

# Variety Cruise & 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.

### Variety Cruises

#### **1. Cruise Fares:**

All fares are quoted in AUD and are per person based on double occupancy. All fare are subject to currency fluctuations.

#### **2. Fares Include:**

Shipboard accommodations, ocean transportation meals (subject to itinerary) and on board entertainment as specified in the cruise program selected.

#### **3. Fares do not include:**

Port charges, fuel surcharge, travel insurance, transfers, optional air/sea or land programs (unless noted), shore excursions, airport facility charges, taxes/fees, nor do they include items of a personal nature such as alcoholic beverages, soft drinks, gratuities, gift shop purchases, medical services, phone calls, Wi Fi charges etc. All onboard charges are in Euros.

#### **4. Port Charges, Fuel Surcharge and Airport Taxes**

Port charges and fuel surcharge are included in the cruise fare quoted in AUD.

## **5. Guarantee of Fares**

Passengers with confirmed bookings under deposit, or who have made final payment, shall be protected in the event of a price increase, except in the event of major exchange fluctuations or in case of exceptional rise of fuel costs or government new taxes requiring changes in port taxes or a fuel surcharge. However, excluding the above, Variety Cruises reserves the right to increase all prices for new bookings, without prior notice, including port charges, fuel surcharge, insurance and taxes/fees. DTW reserves the right to change the price of a deposited booking if the currency fluctuation is more than 2.5%.

## **6. Single Supplement Rates**

For single occupancy cabin reservations, a 30% to 75% single supplement is applicable for on the fare per person in twin cabin, depending on cruise program. Single space is capacity controlled.

## **7. Deposit and Payment**

To secure your reservation, a deposit of 25 % of the cruise fare per person is required on standard fares, promotional fares require a 35% deposit. Final payment is required 70 days prior to departure. All reservations are subject to cancellation if payments are not received by the due date. Group policies may differ. Bookings made within 70 days of departure full payment is required.

## **8. Administrative Charge for Cruise and Land Tour**

An administration fee of AU\$100 is required for any changes made to reservations including both a cruise and a pre or post land package. In addition, any costs incurred for changes in land arrangements will be the responsibility of the passenger. Sailing dates cannot be changed within the penalty period.

## **9. Cancellations and Refunds**

If a cancellation occurs, the following charges will apply:

Up to 70 days from embarkation 25% of the cruise fare  
70 to 60 days from embarkation 35% of the cruise fare  
59 to 30 days from embarkation 60% of the cruise fare  
29 to 00 days from embarkation 100% of the cruise fare

Cancellations must be confirmed in writing to Discover the World in all cases.

No refunds will be made to passengers who do not board the ship or passengers who cancel after the start of the cruise. We recommend the purchase of travel insurance.

## **10. Child Reduction**

Children between the ages of 7-10 sharing a cabin with two paying adults receive a 50% discount on the cruise fare per person in twin cabin. Children between the ages of 11-16 sharing a cabin with two paying adults receive a 35% discount. Port taxes are not discounted.

## **11. "FORCE MAJEURE" definition :**

"Force Majeure" means and includes war, or warlike conditions, terrorist activities, breakdown, fire, perils of the seas, storms, "foundering" or other weather related occurrences, earthquake, flood, vandalism, destructive acts of God, or of government, political disturbances, legislative enactments, embargo, riot, civil commotion,

regulatory interference, strikes, lockouts, shortages, industrial and labor disputes and all other causes beyond the reasonable control of Variety Cruises.

## **12. Cruise Itinerary Change**

Variety Cruises Ltd. reserves the right at its sole option and discretion and that of the Captain of the ship, without liability for damages or refund of any kind, to alter or deviate from the ship's advertised or ordinary itinerary or route, either this is caused by weather conditions, Force Majeure, assisting other ships in distress, saving of life at sea or other extraordinary conditions. Such does not entitle passengers for any claims or refunds. Variety Cruises will however ensure that passengers access their port or disembarkation on time for their outwards flights.

## **13. Sailing Cancellation**

Variety Cruises guarantees all departures with a minimum participation of 12 passengers. In the unlikely event that such would be required, the cancellation of a departure will be notified at least 60 days prior to the sailing date and alternative sailing dates will be offered to the passenger.

Variety Cruises may, for unforeseeable, unavoidable or unusual circumstances beyond their control including but not limited to Force Majeure, cancel any sailing at any time and Variety Cruises's only liability will be to refund to the passenger the amount it has received for the cruise ticket/contract and any other pre or post land tour or excursions package purchased from Variety Cruises.

## **14. Vessel Substitution**

Variety Cruises may operate the cruise program with another vessel as long as this vessel is of the same or higher standard. Passengers offered a suitable alternative cruise program are not entitled to any refund.

## **15. Cruise Interruption**

During the cruise should the vessel sustain any breakdown in machinery, or be disabled by fire, grounding or collision disrupting the cruise itinerary for more than 48 hours, and if no substitute vessel or arrangement is offered, passengers will be entitled to a refund proportional to the cruise days not operated. No further claims will be accepted.

## **16. Independent Contractor / Limit of Liability**

Variety Cruises Ltd liability and responsibility does not extend beyond the vessel; any arrangements made by or for passengers either before boarding or when disembarking are at the passenger's own risk. Variety Cruises Ltd does not own or control any ground transportation or hotels. As a convenience to our passengers, Variety Cruises may sell tickets for shore excursions or arrange other services which are operated by independent contractors, but as a result of these activities and services Variety Cruises assumes no liability of the actions or omissions of such contractors.

Any and all Excursions included within the itinerary may be subject to minimum or maximum numbers of participants. Excursions are subject to availability. Variety Cruises has no liability for any land based arrangements. Excursions, lecturers and personalities may vary from those advertised.

Subject to the "Liability" clause below, Variety Cruises shall not be liable for any loss or damage, including but not limited to, loss of enjoyment, disappointment or distress for changes to, or cancellation of any Excursions, lecturers and personalities.

Without prejudice to the generality of the foregoing, the guests, unless otherwise provided herein, will have the option to utilize equipment provided by Variety Cruises and to participate in various sports and recreational activities and expedition excursions off, under, around, about and in the environs of the Vessel and locations visited during the cruise. These activities may include but are not limited to zodiac transfers, kayaking, snorkeling, hiking and extensive walking ("Off-Vessel Activities").

**All guests acknowledge that:**

- (a) There are risks and dangers involved in the participation in Off-Vessel Activities and that these are potentially dangerous activities that can result in serious injury or death;
- (b) Variety Cruises can in no way guarantee the safety or welfare of the guests in any Off-Vessel activities and that Variety Cruises is merely providing equipment and instruction to enhance the guests' enjoyment;
- (c) The guests shall knowingly and voluntarily assume the risk of and shall indemnify Variety Cruises against any claims made by him or on his behalf as a result of using equipment provided by Variety Cruises and participating in Off-Vessel Activities;
- (d) The guests shall acquire the training and skill necessary to participate in Off-Vessel Activities and shall follow the rules, guidance, directions and procedures of Variety Cruises; and
- (e) Variety Cruises shall accept no responsibility for the guest's failure to abide by governmental rules, regulations and restrictions and Variety Cruises rules, guidance, directions and procedures concerning Off-Vessel Activities.

**17. Guest Responsibilities**

All guests must comply and the Guest shall procure that all other guests comply with and abide by the terms and conditions of this ticket/contract, the national and international rules and regulations, as well as all orders and directions of the Master and other officers of the Vessel. The officers on board the Vessel have the right to use all reasonable means to enforce such rules, regulations, orders and directions including, but not limited to, the removal of guests from the Vessel. If it appears to the staff or crew at any time during the cruise that guests are or are becoming for any reason unfit to travel or likely to endanger the health, safety or comfort of anyone on board then the Master or duly authorized representative may refuse to embark or disembark the guests at any port or place, transfer the guests from one suite to another, or otherwise deal with the guests as may be necessary. In such circumstances the guests shall not be entitled to any refund or compensation and shall be liable to pay any fines, losses or compensation due to any party. All guests must be at Variety Cruises designated pier in the initial port of embarkation site at least one (1) hour before the appointed time for sailing.

No guests shall pay, nor receive any general average contribution with respect to any property. Each guest agrees to fully indemnify and hold harmless Variety Cruises and any other Indemnatee against any damages, liabilities, losses, penalties, fines, charges or expenses incurred or imposed upon Variety Cruises and any other Indemnatee as a result of any act, omission or violation of law by the guest or any minor for whom the guest is responsible.

All guests must be eighteen (18) years of age or older to purchase or consume alcohol. Variety Cruises reserves the right to refuse to serve anyone who in the sole judgment of the Master or the Officers of the ship may be under the influence of alcohol, or for any reason necessary in their judgment to preserve the health and safety of guests and employees.

All guests must attend all mustering drills while on board the Vessel. This is an exercise that is required by law and is held for guests' safety. A failure by any guests to attend a mustering drill may result in disembarkation of any such guest from the Vessel without any recourse to, or liability of Variety Cruises.

All guests shall allow Variety Cruises, the Master and the Vessel's officers, in their sole discretion, in order to ensure the safety of the passengers, the Vessel and crew, the right to search a guest and any guest's suite/stateroom or property in order to investigate any reported incident, whether involving a crime or personal injury, sickness or damage to property and they may preserve evidence of any reported incident in order to comply with any requests from law enforcement authorities and to carry out any investigation aboard the Vessel.

All guests will be required to complete a "Guest Information Form" prior or upon boarding. No questions may be left unanswered. No guests may be permitted to board the Vessel or embark on the cruise if complete information has not been provided. The "Guest Information Form" requests the following information: Full name of each guest, as per their passport details, Telephone numbers (landline and mobile) Email addresses Home addresses Contact information of family or other in the event of an emergency (Carrier must be able to reach each guest's emergency contact at any time of day. Carrier must, therefore, be provided with all information to allow Carrier to do so (such information should include the name, address, electronic mail address (if available) and phone number (including a mobile phone number if available) of a parent, guardian, spouse, domestic partner, or other person to contact in the event of an emergency).

All guests must possess their passport valid for ONE (1) month beyond the return date of their trip and any necessary visas (visas for Excursions are sometimes required for certain countries). All guests are responsible for determining which travel documents, visas, vaccinations and medications are required for the ports of call and sites on the advertised itinerary and for obtaining the same at their own cost and Variety Cruises shall not be liable to provide such information to guests. If Variety Cruises, as a courtesy to guests, provides information or advice as to necessary travel documents, visas and vaccinations, guests must verify such information with the appropriate government authorities. If the government in a scheduled port of call denies guests from entering, going ashore or disembarking due to the nature or content of their passport or visa or for any other reason whatsoever, guests understand that he/she may not be permitted to embark, disembark or go ashore in that country and that carrier cannot be held responsible if the guest is unable to embark the Vessel as scheduled, the guest is disembarked during the voyage or the guest is required to stay on board during the call.

The Guests must report to Variety Cruises in writing, at the time the reservation is made or, if the condition arises subsequent to the reservation, immediately, any of the following medical or health conditions which may apply to him or to any other guest: a) any physical or mental condition that may require special care, medical treatment or assistance; b) any physical or mental condition which may render a guest unfit for travel; c) any condition which may constitute a risk or danger to the health, safety or comfort of the guest or to anyone else on board the Vessel, d) any physical or mental condition requiring oxygen for medical reasons.

The medical services and medication on board the Vessel is extremely limited and all guests are required to bring an adequate supply of any specific medication needed. It is therefore recommended that guests have full travel insurance to cover any medical costs incurred on board. Variety Cruises has no liability whatsoever for any treatment, diagnosis, advice, examination or other services provided by any medical personnel or other service providers on board the Vessel and at any ports of call. If any guests fail to obtain and to have such documents, and the guest may be required to disembark during the voyage, then Variety Cruises will not provide a refund or otherwise be liable to any guests for such disembarkation.

## **18. Liability**

Subject to the provisions of the Conventions and Regulations referred to in here below, Variety Cruises accept responsibility for death, injury or illness caused by the negligent acts and or omissions of it and any of its direct

employees. Variety Cruises limit its liability, where applicable, by the Conventions and Regulations mentioned here below. In any event, Variety Cruises is not responsible for any improper or non-performance which is: a) wholly attributable to the fault of the guests; b) attributable to the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided by its direct employees, c) attributable to an unusual or unforeseeable circumstance beyond the control of Variety Cruises the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or d) attributable to an event which Variety Cruises could not even with all due care have foreseen or forestalled.

For claims not involving personal injury, death or illness or which are not subject to the Conventions and Regulations referred to in here below, Variety Cruises liability for improper performance of the ticket/ Contract shall be limited to a maximum of twice the ticket/contract price which the affected guest paid (not including premiums and amendment charges).

All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These conditions of carriage may limit or exclude liability, are expressly incorporated into the ticket/Contract and also form the terms and conditions of separate contracts between the guests and the particular carrier as contained in that carrier's ticket which is provided to the guest before the scheduled departure date. Copies of these terms and conditions are available on request from Variety Cruises.

Carriage of passengers and their luggage by sea and the liability of carriers in the event of accidents is governed by the Athens Convention 1974 as subsequently amended or modified (the "Athens Convention"). So far as applicable, the Athens Convention is expressly incorporated into these Terms and Conditions and any liability of Variety Cruises for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. In most cases, the Athens Convention limits the carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. The Athens Convention presumes that luggage has been delivered undamaged to the guests unless written notice is given to Variety Cruises (as carrier): a) in the case of apparent damage, before or at the time of disembarkation or redelivery; or b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place. Any damages payable by Variety Cruises up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the guest and by the maximum deductible specified in Article 8 (4) of the Athens Convention. Copies of the Athens Convention are available from Variety Cruises on request.

Carriage of passengers and their luggage by sea and the liability of carriers in the event of accidents is governed by EC Regulation No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents as subsequently amended or modified ("Regulation A"). Passengers' rights when travelling by sea and inland waterway are governed by EU Regulation No. 1177/2010 of the Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No. 2006/2004 as subsequently amended or modified ("Regulation B"). (Regulation A and Regulation B shall, where the context permits, be referred to as the "Regulations".) The Regulations are expressly incorporated into these Terms and Conditions and any liability of Variety Cruises for death or personal injury, or concerning the rights of passengers in relation to non-discrimination, cancellation or delay shall be determined accordingly. The global limitation of liability available under Article 5 of Regulation A and the Exceptions and special conditions, and Exemptions available under Articles 8 and 20, respectively, of Regulation B, shall apply in respect of any damages payable by Variety Cruises or to reduce or exclude liability as appropriate. Copies of the Regulations are available from Variety Cruises upon request. Insofar as Variety Cruises may be liable to guests in respect of claims arising out of carriage by sea, Variety Cruises shall be entitled to all the rights, defenses, immunities and limitations available, respectively, under the Athens Convention, and nothing in these Terms and Conditions shall be deemed a surrender thereof.

Insofar as the cruise or any part of it may be performed on a vessel not owned by Variety Cruises, it is agreed that Variety Cruises, shall at all times nevertheless be deemed a vessel owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability

Any liability in respect of death and personal injury and loss of and damage to luggage which Variety Cruises may incur to guests, whether under the Ticket/Contract in accordance with these Terms and Conditions or otherwise, shall always be subject to the limits of liability contained in either the Athens Convention or Regulation A. 12.10 Notwithstanding anything to the contrary elsewhere in these Terms and Conditions, Variety Cruises shall not in any circumstances be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature. Variety Cruises shall not be liable for any indirect, special or consequential damages.

## **19. Complaints and Claims**

All guests must raise any complaints, including, without limitation, any failure to provide a service forming part of the Cruise or any Additional Service paid or any property damage or loss or injury, illness or death of a guest, immediately with Variety Cruises and confirm this in writing at the earliest possible opportunity. If any complaint arises during the Cruise which might give rise to a claim it must be notified immediately to the Vessel's staff and written notice must be given to Variety Cruises as soon as possible and in any event within two (2) months (or, if a shorter period is prescribed under the applicable international convention then within that period) from the date on which the service was performed or when it should have been performed or when the property damage or loss or injury, illness or death occurred. Within one (1) month of receipt of the complaint, Variety Cruises will give notice to the Guest that his complaint has been substantiated, rejected or is still being considered. Variety Cruises will provide the final reply to the complaint within two (2) months of receipt of the complaint. In any event, unless a longer period is provided for by force of law, proceedings in respect of any claim must be brought within six (6) months of the end of the cruise, failing which Variety Cruises shall be under no liability to the guests.

## **20. Law & Jurisdiction**

This ticket/contract and all disputes or claims whatsoever shall be governed exclusively, in all respects and without regard to the conflict of law principles, by the Greek Laws and Greek Courts.