, whether or not the air transport was booked through the Company.

8.6. The Passenger is solely responsible for checking with doctor or travel agent to determine which vaccinations or medications are recommended for countries to be visited on the Holiday. Company may, at certain times, deem it appropriate to require that the Passenger have specific vaccinations, in which case details will be provided as soon as they become known.

8.7. For your safety, the safety of the Ship or other means of transportation or the safety or comfort of other passengers or the Ship's employees, the Passenger may be denied transportation either before or during the Holiday. By way of example, these would be situations where: (a) you are or become in such a condition as to be medically unfit to travel or by your conduct, behaviour or health, you impair or are likely to impair, the safety of other passengers or the safety of the Ship or cause significant disruption to the operation of the Holiday, or (c) you are inadmissible under the immigration or other laws of any country included in the Holiday.

## 9. LIABILITY

9.1. Company accepts responsibility for death, injury or illness caused by the negligent acts and/or omissions of it and its Suppliers.

9.2. The Company is liable to the Passenger for the proper performance of the obligations under the Contract, irrespective of whether such obligations are to be performed by the Company or by its Suppliers, but this shall not affect any remedy or right of action which the Company may have against those Suppliers.

9.3. The Company limits its liability, where applicable, by the conventions referred to in Clauses 9.5 and 9.6 inclusive. In any event, the Company is not responsible for any failure to perform the contract or improper performance of the contract unless the failure or the improper performance is due neither to any fault of the Company, nor to that of another Supplier, because the failures are:

9.1.1. attributable to the Passenger;

9.1.2. attributable to a third party, including but not limited to providers of Ancillary Services, unconnected with the Holiday and are unforeseeable and unavoidable.

9.1.3. due to:

(i) unusual and unforeseeable circumstances beyond the control of the Company or a Supplier, the consequences of which could not have been avoided even if all due care had been exercised; or

(ii) an event which the Company or a Supplier could not foresee or forestall, even with all due care (for example, but without limitation, an event of force majeure, including war or threat of war, riot, civil commotion, strike or any industrial action, disaster, Act of God, terrorist activities, technical problems with transportation, closure of port, weather, any order from any government or other authority or any other event outside the control of Company and/or a Supplier).

9.2. For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in Clauses 9.5 and 9.6 inclusive, the Company's liability for improper performance of the Contract shall be limited to a maximum of twice the Price which the affected Passenger paid for the Holiday (not including insurance premiums and amendment charges) and the Company shall have no liability for any

loss of business or profits.

9.3. In the circumstances set out in Clauses 9.1.2 and 9.1.3 above, the Company will always give prompt assistance to any Passenger in difficulty.

9.4. Carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These may limit or exclude liability. They are hereby expressly incorporated into this Contract and they also form the terms and conditions of separate contracts between the Passenger and the particular carrier as contained in that carrier's ticket which is provided to the Passenger before the scheduled departure date. Copies of these terms and conditions are available on request from the Company. The Company will ensure that the Passenger is informed of the identity of the air carrier once it has been finalised.

9.5. Carriage of passengers and their luggage by air is governed by various international conventions (hereinafter "the international air conventions"), including the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. Flights between the UK and any member state of the European Union are currently governed by EC Regulation 889/2002 which gives legal effect to the Montreal Convention 1999. To the extent that the Company may be liable as a non-performing air carrier to Passengers in respect of carriage by air, the terms of the international air conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a fly cruise between the Company and a Passenger) are expressly incorporated into these Booking Conditions. The international air conventions may permit the carrier to limit its liability for death and personal injury, loss of and damage to luggage and delay. Insofar as the Company may have any liability to the Passenger in respect of carriage by air, it shall be determined accordingly. Copies of these conventions are available from the Company on request.

9.6. Carriage of passengers and their luggage by sea is governed by the Athens Convention 1974 (whether as subsequently amended or otherwise "the Athens Convention"). A copy is available on request. The Athens Convention is expressly incorporated into these Booking Conditions and any liability of the Company for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. In most cases, the Athens Convention limits the carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to the Passenger unless written notice is given to the Company (as carrier):

(a) in the case of apparent damage, before or at the time of disembarkation or redelivery;

(b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

Any damages payable by the Company up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in Article 8 (4) of the Athens Convention.

9.7. Insofar as the Company may be liable to a Passenger in respect of claims arising out of carriage by air or carriage by sea, the Company shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual carrier (including his own terms and conditions of carriage) and under the Athens Convention, and nothing in these Booking Conditions shall be deemed a surrender thereof. To the extent that any provision in these Conditions is made null and void by the Warsaw Convention, the Montreal Convention or the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further.

9.8. All employees, agents contractors and their sub-contractors (including Suppliers) who provide or who are due to provide services included in this Contract, as well as insurers of both the Company and its Suppliers shall have the benefit of the same rights, defences, limitations, exemptions and immunities available to the Company under this Contract or otherwise, and it is agreed for this purpose that the Company contracts with the Passenger as agent or trustee for this purpose.

## 10. BAGGAGE

Except as provided for under any relevant Convention as referred to in Clause 9 above, the Company assumes no liability for any loss, damage or delay to baggage that occurs before baggage comes into or leaves its or its Suppliers' actual custody. Claims for loss of or damage to luggage should be made via the Passenger's travel or household insurance policy.

## 11. LAW AND COMPLAINTS

11.1. The Contract is governed by English law and the non-exclusive jurisdiction of the English courts.

11.2. Whether the Convention shall apply by virtue of applicable law, these Booking Conditions or otherwise, the Warsaw Convention, Athens Convention and any other convention which would be applicable to the carriage by air, sea or land if the Company were a UK

carrier, are specifically incorporated into this Contract and the Company shall be entitled to rely upon the terms and limitations contained therein. The text of the Conventions may be obtained from the Company upon written request.

11.3. If the Passenger has cause for complaint during the Holiday, this must be brought to the attention of Holland America Line's local representative. Should the Passenger be unable to resolve the problem, the Passenger shall notify the Company of any claim whatsoever within 30 days after conclusion of the Holiday or of the date giving rise to the claim, if later. Failure to report the complaint within this time may adversely affect the Company's ability to investigate and deal with it and may prejudice any future claim.

11.4. Any action by a Passenger arising out of the carriage of air or sea must be commenced within the two year time limit prescribed by the Warsaw Convention, the Montreal Convention or the Athens Convention, as applicable.

11.5. The Passenger Shipping Association offers a low cost conciliation procedure where a non-binding review of correspondence is undertaken by an independent conciliator. Details of this scheme are available on request.

## 12. CONSUMER PROTECTION

12.1. When you buy an ATOL protected fly cruise from the Company in the UK you will receive a confirmation invoice from the Company (or via the authorised agent through which they booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 5223. In the unlikely event of the Company insolvency, the Civil Aviation Authority will ensure that you are not stranded abroad and will arrange to refund any money you have paid to the Company for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

12.2. Not all holidays offered and sold by the Company will be protected by the ATOL Scheme. All non-fly cruises sold by the Company in the UK are protected under the PSA scheme of financial protection. In the unlikely event of the Company's insolvency, the PSA will ensure that Passengers booked on non-fly cruises are not stranded abroad and will arrange to refund any money paid to the Company for an advance booking.

## 13. DATA PROTECTION

13.1. In order to process your reservation and to ensure that your travel arrangements run smoothly and meet your requirements, SeaVacations needs to use the personal information you provide such as name, address, any special needs, health, medical, mobility or dietary requirements, etc. SeaVacations may pass personal information on to other relevant suppliers of your travel arrangements such as the ship operator, travel agents, airlines, hotels, and transport companies. Your personal information may also be provided to security and/or credit checking companies, credit and debit card companies, government and enforcement agencies, public authorities such as customs and immigration if required by them, or as required by law. This may involve sending your personal information between different countries, including countries outside the European Economic Area (EEA) where controls on data protection may not be as strong as the legal requirements in this country. This may also apply to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If SeaVacations cannot pass your personal information on to the relevant suppliers, whether in the EEA or not, SeaVacations cannot properly effect your booking. For the safety and security of the ship and its passengers, Holland America Line may operate closed circuit television (CCTV) in certain areas on board the ship during your cruise. Please be aware, however, that Holland America Line does not undertake to operate all cameras or monitor or record CCTV images at all times.

13.2. The personal information you provide to SeaVacations, or which is obtained through your dealings with SeaVacations will also be used by SeaVacations or by processors on its behalf: to review your dealings with SeaVacations including your purchasing preferences; to review, develop and improve the cruises and services offered by SeaVacations; and for market research purposes and for statistical analysis.

13.3. SeaVacations and other companies within the Carnival Corporation and plc group of companies (such as Carnival plc which is based in the UK and Holland America Line, Ltd which is based in the US), may wish to contact you by post, email and/or telephone with news, information and offers on cruises and other services relating to Carnival group cruise brands (including Carnival Cruise Lines, P&O Cruises, Cunard Line, Princess Cruises, and Seabourn Cruise Line) and for market research purposes. You agree to your personal information being passed to other companies within the Carnival group for this purpose. If you prefer not to be contacted for the purposes set out above please contact the Customer Data Department, SeaVacations UK Limited, 5 Gainsford Street, London, SE1 2NE.

13.4. If you wish to obtain a copy of the personal information held about you, please write to the above address. SeaVacations may make a charge for supplying this information as permitted by law.