

# Terms & Conditions

## GENERAL TERMS & CONDITIONS

Please read these Terms & Conditions carefully. They include important information you will need to know before you book a Crystal cruise, and are some of the Terms & Conditions which form part of the Ticket contract pursuant to which you travel with Crystal Cruises. These Terms & Conditions are subject to change with or without notice. The entire Terms & Conditions that form the ticket contract by which you are bound are available through Crystal Cruises.

### 1. TERMS OF THE CONTRACT:

The Crystal Cruises Inclusive Fly-cruise arrangements in this brochure are organised and offered for sale in the United Kingdom by Mundy Cruising plc trading as The Cruise Portfolio of 50-51 Wells Street, London, W1T 3PP ("the Company") upon the terms of these conditions and the information contained in this brochure. Although all of the information contained in this brochure has been described in accordance with the latest information available at the time of printing, the Company reserves the right to make changes, though any change will be notified to you before you conclude a contract with the Company. Carriage by Sea is provided by Crystal Cruises Inc. (Crystal Cruises or the Carrier) of 11755 Wilshire Boulevard, Suite 900, Los Angeles, California 90025, whose ships "Crystal Symphony" and "Crystal Serenity" are registered in the Bahamas.

### 2. BOOKING PROCEDURE AND DEPOSIT:

In order to make a booking, please contact your ABTA Travel Agency or the Company. Complete and sign the booking form contained within this brochure. The person signing the booking form accepts these conditions and the brochure information on behalf of all persons named on the booking form. All references to "you" or "your" shall be a reference to all persons who are part of the booking. The booking form should then be sent to the Company or handed to your ABTA Travel Agent together with a deposit of 20% per person for all categories. All monies you pay to the travel agent are held by him on behalf of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at the time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. The holiday arrangements shown in the brochure are flexible – if you wish to extend your stay pre- or post- cruise, upgrade your flights or make any other arrangements, please put full details in writing at the of time booking. If you do not do so, you will be required to pay the booking amendment fee when changes are made (see section 20).

### 3. CONTRACT:

Your Contract is with the Company and your cruise is performed by Crystal Cruises whose Conditions of Carriage are expressly incorporated

into these Booking Conditions and can be viewed at [www.crystalcruises.co.uk](http://www.crystalcruises.co.uk). You can also obtain a copy from the Company. The person signing the Booking Form must be over the age of eighteen (18). The Contract with the Company is concluded when the Company issues a confirmation invoice. This will be sent to you by the Company or your ABTA Travel Agent. Full payment of the balance shown on the confirmation invoice is required no later than 100 days prior to departure. If the booking is made and accepted within 100 days of departure, then full payment must be sent with the completed booking form. Failure to pay in full by this time may result in cancellation of your cruise and forfeit of your deposit.

### 4. PRICES:

The prices shown in this brochure may have changed by the time you come to book your holiday. Although we make every effort to ensure that the pricing shown in the brochure is accurate at the time of printing, regrettably errors do occur, and you will be advised of the current price of the holiday when your contract is confirmed.

The Company's prices are based on known costs and projections at 30th April 2016 and it does not expect to have to make any changes. However, the Company reserves the right to vary prices up or down at any time up to 30 days before departure to allow for variations in: a) exchange rates, b) transportation costs, including the cost of fuel and, c) increases in general tax rates (such as VAT) imposed by any country including dues, taxes or fees chargeable for services such as embarkation and disembarkation fees at ports or airports. Even in these cases, the Company will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and amendment charges). (Any increase will be calculated by reference to the total cost of the variation to the Company divided by its best estimate of the number of passengers likely to be affected, so as to arrive at a per capita increase). If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to the Company for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed in the invoice or such other time as may be specified.

The cruise fare for all sailings includes all normal shipboard services and facilities plus all non-alcoholic beverages, select wines and liquors and gratuities for house-keeping, dining and bar staff. The cruise fare does not include port, security and handling charges, fuel surcharges, other surcharges, airfare and transfers (unless otherwise noted), shore excursions, sightseeing or meals ashore, taxes, gratuities, visa fees, laundry or valet service, or any item or service whatsoever of a personal nature, such as medical treatment, expenses incurred on board or ashore in connection with medical treatment, condition or medical disembarkation, massage, spa services or hairstyling. Free air where

indicated, may be included in the published cruise fare. Miscellaneous charges levied by the air carriers for services, including but not limited to luggage, meals, special seat assignments or any other airline provided service are the Guest's responsibility. If a Guest does not choose to participate in the available Free Air Programme, the cruise-only credit will be applied against the published cruise fare.

All offers may not be combinable with other promotions, apply to first two Guests in stateroom or Suite, are capacity-controlled, subject to availability and may be changed or withdrawn at any time. Fares shown herein are based on a beneficial exchange rate, fixed until 30th June 2016. To receive preferential fares based on this rate of exchange guests must book before 30th June 2016.

All charges for services and products provided onboard the Ship must be settled in cash, traveller's cheques and personal cheques to limits acceptable to Crystal Cruises or by credit card acceptable to Crystal Cruises and before the guest's final disembarkation from the Ship. Any and all payments shall be made in the currency of the United States of America or other currency acceptable to the Carrier. Any other expenses incurred by you shall be payable to Crystal Cruises on demand and prior to leaving the Vessel.

### 5. PASSPORTS AND VISAS:

All passengers are required to be onboard the Ship at least 90 minutes before departure time.

British passengers should carry a full British Passport, valid for at least 6 months after the end of your holiday. Other nationalities should also carry a full passport. Visas may be required for some ports of call. Please check with your travel agent or Crystal Cruises.

It is your responsibility to ensure that you have valid and appropriate travel documentation including passports and visas for each person travelling with you for eligibility to travel at the time of embarkation and throughout the cruise and the various ports of call for the Cruise. In addition to immigration and customs requirements, the U.S. Government and others place restrictions on the carriage of persons whose names appear on Government watch lists or who are deemed legally ineligible to travel. It is your sole responsibility to ensure your legal eligibility to travel. You are advised to check with the appropriate Government authority to determine the necessary documents and travel eligibility requirements. If you or anyone travelling with you become ineligible to travel for any reason, or are travelling without proper documentation, then you will not be allowed to board the ship. Under no circumstances shall the Company or Crystal Cruises be liable for any costs, damages or expenses whatsoever incurred by you or anyone else as a result of such denial of boarding.

## **6. HEALTH REQUIREMENTS AND INSURANCE:**

You represent and warrant that you and everyone travelling with you are physically and otherwise fit to travel. The ship visits numerous ports in a number of countries. You are solely responsible for checking with your doctor as to which vaccination or medication are recommended or required for those countries for those travelling and for any assistance animals.

Unwed, unrelated couples must be 18 or over to be booked in the same stateroom. Crystal Cruises is unable to accommodate children under six (6) months of age and reserves the right to restrict the number of those under three (3) years of age aboard the Ship. Any child under the age of eighteen (18) must be accompanied by an adult over the age of eighteen (18). In addition, if the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian and received by Crystal Cruises at least 30 days prior to sailing. Guests aged 17 and under must be in a stateroom either with a parent or authorised guardian over 21 years of age. No one under the age of eighteen (18) is permitted in the Ship's casino or to participate in any monetary-based games of chance (including Bingo) on board.

The Company or Crystal Cruises cannot accept any responsibility for your failure to comply with the necessary medical, passport or visa requirements. Crystal Cruises and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. You and all persons travelling with you agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. In the interest of health and safety Crystal Cruises may deny boarding to any person who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Where illness is diagnosed on board the vessel you and all persons travelling with you agree that you/they may be required to remain in their cabins for such duration as required by the ship's doctor. Refusal to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. Refusal to remain in the cabin or otherwise reasonably co-operate or follow the Doctor's or Captain's instructions following illness may result in being disembarked at the next port of call. Neither the Company nor Crystal Cruises shall have any liability to you or any person travelling with you in the event of denied boarding or disembarkation. You must pay or reimburse Crystal Cruises for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services, including, but not limited to such costs and expenses incurred by or on account of services provided by port agent and other shoreside service providers, including luggage shipping costs.

All passengers must have adequate insurance cover against cancellation, illness, repatriation loss of luggage etc. You should advise name of your own insurer so to indicate to the Company you have in fact taken out adequate insurance cover.

## **7. PREGNANCY:**

If you or anyone travelling with you is pregnant you/they understand and acknowledge that prenatal and early infant care, in particular, may require specialised diagnostic facilities and/or treatment that are not obtainable during the Cruise on board the ship and/or ashore in ports of call. The ship's doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by the Company or Crystal Cruises in respect of the inability to provide such services or equipment.

The Company and Crystal Cruises recommend that pregnant women should seek medical advice prior to travel at any stage of their pregnancy. The Carrier does not have on board its ships adequate medical facilities for childbirth. Crystal Cruises is unable for safety reasons to carry pregnant passengers of 23 weeks or more by the end of the cruise, therefore the Company will not be able to accept a booking for any person who will have passed their 23rd week of pregnancy at the time of embarkation or at the end of the cruise.

All pregnant women who meet the above requirements are required to produce a doctor's letter stating that mother and baby are in good health, fit to travel taking into account the proposed itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery calculated from both the last menstrual period and ultrasound (if performed). Crystal Cruises cannot carry any pregnant woman who does not comply with this requirement and will refuse passage to any person who appears to be in an advanced state of pregnancy and neither the Company or Crystal Cruises shall have any liability whatsoever in respect of either such refusal and/or the carriage of such a person.

## **8. MEDICAL FACILITIES/ TREATMENT ON BOARD AND ASHORE:**

Whilst there is a qualified doctor on board it is the passenger's obligation and responsibility to seek medical assistance if necessary during the Cruise. You and all those travelling with you consent to treatment deemed necessary by the Ship's doctor or other medical personnel if subsequent to embarkation you/they are unable to request or authorise such treatment and in the opinion of the Ship's doctor such medical attention is necessary.

The ship's doctor is not a specialist and the ship's medical Centre is not required to be and is not equipped to the same standards as a land based hospital or designed for the provision of extensive or continuing treatment. The ship carries medical supplies and equipment in accordance with the requirements of its flag state.

Neither the Company or Crystal Cruises nor the ship's doctor shall be liable to you or anyone else travelling with you as a result of any inability to treat any medical condition as a result. Charges will apply for services dispensed by the ships medical Centre. The Company or Crystal Cruises shall not be liable for any aspect of medical treatment provided to you

or anyone else travelling with you, including, but not limited to, the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish you with. The Company or Crystal Cruises makes no warranty as to the quality of any such medical services.

In the event you or anyone travelling with you have to be landed for medical treatment ashore no representations are made regarding the quality of medical treatment at any port of call or at the place at which you are landed. Medical facilities and treatment do vary from port to port. Any cost or expense which is reasonably incurred by Crystal Cruises for or on behalf of yourself or any person travelling with you in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by you/they to Crystal Cruises, whether or not such sum is covered by your/their travel insurance. The Company and Crystal Cruises reserve the right to take any action that they consider appropriate to recover any such costs or expense and You/they agree to fully indemnify and reimburse the Company or Crystal Cruises in respect of such costs and expenses.

If you require dialysis on board the vessel you must notify the Company at the time of booking and every effort will be made to see if this can be accommodated on board the ship. Please note that the medical facilities on board the ship are NOT equipped to perform dialysis. The shipboard doctors are not trained to provide dialysis treatments but are able to assist in emergency situations. All dialysis equipment and medication must be provided by the passenger. This includes antibiotics. A risk assessment shall be carried out at the time of booking by the Carrier to ensure that you/they can be carried in these circumstances safely and in accordance with applicable laws.

In relation to any other medical equipment there are limited storage facilities on board. There are restrictions on the number and type of oxygen cylinders which can be carried in cabins. The ships medical centre cannot refill or supply oxygen cylinders liquid oxygen is strictly prohibited. You must notify the Company prior to booking of any medical or mobility equipment you wish to take on board the ship.

## **9. CHILDREN:**

Crystal Cruises is unable to accommodate children less than six months (6 months) of age and may restrict the number of those who are less than three (3) years of age onboard the Ship. Any child under the age of 18 must be accompanied by an adult. If the adult accompanying the child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian prior to sailing. Parents can have two related children booked in the same cabin, provided one of them is at least sixteen (16) years of age. No one under the age of eighteen (18) is permitted in the Ship's Casino or to participate in any monetary based games of chance (including Bingo) onboard.

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No one under the age of eighteen (18) shall be served alcohol onboard the Vessel. When docked or anchored in US Ports or within the three mile limit, alcoholic beverages will not be served to guests under the age of twenty-one (21).

### **10. DISABLED PASSENGERS OR PASSENGERS WITH REDUCED MOBILITY:**

The Company and Crystal Cruises priority is always your comfort and safety as well as complying with the strict legal requirements of the law relating to safety of life at sea. In order to achieve these objectives, you are asked at the time of booking and before boarding to provide as much detail as possible of the matters given below to the Company/your ABTA Travel Agent/ Crystal Cruises so that the Carrier can consider its obligation to carry you in a safe and operationally feasible manner, taking into account any issues relating to the design of the ship or port infrastructure and equipment including port terminals which may make it impossible to carry out your embarkation, disembarkation or carriage which may therefore have an impact on your safety and comfort.

See also sections 8, 11 and 12.

You are asked to provide full details if you or anyone travelling with you is unwell, infirm, Disabled or has Reduced Mobility prior to Carriage. You/they are asked to provide full details:-

- a) If you/they require a Disabled cabin. The Ship has a limited number of such accessible staterooms available on a "first come first serve" basis.
  - b) If you/they have any special seating requirements.
  - c) If you/they need to bring any electrical or other medical equipment on board.
  - d) If you/they need to bring a recognised assistance animal on board the vessel. Please note that assistance animals are subject to national certificate regulations.
- Please ask for our Special Needs form in order that we can assess your personal requirements. Where Crystal Cruises considers that it is strictly necessary it may require a Disabled Person or Person with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Carrier assessing the person's need on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary.
- If you or anyone travelling with you has any particular conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organised by you/ them and at your/their expense. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of specialised care for physical or psychiatric or other conditions. Crystal Cruises may refuse to carry any person who has failed to adequately notify the Company/ Crystal Cruises of any Disabilities or

needs for assistance in order for the Carrier to make an informed assessment that the person can be carried in a safe and operationally feasible manner on the grounds of safety.

If you or any person travelling with you become aware between the date of booking the cruise and the date of commencement of the cruise that you/they will require special care or assistance as detailed above then you/they are asked to inform the Company/Crystal Cruises and/or the Carrier immediately so that the Carrier can make an informed assessment whether or not you/they can be carried in a safe and operationally feasible manner. If after careful assessment of your or any person travelling with you their specific needs and requirements, the Company or Crystal Cruises conclude that you/they cannot be carried safely and in accordance with applicable safety requirements then the Company can refuse to accept a booking or Crystal Cruises can refuse embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety. In those circumstances you will be entitled to request that the Company or the Crystal Cruises provide the reasons to you in writing within 5 working days. See also Complaints in section below.

Some ports of call are anchorage ports, and physical conditions of a Disabled Person or Person with reduced mobility may preclude them from going ashore. Wheelchairs cannot be accommodated in tenders or other craft. Some Shore Excursions may not be suitable for Disabled Passengers or those with Reduced Mobility. Passengers must check at the time of booking. The decision will be made by the Captain of the Ship based on safety and is binding.

Any person in your booking confined to a wheelchair is asked to furnish their own standard size collapsible wheelchair and must also be accompanied by a travelling companion fit and able to assist them. In order to comply with Safety of Life at Sea and other Regulations each cabin is limited to two pieces of medical and or mobility equipment to a combined total value of 2250 SDRs (approx £2158.50). The Carrier can give permission in writing to allow these limits to be exceeded. The Carrier's assessment will be based on safety and reasonableness. If you would like to bring a motorised wheelchair on board you must provide the dimensions as size limitations may apply and the ship may not be able to accommodate this request.

### **11. MEDICAL EQUIPMENT:**

It is your responsibility or that of any person travelling with you requiring to bring any medical equipment on board the ship to notify the Company at the time of booking in writing if you/they need to have medical equipment on board and providing details of what type of equipment this might be so that the Company can inform the Carrier in order that the Carrier can ensure that the medical equipment can be carried and/or carried safely.

It is important that you or any person travelling with you contact the

manufacturer or supplier to ensure that any medical equipment you/they are intending to bring on board is safe to use. It is your/their responsibility to arrange delivery to the Ship prior to departure of all medical equipment. It is your/their responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive. You/they must be able to operate all equipment.

Portable oxygen tanks and oxygen concentrators may be used on board, provided that the Company is notified in writing at least 30 days prior to sailing and it has obtained the Carrier's consent in writing in respect thereof. Liquid oxygen is not permitted on board.

### **12. PETS AND SERVICE DOGS:**

Pets and other animals are not allowed on board the Ship. The Carrier must agree at the time of booking or prior to embarkation, in writing, that you or anyone travelling with you can bring a recognised service dog on board the ship. Prior notification is required in order to determine whether the Carrier can accommodate the service dog. If you or anyone travelling with you has not provided this information the Carrier cannot guarantee that the assistance dog will be carried. There may be national certificate requirements. It is the Passenger's responsibility to check the requirements at each port to include embarkation, disembarkation as well the various ports of call. The service dog must provide a physical service to the passenger to qualify as an assistance dog.

### **13. SPECIAL DIETS AND REQUESTS:**

The Company will endeavour, but does not guarantee, to meet any special diet requirements or special requests which you may have. These should be advised in writing at the time of booking.

Some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If you or anyone travelling with you has any known allergies, or is intolerant to any food, you/he/she is required to report it to the Maitre d'hôtel as soon as convenient after boarding the ship. It is your/their responsibility to ensure that you/they actively avoid any food you/they are allergic to. The Carrier will take all reasonable care if made aware in writing of any specific food or ingredient that you/they have an allergic reaction to and will assist you within reason to avoid any such food or ingredients if made aware by you/ them prior to ordering such food. The Carrier is not under any obligation to prepare or provide special meals for you or anyone travelling with you.

### **14. SECURITY**

Weapons, ammunition, explosives, substances that are hazardous,

disabling, or illegal, or any other article that in the opinion of the Captain of the ship shall be deemed dangerous, are strictly prohibited aboard the Ship. Such additional dangerous articles include, but are not limited to, firearms, stun guns, swords, ice picks or knives. A more comprehensive list of prohibited items is available through the Carrier from the Company. Any such items shall be surrendered to the Captain at embarkation, and may be disposed of in the sole discretion of the Captain.

You and everyone travelling with you hereby consents to a reasonable search being made of your/their person, Luggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of the Captain impair the safety of the Ship, be illegal or inconvenience other passengers on board.

#### **15. CRUISE ONLY ARRANGEMENTS:**

If you book arrangements with the Company that do not include flights, your arrangements are protected by way of a bond with ABTA. This means that in the unlikely event of our insolvency, your cruise can't be provided, you will receive your money back or, if your cruise has started, arrangements will be made for you to be able to continue as planned.

#### **16. FLY/CRUISE PACKAGES:**

For most 2016/2017 voyages, we have advised a cost for flights from a London airport alongside your cruise fare. Flights are offered subject to availability, and are limited to specific airlines, airports and often to specific flights. Our flight programme is subject to supplements as applicable at time of booking. Supplements for flight upgrades may be available at time of booking. Most flights are with British Airways, although alternative airlines may be used on specific sailings or when British Airways is unavailable.

In certain circumstances we may require full payment for flights and ancillaries at time of booking, and the amount paid for the flight element or ancillaries of the arrangements at deposit stage may be non-refundable. This will include pre-cruise and post-cruise arrangements. Please enquire at time of booking.

#### **17. HOTEL AND FLIGHT RESERVATION:**

If you purchase a fly/cruise package The Company has made arrangements with airlines and hotels which provide services included in the holidays in this brochure. Where the hotel is specified you will be booked into this hotel or one of a similar standard. If you chose to travel by air on dates other than those published, a higher fare may apply, and you should be advised by the Company prior to booking. All flights and hotels are confirmed when the booking form and deposit are received. No allocations are held. Passengers are booked onto the scheduled services of British Airways or other comparable carrier on the routes shown or other routes as agreed between the company and the

customer. Full details will be given on the invoice. In most cases, and subject to the airline, flights will be on a Boeing 747 on long haul flights, and on a Boeing 737, 757, 767, 777 or an Airbus for European flights. This information is for guidance only. Any deviations from the published package should be advised clearly in writing. World Traveller Plus, Business and First Class air travel can be arranged. Supplements are available on request.

#### **18. BOOKING CANCELLATION:**

Cancellation of bookings or category downgrade requests must be made in writing to the company. All tickets issued for cancelled bookings must be returned together with the notice of cancellation. The cancellation charges applicable are in accordance with the scale below:

- 1. Period prior to departure date when notice of cancellation or category downgrade received by The Company.**  
Booking date up to 91 days  
10% of the holiday price, plus any applicable flight and ancillary charges  
90 - 46 days  
20% of the holiday price, plus any applicable flight and ancillary charges  
45 - 31 days  
50% of the holiday price, plus any applicable flight and ancillary charges  
30 days and thereafter  
100% of the holiday price

- 2. Period prior to departure date when notice of cancellation or category downgrade received by The Company for World Cruise 2016/2017/2018 sectors or combination of voyages of a total of 50 days or less.**  
Booking date up to 91 days  
10% of the holiday price, plus any applicable flight and ancillary charges  
90 - 61 days  
20% of the holiday price, plus any applicable flight and ancillary charges  
60 - 31 days  
50% of the holiday price, plus any applicable flight and ancillary charges  
30 days and thereafter  
100% of the holiday price

- 3. Period prior to departure date when notice of cancellation or category downgrade received by The Company for multiple voyages of 51 days or more and Full World Cruise 2017/Full World Cruise 2018**  
Booking date up to 151 days  
10% of the holiday price, plus any applicable flight and ancillary charges

- 150 - 91 days  
20% of the holiday price, plus any applicable flight and ancillary charges  
90 - 61 days  
50% of the holiday price, plus any applicable flight and ancillary charges  
60 days and thereafter  
100% of the holiday price

#### **19. ALTERATIONS BY THE COMPANY:**

Arrangements for the holidays are made many months in advance by the Company.

Occasionally for some reasons of force majeure or other circumstances beyond the control of the Company it is necessary to make alterations to the arrangements. The Company reserves the right to alter or cancel itineraries, accommodation or other arrangements at any time.

In the event of a Significant Alteration prior to departure of an essential term of the Cruise, the Company will inform you of any cancellation or change of itinerary in writing as soon as reasonably possible and you will be offered a choice of:

- accepting the alteration or
- booking another Cruise of equivalent or superior quality, if available or booking another Cruise of a lower quality, if available, with a refund of the difference in price or cancelling and receiving a full refund of all monies paid.

You must notify the Company of your decision in writing within seven days of receiving the notification or alteration or such time as may be reasonably stipulated. The Company will not be liable with indirect or consequential losses. You will not be entitled to receive compensation where the Significant Alteration is due to:

- an event of Force Majeure where the cancellation is due to unusual and unforeseeable circumstances, the consequences of which could not have been avoided even if all due care had been exercised or
- where the minimum number of passengers specified as being required for a package to proceed is not reached.

In those circumstances, compensation shall be limited to £20 per person per night for the duration of the Cruise as booked.

In respect of a significant alteration of the Cruise after departure, then the Company will make suitable alternative arrangements at no extra cost to you for the continuation of the Cruise. If you do not accept these for good reason or it is impossible to make suitable alternative arrangements, the Company will where possible provide you back to the place of departure or to another place to which you have agreed with us. Compensation will not be payable if the alteration is minor or does not affect the value of the Cruise or if the

Company is not able to provide a significant proportion of the package due to an event of force majeure or is not at fault. The Carrier cannot

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guarantee the Cruise will call at every Port on the itinerary or follow every part of the advertised route or schedule. Cancellation of part of the itinerary, substitution of ports or unavailability of some services on board the vessel will not amount to a significant alteration.

### 20. GUEST AMENDMENTS:

Should you wish to make any amendment to your booking, then you must notify us in writing. All amendments carry a £50 per person amendment fee, plus any additional charges as a result of the changes. For all amendments received, we will make every effort to assist you, although we cannot guarantee that that we will be able to meet every request. Certain changes such as name, ship, sail date, category of accommodation, or value of booking may not be changeable and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Any amendments received within 90 days before the sailing date may be treated as a cancellation, and the applicable cancellation charges will apply as per point 18.

### 21. OUR RESPONSIBILITY:

The Company accepts responsibility for ensuring that all elements of your holiday are as described in this brochure and are of a reasonable standard. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any Supplier. In the event of a complaint by a Guest, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of England and Wales have not been met. If you and/or any other person included in your booking suffers injury, death or loss of or damage to property as a result of the non-performance or improper performance of any service which the Company is contractually obliged to provide, then the Company's liability, if any, to pay compensation shall be governed by the international conventions which govern such services. This limitation applies whether or not any particular international convention has been signed or ratified by the UK; or as any particular convention may be applicable by the operation of UK Law. Liability for death and/or personal injury and/or loss of or damage to luggage in respect of international carriage by sea is governed by EU Regulation 392/2009 relating to the Liability of Carriers of Passengers by Sea in the Event of Accidents ("EU Regulation 392/2009") and the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 ("the Athens Convention 2002") adopted in the UK on 23 April 2014. Domestic carriage by sea or where the vessel is a floating hotel in the UK is governed by The Merchant Shipping (Convention Relating to the Carriage of Passengers and their Luggage by Sea) Order 2014 ("2014 Order"). From 30 December 2016 Domestic carriage by sea will be governed by EU Regulation 392/2009. River cruises are governed by the Merchant Shipping Act 1995.

Carriage by air is governed by the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) and the Montreal Convention 1999 relating to the international carriage of passengers and their luggage by air. The Montreal Convention may be found at:

<http://www.legislation.gov.uk/uksi/2002/263/contents/made>. The Montreal Convention limits liability in case of death or injury to passengers for damages arising under Paragraph 1 of Article 17 not exceeding 113,100 Special Drawing Rights (SDR's) (equivalent to £104,180.05) for each passenger. Limits liability in relation to delay of baggage in case of damage caused by delay as specified in Article 19 in the carriage of persons, the liability of the Carrier for each passenger is limited to 4,150 SDR's (equivalent to £3,995.88) Please note that international conventions limit not only the amount the Company may be liable to pay but also the time within which proceedings against it may be brought. Where there may be no international convention which applies and in the case of loss or damage to personal possessions, luggage or valuables during carriage of any kind is limited to the same amount and in the same manner as that of the actual carrier of whatever kind. No claim for death and/or personal injury and/or loss of or damage to luggage can be brought against the Company or any carrier otherwise than in accordance with these Conventions and/or Regulations in respect of carriage by air and/or by sea.

Please also see the important paragraph below headed "Conditions of Carriage".

Where the Athens Convention 2002, EU Regulation 392/2009 or the 2014 Order or the Montreal Conventions do not apply then the Company shall be under no liability to you at all if the failure to perform or improper performance of any contractual obligation is caused by:

- a) your own fault or the fault of anybody else included in your booking
- b) the failure is attributed to a third party unconnected with the provision of any services contracted for and is unforeseen or unavoidable, or
- c) the failure is due to:
  - i) any unusual or unforeseen circumstances beyond our control, the consequence of which could not have been avoided even if all due care had been exercised; or
  - ii) an event which the Company or any supplier of services even with all due care, could not foresee or forestall.
  - iii) if you or any member of your party suffers damage arising out of an activity which does not form part of the holiday arranged through the Company, it will offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided the Company is advised of the incident within 90 days of the occurrence. Where legal action is contemplated the Company's authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received

under an appropriate insurance policy to the Company. The Company's costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.

For cruises where the original port of embarkation is in the EU, in the event that the cruise is delayed in departure of one or more nights and you are not on board the ship and have travelled to the port of embarkation for the cruise then in accordance with EU 1177/2010 the Company shall offer passengers adequate accommodation free of charge for a maximum of 3 nights and up to 80 Euros per night per person. The Company shall also provide suitable snacks, meals and refreshments. No payment shall be made unless authorised by The Company in writing. The Company have no obligation to provide such accommodation ashore where the delay is caused by weather conditions, endangering the safe operation of the Ship. The provisions relating to accommodation do not apply after the Cruise has commenced, where the Cruise is cancelled or whether there is a Significant Alteration prior to departure.

### 22. CONDITIONS OF CARRIAGE AND LIMITS OF LIABILITY:

Travel by air, road or air is governed by the carriers Conditions of Carriage which govern the relationship, responsibilities and liabilities as between you and anyone travelling with you and the carrier. The Conditions of Carriage are binding and you must read them carefully. In respect of any loss or damage to property including luggage which are not covered by any international conventions, and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that Crystal may have for any such losses or damage will be limited to £500 per Guest.

International carriage of passengers and their luggage by sea shall be governed by the Athens Convention 2002 mentioned in paragraph 21 and EU Regulation 392/2009, which may be found at:

<http://www.transportrecht.org/dokumente/AthenProt2002e.pdf> and <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ.L:2009:131:0024:0046:EN:PDF>. Domestic sea carriage by sea or use of the ship as a floating hotel in the UK shall be governed by the 2014 Order which applies the Athens Convention 1974 limits. A copy of the Athens Convention 1974 may be viewed at:

<http://www.admiraltylawguide.com/conven/passengers1974.html>. As mentioned in paragraph 21, from 30 December 2016 EU Regulation 392/2009 will apply to domestic carriage by sea in the UK. Any liability of the Company and the Carrier for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be solely brought and determined in accordance with the Athens Convention 2002 EU Regulation 392/2009 or where applicable the 2014 Order.

Where the cruise involves domestic carriage by sea or the ship is being

used as a float hotel the aggregate liability of the Company and the Carrier for the death of or personal injury to a passenger shall in no event exceed the monetary limitations of 46,666 SDR's (approx. £42,985.69) as set forth in the Athens Convention 1974. From 30 December 2016 this will increase for domestic seagoing carriage to 400,000 SDR's (approx. £368,448.47). The maximum liability for international sea going cruises is 400,000 SDR's per passenger per incident (approx. £368,448.47) or 250,000 SDR's (approximately £230,280.68) in the case of War and Terrorism pursuant to EU Regulation 392/2009 and the Athens Convention 2002.

Liability for loss of or damage to property (save for medical and mobility equipment which is dealt with in Sections 10 and 11) pursuant to the Athens Conventions and EU Regulation 392/2009 is limited. Cabin luggage is limited to 833 SDR's under the Athens Convention 1974 and 2014 Order (approx. £767.30) and 2,250 SDR's (approx. 2,072.53) under the Athens Convention 2002 and EU Regulation 392/2009.

In all cases of carriage by sea luggage is assumed to be delivered without damage unless written notice is given by the passenger within the following periods:

- (i) In the case of apparent damage before or at the time of disembarkation or redelivery.
  - (ii) In the case of damage which is not apparent or loss of luggage, within 15 days from the disembarkation or delivery or from the date any such delivery should have taken place.
- Neither the Company nor the Carrier shall not be liable for any loss or damage to luggage that occurs outside the course of carriage including any loss or damage before or after the luggage comes into the Carrier's actual possession, custody and control, including, but not limited to, where the luggage is in the possession, custody and control of airlines or other transportation services.

The Carrier provides safekeeping for valuables aboard Ship and encourages passengers to deposit any jewellery or other valuables brought aboard the Ship with the Reception Desk staff who will issue a receipt for such valuables. The Carrier provides an in-room personal safe for passenger's convenience. However, the Carrier shall not be liable for any loss of or damage to money, jewellery, watches, precious stones and metals, securities, financial instruments, tickets and/or other valuables unless they have been delivered to the Reception Desk for safekeeping and a receipt issued in which case the Carrier's liability is limited in sums set out in the Athens Convention 1974 of 1,200 SDR's (approx. £1,105.34) and SDR's 3,375 (approx. £3,108.78) under EU Regulation 392/2009 and the Athens Convention 2002. The use of safes on board is not a deposit with the Ship under the Athens Convention 1974 or 2002 or EU Regulation 392/2009.

Where carriage is performed on Inland waterways and the vessel does not go to sea the liability provisions relating to sea going vessels do not

apply to the cruise. In those cases the liability of the Company and the Carrier to Passengers shall be determined in accordance with English law (the Merchant Shipping Act) and The Convention on Limitation of Liability for Maritime Claims 1996 (LLMC 96) as amended by SI 1998/1258, a copy of which will be provided by on request or can be found at (<http://www.legislation.gov.uk/uksi/1998/1258/article/4/made>). The limits for non-sea going passenger vessels is 175,000 SDR's per passenger limit (approx. £161,196.72). Liability for property claims will be at least 1,000,000 SDR's (approx. £921,124.11) under SI 1998/1258 (4)(b)(i)).

The Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels, referred to as the "Strasbourg Convention" with protocols and amendments, applies to vessels sailing on waterways located in the territory of a state party subject to (i) the "Revised Convention relating to the Navigation of the Rhine of 17 October 1868" and (ii) the "Convention of 27 October 1956 concerning the canalization of the Moselle" (Article 15(1) of the Strasbourg Convention: <http://www.ivrn/downloads/forms/B2.pdf>), if the Strasbourg

Convention applies the limits for passenger claims are 60,000 SDR's (approx. £55,267.83) per passenger subject to a minimum of 6,000,000 SDR's (approx. £5,526,782.94) (see Article 7). The Company's and the carrier's for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by Passengers shall, in the first instance, be governed by the Convention on Limitation of Liability for Maritime Claims 1996 as amended by SI 1998/1258 or where applicable the Strasbourg Convention. The Company's liability therefore shall not exceed those limitations provided by the said LLMC 1996 and SI 1998/1258 or where applicable Strasbourg Convention or in any further revisions, protocols and/or amendments thereto as shall become applicable. Where the LLMC 1996 or if applicable Strasbourg Convention permits us to apply a deductible, we may apply that deductible.

(The above reference approximate conversion rates are based on exchange rates as of 29 May 2014. SDR's are a monetary unit of the International Monetary Fund and current exchange rate can be found in major financial newspapers).

In respect of any loss or damage to property including luggage which are not covered by any international conventions, and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that the Carrier may have for any such losses or damage will be limited to £500 per passenger.

All settlements by the Company or the Carrier will be made on the basis of actual cash value (replacement cost, less depreciation) Claims for damaged items will be settled on the basis of cost of repair. No amount shall be paid in settlement of any claim without proof of the actual cash value, or repair cost, as appropriate, arising from the loss or damage. Such proof must be sent to the Company. The Carrier's liability must also be proven before any settlement will be paid. You cannot make a double

recovery by making a claim against the Company and the Carrier. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Ship or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, and other acts-of-God are not reimbursable.

The Liability of the Company shall not at any time exceed that of any Carrier or Supplier. For the purposes of Regulation 261/2004 on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights the Company is not an operating air carrier and not liable to pay compensation under this Regulation.

### 23. INDEPENDENT CONTRACTORS LIMIT OF LIABILITY

The Company shall have no obligation or liability of any kind to you or anyone travelling with you for acts or omissions in connection with or arising out of arrangements with independent contractors since they are not agents or employees of the Company. Arrangements with independent contractors include, but are not limited to the following:

- i) services or products available for your convenience on board the Ship and furnished by barbers, hairdressers, manicurists, masseurs, spa operators, photographers, entertainers, instructors, lecturers and others;
- ii) services, products or transportation provided elsewhere than on board the Ship which are furnished by others in connection with sightseeing tours, pre-cruise and post-cruise tours, excursions and shore trips, including, but not limited to tender service.

### 24. SHORE EXCURSIONS

The Company does not sell Shore Excursions. Shore Excursions are available for purchase on board the vessel or prior to embarkation from Crystal Cruises who will at all times endeavour to appoint reputable and competent local Suppliers in respect of these Shore Excursions. The terms and conditions of the Suppliers will be applicable. These may limit or exclude liability of the Supplier.

Where you purchase Shore Excursions and activities directly with a local Supplier then in such circumstances, the local Supplier is entirely independent of the Company or Crystal Cruises even where the Company or Crystal Cruises assist in booking such activities available as agent or otherwise. The Company or Crystal Cruises is not responsible for any acts or omissions that are wholly attributable to the fault of the local Supplier. Shore Excursions may not all be suitable for Disabled persons or Persons with Reduced Mobility.

### 25. COMPLAINTS:

Any problem which may arise during your holiday must be raised immediately with the Purser on board or with the supplier of the service (e.g. airline, hotel etc) and notified to the Company in writing as soon as

## Terms & Conditions continued

possible and no later than 35 days from the end of your holiday. If you do not contact Crystal Cruises immediately it will jeopardise your complaint. Complaints pursuant to EU Regulation 1177/2010 must be sent to the Company as soon as possible. The Company will investigate and provide its response within 28 days. If you are not happy with the Company's final decision then you can refer your complaint to the Cruise Line International Association which is the voluntary complaints body authorised by the Department of Transport to deal with complaints. The email address of Cruise Line International Association for passenger complaints under Regulation 1177/2010 is [Passengerrights@cruising.org](mailto:Passengerrights@cruising.org)

### **26. DATA PROTECTION ACT 2000:**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, insurers etc.

The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

You are entitled to a copy of your information held by us. If you would like to see this please contact us. (We may make a small charge for providing this to you).

### **27. CUSTOMER PROTECTION:**

The Company complies with the bonding requirements of the Civil Aviation Authority. CAA Licence Number ATOL 2980. It is also a member of ABTA Tour Operators Class, Membership number V8548.

We provide full financial protection for our package holidays. For flightbased holidays, this is through the Air Travel Organiser's Licence number 2980. In the unlikely event of our insolvency, the CAA will ensure that you are not 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](http://www.atol.org.uk). When you buy a

package holiday that doesn't include a flight, protection is provided by way of a bond held by Mundy Cruising with

ABTA - number V8548. We will provide you with the services you have bought (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

### **28. LAW AND JURISDICTION**

All disputes and matters howsoever arising between you and the Company shall, except as provided by law, be subject to the laws of England and the English Courts shall have exclusive jurisdiction.

### **29. ABTA**

We are a Member of ABTA, membership number V8548. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).