

The following Booking Conditions form the basis on which any NCL reservation may be accepted and constitute the Contract of Carriage.

Please read them carefully.

Travelling with us is one of the world's best holiday buys. Your cruise holiday fare includes all meals and entertainment on board ship, detailed port briefings, port charges, departure taxes, baggage handling, and where applicable, flights, hotel stays (room only) and transfers between airport, hotel and ship. Not included, however, are service charges (see [clause 21](#)), optional programmes or activities such as shore excursions or meals ashore (unless otherwise stated in the itinerary description), personal services, other items available on board and any other service not expressly included in your cruise fare.

The following Booking Conditions together with the General Information contained in this brochure form the basis of your contract with NCL (Bahamas) Ltd., trading as NCL and/or Norwegian Cruise Line, a limited liability company incorporated in Bermuda, with its head office in Miami, Florida, USA and registered as a branch in England and Wales. Its office in England is at 1 Derry Street, London W8 5NN. Please read them carefully as they set out our respective rights and obligations.

Except where otherwise stated, these Booking Conditions only apply to cruise only or cruise inclusive holiday arrangements which you book with us in the EU and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Conditions to "cruise", "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements.

In these Booking Conditions, "you", "your" and "Guest" means all or any of the persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means NCL (Bahamas) Ltd., trading as NCL and/or Norwegian Cruise Line.

You may book with us directly by telephone on 0845 658 8010 or via one of our authorised travel agents. Before making a booking you must ensure that you have read and understood these Booking Conditions (raising any queries you have with us). You will be asked to confirm you have read the Booking Conditions before your booking is accepted.

A binding contract between us will come into existence when we verbally confirm your booking and provide a reservation number to you if booking direct or your travel agent receives confirmation of your booking and a reservation number from us verbally or via our reservations system. Payment of the required deposit or full payment as applicable and as referred to in [clause 2](#) below must be made at the time of booking. If payment is not made as required, we are entitled to treat your booking as cancelled and to levy cancellation charges as set out in [clause 6](#) below.

The service charge applicable to your cruise (see [clause 21](#)) will be added to your booking at the time of confirmation. This charge will be shown separately on your confirmation invoice and will be payable at the same time as the balance of the holiday cost. If you do not wish to

pay your service charge in this way, you may ask for it to be removed from your confirmation at the time of booking or at any time up to 2 weeks prior to departure. If you do so, the service charge will be added to your shipboard account and must be paid before departure from the ship. If you cancel your booking before departure but after paying your service charge, the service charge will be refunded in full. For information on fuel supplements please refer to [clause 21](#).

Following confirmation of your booking as above, we will issue a confirmation invoice. This invoice will be sent to the party leader or your travel agent. Please check this invoice, your tickets and all other documents carefully as soon as you receive them. Contact us immediately if any information appears to be incorrect or incomplete. Please note, all telephone conversations with our reservations department are recorded. If you wish to add our "Cruising from the UK transfer" offer to your booking or need to correct the spelling of the name of any Guest or any other incorrectly stated (by us) information, you must do so (subject to availability for car parking and transfers) within 7 days of receipt by you of your confirmation invoice providing the request/correction is made more than 14 days in advance of your departure date. If you are booking within 14 days of departure, you must notify us of any errors (by us) within 48 hours of receiving your confirmation invoice. An administration fee of £35 per person per change will be payable. This administration fee will also be payable if you wish to make any other alteration to your booking at any time. Our "Cruising from UK" offer cannot be booked within 14 days of departure.

Guests should note that airlines may not allow name changes on scheduled flights and that the flight booking may need to be cancelled and rebooked if a name needs to be changed. The rebooking will always be subject to flight availability and to the payment of any charges imposed by the airline, which may, in some cases be the full cost of the ticket.

We cannot accept any liability if we are not notified of any error or omission in your confirmation invoice within the above time limits. We will do our best to rectify any mistakes made by us which are notified outside these time limits. However, you will be responsible for any costs and expenses involved in doing so.

In order to confirm your chosen holiday, a deposit is required as follows*

Destination/Category	Deposit
Short Breaks	£50 per person
Europe	£100 per person
All other destinations	£200 per person
AE Suites and above	20% of total fare

*or full payment if booking after balance due date (see below). The required deposit / full payment must be paid at the time of booking.

You can pay by cheque, American Express, MasterCard, Visa, Diners, Solo, Switch or

Maestro. If paying by card: Card number, name on card, expiry date and three digit security code on back of card will be required.

The balance of the holiday cost must be received by us not later than the balance due date which is 60 days prior to the start of the holiday for all cruises (full payment for AE Suites and above is required at 90 days). The balance due date will be shown on the confirmation invoice. You must ensure payment reaches us by this date. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in [clause 6](#) below will be payable.

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf. For flight inclusive bookings, all monies paid to such agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you.

A binding contract between us comes into existence when we confirm your booking to you or your travel agent as set out in [clause 1](#). We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us. We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only.

Changes to these Booking Conditions or the General Information shown in our brochure will only be valid if agreed by us in writing.

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

We reserve the right to increase or decrease the prices of unsold holidays at any time. We also reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. The price of your chosen holiday will be confirmed at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it in the circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of changes in transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the increase in our costs exceeds 2% of the total cost of

your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge and then only for any increase in excess of this 2%.

If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to choose one of options (a), (b) and (c) as set out in [clause 8](#) below. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in [clause 8](#) below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. A refund will only be payable if any decrease in our costs exceeds 2% of the total holiday cost as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. Please note that holiday arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

We promise not to levy a surcharge within 30 days of the start of your holiday. No refund in respect of any decrease in costs will be payable during this period either. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error.

Should you wish to make any changes to your confirmed holiday outside of 60 days or 90 days for AE and above, you must notify us as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £35 per person per change will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

Should you need to cancel your chosen holiday once it has been confirmed, the first named person on the booking (who must be at least 21) must immediately advise us by telephoning us on 0845 658 8140 during normal working hours. If an individual Guest wishes to cancel their place on the booking (but not the entire booking), that person must telephone us on 0845 658 8140 during normal working hours. The cancellation may be confirmed by writing to the Guest Services Department, NCL, 1 Derry Street, London, W8 5NN, email – longuestservices@ncl.com. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding taxes and fee's and amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure notification of cancellation received by us

Cancellation charge per person cancelling

All other bookings other than AE Grade and above

more than 61 days	deposit
60-42 days	45%
41-16 days	75%
15-5 days	90%
Under 4 days	100%
After departure	100%

Period before departure notification of cancellation received by us**Cancellation charge per person cancelling****AE Grade and above**

more than 91 days	deposit
90-42 days	45%
41-16 days	75%
15-5 days	90%
Under 4 days	100%
After departure	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

If any member of your party is prevented from travelling (for example, as a result of their own illness or injury or the serious illness or injury of a close relative), the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than 60 days before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £35 per person transferring must be paid before the transfer can be made. For flight inclusive bookings, you must pay the charges levied by the airline(s) concerned. Guests should note that airlines may not allow name changes on scheduled flights and that the flight booking may need to be cancelled and rebooked if a name needs to be changed. The rebooking will always be subject to flight availability and to the payment of any charges imposed by the airline(s), which may, in some cases be the full cost of the ticket.

All travel documents must be returned to us before any refund you may be entitled to can be processed. Where any cancellation reduces your cabin occupancy from double to single or the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate the holiday cost of the remaining Guest(s) based on the then applicable rate and re-invoice

you accordingly.

We will not make any refunds in respect of any unused element of your holiday, including but not restricted to any cruise portion, hotel accommodation, land based programme, flights or transfers.

Guests are required to take out adequate and appropriate holiday insurance to cover as a minimum all travel, cancellation, medical and repatriation liabilities.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check the extent or adequacy of the cover provided by alternative insurance policies.

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in our brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after balance due date where you have failed to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of "force majeure" as defined in see [clause 9](#) below. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" include the following changes when made before departure; a change of time of embarkation or disembarkation by more 12 hours, a change of departure point to one which is significantly more inconvenient for you or a significant change of itinerary missing out two or more ports altogether.

If we have to make a significant change or cancel, we will tell you as soon as reasonably possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note: the above options are not available where any change made is not a significant one.

If we have to make a significant change or cancel after balance due date, we will pay you reasonable compensation subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time).

No compensation is payable for minor changes or where we make a significant change or cancel prior to balance due date. A minor change is a change which, taking into account the information you give us at the time of booking or which we can reasonably be expected to know, we could not reasonably expect to have a significant effect on your confirmed holiday.

Very rarely, we may be forced by "force majeure" (see [clause 9](#)) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

Please note: If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment from the airline under EC Regulation No 261/ 2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk.

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise

suffer any damage or loss (as more fully described in [clause 10\(2\)](#) below) as a result of “force majeure”. In these Booking Conditions, “force majeure” means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

(1) Subject to clauses [10\(6\)](#) and [10\(7\)](#) below we promise to make sure that the holiday arrangements we have agreed to make, perform or provide, as applicable, as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Booking Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- ‘force majeure’ as defined in [clause 9](#) above.

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them. Please also see [clause 15](#) “Shore excursions and brochure information”. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a

reasonable holiday maker to refuse to take the holiday in question.

(5) As set out in these Booking Conditions we limit the maximum amount we may have to pay you for any claims you may make against us.

For all claims concerning or arising out of loss of, delay and/or damage to any luggage or personal possessions (including money), the maximum amounts we will have to pay you are those set out in [clause 10\(7\)](#) unless the claim arises out of any air travel (including the process of getting on or off the aircraft) in which case [clause 10\(6\)](#) applies. For the avoidance of doubt, this means these maximum amounts will apply not only to your cruise but also where your claim arises in relation to other services such as hotel stays before or after your cruise or transfers between overseas airport, ship and/ or hotel which form part of your holiday.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under [clauses 10\(6\)](#) or [10\(7\)](#) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any flight arrangements (including the process of getting on and/or off the aircraft concerned) provided by any air carrier where we have arranged the flight as part of our contract, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is limited to the most the carrier concerned would have to pay under the international convention or regulation which applies to the flight in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/ or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/ 2002 for national and international travel by air). Please note: for all such claims (including those involving death or personal injury) where the carrier is not obliged to make any payment to you under the applicable International Convention or Regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable Convention or Regulation), we are similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the airline for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable Convention or Regulation.

(7) The provisions of the Convention Relating to the Carriage of Passengers and Their Luggage by Sea 1974 ("The Athens Convention") apply to the cruise element of your holiday as well as the process of getting on or off the ship concerned. We are the carrier for the purposes of The Athens Convention. For any claim involving death or personal injury

or delay or loss of or damage to luggage arising out of the cruise element of your holiday and/ or the process of getting on or off the ship concerned the only liability we have to you is in accordance with The Athens Convention. This means you are not entitled to make any claim against us which is not expressly permitted by The Athens Convention or which is in excess of the limits provided by The Athens Convention. Any claims covered under The Athens Convention must be made within the time limits set out in The Athens Convention (see below). Any proceedings must be issued within a maximum period of 2 years from the date specified by The Athens Convention.

Personal injury or death

The Athens Convention limits the maximum amount we as the carrier have to pay if found liable in the event of death or personal injury. This limit is presently (as at 29th Feb 2008) approximately £37,799 per person unless otherwise specifically agreed in writing.

Luggage

The Athens Convention also limits the maximum amount we as the carrier have to pay if found liable in the event of delay of or loss or damage to luggage and also makes provision for valuables - see below. Please note, these maximum amounts will apply not only to your cruise but also where your claim arises in relation to other services (apart from your flight) such as hotels stays before or after your cruise or transfers between overseas airport, ship and/or hotel which form part of your holiday.

Valuable or important items

All valuable and important items (for example, money, jewellery, medicines, fragile items, important travel and other documents, video/camera/computer equipment, etc.) must be carried by hand and not packed in your luggage and/or left unsecured in your cabin or elsewhere on board the ship, on any other transport or in any other accommodation. Special care must be taken of such items. For your protection, once on board the ship or during any hotel stay, all valuable and important items must be left in your cabin or hotel room mini-safe where available or deposited with your hotel's reception if they undertake the safekeeping of such items when they are not being personally worn or carried by you. Please, however, bear in mind that no mini-safe is totally secure and consider carefully whether you need to bring the items in question with you on holiday. If a valuable or important item is lost, damaged or stolen, we are entitled to argue where appropriate that you should not have brought the item on holiday. You are strongly advised to take out appropriate and adequate insurance to protect all valuable and important items.

Please note, we do not have the facility aboard any of our ships to accept any valuable items for safe-keeping. In accordance with The Athens Convention, we cannot therefore accept liability for the loss of or damage to any valuables you bring on holiday with you. Placing valuables in a cabin mini-safe is not depositing them with us for safe-keeping for the purposes of The Athens Convention.

In the event that we are found liable for loss of or damage to any valuables on any basis and at any stage during your holiday (including during any hotel stay or transport

arrangements), the most we will have to pay you in respect of such loss or damage is the maximum payable under The Athens Convention for valuables deposited with us for the agreed purpose of safe-keeping. As at 29th Feb 2008, this maximum is approximately £972 per person. Valuables deposited with any hotel for the agreed purpose of safe-keeping will be subject to any liability limit applicable to such arrangement.

Luggage/personal possessions other than valuables

The maximum we will have to pay you for any damage to, loss of or delay to any luggage or personal possessions other than valuable items (see above) for which we are responsible is the maximum which is payable under The Athens Convention for such damage, loss or delay. As at 29th Feb 2008, this maximum is approximately £674 per person unless otherwise specifically agreed in writing.

Time limits

Any damage or delay, which is apparent, must be notified in writing to ourselves and the supplier of the service concerned (if it is not us) before or, at latest, at the time of departure from the ship or, for other services, whilst using or at the end of using those services. Any damage or delay which is not apparent or loss must be notified in writing to ourselves and the supplier of the service concerned (if it is not us) within 15 days of departure from the ship or the end of your using the service in question.

If you fail to comply with the above, you shall be presumed, unless the contrary is proved, to have received your luggage undamaged. The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

(8) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(9) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in [clause 11](#) below. If asked to do so, you must transfer to us or our insurers any rights you have against any supplier (if not us) or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform us or the supplier of the service(s) in question (if not us). Any verbal notification must be put in writing and given to our

Customer Relations Desk or the supplier of the service concerned as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of the end of your holiday (or for damage to or loss of luggage within the time limits specified in [clause 10\(7\)](#) above) giving your booking reference and full details of your complaint. Only the party leader should write to us. If you wish to issue any claim against us you must also comply with the time limits for issuing claims as set out in [clauses 10\(6\)](#) and [10\(7\)](#). For all claims we regret we cannot accept any liability if you fail to follow the procedures set out above.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made to us or to the supplier concerned as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the ship, accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see [clause 10 \(6\)](#)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

If you have any special request, you must advise us at the time of booking. Although we will endeavour to meet (or pass any reasonable requests on to the relevant supplier where the special request does not relate to the cruise element of your holiday), we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed

on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking. We may require a doctor's certificate or other documentation, information or waiver relating to such disability, mobility problem or condition or fitness to travel as we consider necessary. In any event, you must give us full details in writing at the time of booking.

You acknowledge that medical care while on a cruise ship may be limited or delayed and that the ship may travel to destinations where medical care is unavailable. Certain international safety requirements, shipbuilding requirements and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Guests requiring the use of a wheelchair must provide their own as any wheelchairs available on the vessel are for emergency use only. For the convenience and comfort of such Guests, they are strongly encouraged to bring a collapsible wheelchair. Guests are advised that standard cabins are not designed to be barrier free and wheelchair accessible. You must be physically fit to undertake the holiday. You must be self sufficient and/or must travel with a companion able to provide any assistance needed during the holiday. Expectant mothers in or over their 24th week of pregnancy cannot travel on board the ship. Infants under the age of six (6) months are not permitted on board the ship.

Guests may not be able to participate in certain activities or programmes either on board the ship or onshore at ports of call if to do so would create a risk of harm to themselves or any other person.

The information contained in our brochure is correct to the best of our knowledge at the time of the brochure going to print. We may provide you with information (in our brochure, on our website and/or when you are on holiday) about shore excursions which are available for you to purchase on board ship. Subject to availability, you can generally book places on advertised shore excursions in advance or you may register for these on-line. Pre-ordered excursions will be charged to your on board account. The applicable details of all shore excursions (including departure times) are subject to change and excursions may on occasions be cancelled.

Shore excursions do not form part of your cruise only or cruise inclusive holiday arrangements. They are arranged and provided by operators who are wholly independent of us. Except where expressly stated (for example, this [clause 15](#)), these Booking Conditions do not apply to shore excursions. You will have a separate contract with us for any shore excursion(s) you book. Under this contract, we accept responsibility for selecting reputable

operators to arrange and provide your excursion in accordance with applicable local laws but will not be liable for the excursion itself or for the acts or omissions of the operator or any of its employees, agents, suppliers or sub-contractors or any other person(s) connected with the excursion (other than our own employees). In the event that we are found liable for the excursion on any basis, we are entitled to rely on all limitations and exclusions of liability contained or referred to in these Booking Conditions.

We cannot guarantee accuracy at all times of information given in relation to any shore excursions or about the port/area you are visiting generally or that any particular excursion will take place. Failure to operate/cancellation of any particular shore excursion(s) does not constitute a significant change to your holiday arrangements and does not entitle you to any compensation other than a refund of the cost of the excursion(s) concerned where you have paid for them. Similarly, any liability we are found to have in relation to any shore excursion is limited to the cost of the particular excursion concerned. Subject to these Booking Conditions, we do not limit or exclude our liability for death or personal injury arising from our negligence.

The passport, visa and health requirements applicable at the time of printing to British citizens for the holidays we offer are shown elsewhere in this brochure. Further information on entry requirements for the USA are available at <http://travel.state.gov> and you must also check these at the time of booking and in good time before departure as requirements may change.

A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Requirements may change and you must check the up to date position in good time before departure.

Current entry requirements for minors into Canada and the U.S. - Adults travelling with minors into the U.S. who are not the minor's parents or legal guardian must be in possession of a notarised parental/guardian consent letter that authorises the minor's travel and medical treatment in cases of emergency. Minors under 21 not travelling with both parents into Canada must have in their possession a notarised letter, which includes the actual dates of travel and signatures of both parents, indicating the name of the person(s) with whom the minor is travelling, and granting them permission to escort the minor. All Guests intending to travel to the U.S. on the Visa Waiver Programme (VWP) will be required to present a valid Machine Readable Passport. In addition, minors travelling on VWP are no longer eligible to travel to the USA on a parent's passport and will be required to hold their own valid Machine Readable Passport.

In order to enter the USA, every person travelling (including children) must have a visa unless they qualify for the Visa Waiver Programme (VWP). Most holidaymakers will qualify for the VWP but please see the important note below. At present, all visitors to the USA eligible for the VWP can complete the necessary form for entry into the US on their outbound flight or sailing to the US. However, this procedure is about to change. Effective January 12th 2009, all visitors to the United States (US) (including children) who are eligible for the VWP **must** apply for authorization to travel to the US in advance in accordance with the Electronic System for Travel Authorization (ESTA).

You must complete an online application for authorization to travel on the ESTA website <https://esta.cbp.dhs.gov/esta> at least 72 hours before your flight or sailing to the US departs but you are recommended to apply earlier. Providing the application is accepted, you will be provided with approval via the website. Approval is usually provided very quickly but can take up to 72 hours if data needs to be checked. You should make a note of the ESTA approval number when you receive it.

It is your responsibility to obtain ESTA approval or a US visa if required. If you fail to obtain authorization to travel through the ESTA website (where you are travelling on or after 12th January 2009) or a US visa in advance of travel, you will not be allowed on your outbound flight or sailing to the US. Full cancellation charges will then apply.

Important note

Not all visitors to the USA will qualify for the Visa Waiver Programme. You cannot apply for the VWP and will require a visa if you do not have a machine readable passport. All new style, burgundy coloured UK passports are machine readable. You will also need to apply for a visa if you have ever been arrested (even if you were not convicted of an offence) or have a criminal record of any description. Other exemptions also apply. If you are in any doubt as to whether you may require a visa, please contact the US Embassy, Consular Information Unit, 24 Grosvenor Square, London W1A 1AE or visit the website www.usembassy.org.uk before making your booking with us. Visa requirements may change.

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via www.dh.gov.uk and from most Post Offices. For holidays in the EU/EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7 and www.dh.gov.uk). Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any

liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

The Foreign and Commonwealth Office may have issued information about your holiday destination. Please visit www.fco.gov.uk for further details.

For your complete financial protection we are bonded with the Passenger Shipping Association. We also hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL 2752). When you buy an ATOL protected air package or flight from us, you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our ATOL number 2752. In the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk*. If your holiday does not include flights, the Passenger Shipping Authority will financially protect all advance payments you have made to us and will ensure you are returned to the point where your contracted arrangements with us commenced.

*Please note: ATOL protection extends primarily to customers who book and pay in the UK. We are also bonded with the Federal Maritime Commission in the USA.

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We cannot accept liability for any delay which is due to any of the reasons set out in [clause 9](#) of these Booking Conditions (which includes the behaviour of any passenger on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements and in this event our liability will be limited to a maximum of 10% of the price paid for your holiday.

In all situations the ship shall have liberty to proceed without pilots. The ship shall also be at liberty to deviate from the advertised route and to call (or omit to call) at any port or place to tow and assist vessels and to offer or render assistance to preserve life or property or for any other reason or purpose which in the judgment of the Master of the ship (whether alone or acting on advice from others) is reasonable including, but not limited to, weather conditions, operational matters, the medical condition of anyone on board or the safety, comfort or convenience of Guests. Such deviation shall not give rise to any liability on our part and shall not represent a significant change to the holiday.

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to

your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking if your holiday is flight inclusive. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier or in flight timings will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these Conditions.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of [clause 8](#) (Changes and cancellation by us) will apply.

You must comply with the following boarding requirements. If you do not arrive to embark on time at any port or place then we shall have no liability in respect of the consequences. We shall not be obliged to delay or deviate from the intended itinerary and you must bear any and all costs arising as a result. Costs associated with transportation to rejoin the ship such as, but not limited to, Government fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees shall be borne by you.

Arrival at the cruise terminal:

For your comfort and convenience, we recommend that you arrive at the cruise terminal no earlier than one (1) hour prior to the scheduled embarkation time printed on your cruise documents. Because of security regulations, you may not be allowed to enter the cruise terminal prior to the scheduled embarkation time and may want to avoid waiting in potentially inclement weather as the waiting area outside and inside the cruise terminal may be limited.

Final boarding time:

In order to facilitate the embarkation process, you are requested to complete the online [Advance Guest Registration](#) form at least four (4) days prior to sailing. To comply with new

government regulations governing departure manifests, all Guests who have completed their online Advance Guest Registration at least four (4) days prior to sailing must complete check-in at the cruise terminal no later than one (1) hour prior to the departure time noted on their cruise documents or they will not be permitted to sail. Guests who have not completed their online Advance Guest Registration form at least four (4) days prior to sailing will be required to complete check-in at the cruise terminal at least two (2) hours prior and be onboard the ship no later than one (1) hour prior to the departure time noted on their cruise documents or they will not be permitted to sail. Any late arriving Guests may join the ship at an approved port of call in the scheduled cruise itinerary. Such Guests will be responsible for all applicable fees and travel expenses to that subsequent port of call.

Boarding time in ports of call:

In all ports of call, it is also your responsibility to be back onboard the ship no later than one (1) hour prior to the ship's scheduled departure time. Please be aware that shipboard time may differ from the port of call and it is your responsibility to follow the shipboard time. In the event you miss the ship, it will be your responsibility to pay all expenses incurred to rejoin the ship.

Services and goods provided during the holiday, service charges and any port or airport charges and taxes which are not included in the confirmed holiday price must be paid by you. Additionally, fares do not include travel insurance, drinks, hotel meals, shore excursions, UK regional flights (available at a supplement), personal expenses, cover charge at selected restaurants & any other item not expressly included in the fare. Fares published are guideline prices, may be subject to change at any time and are subject to availability. Except where indicated, advertised fares are per person, based on double/twin occupancy and include current fuel supplements, relevant government fees and taxes.

Where services or goods are provided on board the ship, payment must be made before you disembark. Without prejudice to any lien over your goods, you agree that we shall be entitled to prevent any baggage or goods belonging to or travelling with you from leaving the ship until all sums owed to us by you have been paid in full.

Certain members of the ship's crew are compensated by a combination of salary and incentive programs that are funded in part by the service charge paid by each Guest. The charge is intended to reward service provided in certain departments and job categories and is distributed to the crew according to our evaluation of job performance. A portion of the service charge collected by us is also used for fleet-wide crew welfare programs. For these purposes a fixed service charge of \$12 per person per day will be payable, at your discretion. There is no charge for children under the age of three. The applicable service charge will be added to your booking at the time of confirmation. This charge will be shown separately on your confirmation invoice and will be payable at the same time as the balance of the holiday cost. If you do not wish to pay your service charge in this way, you may ask for it to be removed from your confirmation at the time of booking or at any time up to 2 weeks prior to departure. If you do so, the service charge will be added to your shipboard

account and must be paid before departure from the ship if you cancel your booking before departure but after paying your service charge, the service charge will be refunded in full. Service charges may be subject to change.

You must have received all medical inoculations necessary for the holiday in good time prior to the commencement of your holiday and you must have available for production as required during the holiday the passage ticket, valid as required for the holiday, passport, visas, medical card and other documents necessary for the scheduled ports of call and disembarkation.

At any port or place we may refuse to embark or may disembark any Guest who, in the opinion of the Master, ship's medical personnel or other authorised ship's officer, might be excluded from landing at destination by Immigration or other Governmental Authorities or who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other Guests or the crew. In such cases the Guest concerned shall not be entitled to any refund of the holiday cost or compensation of any kind. Additionally, we will have no liability for any costs or expenses they incur as a result. In cases of quarantine of the ship involving detention of Guests, each Guest must bear all risk and expense thereby caused and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the ship, and for all other quarantine fees and expenses assessed or incurred in respect of the Guest.

You are subject to any and all baggage restrictions made by all carriers during the holiday, including air and land carriers. You are responsible for checking these prior to departure and accepts responsibility for any baggage disallowed or additional charges caused by restrictions including any excess baggage charges levied by any air carrier. Our requirements for cruises are as follows. Only such clothes, effects and gifts as are appropriate for the cruise may be brought on board by each Guest. Each Guest may bring on board baggage weighing up to a total of 200 pounds. Each piece of baggage must be distinctly labelled with the Guest's name, name of the ship, cabin number and sailing date. No individual piece may exceed 4 feet in any one dimension. Any Guest wishing to bring on board baggage in excess of 200 pounds must seek prior approval from us.

You must not carry firearms, explosives, inflammable materials or other hazardous items. Any such items or noxious substance in your possession on embarkation shall immediately be surrendered to an appropriate member of staff and may be confiscated, destroyed or surrendered to authorities. You shall not bring on board any intoxicating liquors or beverages. Any such items in your possession on embarkation shall immediately be surrendered to the ship's Master. You shall have no claim for any loss or inconvenience

incurred.

The ship's Master or any crew member acting under the authority of the Master shall be entitled to enter the Stateroom occupied by any Guest at any time for the purposes of searching for controlled or prohibited substances or for purposes connected with repair, maintenance work, security or safety. The Guest agrees to submit to any personal search or search of luggage and goods where such search is reasonably required by us or any supplier in the interests of security or safety or by any third party acting with governmental authority.

You must place luggage not retained in a Stateroom in the ship's baggage room or safe and obtain a receipt from us for that luggage. You must ensure that no valuable or important items are left in such luggage – see [clause 10\(7\)](#).

During any transfer of luggage, including upon departure from any hotel or airport, arrival at any new destination or upon change of vehicle or means of transport, it is your responsibility to identify your luggage and ensure it is dealt with as may be appropriate for delivery to the next destination lies. Any property left on a ship at final destination may be stored and repatriated at the Guest's expense.

Pets, birds, livestock and other animals are not allowed on board the ship. Guests shall neither pay nor receive any general average contribution with respect to any property.

Except as otherwise set out in these Conditions you must indemnify us for any expense incurred by us which is not included in the holiday price you have paid to us including (without limitation) expenses relating to medical, dental or similar treatment, accommodation, transportation, repatriation or damage to property.

For the purposes of the Data Protection Act 1998, we are a data controller. In order to process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names and contact details of party members, credit/ debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you.

We need to pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example your airline, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or to involve suppliers or other third parties outside these countries.

We would also like to store and use your personal details for future marketing purposes (for example, sending you a brochure or details of a promotion including by email). All details you give us in connection with your booking (including those relating to any disability or

medical condition or your religious beliefs) will be kept but we will use only names and contact details for marketing purposes. You are entitled to opt out of marketing communications from us at any time if you do not wish to receive these.

As a service to our Guests, we accept payment for items such as champagne and on board credit from friends, relatives or other persons who wish to provide a gift to particular Guests during their cruise. In order to provide this service, personal details of the Guests concerned need to be confirmed or provided to the person making the gift. If you do not want us to provide this service, please advise us at the time of booking.

Occasionally we hire other companies to provide services on our behalf, for example mailing information to our customers. We only provide those companies with the personal details relating to our Guests which they require in order to deliver the service. They are prohibited from using that information for any other purpose. We will ensure that anyone to whom we pass your details for this reason agrees to treat it with the same level of protection we are obliged to provide. We will not disclose personal details to any other companies or organisations without your express consent. We may need to disclose our customer database, including any personal data relating to you contained therein, to a third party who acquires or attempts to acquire all or substantially all of the assets or stocks in our company or our website service whether by merger, acquisition, reorganisation or otherwise.

If you do not want us to do any or all of these things, please let us know as soon as possible although please bear in mind this may mean we cannot provide the holiday or other services you have requested. We are entitled to assume you do not object to our doing any of the things mentioned in this statement unless you tell us otherwise.

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request.

If you believe that any of your personal details which we are processing are inaccurate or incorrect please contact us immediately.

As our privacy statement may change due to developments in the law, we would encourage you to reread our privacy statement from time to time so that you are aware of any changes in how we gather and use personal information. Telephone calls to us will be recorded and monitored for the purposes of providing a record of the booking process, training, accuracy and quality assurance.