

Sea Cloud Cruises & Discover Travel Shop

Terms and Conditions

Discover the World Marketing Travel Pty Ltd (DTWM) trading as Discover Travel Shop (DTS) is not itself a carrier or hotelier nor do we carry on business as an airline, a shipping company, a coach or bus company, a railway, a hotelier or provider of any kind of transport or accommodation. DTS is an agent only and exercises every care in the selection of reputable airlines, shipping companies, coach and bus operators, railways, hoteliers, and other suppliers of the various travel and associated services which are used on these tours. It is important to note therefore that all bookings made by DTS on behalf of passengers are subject to the terms and conditions and limitations of liability imposed by such airlines, shipping companies, coach and bus companies, railway, hoteliers and other service providers whose services are utilised, most of which limit or exclude liability in respect of death, personal injury and delay and loss of or damage to property including baggage.

DTS strongly recommends that you check the terms and conditions in your contract with the airline, shipping, coach and/or bus companies concerned before making the booking, as you will be bound by them once you have paid the earlier of your booking deposit or the tour price.

DTS also strongly recommends that you take our comprehensive travel insurance against those and other risks (see point 12 below). DTS always does its best to make sure that your holiday arrangements are satisfactory and DTS accepts liability for, but only to the extent of, any loss or damage sustained by you as the result of our negligence or that of our employees. However, DTS does not accept any liability whatsoever of nature for the acts, omissions or defaults whether negligent or otherwise of any such airline, shipping company, coach or bus company, railway, hotelier, or other person providing services in connection with your holiday pursuant to a contract between any one of them and yourself (which may or may not be evidenced in writing by the issue of a ticket, voucher, coupon or the like). NOTE: Nothing in the provisions of this clause shall diminish, vary or reduce any right or remedy which you may have by virtue of the provisions of the Australian Trade Practices Act or any other applicable consumer protection legislation.

**The general travel and cancellation conditions apply
of the tour operator Sea Cloud Cruises GmbH
for the SY Sea Cloud and SY Sea Cloud ii**

Dear Guest,

We hope that you have found the right holiday in our program and welcome you in the exclusive circle of Sea Cloud Cruises GmbH (SCC) guests. In order for you to know exactly what you can expect from us, please read carefully the following information and conditions that govern the contractual relationship between you and us and that you acknowledge with your booking. We try to relieve you of worry and annoyance, as far as possible. The delineation of the framework of our responsibility should give you clarity about what you can expect and what we stand for.

1. Registration, travel confirmation

1.1. With your travel registration you offer SCC the conclusion of a travel contract binding. This can be done in writing or by telex. However, the travel contract is only concluded when we confirm the booking and the price of the trip in writing to you or your travel agency.

1.2. The Applicant must be responsible for all contractual obligations of fellow passengers for whom he makes the booking as for his own, provided that he has undertaken this obligation by express and separate declaration.

1.3. You will receive a confirmation of travel at or immediately after conclusion of the contract, which contains all essential information about the travel services booked by you, unless this information is given in the prospectus.

1.4. All personal data that you make available to us to process your travel are subject to the provisions of the General Data Protection Regulation and the Federal Data Protection Act and are protected by us against misuse.

1.5. If the content of the travel confirmation differs from the content of the registration, then there is a new offer from SCC, to which SCC is bound for a period of 10 days. The contract is concluded on the basis of this new offer, if the traveler within the commitment period SCC declares the acceptance by express declaration, deposit or final payment.

2. Payment

2.1. A deposit of 10% per person is payable within one week of receipt of the booking confirmation and invoice, as well as the issuance of the security certificate i. P. V. § 651 r BGB. The final payment is due four weeks before the start of the journey and before the receipt of the travel documents (tickets, etc.). For travel bookings from four weeks prior to departure, the total payment is due immediately after receipt of the travel confirmation and the invoice and the security certificate.

2.2. If the traveler is in default of payment to SCC, SCC may rescind the contract after giving notice in writing. In that case, SCC may cancel any cancellation fees under clause 5.2. desire.

2.3. If the travel price has not been paid in full despite a renewed request for payment with a deadline until the start of travel, the contract will be automatically terminated. SCC may then provide compensation in accordance with the cancellation fees under Section 5.2. desire.

2.4. The costs for ancillary services, visa services etc. as well as telephone reservations or inquiries are charged to the customer.

2.5. All payments must be made directly to the entrepreneur indicated on the invoice. The intermediary travel agency is not authorized to accept payments. Payments to the intermediary travel agency are made exclusively at the risk of the traveler and have no debt-discharging effect on the respective entrepreneur if the payments are not forwarded to the respective entrepreneur according to the invoice.

3. Services and prices

3.1. The contractually agreed services are set out in the service description in the offer and in the booking confirmation in conjunction with the catalog or travel advertisement valid at the time of the journey, including all information and explanations contained therein.

3.2. Flights SCC will inform the customer of the identity of the operating airline (s) of all air transport services to be provided during the voyage. If, at the time of registration, the airline companies are not yet known, SCC will name the airline or airlines that are likely to operate the flight. As soon as SCC knows which airline will perform the flight in detail, SCC will name the airline or airlines to the customer, at the latest, however, with the details of the booked travel. If the airline named to the customer as the operating airline changes, SCC will inform the customer about the change without delay. A list of airline companies subject to an operating ban in the EU can be found at:

https://ec.europa.eu/transport/modes/air/safety/air-ban_en. The conditions of carriage of the airlines, which are provided upon request, apply. The transport takes place in the tourist class, against tariff extra charge also in the business and in the first class, as far as these are available. Flights on other days than the booked travel days, eg. B. as a result of pre- or post-programs, can lead to higher prices. Seat reservations are generally accepted by airlines only as non-binding reservations.

3.3. Luggage transport Up to 20 kg of luggage are transported per passenger (1st class 30 kg). When traveling to some countries (including USA, Canada, Mexico and within Germany), the tax base is not the weight but the number of pieces of baggage and their dimensions. Excess luggage can be taken on flights in principle against payment. Children under the age of two are not entitled to carry luggage. Damages or delays in delivery, we ask immediately on the spot by means of damage report (P. I. R.) to the competent airline. The ad is a prerequisite for liability.

3.4. Unused services If the traveler does not make use of individual travel services as a result of early return travel and in other important cases, SCC will seek to reimburse the service providers for the saved expenses. This is not necessary if the benefits are completely immaterial or if reimbursement is precluded by legal or regulatory requirements. SCC is entitled to withhold 20% of the reimbursed amount as compensation for additional efforts and costs.

4. Performance and price changes

4.1. In case of cancellation of a flight by the airline and z. For example, if the airline fails to comply with the flight plan, it may be necessary to change the airline, the aircraft or the departure or return airport. For these or similar reasons, such change or modification remains reserved. In the case of substitute transport, only the costs of the 2nd class train journey will be reimbursed.

4.2. When traveling by boat, changes to the itinerary are possible, eg. B. in high or low water, adverse weather conditions, governmental orders, if the ship could not meet its schedule at the time of departure, if due to an unpredictable technical defect in the itinerary is delayed, embarked on a different itinerary in the interests of safety of the participants or other special circumstances. In such cases, SCC is also entitled to use other means of transport, for example on partial buses.

4.3. Such and similar deviations and changes to individual travel services from the contractually agreed content of the travel contract, which become necessary after conclusion of the contract and which are not caused by SCC in good faith, are only permitted if the changes and deviations are not significant and the overall layout of the travel contract do not affect booked travel. The changed service replaces the originally contractually owed service. Any warranty claims remain unaffected insofar as the changed service is subject to defects. If the overall layout of the booked trip is unreasonably changed for the traveler due to such changes in service, we will additionally release you to rebook free of charge or withdraw from the travel contract without any fees. SCC also undertakes to notify you of such deviations and changes without delay, as far as possible.

4.4. SCC reserves the right to charge the advertised prices confirmed with the booking in the event of an increase in transport costs or charges for certain services such as port or airport charges, fuel surcharges, insurance premiums, or a change in the exchange rates applicable to the trip in question change how their increase per person or per seat affects the travel price, if there are more than four months between the conclusion of the contract and the agreed travel date. In the event of a subsequent change in the travel price or a change in a substantial travel service, SCC must notify the traveler immediately, but no later than 21 days before departure. Price increases after this time are not allowed. In the case of price increases of more than 5% or in the event of a substantial change in a substantial travel service, the traveler shall be entitled to withdraw from the travel contract without fees or to require participation in an at least equivalent journey, if SCC is able to arrange such travel without additional charge to offer the traveler from his offer. The traveler must assert these rights within the period set by SCC with the announcement of the price increase or change of travel service. If the traveler does not respond to SCC or fails to respond within the set time limit, the notified change will be deemed accepted. This is to be pointed out in a clear, understandable and emphasized manner in the SCC declaration on a durable medium.

5. Withdrawal, rebooking, replacement persons

5.1. You can withdraw from the trip in writing at any time prior to departure. Your resignation will take effect on the day it is received by us. If your declaration is received outside our business hours (Monday to Friday from 9 am to 5 pm), access will be on the morning of the next working day (except Saturdays).

5.2. If either party withdraws from the contract or if you fail to travel, SCC may claim reasonable compensation for the travel arrangements made and their expenses. Our lump sum entitlement to cancellation fees is at cancellation of the booked trip up to the 150th day before departure only in a processing fee of EUR 25 per person. In the event of a later cancellation, the following cancellation fees will apply:

- 149. - 50. day before departure 25% of travel price
 - 49. - 22. day before departure 35% of travel price
 - 21. - 15. day before departure 55% of travel price
 - 14. - 1st day before departure 80% of the travel price
 - Cancellation on the day of travel or non-arrival of the trip 90% of the travel price
- In addition, in the case of cancellation of single and group travel, the costs charged to the SCC by the service provider, such as: B. empty bed charges of a hotel for short-term cancellation. The traveler is at liberty to prove to SCC that it has incurred no damage at all or much less than the lump sum demanded by it. In this case, the proven lower damage will replace the lump sum. SCC reserves the right to demand higher, specific compensation in deviation from the above flat rates. In this case, SCC is obliged to quantify and substantiate the required compensation, taking into account the saved expenses and any other use of travel services.

5.3. At your request, we will endeavor, subject to availability, to modify the travel registration (rebooking) up to the 75th day prior to departure. A rebooking from the 74th day before the start of the journey requires your declaration of withdrawal regarding the booked trip and requires a subsequent new registration. This does not apply to rebooking requests, which demonstrably cause only minor costs. Changes to the date of travel, the destination, the accommodation or the transport are considered changes.

5.4. You can order a replacement person until the start of your journey. It requires the message to the tour operator. This can contradict the change in the person, if he has important reasons for it (eg special requirements for this journey, legal prohibitions, refusal of the airline or the hotelier etc.). If a third party enters into the contract, he and the declarant are jointly and severally liable to SCC for the travel price and the additional costs incurred by the third party. SCC may only

claim reimbursement of additional costs if and insofar as these have occurred reasonably and actually. SCC must provide the passenger with proof of the amount of additional costs incurred due to the arrival of the third party.

5.5. Cancellation and rebooking fees are due immediately.

6. Termination and withdrawal by the tour operator

6.1. SCC may terminate the travel contract without notice after the commencement of travel, if the tour operator is disturbed by the traveler in spite of a corresponding warning by the tour operator. The same applies if the traveler behaves in breach of contract to such an extent that the immediate cancellation of the contract is justified. In addition, SCC may terminate the contract without notice if, in the opinion of the master, the traveler is unable to travel due to his or her physical condition or any other reason, travels unaccompanied, although he or she is dependent on escorts, or the trip was booked due to misrepresentation. In all these cases SCC reserves the right to payment of the travel price after termination. However, SCC shall be credited with the value of any saved expenses and benefits derived from any other use of services not claimed, including any reimbursements by the Service Providers.

6.2. SCC may withdraw from the journey up to 20 days prior to departure if a minimum number of participants is not reached, provided that (a) the minimum number of participants in the prospectus and the time by which the customer has received the declaration before the contractually agreed date of travel is given, and (b) clearly stated in the travel confirmation the minimum number of participants and the latest withdrawal period or refer to the corresponding information in the travel advertisement. For a travel period of no more than six days, it is sufficient for SCC to cancel the trip 7 days before departure. The declaration of withdrawal will be forwarded to you immediately after the prerequisite for the non-execution of the trip. You will receive the paid travel price immediately, at the latest after 14 days.

7. Withdrawal due to unavoidable, exceptional circumstances

If the travel or the transport of persons to the place of destination is made impossible due to unavoidable, exceptional circumstances (eg due to natural disasters that make it impossible to travel safely to the destination set out in the package travel contract or if there are significant risks) Human health, such as an outbreak of serious illness at the destination, and serious damage to security such as acts of war), can significantly affect both the traveler and SCC from the travel contract. SCC then pays back the paid travel price immediately, at the latest after 14 days.

8. Liability

8.1. We are liable under the due diligence obligations of a prudent businessman for

8.1.1. conscientious travel preparation

8.1.2. the careful selection and monitoring of the service providers (eg transport companies, hoteliers etc.)

8.1.3. the proper provision of the contractually agreed travel services, taking into account the applicable regulations of the respective destination country and place.

8.2. However, we are not liable for the information in hotel and local brochures, on whose occurrence we have no influence. We are also not liable if the state policy conditions and any entry requirements at a destination change after the publication of this brochure, which make it difficult or impossible for them to enter the country or destination in question. We will inform you about such and significant subsequent changes as soon as possible.

8.3. We shall be liable for the fault of the persons entrusted with the provision of services, except as otherwise provided in these Terms of Travel or in the circumstances and insofar as damage has not been caused by the persons entrusted with the service on the occasion of the performance of the contract. The scale of care due depends on the circumstances at the place of performance. Your journey takes you mainly to foreign countries, in which foreign living conditions and partly for us foreign laws are relevant.

8.4. Warranty

8.4.1. The traveler can demand remedy if the trip is not provided according to the contract. SCC can refuse the remedy if it requires a disproportionate effort.

8.4.2. The traveler may demand a reduction of the travel price corresponding to the reduced performance on return from the journey if the request for remedy did not succeed and the journey was not performed according to the contract. Any further claims to subsequently reduce the travel price remain unaffected.

8.4.3. If the tour operator has failed to remedy the situation within a reasonable time, or declares that remedial action can not be provided, and if the trip is significantly affected as a result of the non-contractual service, the traveler may

terminate the travel contract. If the contract is canceled in this way, SCC is obliged to take the necessary measures, in particular to recuperate the traveler if necessary.

8.5. If the tour operator is responsible for a circumstance that leads to a lack of travel, the traveler can demand compensation, also because of useless spent vacation time.

8.6. Limitation of Liability

8.6.1. The contractual liability of the tour operator is limited to three times the travel price, as far as a damage of the traveler, which is not a bodily injury, is neither intentional nor grossly negligent. The same applies to the extent that the tour operator is responsible for the damage caused to the traveler solely because of a fault of a service provider.

8.6.2. SCC shall not be liable for performance disturbances in the case of brokered third-party services (eg excursions, theater visits, sports events, exhibitions), provided these are expressly identified in the booking documents and in the travel confirmation as external services stating the identity and address of the brokered contracting party and recognizable by the traveler not part of the package of SCC.

8.6.3. A claim for damages against SCC as tour operator is limited or excluded insofar as due to legal regulations or international conventions, which are to be applied to the services to be provided by a service provider, a claim for damages against the service provider can be asserted only under certain conditions or restrictions, or is excluded under certain conditions.

8.6.4. If SCC is in the position of a contracted air carrier, liability will be governed by the provisions of the Aviation Law in conjunction with the international agreements of Warsaw, The Hague, Guadalajara and the Montreal Convention (for US and Canadian flights only). These agreements generally limit Carrier liability for death or personal injury as well as loss and damage to baggage. Insofar as the tour operator is a service provider in other cases, it is liable according to the regulations applicable to it.

8.6.5. If SCC assumes the position of a carrier when traveling by ship, the liability shall also be governed by the provisions of the Commercial Code.

8.7. Duty to cooperate, complaints

8.7.1. Every traveler is obliged to do his / her best in the event of a disruption in performance, in order to help remedy the disruption and to minimize any damage that may occur.

8.7.2. If you unexpectedly have reason to complain, they must be reported immediately on the spot to our tour guide. If a local travel agency or agency does not exist or can not be reached or if it can not remedy a malfunction, please contact the service provider (transfer company, hotelier) and / or the tour operator or his contact address in the respective destination area. If a traveler culpably fails to meet these obligations, he is not entitled to any claims in this respect. This does not apply only if the advertisement is visibly hopeless or unreasonable for other reasons. The client will be informed of the accessibility of the tour guide or of SCC in the service description at the latest, however, with the travel documents.

8.7.3. Tour guides are not allowed to accept any claims.

9. Exclusion of claims and statute of limitations

9.1. Baggage loss, damage and delay in connection with air travel must be reported by the traveler immediately on the spot by means of notification of damage to the responsible airline. Airlines and SCC may refuse reimbursements under international conventions if the claim has not been completed. The claims are to be reported within 7 days in case of luggage loss, in case of delayed luggage within 21 days after delivery.

9.2. The traveler must assert claims which follow from §§ 651 c to f BGB within one month after the contractually stipulated time of the end of the journey.

9.3. All travel-contractual claims as well as claims for injury to life, limb or health based on an intentional or negligent breach of duty by SCC become statute-barred after two years. The period of limitation begins with the day following the date of the contractual end of travel.

9.4. Limitation is suspended when SCC first declares that the complaints and claims are being reviewed. The suspension ends when the organizer announces to the customer the result of his examination and his decision with regard to his claims.

10. Insurance

10.1. You are insured against the risk of transport during the flight in accordance with the statutory provisions.

10.2. For your own safety, we recommend that you take out travel cancellation, travel interruption, travel sickness, baggage, travel accident insurance and travel liability insurance. These insurance policies are available individually according to your individual wishes or together as a package from SCC as an intermediary.

11. Passport, visa, customs, foreign exchange and health regulations

11.1. With the travel offer you will receive essential information about the necessary formalities for your trip. Please take note of this information as each traveler is responsible for complying with these terms. All costs and disadvantages arising from failure to comply with this information are at your expense.

11.2. You are responsible for the procurement and carrying of the necessary travel documents with a validity of at least 6 months from the date of travel of the planned trip. Children must have their own identity document, which is accepted by the authorities of the destination destination countries. This information is for Germans. Foreigners and foreign passport holders should contact the responsible consulate or embassy expediently.

11.3. You shall be liable to SCC for all consequences and damages, in particular for penalties, penalties and expenses, which must be paid and deposited because you do not comply with the regulations of the country concerned for entry, exit and transit or the necessary documents or not in the prescribed form. You are required to refund any sums that SCC must pay or deposit immediately.

11.4. SCC is not liable for the timely issue and receipt of necessary visas by the respective diplomatic representation, even if you have commissioned SCC with the procurement, unless SCC has culpably violated its own obligations.

12. General

12.1. Significant misprints and calculation errors in the brochure or in the travel confirmation entitle SCC to contest the effectiveness of the travel contract. In such a case of contestation, SCC has to compensate the traveler for the proven fidelity.

12.2. All information in our travel description corresponds to the status at the time of printing.

12.3. The ineffectiveness of individual provisions of the travel contract does not result in the ineffectiveness of the entire travel contract. The same applies to the present travel conditions.

12.4. Verbal agreements are only effective if they are confirmed in writing by us.

12.5. For ship travel, combined flight-ship travel, rail-ship travel and bus travel, the conditions of the respective shipping company or the entrepreneur, which we will gladly make available to you upon request.

12.6. The contractual relationship is governed by German law.

12.7. Place of jurisdiction for merchants, for persons who do not have a general place of jurisdiction in Germany as well as for persons who have relocated or settled abroad after conclusion of the contract or whose domicile or habitual residence is unknown at the time of filing of the claim, as well as for passive processes is the Free and Hanseatic City of Hamburg.

12.8. SCC does not participate in a dispute settlement procedure before a consumer arbitration board within the meaning of the Consumer Dispute Settlement Act (VSBG) and is not obliged to do so.

12.9. SCC collects at the time of booking personal data of the traveler, which are necessary for the fulfillment and execution of the travel contract. These data will be stored electronically by SCC, processed and - as far as it is necessary for the purpose of the contract - to third parties, eg. Service providers such as hotels and transport companies. For more information, please visit: www.seacloud.com/data-protection

The conditions of travel and cancellation stated here apply in conjunction with the conditions of carriage of the respective shipping company. These can be viewed at www.seacloud.com/agb.

Tour operator

Sea Cloud Cruises GmbH for the SY Sea Cloud and SY Sea Cloud II

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