

Discover Travel Shop & Celestyal Cruises

Terms and Conditions

1. Discover the World Marketing Travel Pty Ltd

(DWM) 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.

2. Deposit and Final Payments

- a) You must pay a non-refundable 25% Deposit within six (6) days of receiving your booking confirmation.
- b) If the deposit has not been received by DTS within the time specified, the booking is subject to cancellation without notice.
- c) You must pay the balance owing no later than 70 days prior to departure.
- d) For bookings made within 70 days of departure, immediate full payment is required upon initial booking request. In the event that the voyage is full or requested accommodation is unavailable, a refund will be processed immediately for the amount paid.

3. Credit Card Surcharge

If you pay by credit card, a fee will be charged to your tour price. Fees differ by card type. Contact us to obtain applicable surcharge fee for your card type.

4. Cancellation Fees

For any cancellation of your holiday arrangements made by you prior to the commencement of the services booked by DTS, the following cancellation fees will apply:

Cancellation Notification*	Charge Per Person
70 or more days	Loss of deposit
42-69 days	30% of the total holiday cost
17-41 days	60% of the total holiday cost
17 days or less	100% of the total holiday cost

*Written notification must be received by DTS.

Cancellation takes effect the day we receive your letter or email. Cancellations received during weekends, holidays or after 5.00pm on a business day will attract cancellation penalties that are in effect from the following business day. Please note: DTS can only be responsible for refunding amounts actually received. If

cancellation fees are charged by pre/post hotels, tour operators, airlines, or service suppliers, these cancellation fees will be deducted from any refund made.

5. Prices

- a) All prices shown are in Australian Dollars and are per person, based on double occupancy and are current at time of printing (01 December 2014).
- b) Prices were calculated using foreign currency exchange rates. Where exchange rate fluctuations occur of more than 2.5%, or any other increase in the price of services provided which are beyond the control of DTS including any fuel surcharges, local and foreign taxes, we reserve the right to adjust the package prices accordingly, at any time up until the delivery of service, irrespective of reservation payment status. Acceptance of this arrangement is a condition of booking.
- c) Prices are subject to availability at time of booking, are capacity controlled and may be withdrawn at any time without notice.
- d) Prices for cruise components are based on seasonal voyage departure date on lowest cabin category (please refer to individual ship cabin categories and deck plans) on selected sailings only. Prices vary based on date of booking, season and sailing date. Prices shown are for the lowest priced sailing of multiple departure dates.
- e) Port charges and taxes are included in the cruise fare and are subject to change without notice.
- f) Celestyal Cruises reserves the right to impose fuel surcharge as follows: US\$4 per person/per day should the price of ICE Brent exceed US\$115; US\$8 per person/per day should the price of ICE Brent exceed US\$130.

6. Airline Arrangements/Cancellations

- a) Airfare prices and conditions are subject to change or withdrawal without notice until ticketed.
- b) Full payment is required before tickets can be issued. Some airfares are non refundable.

7. What's Included In Your Holiday Cost

Breakfast, lunch, dinner, port charges/ taxes, shipboard cabin accommodation in category of choice.

8. What's Not Included

Flights; meals other than onboard voyage or as stated in itinerary; travel insurance; shore excursions (other than specified); items of a personal nature; passport costs or visa fees (if required); vaccinations (if required); transfers (other than specified); hotel portage (unless specified); tipping onboard the ship; driver and tour guide gratuities. Accommodation necessitated by flight schedules is not included in package price.

9. Force Majeure

DTS is unable to accept liability or pay compensation where the performance or prompt performance of our contractual obligation is prevented or affected by reason of circumstances amounting to force majeure (i.e. any event which we or the supplier(s) of the service(s) could not, even with due care foresee or avoid). Such events may include, but are not limited to, war, threat of war or civil commotions, riots, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather, fire, flood, drought, government action, airport and port regulations and closures, technical transportation problems, maintenance to vessels, scheduling of transport and similar events outside our control.

10. Travel Insurance

DTS strongly recommends that you take out comprehensive travel insurance against those risks as mentioned in Point 1 and other risks. Travel Insurance should be in force for the entire duration of your holiday, covering at least the cancellation of the booking and providing medical cover for illness or injury and repatriation while overseas. You will receive a booking form requesting you to provide DTS with the name of your insurer, together with their 24-hour emergency number. Travel Insurance can be purchased through Discover Travel Shop.

11. Amendments

Should a change be made by you after your initial booking request has been confirmed and deposited, a charge of \$100 per person will apply for each amendment. Any other fees/charges imposed upon DTS by outside suppliers, will be added to this. Amendments requested within 70 days of cruise and tour departure will incur applicable cancellation penalties as detailed herein (refer to point 4 and 6).

12. Variations

In the event of unusual or unforeseen circumstances beyond our control, which require DTS to make necessary changes to your travel arrangements, we reserve the right to cancel or reschedule departures and itineraries. Where it is necessary to change a hotel DTS reserves the right to substitute accommodation of at least a similar standard.

13. Single Travellers

Prices quoted in this brochure are on a twin share basis. If your booking is not a twin share booking we will advise you of the applicable single supplement at the time of confirmation. Celestyal Cruises offer single traveller supplements of between 50% and 100% of the per person, twin share fare and is dependent on the category of cabin category selected, is capacity controlled and subject to availability at time of booking.

14. Brochure Validity

This brochure is valid for travel between 13 March and 30 October 2015 unless otherwise stated and supersedes all previous brochures.

15. Special Requirements

- a) If you have any special requests (e.g. dietary or medical), please inform us or your travel agent at the time of booking. We will do our best to meet such requests but cannot guarantee to do so and in no circumstances will any such request be accepted by DTS so as to form part of our contractual agreement. Special requests must be provided in writing at least 4 weeks prior to sailing.
- b) Some components of the DTS packages may require a reasonable amount of walking or level of fitness. If you are in any doubt, please ask your travel agent to consult with DTS.

16. Passengers with Special Needs

- a) For passengers considering cruising with Celestyal Cruises, please contact Discover Travel Shop for details on the suitability for passengers with special needs of each Celestyal Cruises ship.
- b) Due to safety reasons, it is requested that passengers advise of all physical disabilities or special needs of any kind at time of reservation. By making a reservation, passengers requiring special attention or treatment acknowledge and agree that they will travel with their personal escorts.

17. Passports and Visas

- a) You must have a valid passport with at least six (6) months validity from your holiday return date.
- b) You are responsible for all entry, exit, visa, health and other documents required by law, regulations, orders, demands of the countries visited or transited.
- c) Meeting necessary passport and visa entry requirements and cost is the sole responsibility of the passenger. DTS is not responsible for delays or missed portions of cruise/touring due to incorrect travel documents or visas.

18. Additional Important Information

- a) Prices, itineraries and airline schedules are subject to change without notice. Cruise itineraries operate according to weather and safety considerations and are subject to change up to departure date and during the voyage without notice.
- b) Cruise sailing date, ship/hotel accommodation and room category, flights, transportation and sightseeing tours are subject to availability at time of booking.
- c) There are no reductions, credits or refunds for unused services.
- d) DTS reserves the right to change airline, aircraft types, vessels, hotels and itineraries, by reason of unusual or unforeseeable circumstances beyond our control.

19. Hotel Check-in

To guarantee charges for incidental items, hotels usually require validation of a current credit card upon check-in.

20. Smoking

Smoking is not permitted in the cabins or interior public areas onboard the ship. It is allowed on designated open deck area only.

21. Tour Safety

DTS makes no representation as to, and shall not be responsible for the safety, conditions or other issues that may exist at any destination. You must make your own enquiries including being aware of the relevant government travel safety warnings.

22. Children

Celestyal Cruises are unable to welcome onboard infants less than 3 months of age. Please note that cruise lines do not provide baby formula or food, and babysitting services are not available onboard.

23. Complaints

DTS endeavours to ensure that the arrangements we have made for you are implemented as arranged. If a problem occurs, the most practical way to deal with it is to attempt resolution locally with the service provided. If you fail to follow this course, any claim for compensation may be reduced or denied. If you have any unresolved complaint, details should be lodged in writing (with supporting documentation, including efforts made with the service provided to resolve it) with your travel agent within 30 days of returning to Australia.

24. Terms and Conditions

Terms and Conditions are current as at 01 December 2014. Contact Discover Travel Shop for up-to-date fares and full terms and conditions.

25. SMART Fares

SMART Fares are a Celestyal Cruises early booking fare incentive. Although SMART Fares do not have a specific booking date deadline, they operate on a dynamic pricing system and are inventory controlled. Once all SMART Fares have been exhausted from the selected inventory, or cabin grade on an individual cruise departure date the SMART Fare will be withdrawn and will no longer be available.