

# Celestyal Cruises & Discover Travel Shop

## Booking Conditions

**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.

### **Celestyal Cruises**

**TERMS AND CONDITIONS WHICH APPLY TO THE CUSTOMERS BOOKING**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS ALL THE CUSTOMERS IN YOUR BOOKING WILL BE BOUND BY THEM.**

In consideration of receipt of the full contract price, CELESTYAL CRUISES CENTRE LIMITED, of the Republic of Cyprus (with its registered address at 11 Lemesou Avenue, 2112, Nicosia) the Company agrees to offer travel services on the following terms and conditions (“Terms”), which constitute an integral part of the Customer’s contract with the Company in respect of the travel services offered for sale by the Company.

By making a booking the Customer agrees on behalf of himself/herself and any third-party adults and/or minors (under 18 years of age) indicated in the reservation and who form part of the Customer’s booking to be legally bound by these Terms and any additional terms and conditions of any independent contractor/supplier that are applicable to the Customer’s booking and which are expressly incorporated into the contract between the Customer and the Company.

Where the combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. You will benefit from all EU rights applying to packages. The Company will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, the Company has protection in place to refund your payments and, where air transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

## 1. DEFINITIONS

1.1 **“Carrier”** means Celestyal Cruises Centre Limited and the Vessel itself (or a substitute vessel) and is to include the registered beneficial owner and/or charterer whether bare boat/demise charter, time charterer, sub-charterer, manager or operator of the Vessel and all Carriers as defined pursuant to EU Regulation 392/2009 and the Athens Convention.

1.2 **“Carriers Conditions of Carriage”** means the standard conditions of carriage of the Carrier governing the carriage of Customers and their luggage by sea as set out on [www.celestyalcruises.com](http://www.celestyalcruises.com) as the same may be amended, varied or replaced from time to time. Modifications of any nature whatsoever in this respect shall become valid as on their date of publication on the Website.

1.3 **“Company”** means CELESTYAL CRUISES CENTRE LIMITED, of the Republic of Cyprus (with its registered address at 11 Lemesou Avenue, 2112 Nicosia, Cyprus) and includes its present and former parents, subsidiaries, affiliated and/or inter-related companies, underwriters and insurers, agents, employees, officers, directors, successors and assignees and the vessel;

1.4 **“Customer(s)”** means the individual and/or entity booking or purchasing whether directly with the Company a cruise and/or services and/or product under this contract and includes any third-party adults and/or minors (under 18 years of age) who form part of the Customer’s booking, including heirs and representatives of all of the aforementioned. A reference to passengers in these Terms is a reference to Customers from the time of embarkation on board the vessel.

1.5 **‘Directive (EU)2015/2302’** means the Directive of the European Parliament and of the Council on package travel and linked travel arrangements;

1.6 **‘Disabled Person’ or ‘Person with Reduced Mobility’;** means 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 or impairment or as a result of age, and whose situation needs appropriate attention and adaptation to his/her particular needs for the services made available to all Customers.

1.7 **“Fare”** means the amount paid for the cruise and/or package and/or Travel Services and does not include fuel supplement charges, security charges or similar incidental surcharges

1.8 **“Organizer”** means the party with whom the Customer has entered into the Contract for the cruise and/or package as defined under the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements which includes the cruise onboard the Vessel or other equivalent.

1.9 **‘Package’** means a contract combining at least two different types of travel services purchased from a single point of sale, offered; sold or charged at a inclusive or total price. Purchase of a cruise holiday will be considered to be a package since it combines transport and accommodation.

1.10 **‘Travel services’** means transport used for the carriage of Customers, accommodation, rental of cars or motorcycles

1.11 **“Website”** means the Company’s website at [www.celestyalcruises.com](http://www.celestyalcruises.com)

## 2. GOVERNING LAW AND JURISDICITON

These terms and conditions are for the purchase of products and/or services offered for sale by the Company via the internet on the Website. It is understood, acknowledged and agreed that the sale is concluded in Republic of Cyprus and thus, the contract arising from the Customer's on-line booking is between the Customer and the Company and is subject to the Laws of the Republic of Cyprus, irrespective of what currency the Customer has paid for his/her package holiday booking. By accessing and booking through the Website, the Customer consents and submits that the Courts of Nicosia, which will deal with any disputes which may arise between the Customer and the Company, and that law of the Republic of Cyprus shall be the applicable law.

## 3. CONTRACT

3.1 The Carrier's Conditions of Carriage are expressly incorporated into this contract between the Customer and the Company. The Customer should also read these carefully. The Carrier's Conditions of Carriage are available upon request or these can be downloaded from <http://www.celestialcruises.com/gr/category/terms-and-conditions-of-carriage/index.html>. The Carrier's Conditions of Carriage are also printed in the Customer Ticket.

3.2 The Carrier's liability for death and/or personal injury and damage to/loss of luggage to a Customer while on a cruise shall be governed by the Convention relating to the Carriage of Passengers and their Luggage by Sea, adopted at Athens on 13th day of December 1974 and the Protocol thereto adopted as of November 1976 (hereinafter referred to as the "Athens Convention") or where applicable from 1st January 2013 EU Regulation 392/2009. Liability for loss of or damage to property pursuant to the Athens Convention and EU Regulation 392/2009 is limited.

3.3 Acceptance of bookings will depend on the availability of places and is understood to be finalised, with the consequent conclusion of the contract, only when confirmation is sent out by the Company upon receipt of payment of the purchase price by the Customer.

3.4 Promotional offers or those that otherwise provide particularly favourable conditions published on the Website are subject to limits of time and availability, according to criteria set by the Company at any time and at its absolute discretion. They may also be subject to specific terms and conditions. Please check at the time of booking.

3.5 In the case of a single reservation made for several persons listed in the reservation, the person making the booking guarantees that they have the necessary authority and consent on behalf of the other persons in the reservation and also guarantees the fulfilment of all contractual obligations by all the persons, in the reservation.

3.6 The Company does not accept bookings from minors (person under the age of 18). Bookings for minors must be made by their legal guardians and/or parents and shall be accepted only if the minor travels with at least one of his/her parents or legal guardian or another adult person who undertakes all responsibility for the minor. When a booking includes minors or persons under a disability who are not travelling with their parent or legal guardian then carriage is subject to the Consent and Release Form as well as an Escorts Declaration Form that can be downloaded from [www.celestialcruises.com](http://www.celestialcruises.com) being completed and signed at the time of booking and before boarding the vessel accepting responsibility for the minor(s). If the Customer booking includes minors or persons under a disability who are not travelling with their parent or legal guardian, the Customer must download and complete the relevant forms and send them by email to [info@celestialcruises.com](mailto:info@celestialcruises.com)

3.7 The Company reserves the right to offer alternative or supplemental terms to these Terms for particular categories of contract (such as groups or incentive tours). The particular terms agreed in each individual case

("Additional Terms") will apply to the contract concluded in addition to these Terms. In the event of any conflict or ambiguity between the Additional Terms and these Terms, the provisions of the Additional Terms (where applicable) shall prevail.

#### **4. PRICE AND PAYMENT**

4.1 Prices are on an all-inclusive basis and charged per person and include any charges expressly stated on the Website and the booking form (whether online or any other form) signed by the Customer. Prices can go up and down, please check at the time of booking what the most up to date price of your holiday or trip is.

4.2 The cruise price means the amount paid for the cruise which includes the services and facilities set out in the Website/ or provided to you in writing and any further matters specifically agreed at the time of booking (including accommodation, meals, drinks, entertainment (all of which are offered onboard the vessel performing the cruise), shore excursions, port charges and service charges). The Cruise Price does not include incidental surcharges, such as increase of prices due to cost of fuel or other power sources, exchange rate fluctuations, additional port taxes and services, government taxes, VAT ("Surcharge"). The Company reserves the right to impose any of these surcharges and no right of cancellation shall be implied, provided the Company has notified the Customer at least 20 days before the start of the package. If the Surcharge is higher than 8% of the total invoice amount the Customer will be entitled to cancel the cruise with a full refund of all the money paid or transfer the cruise to a different date within the next 12 months with no amendment charge. The Customer must exercise this option in writing 14 days from the date the imposition of the Surcharge is communicated to the Customer. Failure to do so will be taken by the Company that the Customer accepts the change in price. The Company shall refund the Customer within 14 days from the time the contract is terminated. If the Customer does not wish to cancel the booking, the Customer can accept the proposed price change.

4.3 Any services and facilities in respect of hotel accommodation, airline tickets and ground transportation are optional and can be purchased either as part of the all-inclusive cruise package or separately and do not form part of this contract, if purchased for the purpose of a different holiday or trip. If they are purchased separately and do not form part of the Customer's package holiday then the Customer's booking in relation to these separate travel services will be subject to the terms and conditions of the individual travel service providers.

4.4 A single person supplement shall be payable, if following withdrawal or cancellation by other Customer or Customers in the booking, the Customer is left as the sole occupant of a cabin, unless the Customer(s) left on the booking has been charged with 100% cancellation fee.

**4.5 Customer requests a booking when the Customer makes a reservation on the Website by completing the electronic booking form and pays \$300 deposit of the total amount of the fare (the "Deposit") by submitting the Customer credit card details and authorizing payment from the Customer credit card and clicking the box marked "ACCEPT". By doing this the Customer warrants that the Customer has read and understood the information and the terms and conditions displayed on the Website and accept that the Customer's contract (including every person appearing on the booking) is governed by these booking Terms and Conditions and the Carrier's Conditions of Carriage. The Customer will be deemed to accept the booking on behalf of himself/herself and the persons whose names appear on the electronic booking form. The Contract is concluded once the Deposit is received and accepted by the Company. The Contract is evidenced by the invoice confirming the cruise booked. The Company will then provide the Customer with a booking reference number. The balance of the full holiday price is then payable to the Company not less than 30 days prior to sailing or if it is a late booking, full payment must be made immediately after the booking is confirmed. Payment can be made through the Website using the**

**booking reference number provided to the Customer to access the booking and effect payment in the same way as payment of the Deposit was made or by sending the Customer credit card details and authorizing payment from the Customer credit card for the remaining amount via email to [info@celestyalcruises.com](mailto:info@celestyalcruises.com) (quoting always the Customer booking reference number). No Customer will be allowed to embark the vessel unless the price for the cruise and any other services/product reserved at the time of booking have been paid in full in accordance with these Terms and Conditions.**

4.6 In the event that a cruise price listed and/or quoted and/or advertised through the Website or Company's sale person or travel agent or any other source is booked and is incorrect due to a human error, typographical error or technical error, the Company reserves the right to correct the erroneous error and request by the Customer to pay the correct amount or cancel upon the Customer's written instructions the booking and make a full refund of the price already paid by the Customer. Under no circumstances shall the Company be liable in any manner whatsoever, including without limitation to honor any such booking resulting from the error.

**4.7 Customer's booking will be charged in the following currencies, according to Customer's country of origin:**

**COUNTRY CURRENCY**

**All EU members (except UK) Euro (EUR / €)**

**United Kingdom British pound (GBP / £)**

**All other countries US Dollar (USD / \$)**

4.8 The Customer shall be at all times be liable for any price due under the booking, including without limitation in the event the travel agent utilized by the Customer in order to book a cruise with the Company has failed to remit to the Company any monies paid by the Customer for such booking. Further, any refund made by the Company to the agent of the Customer shall be deemed payment to the Customer, regardless whether the agent actually delivered the monies of the refund to the Customer.

## **5. INDEPENDENT CONTRACTORS: HOTEL ACCOMMODATION, AIRLINE TICKETS, GROUND TRANSPORTATION**

5.1 Hotel accommodation, airline tickets, ground transportation are provided by independent contractors, namely local suppliers who will be subject to local laws, rules, regulations and standards which will form the basis upon which to assess the performance of such services. Where such services are included in the booking, the package shall be regarded as having been performed if local laws and regulations have been complied with. Such independent contractors do not at any time act as agent or representatives of the Company.

5.1.2 The Company does not own or control any such independent contractors, makes no representation of any kind as to their performance and/or their suitability and does not undertake to supervise their activities. The Company acts as an intermediary for such products and services not directly provided by it and not forming part of the Customers package holiday. Any Customer purchasing or using such services or activities shall be entering directly into a contract with the independent contractor and shall be deemed to agree and consent that any liability for any death, personal injury, illness, emotional distress, mental suffering or psychological injury to the customer or loss of or damage to property shall be the sole responsibility of the provider of such service or activity. The Company is not a party to the contractual relationship in relation to such products and services supplied by independent contractors and as such, shall not be or become liable or responsible in any way for any act or omission of any such provider pertaining to or arising from or in connection with such services or activities.

5.1.3 For all such services (hotel accommodation, airline tickets, ground transportation and shore excursions) booked, the independent contractor's terms and conditions relevant to the Customers booking will apply

(including without limitation relevant cancellation policies) in addition to these Terms, and these (where applicable) are expressly incorporated into the contract between the Customer and the Company.

5.1.4 Detailed terms and conditions applicable to the services described are available upon request.

## **5.2 SHORE EXCURSIONS**

5.2.1 The all-inclusive cruise package includes pre-determined shore excursions. No alternative shore excursions can be provided. The Company will exercise reasonable skill and care in the selection of a reputable Shore Excursion provider.

5.2.2 As regards the specific nature of some excursions, not all of these will be accessible to disabled Customers. Consequently, prior to booking the cruise, the Company recommends that Customers obtain information about the same through the Website or through its offices to find out whether the excursions they are interested in are accessible to disabled Customers. It is the Customer's responsibility after having obtained all necessary information by the Company as to the suitability of the shore excursion taking into account the Customer's needs to assess whether the shore excursions forming part of the all-inclusive cruise package are suitable for him/her or anyone travelling with them on holiday.

5.2.3 Please note that both itineraries and timelines of the shore excursions published on the Website and in any material distributed by the Company (including brochures) are intended to be purely indicative and maybe subject to changes. The itineraries and timetables of the shore excursions may also be subject to changes due to either unavoidable and extraordinary circumstances beyond the control of the Company or external factors, including without limitation weather conditions, and/or operational requirements of the service providers. The Company shall not be or become liable or responsible in any way for any alteration and/or cancellation in respect of the shore excursions.

5.2.4 Customers can have the option to purchase additional shore excursion online through the Website or onboard the vessels performing the cruise.

5.2.5 Detailed terms and conditions applicable to the shore excursions are available upon request or these can be found at [www.celestialcruises.com](http://www.celestialcruises.com). The SHORE EXCURSION TERMS AND CONDITIONS are expressly incorporated into the contract between the Customer and the Company under these booking terms and conditions.

## **6. ALTERATION BY THE CUSTOMER**

Altering a booking after confirmation is generally not permitted except in special circumstances and subject to the Company's absolute discretion. Such changes must be notified in writing immediately and an administration charge may be made.

## **7. TRANSFER BY THE CUSTOMER**

The Customer may transfer the Customer's holiday contract to another person who can comply with all the terms of the contract, provided the Company is given 7 days' notice in writing before the start of the holiday. Where the Company agrees to the transfer, both the original Customer and the substituted Customer shall be jointly and severally liable for the payment of any balance due and for any reasonable additional fees, charges or other costs arising from the transfer.

## **8. CANCELLATION BY THE CUSTOMER**

8.1 If for any reason the Customer wishes to cancel the cruise booked, the Customer must notify the Company in writing by recorded delivery at the address set out above or by email. Upon receipt of the Customer's instructions, the Company shall issue a cancellation invoice and return any money due to the Customer.

8.2 The following charges will apply:

Cancellation fees for individual bookings (cancellation policy applies on the cruise only):

70 days or more prior to sailing: Loss of Deposit

69 - 30 days: 50% of the total fare

29 days or less: 100% of fare. No refund except for port and service charges

The above charges are upon the full fare of your package holiday. Any charges for additional travel services products and/or services not forming part of your all-inclusive package shall be fully refunded at the time of cancellation prior to sailing.

8.3 The Customer has the right to cancel the holiday contract before the start of the holiday without paying any cancellation fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the holiday, In such circumstances the Customer shall be entitled to a full refund or any payments made for the holiday, but shall not be entitled to additional compensation.

## **9. ALTERATION/CANCELLATION BY THE COMPANY**

9.1 Cruises on the Website are planned several months in advance and despite efforts to keep to what is advertised it is sometimes necessary to make changes. The Company reserves the right at any time to alter or cancel any element of the cruise if the Master or the Carrier considers that such alteration or termination is for any reason whatsoever necessary for the good management of the vessel or the Carrier, or for reasons of unavoidable and extraordinary circumstances which shall include, without limitation, bad weather conditions, war or threat of war, riots, civil commotions, disasters, acts of God, actual or threatened terrorist activities, natural and nuclear disasters, fire, closure of ports, actual or threatened strikes or any industrial action, or any other event whatsoever outside the control of the Company. The Company shall not be liable for alteration or cancellation as a result of such events which are (i) attributable to a third party unconnected with the provision of the cruise or (ii) which are unforeseen or unavoidable or (iii) are due to unusual and unforeseen circumstances beyond the control of the Company, which could not have been avoided with due care or the Company could not have foreseen or forestalled.

9.2 The Company may cancel the Customers holiday contract and give a full refund to the Customers for any payments made for the holiday, without paying any additional compensation if the number of Customers booked do not meet the minimum numbers required for the cruise to depart on its itinerary and the Company notifies the Customers of the cancellation of the holiday contract no later than :-

- (i) 20 days before the start of the holiday in the case of trips lasting more than 6 days
- (ii) 7 days before the start of the holiday in the case of trips lasting between 2 and 6 days
- (iii) 48 hours before the start of the holiday in the case of trips lasting less than 2 days

9.3 Where the Company is constrained before the departure to alter significantly an essential term of the contract including the price or cancellation is made prior to sailing, the Company will notify the Customer as soon as possible and give the Customer the following options:

- (i) A full refund or any monies paid; or
- (ii) An alternative cruise of the same or greater value at no extra cost; or
- (iii) An alternative cruise of a lower value with a refund of the difference.

On receipt of these options the Customer must notify the Company as soon as possible of the Customer's choice. An alternative cruise may be taken at any time within 12 months of the cancelled cruise. The Company shall refund the Customer within 14 days from the time the contract is at an end.

9.4 The Company accepts responsibility for providing all the elements of the advertised cruise but if it fails to provide what has been booked, the Customer must inform the Company or its representative without undue delay if the Customer considers that any of the services under the cruise holiday contract has not been performed in accordance with the terms of the contract. Failure by the Customer to notify the Company or its representative may be taken into account when determining any price reduction or compensation for damages where such notice would have avoided or reduced the damage.

9.5 The Company shall remedy any lack of performance of the services under the cruise holiday contract raised by the Customer unless:

- (i) It is impossible to do so, or
- (ii) Will incur disproportionate costs, taking into account the extent of the any lack of performance and the value of the contractual service affected.

9.6 If after sailing a significant proportion of the cruise cannot be provided, the Company shall offer at no extra cost to the Customer, suitable alternative arrangements, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the cruise and compensate the Customer for any difference in price.

If it is not possible to provide a suitable alternative or the Customer reject any alternatives, provided the Customer's rejection is reasonable, the Company will provide the Customer with equivalent transport back to the place where the cruise commenced or another place which the Customer agree to and where appropriate, offer the Customer compensation.

9.7 The Customer shall not be entitled to compensation if the Company proves that the lack of performance of the contract is attributable to the Customer, attributable to a third party unconnected with the provision of the travel services included in the holiday contract and is unforeseeable or unavoidable; or due to unavoidable and extraordinary circumstances.

9.8 The following are examples of significant alterations: an increase in the price of more than 8% and any alteration of elements that are fundamental to the enjoyment of the holiday when considered as a whole. In relation to this clause the following are not considered as significant alterations: (i) change of airline carriers, flight timetables and itineraries, provided the departure and arrival dates remain unchanged and the Customer may embark and disembark the vessel as scheduled; (ii) the substitution of the vessel; (iii) the modification of the itinerary of the cruise; (iv) a change of cabin or a change in hotel accommodation, providing that the cabin and/or hotel are in the same or higher category; (vi) changes to the programme of shows and other forms of entertainment on board the vessel.

9.9 If it is necessary for technical, operative or other good reason, the cruise operator and/or the Company may substitute the vessel with another vessel with similar characteristics. The exercise of this right is not a significant alteration as referred to in this clause.

9.10 The Carrier, and, on behalf of the same, the Captain of the vessel, may also modify the itinerary of the cruise for reasons of unavoidable and extraordinary circumstances, or for reasons of the safety of the vessel or of navigation. The exercise of this right is not a significant alteration as referred to in this clause.



9.11 The list of examples given above which are not considered to be significant alterations of the Customers booking is not exhaustive and does not preclude the Company from treating other events as not being significant alterations.

## **10. TRAVEL INSURANCE**

10.1 The Customer must ensure that the Customer have appropriate travel insurance for the entire duration of the Customer's holiday to cover the Customer for cancellation including cancellation of the contract by the Customer cost of assistance, illness, death or personal injury, medical treatment, damage to and/or loss of luggage, repatriation.

## **11. LIABILITY**

11.1 The Company accepts responsibility for providing all the elements of the advertised cruise but if it fail to provide what has been booked the Company is not liable if the reason is due to:

- (i) The Customer's fault or the fault of anyone named on the booking;
- (ii) the fault of a third party unconnected with this contract and is unforeseeable and unavoidable;
- (iii) unavoidable and extraordinary circumstances;

11.2 The Company's liability is limited to and shall not under any circumstances exceed that of the Carrier under its Terms and Conditions of Carriage.

11.3 The limits of liability and the time for bringing claims pursuant to the Athens Convention are expressly incorporated into these Booking Conditions for the purpose of limiting the amount of Compensation payable by the Company.

11.4 The Athens Convention is an international Convention which governs the carriage of Customers and their luggage by sea as between a Carrier and the Customer. Under the Athens Convention liability for personal injury/death is limited. The Company's liability is limited to 46,666 SDR's (Special Drawing Rights) under the Athens Convention where applicable from 1 January, 2013 and/or to 400,000 SDR's per Customer per incident based on the EU Regulation 392/2009 where applicable. The Company's liability for loss of or damage to luggage is also limited and the Athens Convention and/or EU Regulation 392/2009 is limited to the amounts specified therein which makes special provision for valuables and specifies the time limits in which to bring a claim. The Athens Convention presumes that luggage has been delivered undamaged to the Customer unless written notice is given: (a) in the case of apparent damage, before or at the time of disembarkation or redelivery; (b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place. The Customer are precluded from making a double recovery against the Company for any death or personal injury, loss or damage to luggage sustained during the cruise for which a claim has already been brought against another party, including, without limitation, the Carrier.

For claims for missing or damaged baggage the Customer must follow the rules on the back of their ticket or contained within the Carrier's conditions of carriage. Please note, time limits apply within which to notify the Company or the Carrier and make a claim. The Company will not accept liability for high-value items which the Customer should insure for the appropriate amount. If there are no applicable limits for luggage then the Company's liability will be limited to 600 Euro per person.

11.5 In so far as the Company or the Carrier may be liable to a Customer in respect of claims arising out of carriage by sea, the Company and or the Carrier shall be entitled to all the rights, defence, immunities and

limitations available, respectively, to the actual carrier and under the relevant Conventions, and nothing in this Agreement shall be deemed as a surrender thereof. To the extent that any provision in this Agreement is made null and void by the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further.

11.6 Notwithstanding anything to the contrary elsewhere in this Agreement, the Company shall not in any circumstances be liable to Customers or anyone in their party 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. For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability the Company may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Customer paid for the Contract not including insurance premiums and administration charges. Where this relates to loss of and/or damage to luggage and/or other personal possessions then the Company's liability will not exceed 600 Euro. The Company will not at any time be liable for any loss of or damage to valuables of any nature. The use of safes on board is not a deposit with the vessel under the Convention or the Regulation.

If any international convention applies to or governs any of the services or facilities included in the Customers Booking arranged or provided by the Company, or provided by any of the Company's suppliers, and the Customer makes a claim against the Company of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, the Company's liability to pay the Customer or any member of the Customer's Booking Group compensation and/or the amount (if any) of compensation payable to the Customer or any member of the Customer's Booking Group by the Company will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include in respect of carriage by sea the PLR and where applicable, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. The Company will provide the Customer with copies of the relevant conventions if the Customer asks the Company. This means that the Company will be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to the Customers Booking and are incorporated by reference into these booking terms and conditions.

## **12. Health**

12.1 The Customer warrants that he/she and all travelling on the booking are fit to travel. Any Customer with any medical condition that may affect fitness to travel must submit a physician's certificate prior to booking.

12.2 The Company, the local Port Authorities and/or the Carrier shall be entitled to administer a Public Health Questionnaire on their own behalf at any time. The Customer shall supply accurate information regarding any symptoms of illness including but not limited to gastrointestinal illness. In relation to travel by sea and/or by air, the Carrier may deny boarding to any Customer that it considers in its sole discretion to have symptoms of any viral or bacterial illness including but not limited to Norovirus. Refusal by a Customer to complete the relevant questionnaire may result in denied boarding.

12.3 Carriers by sea may refuse travel to any Customer that they consider is unfit for travel, or likely to endanger health or safety or likely to be refused permission to land at any port or render the Carrier liable for maintenance of Port or repatriation. These matters are set out more fully in the Carrier's Conditions of Carriage.

12.4 Carriers by sea may require the Customer to remain in his or her cabin for reasons of health and safety.

12.5 Since the cruise vessels on which holidays are offered are not equipped for assistance during pregnancy or childbirth, bookings cannot be accepted from Customers who, at the scheduled date of departure, have entered the 24th week of pregnancy unless a medical certificate of fitness to travel is provided. The Customer's attention is drawn to the section headed "Medical treatment" below and to the Terms and Conditions of Carriage of the Carrier. The Company is not liable and takes no responsibility if the vessel and or the doctor are unable to provide necessary treatment. The doctor on board is not qualified to deliver babies or give pre or post-natal treatment.

### **13. DISABILITY AND SPECIAL REQUIREMENTS**

13.1 The Customer is asked to provide full details at the time of booking if the Customer or any Customer travelling in the Customer's booking has reduced mobility in order that the Company can consider whether the cruise holiday is generally suitable for persons with reduced mobility. The Customer are asked to provide full details at the time of booking if the Customer or any Customer travelling in the Customer's booking is unwell, infirm, Disabled or has Reduced Mobility, if the Customer/or any person travelling in the Customer booking have any special seating requirements and/or if the Customer/or any person travelling in the Customer's booking need to bring any medical equipment on board. It is the Customer's responsibility to notify the Company prior to booking if the Customer or any person in the Customer's booking need to have medical equipment on board so that the Company can ensure that the medical equipment can be carried and/or carried safely.

The Customer are asked to provide full details at the time of booking if the Customer/or any person travelling in the Customer's booking needs to bring a recognised assistance dog on board the vessel. Please note that assistance dogs are subject to national regulations.

Where the Company considers for the safety and comfort of the Customer or any person travelling in the Customer's booking that it is strictly necessary it may require a Disabled Person or Persons with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Company assessing the Customer or any person travelling in the Customer booking on the grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary.

13.2 If The Customer or any person travelling in the Customer's booking have any particular conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organized by the Customer and at the Customer's expense. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of care for physical or psychiatric or other conditions.

13.3 If after careful assessing the Customer or any person travelling in the Customer's booking their specific needs and requirements, the Company concludes that the Customer or that person cannot be carried safely and in accordance with applicable safety requirements then the Company can refuse to accept a booking or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety.

13.3 The Company reserves the right to refuse to carry the Customer or any person travelling who has failed to adequately notify the Company of any Disabilities or needs for assistance in order for the Company to make an informed assessment that The Customer can be carried in a safe or operationally feasible manner on the grounds of safety. If the Customer or the person travelling in the Customer's booking do not agree with a decision of the Company, then the Customer/they must provide a complaint in writing with all supporting evidence to the Company and the matter will be considered by a Senior Manager.

13.4 The Company reserves the right to refuse to carry the Customer or any person travelling in the Customer's

booking who in the opinion of the Company and/or the Carrier is unfit for travel or whose condition may constitute a danger to themselves or others on the Cruise on the grounds of safety.

For the Customer's safety and comfort, if the Customer or any person in the Customer's booking become aware between the date of booking the Package and the date of commencement of the Package that the Customer or they will require special care or assistance as detailed above then the Customer/they are asked to inform the Company immediately so that Company can make an informed assessment whether or not the Customer or any person travelling in the Customer's booking requiring such special care or assistance can be carried in a safe or operationally feasible manner.

13.5 The vessels may have a limited number of cabins suitable for mobility reduced persons or disabled persons. Not all areas of the vessels are accessible to disabled persons and/or specifically equipped to offer disabled access. Therefore, all bookings for disabled persons are subject to the availability of suitable accommodation and, if appropriate, subject to the presence of an attendant/companion who is able to assist the disabled person. Those Customers confined to wheelchairs must furnish their own standard size wheelchair. The Company accepts no obligation to arrange alternative activities on board or on land for disabled Customers, or any responsibility for the partial or total inability of any disabled Customer to take advantage of advertised services or activities during the Holiday.

13.6 The Company will do its best to meet Customers' special needs or requirements, medical, dietary or otherwise but such requests do not form part of the contract and therefore the Company cannot be liable for not providing these.

## **14 MEDICAL TREATMENT**

14.1 The Customer must ensure that the Customer have a fully comprehensive travel health insurance policy covering medical treatment and repatriation. Customers with medical history or problems are advised to seek advice from their doctor before travelling.

14.2 Whilst medical facilities are provided on board cruise vessels, the Customer must take into account that the ship's doctor is not a specialist and the ship's medical centre is not required to and is not equipped to the same standards as a land-based hospital but to provide general medical care. Vessels carry medical supplies and equipment in accordance with flag state requirements. Thus, neither the Company nor the Carrier or the doctor shall be liable to the Customer as a result of any inability to treat any medical condition on board. The Customer acknowledges that whilst there is a qualified doctor onboard it is the Customer's obligation or responsibility to seek medical assistance if necessary during the cruise.

14.3 Before departure, Customers should seek appropriate advice regarding vaccines or other medicines, or precautions required for the countries they are going to visit. The Customers must have with them all relevant vaccine certificates.

14.4 In the event of illness or accident Customers may have to be landed ashore by the Carrier and/or Master for medical treatment. Neither the Company nor the Carrier makes any representations regarding the quality of medical treatment at any port of call or at the place at which the Customer is landed. The Company and the Carrier do not accept any responsibility whatsoever in relation to medical facilities provided ashore.

14.5 Medical facilities and standards vary from port to port. The Company and the Carrier make no representations or warranties in relation to the standard of medical treatment ashore.

## **15. CUSTOMER DUTIES**

15.1 Customers' behaviour must not compromise the safety, peace and enjoyment of the cruise by the other Customers. Customers must act prudently and follow all instructions issued by the Company and/or Carrier and comply with any administrative or statutory regulations that apply during their holiday.

15.2 Customers must not bring live animals, firearms and ammunition, explosives, or inflammable, toxic or dangerous substances on board any vessel.

15.3 Customers shall be liable for any damage suffered by the Company and/or Carrier and/or any supplier of any service that forms part of the Holiday as a result of the Customer's failure to comply with this clause. In particular, the Customer shall be liable for all damage caused to the vessel or to its furnishings and equipment, for injury or loss to other Customers and third parties, and also for all penalties, fines and expenses attributable to the Customer that the Company, the Carrier or supplier may be liable to pay to the port, customs, health or other authorities of any country whatsoever.

15.4 The Customer must provide the Company with all documents and information in his/her possession that may be needed by the Company to exercise a right of subrogation for the Customer towards third parties that may be liable for any loss suffered by the Customer. The Customer is liable to the Company for any prejudice to the right of subrogation caused by failure to comply fully with this clause.

15.5 Customers must provide the Company with all information it requests to allow it or any suppliers of services that make up the Holiday to fulfill their obligations relating to security.

## **16. TRAVEL DOCUMENTS**

16.1 It is the Customer obligation to have a valid passport, visas, medical cards and any other documents necessary for the scheduled ports of call and disembarkation. Some countries outside of the EU require a passport to have a certain period of validity left on it, such as 6 months, or blank pages Proper and valid and in full force travel documentation and eligibility to travel is required at the time of embarkation and throughout the cruise. It is the Customer's sole responsibility to ensure his/her eligibility to travel and that he/she has all the necessary and valid travel documents to be able to travel and conclude the cruise booked. If the Customer fails to obtain all necessary and valid documents, embarkation onboard the vessel shall not be permitted and full cancellation fees shall be charged and the Customer will not be entitled to any refund of the cruise rate whatsoever. Customers are advised to check with their travel agent or the appropriate governmental authority in the Customer's country, in order to obtain information on any required visa and any other documents that they may require for their holiday or trip. Customers should fully inform the said authorities in detail in respect of the countries that the Customer shall visit to check whether the Customer will require a visa or if they would need to comply with certain health formalities.

16.2 Under no circumstances shall the Company be responsible in any manner whatsoever, including for any costs, damages etc suffered by the Customer as a result of denial of boarding or even denial of disembarkation by the relevant authorities due to Customer's failure to comply with the requirements under clause 16.1. If the Company and/ or the Carrier has to pay a fine in this connection the Customer will be required to reimburse them.

## **17. COMPLAINTS**

Subject to clause 9.2 above any complaints must be made in writing to the Company and sent to 11 Lemesou Avenue, 2112, Nicosia, Cyprus.

## **18. JURISDICTION**

18.1 Any action, suit or proceedings against the Company or its employees (excluding any action under the Athens Convention which may be brought in any of the courts specified in Article 17 of the Athens Convention) shall, unless the Company expressly agrees otherwise in writing, be brought in the Courts of Nicosia, Cyprus.

18.2 Other than in respect of death and personal injury, every claim must be notified to the Company in writing within 6 months from the date on which the claim arose, and any action (not subject to the Athens Convention) must be commenced within one year from that date, failing which the Company shall be under no liability to the Customer whatsoever.

## **19. THE CUSTOMER'S FINANCIAL PROTECTION**

### **19.1 CRUISES**

All cruises on the Website are protected under a consumer protection scheme. In the unlikely event of the Company's insolvency, appropriate measures shall be taken to refund any money the Customer has paid to the Company.

### **19.2 FLIGHTS**

All flights are subject to the airline carrier's terms and conditions of carriage; The airline carriers flight timings and routes shown online at the time of making the Customers Booking and/or subsequently detailed on the Customers Confirmation Invoice are provided to the Company by its suppliers and so are not final and are for guidance only and are subject to alteration and confirmation. In some cases, the identity of the airline carrier, flight timings and/or routes may not be available but will notify the Customer when the Company receives that information.

The Customer will receive confirmation of the airline carrier(s), flight timings and routes with the Customers travel documents, which will be sent out approximately 14 days before departure. The Customer must check the tickets carefully on receipt to ensure that the Customer have the correct flight times and carrier details. If flight times change after tickets have been despatched, the Company will contact the Customer as soon as practicable. Any change in the identity of the Carrier(s) and/or flight timings will not entitle the Customer to cancel or change other arrangements. It is the Customers responsibility to ensure the arrival of all members of the Customer's Booking Group at the airport in sufficient time to check in and board the relevant flight(s). Air Passenger Duty is payable by all passengers departing from UK airports and is included in the price of each seat. In order to qualify for infant status, a child must be under 2 years of age on the day of its return flight. Please note that a 'community list' exists (available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)) which details air Carriers that are subject to an operating ban with the EU Community. The Company is not the air Carrier or an operating air Carrier for the purposes of the Civil Aviation (Denied Boarding, Compensation and Assistance) Regulations 2005 (the "2005 Regulations"). Under the 2005 Regulations the air Carrier and/or operating air Carrier has the obligation to compensate passengers and all claims relating to cancellation, delay or denied boarding in respect of any flight must therefore be made to the relevant air Carrier.

Many of the flights and flight-inclusive holidays on this website are financially protected by the Company's financial protection insurance scheme. But such financial protection does not apply to all holiday and travel services listed on this website.

The Company will confirm what protection may apply to the Customers booking.

## **20. DATA PROTECTION OF DATA SUBJECT**

20.1 In order to process the Customers booking and to ensure that the Customers travel arrangements run smoothly and that the Company comply with its legal obligations to perform its holiday contract with the Customers the Company requires the Customer to provide personal data relating to all persons travelling on the booking, including children (data subjects). The Company shall collect such personal data in accordance with its privacy and data protection policies [this can be found at [www.celestialcruises.com](http://www.celestialcruises.com)] in accordance with relevant data protection laws including Regulation (EU) 2016/679 which applies from 25 May 2018.

20.2 Personal data means any data relating to the data subject, such as name, e-mail, postal address, date of birth, nationality, passport or ID number, bank or credit card details, biometric data for the purpose of uniquely identifying the Customers, data concerning health for the purposes of monitoring and alert purposes, the prevention or control of communicable diseases and other serious threats to health, including any special needs/dietary requirements, name and communication details of a person to contact in case of an emergency. Sensitive data includes racial or ethnic origin and religious beliefs.

20.3 In accordance with its policies the Company shall only seek such personal data as is necessary to comply with its legal obligations (for example immigration and governmental requests) or to perform its contract with the Customers safely which includes information relating to medical conditions, reduced mobility or any disability which may be relevant to providing appropriate facilities and or assistance or assessing whether the holiday or any element provided is safe and suitable. Such personal data the Customers shall provide to the Company may be stored, used, disclosed by transmission or otherwise made available to other suppliers or third parties in order to enable the Company to perform different parts of its contract with the Customers. The Company will only process any data about the Customers that is relevant and necessary and where the Company is required to pass the information on to the relevant suppliers of the Customers travel arrangements such as airlines, hotels, transport companies covering various components of the Customers holiday with the Company. The Customers personal data may be required and provided to security or credit checking companies, public authorities such as customs/immigration or as required by law.

20.4 The Company will take full responsibility for ensuring that proper security measures are in place to protect the Customers personal data, including the security measures of any company or person processing the Customers personal data on the Company's behalf. Additionally, where the Customers holiday is outside the European Union (EU), controls on data protection in the Customers destination may not be as strong as the legal requirements in the EU. However, the Company will only transfer the Customers personal data to a third country or an international organisation only if the third country or international organisation processing the Customers personal data has provided appropriate safeguards, and on condition that the Customers rights and legal remedies in respect of his/her data are available.

20.5 The Company will not pass any of the Customers personal/sensitive data onto any person who is not responsible for any part of the Customers travel arrangements and the request for the personal/sensitive data is not necessary for the performance of the Customers contract with the Company. The Company will retain the Customers personal data in its archived system for up to 7 years from the last use of such personal data to allow the Company to comply with its legal obligations relating to the bookings and for the additional purpose of defending any legal action brought against the Company in relation to the Customers contract with the Company. The Company will only keep the Customers personal data for as long as it is necessary or is required by law.

20.6 The Customer is entitled to seek access to personal data held by the Company in accordance with the Company's policies and to ask the Company to rectify any inaccurate personal data concerning the Customer or

to delete sensitive data subject to the policy and any legal basis on which the Company may object. **Customers may obtain a copy of the personal information held about himself/herself by contacting Celestyal Cruises Centre Limited in writing at 11 Lemesou Avenue, 2112 Nicosia, Cyprus**

20.7 It is the Customer's responsibility to make sure that information which we hold about the Customer is up to date and accurate. Failure to do so will be a breach of the Terms

## **21. IMPORTANT INFORMATION**

- Dress Code in the dining rooms: As most of the Customers like to dress up for dinner it is advisable for ladies to wear a dress or long slacks and long trousers with shirt or jacket for men. Please refrain from wearing shorts.
- Optional excursions, expenditures of a personal nature, snacks, medical expenses, port charges and other services are not included in the price of the cruise.
- Gratuities are charged directly on the Customer account. They are distributed equally among the crew and concern the services provided by the Customer cabin stewards, dining room staff and maître d'hôtel staff. We therefore recommend that the Customer do not offer any gratuities to individuals.
- For the comfort of all our guests, pipes and /or cigars are not to be smoked in cabins, waste convenience areas and public areas on board the ship, except on open decks. Cigarette smoking is allowed only in designated areas in our public rooms. The dining rooms have been declared as non-smoking areas.
- The currency on board is the Euro. Foreign exchange facilities are available at the Purser's office.
- Any complaints and/or claims must be reported to the reception on board and the relevant form must be filled in and signed by the Customers before disembarkation.
- Transportation of Passengers, luggage and effects is subject to all the terms and conditions of the Contract of Carriage (i.e. Passenger Ticket) issued by the Carrier and available for inspection together with the text of the Athens Convention The Customer by accepting and/or using and/or travelling under the terms and conditions of the Contract of Carriage accepts all conditions set out there in whether or not the Customer Ticket has been delivered to him or her or to a third party.

### **• Lost and Found**

Any item left by the passenger on board the vessel shall be retained by the Carrier for a period of 6 months after which the Company shall have the right to donate the item to a recognised charity.

**All persons booking a Cruise with the Company should be aware of the applicability of the Passenger's Bill of Rights, which are available on the Website.**

**22. USE OF THE WEBSITE- Please refer to the "Terms of Use"**

**23 Privacy Policy- Please refer to the "Privacy Policy"**



## **24. SEVERABILITY**

If at any time any one or more provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction such provision shall, as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof in that or any other jurisdiction and of such provision in any other jurisdiction.

## **25. PASSENGER BILL OF RIGHTS**

The Members of the Cruise Lines International Association are dedicated to the comfort and care of all Passengers on oceangoing cruises throughout the world. To fulfill this commitment, our Members have agreed to adopt the following set of Passenger rights:

25.1 The right to disembark a docked ship if essential provisions such as food, water, restroom facilities and access to medical care cannot adequately be provided onboard, subject only to the Master's concern for Passenger safety and security and customs and immigration requirements of the port.

25.2 The right to a full refund for a trip that is cancelled due to mechanical failures, or a partial refund for voyages that are terminated early due to those failures.

25.3 The right to have available on board ships operating beyond rivers or coastal waters full-time, professional emergency medical attention, as needed until shore side medical care becomes available.

25.4 The right to timely information updates as to any adjustments in the itinerary of the ship in the event of a mechanical failure or emergency, as well as timely updates of the status of efforts to address mechanical failures.

25.5 The right to a ship crew that is properly trained in emergency and evacuation procedures.

25.6 The right to an emergency power source in the case of a main generator failure.

25.7 The right to transportation to the ship's scheduled port of disembarkation or the Passenger's home city in the event a cruise is terminated early due to mechanical failures. \*

25.8 The right to lodging if disembarkation and an overnight stay in an unscheduled port are required when a cruise is terminated early due to mechanical failures.

25.9 The right to have included on each cruise line's website a toll-free phone line that can be used for questions or information concerning any aspect of shipboard operations. \*\*

25.10 The right to have this Cruise Industry Passenger Bill of Rights published on each line's website.

\* At Carrier's discretion

\*\* Where available and feasible for all countries in a region with access to the website.