

Discover Travel Shop & Hurtigruten

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.

1. YOUR CONTRACT

Your contract is with Hurtigruten Ltd., a company wholly owned by Hurtigruten ASA, on the basis of these conditions and the information contained in the brochure, and shall be governed by English law and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. When you book an air package holiday or sailing with us the contract between us will exist as soon as you or your travel agent asks us to confirm your booking. We then become responsible to provide you with the voyage arrangements or air package holiday you have booked and you become responsible to pay for them, in each case subject to these terms and conditions. You will also become responsible to pay for any additional arrangements made by us on your behalf including International Flights not included in any air package, optional excursions, travel insurance or other arrangements requested by you and booked.

When you make a booking you guarantee you have the authority to accept and do accept on behalf of your party the terms of these booking conditions and accept responsibility for making all payments to us for all members of the party. We are unable to accept provisional or conditional bookings. We will send all documents and other information to you and you will be responsible for ensuring that all other members of the party are kept fully informed.

A confirmation invoice which you should check as soon as you receive it will be sent on receipt of your deposit. If you wish to change or cancel any arrangements later you may have to pay an amendment or cancellation charge and additional costs (see below) which may be as much as the whole of the original price of your arrangements. Only one invoice and one set of documents will be issued. No verbal amendments may be made by either party to these written booking conditions; any change must be in writing signed by the Chief Executive of Hurtigruten ASA.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a confirmation. Upon receipt, if you believe that any

details on the ATOL Certificate or confirmation or any other document are wrong you must advise us immediately.

If you book your holiday through a travel agent all communication must be through that agent. Please quote your booking reference number in all communications.

You are responsible for complying with any visa or other entry requirements for you or any of your party who are not full European Union Passport Holders.

2. YOUR FINANCIAL PROTECTION

We hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority under number 3584. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. In the unlikely event of our insolvency the CAA will ensure that you are not stranded abroad if you have booked a package holiday from this brochure and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

If you book arrangements other than an air and/or packaged holiday from this brochure your monies are protected by our bond held with ABTA. We are also a member of the Cruise Lines International Association (CLIA).

3. PAYMENT

Once you have asked us to confirm your booking the total price of the arrangements you have booked is due and is payable as follows:

(i) If you book more than 70 days before your scheduled departure date a non-refundable deposit of 20%. The balance is due 70 days before your scheduled departure date. No second invoice will be sent. Travel documents will be issued 7 to 14 days prior to departure.

(ii) If you book less than 70 days before your scheduled departure date the full price is payable when you book.

Balance payment may be made by cash, credit card or cheque (providing there is time to clear it to meet the payment schedule shown above – you should allow 5 working days for clearance from the time we receive it).

Credit Card Charges

If you pay by credit card, a fee will be charged to your voyage/package price for deposits and balances paid by credit card. Fees differ by card type. Contact us to obtain applicable surcharge fee for your card type. Your booking may be cancelled if we do not receive payment by the due date (we will not normally send reminders) and cancellation charges as set out under 'If You Cancel' (see below) will be payable by you.

4. FITNESS TO TRAVEL ON THE SHIP, PREGNANCY, DISABILITY OR REDUCED MOBILITY, MEDICAL/MOBILITY EQUIPMENT

In order to ensure that the Carrier is able to carry passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including the ship's flag state every Passenger warrants that he/she is fit to travel by sea and that his/her conduct or condition will not impair the safety of the ship or inconvenience the other passengers. We reserve the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law. If we consider it necessary, we are entitled to administer a health questionnaire prior to boarding.

If it appears to us, the Master or the Company's nominated medical representative that a Passenger is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to land at any port, or likely to render the Carrier liable for Passenger maintenance, support or repatriation, then the Carrier or the Master shall have the right to take any of the following courses: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger to another berth or cabin; (iv) If the Company's nominated medical representative considers it advisable, to place or confine him/her or to transfer the Passenger to a health facility at any port, at the Passenger's expense (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port provided that the ship's nominated medical representative and/or Master considers that any such steps are necessary.

Where a Passenger is refused embarkation as a result of safety and/or fitness to travel, neither we nor the carrier shall be liable for any loss or expense occasioned to the passenger thereby, nor shall the passenger be entitled to any compensation from the Carrier.

Passengers who need assistance and/or have special requests or need special facilities or equipment with regard to accommodation, seating or services required or need to bring medical equipment must notify us at the time of booking. If there are any particular conditions, disabled or reduced mobility which require personal care or supervision then such personal care or supervision must be organised by the passenger and at the passenger's expense. Those passengers confined to wheelchairs must furnish their own standard size foldable wheelchairs but needn't be accompanied by a travelling companion. Unless we and or the Carrier agree otherwise and in writing Passengers are limited to bringing 2 items of such mobility or medical equipment on board per cabin with a total value not exceeding \$4,000. All equipment must be capable of being carried safely and must be declared before the sailing. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 23 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for safety reasons carry pregnant passengers of 24 weeks or more by the end of the cruise.

4. B SPECIAL REQUESTS

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 us so as to form part of our contractual agreement.

5. A PRICES

All voyage/package/tour prices shown in this brochure are in Australian Dollars (AUD) and are per person based on full occupancy of the cabin/room accommodation unless otherwise stated and are current at time of printing (24 May 2014). Prices shown in this brochure are a guide only and applicable prices will be quoted at time of booking.

Single/Sole occupancy of cabins with more than one berth is at our discretion as single/sole use of multiple berth cabins will be limited. Prices in this brochure 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 Hurtigruten ASA including any fuel surcharges, local and foreign taxes (including VAT and UK 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. Prices are subject to availability at time of booking, are capacity controlled and may be withdrawn at any time without notice.

Should it be necessary to make any surcharges we will notify you of the relevant adjustments by issuing a new invoice. In any event we will absorb all such increases where they form less than 2.5% of the total cost of your voyage or air and/or package holiday (excluding any cancellation or amendment charges). Only

amounts in excess of 2.5% will be invoiced to you, together with an administration charge of \$3.00 per person together with an amount to cover agent's commission. In the event that any surcharge means you paying in excess of 10% more on the original cost of your voyage or air and/or package holiday, you will be entitled to cancel your trip with a full refund of all monies paid (except amendment fees). Should you wish to cancel under these circumstances you must exercise your right to do so within 14 days from the date of the invoice we send you showing the increase.

Should the price of your voyage or air and/or package holiday go down due to changes above by more than 2.5% of your holiday cost then any refund due will be paid to you. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual or other protection in place.

5.B VOYAGE AND AIR PACKAGE HOLIDAY

Prices Do Not Include

- Travel Insurance
- Luggage Handling
- International/Domestic Flights except where included in the Air Package Holiday Price
- Optional Excursions
- Beverages except where stated
- Gratuities

Optional Excursions booked before you travel or local excursions or other activities that you may choose to book and pay for whilst on holiday are not part of your voyage or air and/or package holiday arrangements provided by us nor are we agents for the provider of the service. For any excursion or other activity you book before departure or with which you are assisted in arranging whilst on holiday, your contract will solely be with the supplier of the excursion or activity and not with Hurtigruten. We are not responsible for the provision of your excursion or activity or for anything that happens during the course of its provision by the supplier.

6. IF YOU CHANGE YOUR BOOKING

If you wish to change your travel arrangements after they have been confirmed we will do our utmost to help but it may not always be possible. Any request for changes to be made must be in writing by the person who made the booking or your travel agent. You will be asked to pay an administration charge of \$150 per person and any further cost we incur in making this alteration.

NB: most airlines will charge a fee for ticket changes. Costs may increase the closer to the departure date that changes are made. For example, the transfer within 70 days of departure of arrangements involving a scheduled flight will mean the cancellation and re-booking of this flight and a significant additional charge.

If you change the number of people in your party, the price of the arrangements will be recalculated for the new party size e.g. this may mean that accommodation is under-occupied and each member of the party may have to pay an increased price.

Any increase in price caused by changes you have requested is not a cancellation charge even though it may arise because a member of your party has cancelled. Any change by you to your confirmed arrangements after departure is in all cases subject to availability and any relevant costs.

7. IF YOU CANCEL

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. We recommend 'Recorded Delivery'. Cancellation takes effect the day we receive your letter or email. Since we incur costs in relation to your arrangements from the time we confirm your booking you will have to pay the applicable cancellation charges as shown in the table below (which also applies if we cancel because you have failed to make payments on time - see 'Payment' section) together with the cost of any air fare for which we have had to pay at the time of the booking and will be payable immediately on cancellation.

When the cancellation letter is received by us before departure	Charges as a % of the total holiday cost
70 or more days	Retention of deposit
42–69 days	30%
28–41 days	60%
14–27 days	90%
Less than 14 days	100%

8. IF WE CHANGE OR CANCEL YOUR BOOKING

We reserve the right to change any of the details, and correct any errors in this brochure or invoices at any time. If changes are made before you have made your booking we will advise you before we confirm your arrangements. We reserve the right in any circumstances to cancel your travel arrangements (for example if a minimum number of participants for a particular travel arrangements not reached, we may have to cancel it) and to change airline, aircraft types, vessels and itineraries without liability for any subsequent loss. Even after we have confirmed your booking we may have to make alterations but we will not cancel your travel arrangements less than 60 days before your departure except for reasons of force majeure or failure by you to pay the final balance in full.

Most alterations will be minor and while we will do our best to notify you or your travel agent of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you.

Occasionally we may have to make a significant change to your confirmed arrangements. Significant changes include the following:

- Change of UK departure airport. A change from one London airport to another is not considered a major change. London airports are Heathrow, Gatwick, Stansted, Luton and London City.
- Change of your time of departure or return by more than 12 hours.
- Change of your flight from a day flight to a night flight if this also includes a change to your departure time of 3 hours or more.†
- Change of resort.
- Change of holiday accommodation to accommodation of a lower official rating.

† For the purposes of the contract night flights are those which depart from the UK between 2200 and 0600 hours or arrive in the UK between 2400 and 0600 hours.

If we have to make a significant change we will notify you as soon as possible and you may either:

- (a) accept the change and the contract between us will then be varied to incorporate the change; or
- (b) take alternative arrangements altogether (subject to availability). If the alternative arrangements selected are a lower price than those originally confirmed the difference will (if already paid) be refunded to you.
- (c) withdraw from the booking completely in which case we will as soon as possible, refund all money paid to us.

Passengers must give notice of their decision as soon as reasonably possible and not later than 7 days of being informed of the alteration. If you choose (a) or (b) above, you will receive as compensation a credit towards the cost of your arrangements, or any alternative selected, the amount shown in Scale A below. If you choose (c) we will pay you compensation shown in Scale B below. In all cases we will have no liability for any other or greater compensation or for expenses or losses incurred.

Period before departure date notification given by us	Credit/Compensation per fare paying passenger (excluding infants)*	
	Scale A	Scale B
0-7 days	\$45	\$90
8-14 days	\$35	\$70
15-28 days	\$25	\$50
29-42 days	\$15	\$35
43-59 days	\$5	\$15
More than 60 days	Nil	\$5

*The compensation shown above applies to full fare paying adults only. Children or others travelling at concessionary rates will receive compensation pro rata based on the concessionary price against the full adult price as shown on the confirmation.

The above rates do not apply when we are forced to make changes which cause you to withdraw or cancel your arrangements, by reason of unusual and unforeseeable circumstances beyond our control and which we could not have avoided by the exercise of all due care and our only liability will be to refund, as soon as possible, all money paid to us by you. We are 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.

A flight or ship delay does not constitute a change to holiday arrangements.

9. COMPLAINT PROCEDURE

If there is a problem during your holiday, you must report it on board immediately or to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return. Failure to take either or both of these steps will prejudice our ability to resolve your problem and / or investigate it fully. In consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

Where the port of embarkation for your sailing is in the EU then any complaints relating to EU Regulation 1177/2010 on Passenger Rights when travelling by Sea and Inland waterways must be made to the Company in writing no later than 2 months after return from travel or the date on which the service complained of was performed. The Company will provide a final reply within 2 months. You must supply full details to enable the Company to deal with your complaint.

10. OUR LIABILITY TO YOU

(i) Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of 'force majeure'. In these Booking Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

(ii) We will accept responsibility for the arrangements we agree to provide or arrange for you as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted

holiday arrangements negligently, taking into consideration all relevant factors, we will pay you reasonable compensation.

(iii) Where death and or personal injury and or loss of or damage to property occurs during carriage by air or by sea then liability and the extent of damages recoverable will be dealt with by International Conventions as set out in paragraphs (v) and (vi) and not otherwise.

(iv) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 10(vi) below.

(v) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question. (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea).

Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request. We do not have any liability to you by virtue of the Regulation 261/2004 which applies solely to the operating carrier. Any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.

(vi) Travel by sea is governed by the provisions of the Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 as amended in 1976 ("The Athens Convention") and where applicable from 1 January 2013 EU Regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents ("EU Regulation 392/2009"). For the purposes of the Athens Convention and EU Regulation 392/2009 we are the Contracting Carrier.

The Athens Convention and EU Regulation 392/2009 limit the Carriers' liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It is presumed that luggage has been delivered to you undamaged unless written notice is given by us and/or the performing 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.

Damages for cabin luggage payable by the Carrier are limited up to the Athens Convention limit of 833 SDRs or 2250 SDRs if EU Regulation 392/2009 applies.

Limits shall be reduced in proportion to any contributory negligence by the Client and by the maximum deductible specified in Article 8(4) of the Athens Convention or EU Regulation 392/2009.

In so far as we may be liable to a Client in respect of claims arising out of carriage by sea, we shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual carrier

and under the relevant Conventions and nothing in these Booking Conditions shall be deemed as a surrender thereof. To the extent that any provision in these Booking Conditions is made null and void by the Athens Convention or EU Regulation 392/2009 or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further.

Any liability in respect of death and personal injury and loss of and damage to luggage which we may incur to you shall always be subject to the limits of liability contained in the Athens Convention or EU Regulation 392/2009 for death/personal injury of 46,666 Special Drawing Rights (SDR) or 300,000 SDR under Athens Convention or 400,000 SDRs under EU Regulation 392/2009 except in the case of liability for war or terrorism 250,000 SDRs.

We are not liable for valuables, monies or other securities including jewellery and watches. If they have been deposited with the reception desk on the ship for safe keeping and a receipt issued then in those limited circumstances the Carriers liability will be as set out in the Athens Convention or EU Regulation 392/2009. The use of safes on board a Vessel is not a deposit with the ship or with the company under the Athens Convention or EU Regulation 392/2009 or otherwise. The limits are 1200 SDRs pursuant to Athens or 3,375 SDRs pursuant to EU Regulation 392/2009.

(vii) Where there is any loss of or damage to property including luggage which is not covered by any international convention and where liability is not limited by reference to any enactment, terms of conditions, then any legal liability that we may have for any such losses or damage will not exceed £500 per guest.

(viii) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 9 above. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

11. INDEMNITY

When you book arrangements with us you accept responsibility for the proper conduct of yourself and your party. If your actions or omissions cause damage to any property in the provision of the contracted arrangements, or cause delay or diversion to any flight or other means of transportation, you agree to fully indemnify us against any claim (including professional fees and legal costs) made against us by or on behalf of the owner of such property or the operator of the flight or other means of transportation. The Captain of an aircraft or Master of a ship has authority over the aircraft/ship and passengers at all times when they are boarding or on board. There will be no liability on our part, or that of any supplier, for any refund, compensation, or costs thus incurred. Additionally, we will have the right to recover full costs resulting from the incident from the passenger.

At any port or place we may refuse to embark or may disembark any passenger who, in the opinion of the ship's authorized personnel, might be excluded from landing at further destinations by local authorities or who may be suffering from any contagious or infectious disease, or whose presence may be detrimental to the wellbeing of passengers or crew. In cases of quarantine of the ship, or individual passengers (passengers may be required to remain in their cabin or as instructed by authorised personnel on board if they or any other occupant of the accommodation presents any symptoms or may be considered to put other passengers at risk) we will not be liable for expenses thus caused and in such cases as above there will be no entitlement to any refund or compensation and we will have no liability for costs incurred as a result.

Your specific passport and visa and health requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept responsibility if you cannot travel because you have not complied with the latest requirements. If you have made independent travel arrangements you accept responsibility for joining the ship in good time, regardless of any change to the sailing time or date, or to the itinerary. We are not able to refund monies paid to us, or any third party acting on our or your behalf, or make compensation or other payments

where, for whatever reason, you fail to join the ship. Passengers going ashore are responsible for re-boarding the ship prior to departure from port.

We reserve the right to substitute another vessel for the scheduled vessel whether or not owned or operated by Hurtigruten. Any part of the travel arrangements and the voyage is subject to cancellation, delay, modification, or island/mainland visit cancellation for any reason, including medical disembarkation of crew or passengers or any other circumstances beyond our or our suppliers' control. You therefore acknowledge and agree that the scheduled itinerary for the voyage and the announced departure and arrival times are not guaranteed and we shall not be liable to passengers for any damages or other claims in the event of any delay, changes in itinerary or inability to perform services by reason of any event or events beyond our or our suppliers' control.

12. TRAVEL INSURANCE

It is a condition of the contract with us that every member of the booking has travel insurance in force for the entire duration of the booking, covering at least the cancellation of the booking and providing medical cover for illness or injury and repatriation while overseas. Please provide us with the name of your insurer, together with their 24-hour emergency number when you book or as soon as possible.

13. TIMINGS & DELAYS

Timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, and the ability of passengers to check in and board on time. Sometimes delays cannot be avoided but in such situations, in conjunction with our local agents or representatives, we will try to ensure your comfort during the course of any delay.

Where the port of embarkation is in the EU and the company reasonably expects the departure of a cruise to be delayed for more than 90 minutes beyond its scheduled departure time, passengers departing from port terminal shall be offered free of charge snacks, meals or refreshments as are appropriate given the waiting time, provided they are available and can reasonably be supplied. If the delay in departure necessitates a stay of one or more nights or a stay additional to that intended by the passenger where and when physically possible the Company shall, subject to the Package Travel Regulations 1992, offer passengers departing from port terminals free of charge adequate accommodation on board or ashore, and transport to and from the port terminal and place of accommodation in addition to the snacks, meals and refreshments previously referred to. The maximum amount that the company will pay for accommodation ashore and transport to and from the port terminal shall be equivalent to 80 Euros per person per night for a maximum of three nights. The company will not have an obligation to provide such accommodation ashore where the delay is caused by weather conditions endangering the safe operation of the ship.

14. BROCHURE VALIDITY

This brochure was published in May 2014 and the details and prices contained in it are valid to December 2015 but may be superseded by subsequent brochures.

15. DATA PROTECTION

In order to process your booking and ensure your travel arrangements run smoothly and meet your requirements we, Hurtigruten Ltd, 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 on to the relevant suppliers of your travel arrangements such as airlines, ships, hotels, transport companies 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 pass any information on to any person not responsible for part of your travel arrangements. This applies to any

sensitive information that you give to us such as details of any 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.) Please note that where information is also held by your travel agent, this is subject to your agent's own data protection policy.

Hurtigruten is not responsible for the privacy practices of any other companies.

If you wish to obtain a copy of the personal information held about you, please write to the above address. Hurtigruten Ltd may make a small charge for supplying this information as permitted by law. Hurtigruten Ltd. may wish to contact you by post, e-mail and/or telephone with news, information and offers on its voyages and other holidays we may have available and for market research purposes. If you prefer not to be contacted for the purposes set out above please contact the Customer Data Controller, Marketing Department, Hurtigruten Ltd, Bedford House, 69-79 Fulham High Street, London SW6 3JW.