

Discover Travel Shop & Swan Hellenic

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.

General Information

Passengers who have never cruised before, or who have not cruised with Swan Hellenic, will no doubt have many questions to ask about the ship, our operation and many other matters. This section has been written to give you some general information about cruising with us, and we feel sure during your voyage. Please note that instructions contained in this section form part of our Booking Conditions.

Our aim is your complete enjoyment of the cruise and our staff, together with the ship's crew, will do all that they can to ensure this. The information given here is correct at the time of printing (October 2013), but is subject to change without notice.

BEFORE YOU GO

RESERVATIONS & PAYMENTS

A deposit of AU\$1000 per person or 10% of your total holiday cost whichever is greater (or full payment for bookings taken within 119 days of departure) and a completed booking form are required to secure your reservation and must be received within 7 days of booking. The balance is due from your travel agent no later than 119 days prior to your sailing.

WHAT'S NOT INCLUDED IN YOUR CRUISE FARE

Flights; meals other than onboard your cruise (aboard Minerva); beverages (beer, wine, spirits, sodas) travel insurance; optional shore excursions; items of a personal nature; passport costs or visa fees; vaccinations (if required); transfers; pre- and/or post- cruise hotel accommodation and portage.

BOOKINGS

Bookings in Australia and New Zealand may be made through your preferred travel agent.

PASSPORTS AND VISAS

Swan Hellenic requires a full 10 year Australia passport or full 5 year New Zealand passport with spare pages, valid for at least six months after the date of return for all Australian/New Zealand citizens. Depending on your cruise itinerary and countries visited, you may need to purchase and obtain required visas prior to departure from your home country. Full information on visas for your cruise for Australia/New Zealand passport holders will be sent to you approximately 16 weeks before departure.

In some countries group visas may also be obtained by Swan Hellenic, however, Swan Hellenic may not always be able to obtain group visas for non UK passport holders. In some countries group visas are restricted to allow passengers to participate in shore excursions organised by Swan Hellenic only. If you wish to explore independently in these countries it will be necessary for you to obtain and purchase an individual visa prior to the cruise departure; this includes St Petersburg and Russia. This information is subject to change and it may be necessary for other visas to be obtained and purchased. Other nationalities should consult their travel agent/ embassy regarding visa/entry requirements. Passengers with an Israeli visa, passport or entry permit or with a visa for Egypt or Jordan at an Israeli border crossing in their passport (whether valid or not) may not be permitted to disembark in some countries.

Please check with your travel agent, applicable consulate or embassy, or Swan Hellenic before travelling to make sure your documentation is in order. Some countries place restrictions on certain nationalities obtaining group or individual visas. In such ports you will not be permitted to disembark.

All the information stated is correct at the time of printing, April 2014, and is subject to change. Swan Hellenic will endeavour to inform passengers of any mandatory requirements and changes in the pre cruise documentation which is sent approximately 8 weeks prior to the cruise departure.

Please note that it is the responsibility of each passenger to check with the various embassies or consulates involved in their particular cruise, to ensure that they have the necessary visas and correct documentation to enter all the countries visited. Any passengers arriving at the departure port/ airport without a passport, correct visas (if required) or correct documentation will be refused permission to board the ship/aircraft. Failure in this respect is not covered by insurance and no refund can be made.

CHILDREN

There are no recreational facilities for children aboard Minerva and reservations for children are not advised.

TRAVEL INSURANCE

It is a condition of booking your cruise that you have fully comprehensive travel insurance valid from the date

of deposit being made. We will require you to give us details of your travel insurance company including the policy number. You must ensure that, as a minimum, it covers cancellation for the total value of the cruise, delay or curtailment, medical charges, evacuation (from the vessel) and repatriation costs. We suggest you discuss the various policies that are available with your travel agent.

PASSENGERS WITH SPECIAL REQUIREMENTS

Swan Hellenic will always try to accommodate passengers with special requirements. If you or any person travelling with you suffers from any medical condition, disability or limited mobility you must contact our office for advice before any booking is confirmed. Please read clause 10 of the Booking Conditions – FITNESS TO TRAVEL ON THE CRUISE SHIP, PREGNANCY, BEHAVIOUR, DISABILITY OR REDUCED MOBILITY, MEDICAL AND MOBILITY EQUIPMENT.

HOTELS & LAND TOURS

The land packages contained in this brochure can only be purchased in conjunction with the cruises shown in this brochure. The company reserves the right to assign your hotel based on pre-reserved space at hotels contracted. Hotel rooms are not usually available until approximately 3.00pm on the day of arrival. Certain land packages and excursions will not operate if minimum numbers are not met and others may have a maximum capacity. The sequence of escorted land tours may vary from the brochure. If, for any reason, a hotel or entertainment feature is cancelled or otherwise unavailable, the company reserves the right to

cancel, make substitutions or omissions and is under no obligation, except that in the event of cancellation you will receive a full refund of any payments received for that service. Please note that the terms for cancellation by the passenger of any pre-booked land stays and excursions are as per our general cancellation terms, as detailed in our Booking Conditions.

SHORE EXCURSIONS

Shore excursions are included in your cruise fare in every port of call, where available. Please note that the company reserves the right to amend, cancel or substitute an included shore excursion and in these circumstances is under no obligation to make a refund. Additional optional excursions, including some as mentioned in the brochure, may be available at supplementary cost. The excursions programme outlined in the brochure may be subject to change. The full Shore Excursion programme and Booking Form will be sent approximately 8 weeks prior to departure. All excursions should be pre-booked although it is possible to book on board (subject to availability) Please note it is not possible to credit the non-use of an included shore excursion in any way.

The value of shore excursions, up to £650 per person, is based on a typical 15-day cruise with a combination of full and half day excursions in the major ports visited including entrance fees and guides.

ONLINE SERVICES – ALREADY BOOKED

Our website <http://au.swanhellenic.com> features an Already Booked section. Here you will be able to find useful information such as Frequently Asked Questions, Your Cruise Book (available 8 weeks prior to departure) and Partner Services. You can also update your Mandatory Passenger Information online.

JOINING YOUR CRUISE

Portsmouth

For cruises departing from and/or returning to Portsmouth there will be complimentary return coach transfers from London Victoria coach station and Southampton Airport. Pre-booking is required to participate in these transfer services. Embarkation will generally begin three hours before the ship is due to sail.

INDEPENDENT TRAVEL ARRANGEMENTS The Company will have no responsibility, financial or otherwise, in regard to air, hotel, transport or any other arrangements made by passengers with third parties. Passengers should ensure that any such arrangements are transferable and refundable and covered by their travel insurance, in the event of delay, amendment or cancellation of any of these independent arrangements, or of your cruise. Information regarding embarkation and disembarkation times as well as access to the port will be given in your Pre Cruise documentation.

Passengers on a cruise only package must make their own arrangements to transfer from the airport to the ship and vice versa. This is also applicable to passengers booked on a pre or post tour whereby passengers must make their own arrangements to transfer from the hotel to the airport and vice versa.

ON BOARD

CURRENCY AND PAYMENTS

On board Minerva all prices are in £ Sterling. As there are limited foreign exchange facilities on board, we would recommend that you purchase any currency requirements you expect to need before you travel. There is little opportunity to visit banks whilst on excursions. For purchases ashore, many shops accept most Travellers' Cheques and major Credit Cards. A cashless system operates on board with passengers settling accounts at the end of the cruise. Payment methods – Visa, Mastercard and American Express credit cards (2% surcharge), Visa debit cards only, Travellers Cheques and cash are accepted for payment of shipboard accounts. Personal cheques and Mastercard debit cards are not accepted.

ON BOARD BAR CREDIT

Where on board credit has been allocated, please note that this is for the use of non alcoholic or alcoholic drinks only purchased in the Minerva bars and restaurants. On board bar credit is non-transferable, non-refundable and cannot be exchanged for cash.

HEALTH, VACCINATIONS AND MEDICAL INFORMATION

As health regulations are ever changing, we recommend that you consult your GP or travel clinic at least 12 weeks before your intended departure to check the latest requirements for the countries you will be visiting and take a copy of your itinerary and personal travel plans for review with your practitioner. It is your responsibility to ensure that you are fully protected with the appropriate vaccination certificate(s) for your cruise. Vaccination requirements are subject to change without notice. Any passenger arriving at the airport/port without the correct vaccination or exemption certificate (s) will be refused permission to board the ship. No passenger refund is applicable. Depending on the itinerary, passengers should consult their GP regarding the possibility of taking a course of anti-malarial tablets prior to their departure.

Conditions of entry to each port vary according to the conditions set by each country and port authority and may differ to the advice given by the World Health Organisation and doctors. We have to abide by the latest information given to us by the port authorities that allow the ship entry to the port of call. In certain countries, Yellow Fever inoculations are mandatory for each passenger whether or not you intend to proceed ashore. You will be required to obtain and carry an original Yellow Fever certificate stamped by an authorised Yellow Fever Vaccination Centre. The certificate itself is valid from 10 days after vaccination for a period of ten years. If you are excused on medical grounds you will be required to obtain and carry an original Yellow Fever (charges apply) Exemption Certificate stamped by an authorised Yellow Fever Vaccination Centre. Certificates will be inspected upon embarkation. You will not be able to travel or embark the ship without a valid certificate as stated. Regulations requiring mandatory Yellow Fever Vaccinations and certificates are laid down by the local Port and Health Authorities, and the vessel will be unable to obtain entrance to certain ports if the correct paperwork, as stated above, is not available. This requirement may differ from the advice given by the World Health Organisation and your local doctor.

Other countries recommend that precautions are taken against Malaria and other diseases. You should seek advice with regard to your personal itinerary, including pre/post voyage travel, as Malaria advice and/or prophylaxis may be recommended. Health advice varies from time to time depending on the situation of the country you are visiting. Seasonal influenza vaccination is recommended for all passengers.

If you do not normally enjoy good health, you should consult your doctor regarding the advisability of taking a cruise and being away from the usual medical and hospital facilities. Your insurance company must be advised of any pre-existing conditions at the time of booking and of any conditions arising subsequently prior to departure, otherwise your insurance may be invalid and you will be responsible for any costs arising from medical treatment or repatriation.

We ask you to advise us at the time of booking of any disability or illness so that we can advise our onboard medical team.

MEDICAL ATTENTION

We hope you will find it unnecessary to use the ship's medical facilities during your voyage. If, however, the occasion does arise, it is comforting to know that we do carry a fully qualified doctor and nurses. The doctor or nurse will make a charge for their services as well as requiring payment for any medicines or drugs needed. Such charges are normally reclaimable under your travel insurance, less any excess. In the unlikely event that you require urgent medical attention ashore, we will assist by contacting your insurer who will make the necessary arrangements for your treatment and repatriation.

BARS & ALCOHOL

Please note that bars may have to be closed for the sale of alcohol and cigarettes in certain waters. Only alcohol purchased in the ship's bars and restaurants may be consumed on Minerva.

DINING ARRANGEMENTS

Breakfast, lunch and dinner are arranged on an open sitting basis and may be taken in the Swan Restaurant or the Veranda. Opening times will vary according to the daily programme.

TELECOMMUNICATIONS

Our onboard telecommunications systems mean that you are never more than a telephone call away from your home or office. All cabins feature direct-dial telephones, whilst fax facilities are available at Reception.

The Internet Lounge, situated on Bridge Deck, allows you to access your email account (please note certain types of access, including Skype and other VOIP protocols are blocked due to bandwidth restrictions). This also applies to Apple and MS programmes, such as iCloud.com which, because of bandwidth restrictions, are also unavailable on board. Internet cards are available for purchase on board. WiFi is available for use on personal laptops in certain areas. Satellite coverage cannot be guaranteed. Kindle users; please note that you will not be able to access the mailbox, on your device, via the onboard WiFi system. Please use the terminals in the Internet Lounge.

ELECTRICAL APPLIANCES

Cabins and suites feature 220 volt current. The use of hair dryers, electric rollers, curling irons, electric shavers and other small appliances should be checked with Reception, but, for safety reasons, the use of travel irons and any personal tea/coffee making equipment is strictly prohibited. Each cabin is equipped with a hairdryer.

LAUNDRY & PRESSING

Valet service is available for laundry and pressing. A laundry bag and order form are provided in your cabin wardrobe. Some passengers may wish to make use of the self-service launderette on Aegean Deck – washing powder is provided. Dry cleaning is not available on board.

WHAT TO WEAR

As a general rule, for days on board and ashore, summer clothing/casual wear is the order of the day. It should be light, comfortable and easy to care for. A sweater and jacket for cooler evenings and a light raincoat are also advisable.

On cruises to northern latitudes, warmer, layered, windproof clothing will be necessary. On more southerly cruises the weather will usually be suitable for sunbathing, so don't forget your wrap, bathing suit, sunglasses, sunhat and sunscreen. For trips ashore and for getting into and out of the ship's tenders, comfortable, sturdy walking shoes are a must. You may also want to bring with you a camera, extra binoculars, an umbrella, sunscreen and insect repellent.

In certain countries, shorts, short skirts, bare arms and shoulders will not be appreciated locally and you may be prohibited entry to certain sites. Please refer to the notes section in the Cruise Book for each excursion.

During the day, the general atmosphere on board is informal and casual clothing, including shorts, is perfectly acceptable. However, just as at a land based resort, we ask you to cover swimwear when entering the ship from the open decks. In the evening, the dress code varies according to your chosen restaurant. The Veranda is smart casual; for ladies that means dresses or blouses with skirts or trousers and, for gentlemen, long trousers and shirts with collars. In the Swan Restaurant gentlemen are required to wear a jacket and tie. As a courtesy to other passengers, the dress code will be observed; please ensure you are correctly dressed to avoid any embarrassment on entering the Swan Restaurant for dinner in the evening. On formal nights (approximately two in a 15 day cruise), gentlemen are invited to wear black tie or dark suits and ladies to wear evening gowns or cocktail dresses.

SMOKING

Smoking is only permitted in designated areas on the open decks. Smoking outside these areas, including in cabins and on excursion coaches, is strictly prohibited.

EMERGENCY MUSTER DRILL

After embarkation and prior to Minerva setting sail there will be a full emergency muster station drill. This exercise is to give all passengers precise information on the correct route from their cabins to the places where they should muster in an emergency, together with instructions about life jackets and emergency procedures. This Muster Drill is a requirement of law and all passengers must attend.

NOISE

There are all kinds of noise associated with a working vessel when the ship is in motion. We recognise that tolerance levels vary so please contact the Reservations Department if you require further information before you book.

PORT HOLES

In rough weather or for operational and security reasons, port hole covers (known as deadlights) may need to be closed. Cabins with port holes are located on Baltic Deck. On cruises where the vessel sails through the Red and Arabian Seas, the vessel is subject to the requirements of the International Maritime Organisation for anti-piracy. The requirements are designed to protect the ship from the potential risk of attack, which includes the rigging of razor-wire and the closing of the cabin deadlights. The captain is required to comply with these requirements, which vary day to day dependent upon the reported level of risk.

GENERAL

SPECIAL REQUESTS

We are unable to accept 'conditional bookings'. Please advise any special requests clearly at the time of booking and we will do our best to comply with your wishes. We must point out that failure to fulfil a special request cannot be considered a breach of Contract on the part of the company.

CHANGE OF ADDRESS

We particularly ask you to tell us in writing of any alterations to your address before departure, and in any communication, please state the cruise on which you are travelling.

DATA PROTECTION

Please be assured that we have methods in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies.

If you travel outside the EU, controls on data protection may not be as strong as the legal requirements in your country of residence. We will only pass your information on to persons responsible for 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 EU or not, we will be unable to accept your booking). In making your booking you consent to this information being passed on to the relevant persons.

Full details of our data protection policy are available upon request.

CHANGES TO YOUR CRUISE & ITINERARY

The information in this brochure outlines details of our carefully planned programme. Should any subsequent events cause us to change our plans or affect the published itinerary in any way, we will let passengers know as soon as possible. Disembarkation at anchorage ports are subject to local weather and sea state conditions. However, in the event of war or threat of war, political unrest, terrorist activity, piracy, natural or nuclear disaster, we maintain the unreserved right to cancel, postpone or alter without prior consultation, any itinerary in whole or in part, in order to safeguard passengers, the ship and employees. See Booking Conditions on pages 110-113.

GUEST SPEAKERS/SPECIALIST ENTERTAINMENT

If any of our confirmed Guest Speakers or specialist entertainers are unable to travel on their allotted cruise, Swan Hellenic reserves the right to engage alternative Guest Speakers, specialist entertainers or to alter the advertised programme.

OVERSEAS STANDARDS

It is a fact of life that when we travel to different countries, we often find that the customs, traditions and general pace at which things are done can be very different from what we are used to in Australia/New Zealand. In so far as standards of safety are concerned, the suppliers of services must comply with the rules and regulations of their own country and these are not always as strict as they are in Australia/New Zealand.

Every care is taken to contract the best available transport. However, standards can vary and not all vehicles will have air-conditioning or seat belts.

DANGEROUS GOODS

We direct your attention to the fact that it is an offence to carry on board an aircraft or a ship any goods of a dangerous or damaging nature. Remember that petrol and other lighter fluids, including fluids for hair curlers, come under the terms of the Explosives Act; their inclusion in baggage is strictly prohibited.

BROCHURE ACCURACY

The information contained in this brochure is checked for accuracy by our UK staff, our overseas staff and our agents. Nevertheless, we would ask you to bear in mind that things can change and often these things can happen without our prior knowledge. However, should we become aware of any long term or permanent change which is considered to have a permanent effect upon your enjoyment of the cruise, we will do our utmost to advise you.

COMPLIMENTARY RHS MEMBERSHIP

A Flemish & French Masterpiece & Impressions of the Riviera

For all bookings on the above cruises a one year complimentary membership to the RHS is included.

If you're already a member, the RHS will renew your existing membership on a complimentary basis. Membership of the RHS has many benefits. As well as supporting the work as the UK's leading gardening charity, you will receive:

- Free entry to RHS Gardens as well as to 80 other gardens around the country all year and a further 60 at selected periods
- Priority booking and discounted tickets to RHS Shows, from the celebrated RHS Chelsea Flower Show to many other RHS Shows that run throughout the year around the country
- The Garden Magazine – free every month, and packed with ideas on how to make the most of your membership
- Free personalised gardening advice

Joining Details

Membership forms and details will be available on board Minerva during the cruise.

BOOKING CONDITIONS

1 THE CONTRACT

1.1 The contract is between All Leisure Holidays Limited trading as "Swan Hellenic" ('The Company') and each person booking with the Company (including the parents or guardian of any person under 18 years of age) ("the Passengers"). Please note that information contained in the section headed "General Information" in our brochure or in these or any other comparable sections, and any other relevant information on our website also form part of your contract with the Company.

1.2 The Lead Passenger warrants as a fundamental term of the contract that he/she has read and agrees to these terms and conditions and has the authority by each Passenger named on the confirmation invoice to be bound by them. Furthermore that he/ she is authorised by each passenger named on the confirmation invoice (and, where such passenger is under 18 years of age, by his/her parents or guardian) to enter into a contract with the Company on their behalf. Unless otherwise indicated, the Lead Passenger warrants that the Passenger information given may be used by the Company or its partners for future marketing purposes.

1.3 A binding contract comes in to place when you pay the full deposit (or where appropriate the full price) and a confirmation invoice is issued even if the Company is unable to confirm all holiday details (e.g. flights) at the time of booking. A confirmation invoice will be sent to the Lead Passenger. If you pay by credit card, a fee will be charged to your tour price. Fees differ by card type. Please contact us to obtain the applicable surcharge fee for your card type.

1.4 All details on the confirmation invoice (and on any additional documents produced by the Company) will be deemed to have been accepted unless the Company receives notification to the contrary, in writing, from the Lead Passenger immediately that the confirmation invoice is received. If you have not received your confirmation invoice within 7 days of booking your cruise please contact us immediately. If any errors are not immediately identified and reported, any cost of rectifying the same at a subsequent date must be met by the Passenger. Please note that Passengers not following these instructions will be fully liable for any costs that may subsequently be incurred in rectifying errors at a later date. v All invoices and vouchers must be checked by Passengers and the Company must be notified of any errors immediately.

1.5 It is expressly agreed that all Passengers and their luggage are carried subject to the Conditions of Carriage of the airlines and shipping company used, some of which limit or exclude liability. Any compensation payable by the Company for non-performance or improper performance of land, sea and air carriage services shall be limited in accordance with the international conventions which govern such services by the carrier. See paragraphs 12 and 13.

1.6 For bookings made through an approved Travel Agent, the Agent holds any monies paid on behalf of the customer for the Company.

1.7 The Company reserves the right to cancel bookings and levy cancellation charges on the scale in section 8 below if balance payments are not received in full 119 days before departure. Travel insurance (where purchased through us or directly with a third party) does not form part of your contract with the Company or of any "package".

1.8 The contract and all other proceedings arising out of or in connection with it shall be governed by English law and the jurisdiction of the English courts. If and in so far as a claim against the Company is governed EU Regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents (or the Passenger Liability Regulation (EU 392/2009) or in respect of non-international carriage by the Athens Convention 1974 or 2002 and or in the case of river cruises. The Convention on Limitation of Liability for Maritime Claims 1996 (LLMC 96) as amended by SI 1998/1258 in the Court competent to hear such claims.

2 THE BOOKING PROCESS

2.1 A non-refundable deposit of AU\$1,000 or 10% of the total fare due, whichever is greater (or full payment for bookings taken within 119 days of departure) is due upon booking. A higher Deposit amount may be payable if any supplier(s) require additional payments for a service prior to the balance due date. Payment of a Deposit means acceptance of these Booking Terms & Conditions. The Company takes no responsibility for credit card or foreign currency transaction processing fees levied by issuing banks.

2.2 If the Deposit and/or balance are not paid on time, the Company reserves the right to cancel the contract and apply any cancellation charges set out in section 8.

2.3 Passengers must be fit to travel. Any passengers with reduced mobility or with other physical or mental disabilities or conditions which may require special treatment or assistance (including Passengers who may require the use of a wheelchair) must advise the Company prior to booking. They may be required to complete a questionnaire and provide medical evidence of fitness to travel at the time of booking and upon receipt of which they may be asked to accept additional Booking Terms & Conditions before a confirmation invoice is issued and a contract entered into. See paragraph 10.

2.4 The Company may (at its discretion) offer Passengers at the time of booking a guaranteed cabin booking (a "Guarantee Cabin"). Under such offers a Passenger is guaranteed to receive a cabin of a specified type although the precise location of the cabin is at the Company's discretion. The Company may (at its discretion) upgrade a Guarantee Cabin to a higher category cabin at no additional cost to the Passenger. The Company may allocate specific cabins under guarantee offers at any time up until the Passenger arrives on the vessel at the port of embarkation. Once Guarantee Cabins have been allocated, the Company is unable to accept Passenger change requests. If Passengers book one or more back-to-back cruises and one or more cruise includes Guarantee Cabins, it is possible that Passengers may be allocated different cabins on each cruise and may need to move between cabins on changeover day(s).

3 PRICES AND SURCHARGES

3.1 The Company reserves the right to alter the published prices of any of the cruise holidays. Passengers will be advised of the current price of the holiday that they wish to book before any contract is confirmed.

3.2 The price of the travel arrangements was calculated using exchange rates quoted in the appropriate brochure. Changes in transportation costs (including the cost of fuel, port costs, taxes or other fees) and exchange rates mean that the price of travel arrangements may change after booking. The Company reserves the right to adjust cruise/package prices accordingly at any time, however, the Company undertakes that no changes to the price will be made within 30 days of departure.

3.3 The Company will absorb and the Passenger will not be charged for, any increase equivalent to up to 2% of the total holiday cost (excluding insurance premiums and/or any amendment charges). The Company may, at its discretion, and subject to the approval of the relevant authority (ies), charge the Passenger any increase above 2% in respect of (i) transportation costs, including the cost of fuel, (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or (iii) the exchange rates applied to the package. If the increase is more than 10% of the price of their travel arrangements, Passengers will have the option of accepting a change to another holiday or cancelling and receiving a full refund of all monies paid, except for any insurance premiums and amendment charges. If the Company is able to offer another holiday and this alternative holiday is of equivalent or higher price to the original holiday booked, then the Passenger will not have to pay more. If the alternative holiday is a lower price, the Passenger will be refunded the difference. Should Passengers decide to cancel their holiday under these circumstances, they must do so within 14 days of the date of the invoice for the additional charge or such other period as may be specified.

3.4 Should the total cost to the Company of a Passenger's holiday fall by more than 2% due to any of the changes mentioned above then the Company will pass on to Passengers any refund due. Passengers should note that travel arrangements are not always purchased in local currency and some changes in local currency costs may have no impact on the price of Passengers' travel due to contractual and other protection in place.

3.5 All outstanding balances on on-board accounts must be settled in full before the Passenger disembarks the vessel. If any Passenger fails to settle their on-board account then the Company shall be entitled to take whatever steps may be necessary to recover the monies due and shall be entitled to pass on any costs incurred in doing so.

3.6 Passengers must be aware that the holiday price quoted may include different points of departure and return from/to the UK. In such cases there may be additional costs associated with transfer between the two places not included in the holiday price that will be passed on to the customer.

3.7 We may decide, at any time, to advertise Saver Fares on selected cruises or cabin grades. These are subject to availability and your cabin number will not be allocated at the time of booking.

4 OUR RESPONSIBILITY AND SHORE EXCURSIONS

4.1 Except where otherwise expressly stated in these booking conditions, we regret that the Company cannot accept liability or pay any compensation where the performance or prompt 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 this Contract, "Force Majeure" includes any event which the Company or any supplier of the service(s) in question could not even with all due care, foresee or avoid. Such events may include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, technical problems with transport, closure of airports, ports or airspace, changes of schedules by airlines, adverse weather conditions, epidemics, health risks and pandemics, fire, closed or congested airports or ports and all similar events outside the control of the Company and our suppliers.

4.2 The Company is not responsible for any improper or non-performance of any services of the package holiday which are wholly attributable to the fault of the Passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any of the services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, 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 any event which the Company and / or relevant suppliers could not even with all due care have foreseen or forestalled. In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and / or omissions of its suppliers of services which form part of the Package then the Company limits its liability, where applicable, by the International Conventions.

4.3 Where death and or personal injury and or loss of or damage to property occurs during carriage by air or by sea then the liability and the extent of damages recoverable will be dealt with by their conditions of carriage and the International Conventions set out in paragraphs 12 and 13 and not otherwise.

4.4 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 or conditions, then any legal liability that the Company may have for any such losses or damage will not exceed £500 per Passenger.

4.5 Notwithstanding anything to the contrary elsewhere in this Contract, the Company shall not in any circumstances be liable to the Passenger for any loss or anticipated loss of profit, 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.

Shore Excursions

4.6 Where the Company provides or sells a shore excursion to the Passenger the Passenger shall be bound by the terms and conditions of the supplier of the shore excursion supplier.

4.7 The Company does not perform shore excursions which it sells to Passengers. These are performed by local operators who may themselves engage the services of third party suppliers. The Company will at all times endeavour to appoint reputable and competent operators who comply with all prevailing local rules, standards of hygiene, accommodation and transport might differ from comparable standards in the UK.

4.8 Local laws and regulations of the relevant country will be applied to assess the performance of suppliers and the Company. The Company's legal obligations will have been performed if the supplier has complied with local laws and regulations even if the laws of England have not been met.

4.9 Passengers should be aware that they may also be subject to terms and conditions imposed by local excursion operators.

4. 10 In the event of an excursion being cancelled, the Company will take all reasonable steps to ensure that Passengers are offered a choice of an alternative excursion and/or a full refund in the case of optional excursions.

4. 11 Passengers cancelling optional excursions prior to departure will be refunded in accordance with the schedule set out in clause 8.1. Passengers cancelling optional excursions after departure will not be entitled to a refund. If in such cases the cancellation is due to ill health a supporting letter from the ship's Doctor (charges may apply) may enable Passengers to make a claim on their Travel Insurance Policy. Any Passenger that fails to attend an excursion for whatever reason will be deemed to have cancelled.

4. 12 Passengers wishing to change optional excursion details will be allowed to do so on presentation of the appropriate ticket(s) at the shore excursion desk during the advertised opening hours and at least 72 hours prior to the ship's arrival in the excursion port. Any amended booking will be treated as a new booking and the price charged (if applicable) will be set at the prevailing on board price which may be higher than the original brochure price for the same excursion. New booking balances due will be credited with any payment from the original booking less a £5 per Passenger administration charge. Any discounts applied to the original booking will only be transferred to the new booking at the Company's discretion. If the cost of the new booking is less than the original booking then no refund of the surplus balance will be made.

4. 13 Any changes to optional excursion arrangements requested by Passengers less than 72 hours prior to the ship's arrival in the excursion port will only be allowed subject to availability and the terms and conditions of the excursion operator. All other conditions are as (4.6) above.

4.14 The Company is not responsible for the performance of and has no liability for shore excursions which are not sold by the Company. Passengers are advised to take great care in purchasing shore excursions from third parties in the ports to ensure they are safe and are covered by insurance.

5 TRAVEL INSURANCE

5.1 It is a condition of booking that each Passenger has adequate travel insurance in force from the time of deposit being made for the entire duration of the holiday. We suggest you discuss with your travel agent the various travel insurance policies that are available. Policies can be purchased that provide protection in the event of a trip cancellation, interruption, personal illness, injury, medical fees or damage to property. Verification of your travel insurance policy may be required by Swan Hellenic or its agents.

5.3 The Company is not responsible for checking that Passengers have the correct level of insurance and will not be liable for any costs, howsoever arising, in excess of any travel insurance cover purchased. In particular Passengers should check that their insurance arrangements cover all likely scenarios should they have to cancel their cruise.

6 PASSPORTS & VISAS

6.1 It is the responsibility of all Passengers to check and fulfil the passport, visa, and immigration requirements applicable to their itinerary. Passengers must check passport and visa requirements for their own specific circumstances with the relevant Embassies or Consulates as applicable.

6.2 Passengers must understand that passport, visa and immigration requirements do change. Passengers are responsible for checking the up to date position in good time before departure.

6.3 The Company requires a full 10 year Australian passport or a full 5 year New Zealand passport with spare pages valid for at least six months after the date of return for all Australian/New Zealand citizens. Passengers, must check passport and visa requirements with the Embassy or Consulate of the country (ies) to or through which they intend to travel.

6.4 All Passengers must ensure that they have the correct travel documents in their possession before departure. Passengers may incur fines if they fail to comply with documentation or visa requirements. The Company will re-charge to the Passenger any such fines that have been paid by the Company on the Passenger's behalf.

6.5 The Company does not accept any responsibility for Passengers who are denied disembarkation or are unable to travel, or who incur any other loss because they fail to comply with any passport, visa, or immigration requirements. Cancellation of any part of the holiday that arises due to problems with visa/passport, or immigration requirements will be subject to cancellation charges set out in section 8.

7 CHANGES TO BOOKING DETAILS BY PASSENGERS

7.1 The Company will do its utmost to ensure that amendments requested by Passengers are accommodated, but the Company makes no guarantee that these requests will be met. Any change request must be made by the Lead Passenger and the Company reserves the right to pass on the costs of making any such changes. Passengers must be aware that charges associated with amendments are likely to increase nearer to the date of departure.

7.2 Additional passengers or cruises may be added to a booking at any time subject to availability. In each case a deposit (or full payment, as relevant) per additional Passenger will be required by the Company and all other booking conditions must be met before the new contract exists.

7.3 Requests for significant amendments to booking details (e.g. change of sail date) received before the balance due date will be treated as a new booking. At the Company's sole discretion, the original booking will either be deemed cancelled (and be subject to the cancellation charges set out in section 8), or will be deemed amended (and be subject to an Amendment fee of AU\$200 per Passenger). A maximum of one change of sail date per booking will be considered for an Amendment fee of AU\$200 per Passenger as long as the change to the sail date is requested at least 119 days before the booked departure date. Any deposit paid, discount applied or promotion applicable to a booking that is cancelled or amended will only be transferred to a new booking at the Company's discretion. Any offers currently available on the cruise that the Passenger wishes to transfer their booking to will also only be applied at the Company's discretion.

7.4 For amendments to booking details received before the balance due date (e.g. passenger name changes) an administration charge of AU\$100per Passenger affected will be charged. If name changes are required to scheduled flight details, the charge may be significantly more than \$100 per Passenger and will be quoted on request. Passengers should also be aware that airlines may not allow transfer of Passenger names and in such cases a flight booking might need to be cancelled and rebooked, subject to availability, and at the Passenger's expense.

7.5 After an amendment is applied a new confirmation invoice will be issued at which point the contract will be deemed to be amended accordingly.

8 CANCELLATION BY A PASSENGER

8.1 A Passenger may cancel a booking at any time. Cancellation will take effect when the Company has received written notice of cancellation signed by the Lead Passenger. Cancellation charges payable to the Company are:

Period before departure Cancellation within which the charge per	Company receives notice passenger
After payment of deposit	Loss of deposit
112 to 60 days before departure	Loss of Deposit or 60% of total holiday cost (whichever is greater)
59 to 29 days before departure	90% of total holiday cost
28 days or less before departure to	100% of total holiday cost

Cancellation and/or amendment fees charged by your travel agent and/or associated supplier are not included and may be additional to Swan Hellenic's fees as outlined above.

8.2 A Passenger will not have a right to exclusive occupancy of a cabin with two or more berths unless any applicable single occupancy premium has been paid. In the event of a Passenger becoming a single occupant of such a cabin due to a cancellation, he/she will become liable to pay any applicable single occupancy premium.

9 CANCELLATION OR ALTERATION BY THE COMPANY

9.1 The Company reserves the right at its sole and absolute discretion at any time to cancel, postpone or alter without prior notice or consultation any cruise in whole or in part in order to safeguard its Passengers, its crew, its employees or the vessel in the event of war or threat of war, political unrest, terrorist activity or threat of terrorist activity, nuclear or natural disaster, riots, civil strife, adverse weather conditions or other similar events as previously defined ("Force Majeure") or for any other valid operational reason. If the majority of ports that the Company aims to visit during any one cruise have to be changed on UK Foreign Office advice before the cruise commences, the Company undertakes to offer Passengers an alternative cruise or refund of the cost of their cruise in full.

9.2 If under clause 9.1 the Company cancels a cruise before the scheduled departure date it will offer, when possible, a subsequent alternative departure of similar standard (which must be accepted in writing within 14 days of the offer being made), or the choice of a full refund of all monies paid

9.3 If under clause 9.1 the Company cancels a cruise after the scheduled departure date, it will return all Passengers as soon as practicable to the UK and make a proportional refund for any unused services, less any non-recoverable expenses incurred.

9.4 If under clause 9.1 the Company alters the planned itinerary only, refunds will be limited to any balances outstanding on shore excursions.

9.5 In any of the circumstances mentioned above the Company shall not be liable to pay any compensation, nor shall Passengers have any further claim against the Company.

9.6 The Company and the Captain of the ship are unable to guarantee that the ship will call at every advertised port or follow every part of the advertised route. They will at all times endeavour to maintain the advertised programme but reserve the right at their sole discretion to make any alternations they deem necessary.

9.7 The company also reserves the right to cancel any cruise by giving written notice at least eight weeks before departure if sales of that departure have not reached 70% of capacity. Under such circumstances clause 9.2 will apply and the Company shall not be liable to pay compensation, nor shall Passengers have any further claim against the Company.

9.8 The Company reserves the right at its sole and absolute discretion to use a substitute ship of similar standard to the original ship should it prove necessary to do so.

9.9 In addition to the rights of the Company, Aircraft and Ship's Captains always have the right at their absolute discretion to vary any planned routing without prior notice or consultation if they deem it necessary to do so in the interests of safety.

9.10 Any flight details contained in the Company's brochures and on confirmation invoices are provisional. Final flight details (including timings and routings) will be issued near to departure and may differ significantly from any provisional information previously provided.

9.11 If for any reason details of a cruise have to be altered before departure (and subject to Clause 9.1) the Company will notify the Lead Passenger as soon as possible.

9.12 The Company will not be held responsible for, nor have liability in respect of, delays caused by third parties during passage through sea areas controlled by vessel traffic schemes, canals, rivers or any other navigable waterways.

9.13 In respect of cruise travel 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 operation of the ship.

10 FITNESS TO TRAVEL ON THE CRUISE SHIP, PREGNANCY, BEHAVIOUR, DISABILITY OR REDUCED MOBILITY, MEDICAL AND MOBILITY EQUIPMENT

10.1 The Company's priority is the comfort and safety of its Passengers who are asked to provide prior to booking as much information as possible regarding any special assistance that may be required in the port, during embarkation and on board the vessel. This information is required 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 flag state.

10.2 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 cruise ship or inconvenience the other Passengers. The Company and the carrier 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.

10.3 For the purposes of EU 1177/2010 Disabled Person' or 'Person with Reduced Mobility includes any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaption to his particular needs for the service made available to all passengers. Passengers with Reduced Mobility and or Disabilities must advise at the time of booking of their specific needs with regard to accommodation, seating or services required from the carrier or terminal operator, or their need to bring medical equipment, or to bring

a recognised assistance dog on board the vessel or of any other known disabilities or who in the Carrier's and or Master's opinion is unfit or unable to travel or anyone whose condition may constitute a danger to themselves or others on board on the grounds of safety.

10.4 The requirement to notify the Company at the time of booking of any medical equipment required on board is to ensure that the medical equipment can be lawfully carried and/or carried safely. It is the passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive. Passengers must be able to operate all equipment.

10.5 If it appears to the Company or the carrier, the Master or the Cruise Ship's doctor 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 Cruise Ship doctor considers it advisable, to place or confine him/her in the Cruise Ship's Hospital 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 doctor and/or Master considers that any such steps are necessary.

10.6 The vessels have a limited number of cabins equipped for Disabled Persons or Persons with Reduced Mobility. Not all areas or equipment on the vessels are suitable for access to Disabled Persons or Persons with Reduced Mobility. Passengers must check with the Company at the time of booking to enable the Company to assess your needs with the performing carrier.

10.7 Those passengers confined to wheelchairs must furnish their own standard size wheelchairs and must be accompanied by a travelling companion fit and able to assist them. The ship's wheelchairs are available for emergency use only. Passengers must not use mobility scooters on board. They must be gel or dry cell battery only with a width of no more than 78cm to enable access to the cabin. Each part should weigh no more than 23kg. Any passenger taking a mobility scooter aboard the Vessel must reside in a disabled cabin.

10.8 Not all ports of call will be accessible by wheelchair and some may be by tender. The decision will be made by the Master of the vessel; it will be based on safety and will be binding. Passengers must check at the time of booking in order to avoid disappointment.

10.9 If there are any particular conditions, which require personal care or supervision then such personal care or supervision must be organised by the Passenger and at the passenger's expense. The vessel is unable to provide respite services, one to one personal care or supervision or any other form of carer for physical, psychiatric or other conditions.

10.10 In accordance with EU 1177/2010 where it is strictly necessary for the safety of the Passenger, the Company and or the carrier can require a Disabled passenger or Person with Reduced Mobility before it accepts the booking that a Passenger is assisted by an accompanying person who is fit and able to provide the assistance required.

10.11 Assistance dogs are subject to national and EU Regulations regarding travel. It is the passenger's responsibility to check the position prior to the cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call. Assistance dogs must have all necessary papers and comply with national Regulations regarding health, vaccinations, training and travel.

10.12 Where any mobility or other equipment is lost or damaged by the fault or neglect of the Company then it is the Company's or carriers absolute decision as to whether to repair or replace such equipment. Unless the Company 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 £2200. All equipment must be capable of being carried safely and must be declared before the cruise. 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.

10.13 Where a Passenger is refused embarkation as a result of safety and/or fitness to travel and or failure to give notice under EU 1177/2010 or otherwise, neither the Company 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.

10.14 Any Passenger who embarks, or allows any other Passenger for whom he or she is responsible to embark, when he or she or such other Passenger is suffering from any sickness, disease, injury or infirmity bodily or mental or to his/her knowledge has been exposed to any infection or contagious disease, or for any other reason is likely to impair the safety or reasonable comfort of other persons on board or for any reason is refused permission to land at his/her or her port of destination shall be responsible for any loss or expense incurred by the Company, carrier or the Master directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and consent in writing of the Carrier or the Master to such embarkation has been obtained.

10.15 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. Ships cannot, for safety reasons, carry pregnant Passengers of 23 weeks or more by the end of the cruise. The Company and the Carrier reserve the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Company and/or the Master are not satisfied that the Passenger will be safe during the passage.

10.16 The ship's doctor is not qualified to deliver babies on board or to offer pre or post natal treatment and no responsibility is accepted by the Company in respect of the ability to provide such services or equipment. The cruise ship's doctor is not a specialist and the ship's medical centre is not required to be and is not equipped to the same standards as a land-based hospital. The Vessel carries medical supplies and equipment as required by its flag state. Neither the Company nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

10.17 The Company and the carrier are entitled to administer a health questionnaire prior to boarding. All Passengers must follow the vessels instructions and procedures relating to all matters including health, safety, hygiene and security. Any Passenger boarding a ship at initial embarkation who has not filled in the required pre-boarding health declaration must inform the Company of any sickness and/or diarrhoea experienced less than 72 hours prior to embarkation. In the interest of Passenger's safety the Company reserves the right at its discretion, to refuse boarding. In such circumstances the Company shall not be liable to pay any compensation, nor shall Passengers have any further claim against the Company. The Company and the carrier are entitled to request Passengers to remain in their cabins in the event of illness which is or may be infectious.

10.18 In the event of illness or accident, Passengers may have to be landed ashore by the Company and/or Master for medical treatment. The Company makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed. Medical facilities and standards vary from port to port and the Company makes no representations or warranties in relation to such standards.

10.19 The Company does not accept any responsibility for Passengers unable to travel, or who incur any other loss because they fail to comply with any health formalities. The Company takes no responsibility for Passengers denied embarkation and/ or disembarkation on medical grounds. Cancellation of any part of the holiday that arises due to health requirements will be subject to cancellation charges as set out in Section 8.

10.20 Any cost or expense reasonably incurred by the Company for or on behalf of the Passenger in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation, damages to fixtures and fittings (including the soiling of soft furnishings i.e. mattresses) or any other expense shall be repayable by the Passenger to the Company irrespective of whether the sum is covered by the Passenger's travel insurance arrangements.

10.21 If a Passenger is refused entry to board an aircraft because, in the opinion of the Captain or airline staff, the Passenger is unfit to travel or represents a threat to the safety of the aircraft or its Passengers or crew or is abusive or disruptive, the Company will not be liable to complete the Passengers holiday arrangements and will not be liable to pay any refund or compensation.

10.22 Unless approved by the Company in writing prior to departure, Passengers may not bring on board any controlled substances.

10.23 Passengers may not bring on board any prohibited substances, any animals or any goods of a flammable or dangerous nature. Doing so will render the Passenger strictly liable to the Company for any injury, loss, damage or expense suffered by the Company as a result. The Passenger will also be personally liable for any statutory penalties.

10.24 Passengers are required at all times to follow the instructions of employees and crew regarding the use of ship's equipment (including hand sanitizers) and general behaviour whilst on board. The Company will not be responsible for any consequential injury, illness, financial or other loss incurred by Passengers if they fail to comply with the instructions they are given.

10.25 The Captain (or any employee or member of the crew authorised by the Master) will be entitled to search the cabin and/or personal luggage of any Passenger suspected of being in breach of these clauses. In addition, any employee or crew member will be entitled to enter a Passenger's cabin in order to carry out an inspection, or to undertake cleaning, maintenance or repair work.

10.26 The Company expects all Passengers to have consideration for other Passengers when travelling on our cruises and to treat all staff and fellow Passengers with respect. If in the Company's opinion, or the reasonable opinion of someone either in authority or from one of our suppliers (such as an airline), any Passenger acts in such a way as to cause or be likely to cause danger, breach of safety and or upset or distress to any of our staff, fellow Passengers or a third party or your behaviour impacts the smooth and or safe running of the cruise we are entitled to disembark the Passenger and terminate the cruise holiday. In such circumstances neither the Company or the relevant carrier will have any further liability and the Passenger will not be entitled to any refund for any part of the cost of their unused cruise package including any return travel arrangements, transfers or alternative accommodation etc.

10.27 Should any Passenger have the misfortune to suffer illness, injury or death during the period of the cruise arising out of an activity that does not form part of the arrangement made by the Company, the Company will, where appropriate, provide any assistance it can to the affected Passenger, such assistance being limited to a maximum cost incurred by the Company of £5,000 per booking.

10.28 The Company may invite various affinity groups of people with shared interests who choose to travel together onto a cruise. The Company does not envisage that this will materially affect the normal day to day operation of the ship but Passengers must accept that there may be occasions when certain facilities are unavailable whilst these groups are on board.

11 COMPLAINTS

11.1 Any Passenger who encounters a problem during a cruise must immediately report it to the reception desk on the ship and ensure that the issue is recorded in the ship's log together with any action taken to resolve it. If the matter cannot be resolved during the cruise, and the Passenger wishes to pursue a complaint, the Passenger must write to the Company within 28 days of final disembarkation to allow the complaint to be investigated properly. If the Passenger does not give the Company the opportunity to resolve the issue locally during the cruise by reporting it to a member of the ship's crew at the reception desk and having the issue recorded in the ship's log, then the Company may not be able to deal positively with any complaint on your return.

11.2 The Company is a Member of ABTA, membership number W0302.

11.3 Passengers are asked to make any complaints relating to EU Regulation 1177/2010 whilst on board the vessel. If the complaint is not resolved at this time you must make a formal complaint to the Company within 2 months from the date of the circumstances giving rise to the complaint. Within 1 month of receipt of the complaint the Company will respond informing the Passenger whether the complaint has been

substantiated, rejected or is still being considered. The Company will provide a final response to the Passenger no later than 2 months after receipt of the complaint.

12 CARRIAGE BY SEA OR INLAND WATERWAYS AND LIMITATION OF LIABILITY

12.1 Carriage by sea is subject to the Carriers' Conditions of Carriage which are contractually incorporated into the contract with the Company. Copies of the conditions of carriage will be sent to Passengers with their travel documentation but they can be provided in advance upon request. They are also available on board the ship and on the Company's website. It is important that you read these documents as they set out your rights and obligations. They also contain limitations of liability.

12.2 The liability of the Company and the carrier to Passengers for carriage by sea in respect of death, personal injury and or loss of or damage to luggage is governed since 1 January 2013 to International Carriage by EU Regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents 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) for Domestic Carriage For the purposes of EU 392/2009, the Athens 1974 and 2002 The Company is a contracting carrier. EU Regulation 392/2009 may be viewed at: <http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF> The Athens Convention 1974 may be viewed at: <http://www.admiraltylawguide.com/conven/passengers1974.html>. The Athens Convention 2002 which comes into force on 23 April 2014 may be viewed at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/261628/Misc.6.2013_Prof_2002_Athens_8760.pdf or are available from The Company on request. EU Regulation 392/2009 and where applicable The Athens Convention 1974 or 2002 are contractually incorporated and applicable to the Contract, The Company shall be entitled to the benefit of all limitations, rights and immunities conferred by EU Regulation 392/2009 and where applicable the Athens Convention 1974 or 2002 in respect of any ship on which the cruise is performed.

12.3 EU Regulation 392/2009 and where applicable The Athens Convention 1974 (from April 23 2014 the Athens Convention 2002) limit The Company's and the Carriers' liability for loss or damage to luggage and make special provision for valuables. It is presumed that luggage has been delivered undamaged unless written notice is given to the Company 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 2250 SDRs approx. £2,111.41 if EU Regulation 392/2009 and or Athens Convention 2002 applies or where applicable the Athens Convention 1974 limit of 833 SDRs approx. £781.80.

12.4 Limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in Article 8 by the passenger in accordance with Article 8 (4) of the Athens Conventions or EU Regulation 392/2009. All Claims must be brought in accordance with EU Regulation 392/2009 or where applicable the Athens Convention 1974 or 2002 within 2 years of the date of disembarkation from the ship.

12.5 In respect of domestic carriage in the UK, The Athens Convention will apply and the limits for death/personal injury are 46,666 Special Drawing Rights (SDR) approx. £43,794.67 these limits may also apply to domestic cruises in the EU. Where the carrier has a principal place of business in the UK the limits of liability per passenger may be 300,000 SDR approx. £281,541.21 per carriage.

12.6 In respect of international carriage EU Regulation 392/2009 applies the limits for death/personal injury caused by a shipping incident, with the exception of circumstances beyond the Carrier's control (ie act of war, natural disaster, act of a third party) to no more than 250 000 SDRs approx. £234,587.82 per passenger per carriage. Except for cases involving war and terrorism damages up to a further 150 000 SDRs approx. £140,752.69 may be payable in respect of a shipping incident unless the Company or the carrier proves that the death or personal injury occurred without the carrier's fault or neglect. Where death/ personal injury is caused by a non- shipping incident it is for the passenger to prove that the death or personal injury was caused by the fault or neglect of the carrier. The maximum sum payable to any passenger under EU Regulation 392/2009 is limited to 400 000 per passenger per carriage which is approx. £375,340.52. The maximum sum payable in cases involving war and terrorism where the carrier is liable is 250 000 SDRs per passenger per carriage or 340 000 000 SDRs per ship, per carriage.

12.7 The Company and the carrier 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 Company's and the carriers liability will be as set out in EU Regulation 392/2009 or where applicable the Athens Convention 1974 or 2002. The use of safes on board a Vessel is not a deposit with the ship or with the Company under the EU Regulation 392/2009 or where applicable the Athens Convention 1974 or 2002 or otherwise. The limits are 3,375 SDRs approx. £3,166.45 pursuant to EU Regulation 392/2009 and the Athens Convention 2002 or 1200 SDRs approx. £1,125.81 pursuant to the Athens Convention 1974.

12.8 An SDR is an international monetary unit, The exact value of an SDR fluctuates with the daily exchange rate, The daily exchange rate can be viewed at the international monetary Fund website http://www.imf.org/external/np/fin/data/rms_sdrv.aspx and an SDR converter is available at http://coinmill.com/GBP_SDR.html#SDR=46666, The values in the booking conditions are those of 26 March 2014 and may fluctuate upwards or downwards.

12.9 In so far as the Company and its servants and/or agents and suppliers may be liable to a Passenger in respect of claims arising out of carriage by sea, the Company 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 this Contract shall be deemed as a surrender thereof. The Company's liability will not at any time exceed that of the carrier under its Conditions of Carriage and/or applicable or incorporated conventions or other legislation.

12.10 Where carriage is performed on Inland waterways and the vessel does not go to sea the liability provisions relating to sea going vessels do not apply to the cruise. In those cases the liability of the Company and the carrier to Passengers shall be determined in accordance with English law and The Convention on Limitation of Liability for Maritime Claims 1996 (LLMC 96) as amended by SI 1998/1258 The Company's liability pursuant to SI 1998/1258 a copy of which will be provided by on request or can be found at (<http://www.legislation.gov.uk/ukxi/1998/1258/article/4/made>). The limits for non-sea going passenger vessels is SDR 175,000 per passenger limit (approx. \$270,500.04 or £164,185.05). Liability for property claims will be at least SDR 1,000,000 under SI 1998/1258 (4(b)(i)).

12.11 The Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels referred to as the "Strasbourg Convention" with protocols and amendments, applies to vessels sailing on waterways located in the territory of a state party subject to (i) the "Revised Convention relating to the Navigation of the Rhine of 17 October 1868" and (ii) the "Convention of 27 October 1956 concerning the canalization of the Moselle" (Article 15(1) of the Strasbourg Convention: <http://www.ivr.nl/downloads/forms/B2.pdf>). If the Strasbourg Convention applies the limits for passenger claims are SDR 60,000 per passenger subject to a minimum of SDR 6,000,000 (see Article 7). A copy of the Strasbourg Convention can be found at http://www.ccr-zkr.org/files/conventions/clni_2012_en.pdf. The Company's and the carrier's for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by Passengers shall, in the first instance, be governed by the Convention on Limitation of Liability for Maritime Claims 1996 (LLMC 96) as amended by SI 1998/1258 or where applicable the Strasbourg Convention. The Company's liability therefore shall not exceed those limitations provided by the said LLMC 1996 and SI 1998/1258 or where applicable Strasbourg Convention or in any further revisions, protocols and/or amendments thereto as shall become applicable. Where the LLMC 1996 or If applicable Strasbourg Convention permits us to apply a deductible, we may apply that deductible.

13 CONDITIONS OF CARRIAGE BY AIR AND LIMITATION OF LIABILITY

13.1 Travel on board aircraft used in travelling to and from the ship is subject to the airline's standard ticket conditions, some of which limit or exclude liability in accordance with international conventions. For complete details contact the individual airline(s) directly.

13.2 If your air journey involves a destination or stop in a country other than the one from which you depart, the Warsaw Convention may govern the liability of all airlines involved in your journey, including any portion thereof in a single country. This Convention limits the liability of airlines involved in your journey, including any portion thereof in a single country. This Convention limits the liability of airlines for death or bodily injury and for baggage loss, delay or damage. For many air carriers, the Warsaw Convention limits for bodily injury or death and the defence that they have taken all necessary measures to avoid the damage for the first

100,000 Special Drawing Rights of any such claim do not apply. In addition, in cases of death or bodily injury, many air carriers will make advance payments to the person entitled to compensation, if required to meet immediate economic needs, in proportion to the hardship suffered. European Community carriers provide a minimum advance equal to not less than 15,000 Special Drawing Rights in the event of death. Other air carriers may apply alternate provisions.

14 GUIDES AND GUEST SPEAKERS

14.1 Independent contractors retained by the Company, including but not limited to Guest Speakers, guides, guest personalities and entertainers are subject to change and/or cancellation without notice. The Company also retains the right to change any member of ship's crew previously advertised or disclosed (e.g. the ship's Captain) without notice.