

**RIVERSIDE LUXURY CRUISES LIMITED:
BOOKING CONDITIONS**

Your contract is with Riverside Luxury Cruises Limited, Chase Green House, 42 Chase Side, Enfield, Middlesex EN2 6NF, registered office address Nucleus House, 2 Lower Mortlake Road – Richmond, Surrey TW9 2JA – UK These Booking Conditions, our Privacy Policy, and where your holiday is booked via our website, our Website Terms of Use, together with any written information we brought to your attention before we confirmed your booking, set out the conditions of the contract between you and Riverside Luxury Cruises Limited and our contractual commitments to each other.

It is important that you read the following booking conditions carefully as they are the basis of your contract with Riverside Luxury Cruises Limited.

DEFINITIONS

- (a) References within the booking conditions to “Departure Dates” means the date the services we have agreed to provide commence.
- (b) The references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.
- (c) “We” “Us” and “Our” means Riverside Luxury Cruises Limited.
- (d) References to “arrangements”, “travel arrangements” or “holiday” mean the services we have agreed to provide you with under your booking with us.

1. YOUR HOLIDAY CONTRACT

- 1.1 When you make your booking you agree that you have read these Booking Conditions and have authority to accept and do accept them on behalf of yourself and each person named in your booking. The person making the booking (“the Party Leader”) must be at least 18 years of age and authorised to do so by all persons named in the booking and the parent or guardian of all party members under the age of 18 years, when the booking is made. The Party Leader on behalf of themselves and each member of the party consents to the use of information in accordance with our Privacy Policy, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements).
- 1.2 The Party Leader is responsible for making all payments due

to us under the booking. All party members named within the booking are jointly and severally liable for all payments due under the booking.

- 1.3 A booking is made with us when you pay a deposit (or full payment if you are booking within 90 days of departure) and we issue you with a booking confirmation. We reserve the right to return any deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent.
- 1.4 Once you have received your booking confirmation invoice, please check this carefully together with all your other documents we or your travel agent have sent to you. If any of the information contained within any of these documents is incorrect or incomplete, you must notify us immediately in writing as it may not be possible to make later changes to it. It may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).
- 1.5 When you book your holiday it may not be possible to confirm your precise air or rail arrangements. Your confirmation invoice and/or ATOL certificate will set out the arrangements reserved for you and/or any provisional reservations or those arrangements we plan to reserve for you. Some airlines charge for luggage separately and some flights may be indirect. Travel arrangements, including but not limited to schedule and routing, may also be subject to change by airlines and/or rail operators at any time and without notice. We can accept no liability for such changes.
- 1.6 We cannot confirm any specific airline or rail seat numbers and we reserve the right to make changes to your flight and/or rail times but will notify you of any such changes as soon as possible.
- 1.7 All guests under the age of 18 are to be in a suite with an adult and must remain supervised at all times; their safety is the responsibility of the accompanying adult(s). Children aged 0-2 at the time of embarkation may share a suite with two adults only in circumstances where the child is able to share the bed with the adults – no additional bed will be provided. Children 3-12 years old are not recommended on any programme. Please be aware that balcony suites of any kind may be unsafe for small children if left unsupervised. Riverside Luxury Cruises does not provide child-specific programmes or child-minding facilities.
- 1.8 Smoking is only permitted in the designated area on the ship’s Sun Deck or in the Connoisseur’s Club.

2. ACCURACY

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

3. INSURANCE

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4. SPECIAL REQUESTS

Any special requests must be advised to us at the time of booking e.g. special dietary request, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. We cannot guarantee that the request will be met and any failure to do so will not be a breach of contract on our part. We are unable to accept bookings which are conditional upon a special request being met and all bookings accepted by us, regardless of special requests made, will be treated as not being conditional on the provision of such.

5. DISABILITIES & MEDICAL PROBLEMS

5.1 We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. Please note that disabled facilities are not available on board or in many places visited on the cruises and land programmes we offer. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become

aware of these details.

- 5.2 Medical doctors are not available on our vessels. If medical services are required, efforts to contact local medical providers will be made. A participant requiring such assistance is solely responsible for all related charges. We will not be responsible or liable for sufficiency of our efforts to reach medical providers, nor for the availability, delay, quality or other aspect of any such services. Participants are encouraged at time of booking and well before departure, to review their health and medical conditions and insurance and consult their health care and insurance providers regarding needs and scope of coverage for any incident or need that may occur during travel, and to obtain supplemental health and medical insurance for the travel, as needed.
- 5.3 Due to medical safety guidelines, we are unable to accommodate passengers who will enter their 24th week of pregnancy by the time of the cruise.

6. HOLIDAY PRICE

- 6.1 We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays
- 6.2 When you make your booking you are required to pay a deposit of 10% per person within 72 hours of booking. The cost of air or rail travel will be advised to you at the time of booking and is payable in full at time of deposit. Any airfare, rail fare and/or costs associated with booking such items incurred and not recovered by Riverside is non-refundable. Optional add-ons and custom arrangements may also require additional non-refundable deposits, as advised at the time of booking.
- 6.3 The balance of the price of your holiday must be paid by the date shown in your booking confirmation invoice. This would usually be 90 days before the commencement of Riverside services. For bookings made within the balance due date, the total price of your holiday is payable at the time of booking. If the deposit and/or the balance is not paid in time, we reserve the right to cancel your travel arrangements, subject to fees as outlined in our cancellation terms (Clause 8). Any monies paid to any travel agent in relation to your booking are held by the travel agent on our behalf at all times.
- 6.4 In the case of promotional flight offers and/or pre-guaranteed flight prices (Riverside "Fly Cruise Packages"), flights may be ticketed and schedules confirmed at any time, at the discretion of Riverside. Fly Cruise Packages and promotional flight offers are intended to provide the guest with a reasonable and practicable flight schedule that connects the customer with their cruise itinerary. This may not necessarily match the customers' preferred flight schedule.
- 6.5 Not included in the price of your holiday is travel insurance, additional baggage charges and any food or drink or

additional excursions or activities which are not confirmed as being part of your holiday arrangements. Additionally, any items or services purchased on board are not included in the cost of your holiday unless specifically stated.

- 6.6 We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:
- The price of transportation resulting from the cost of fuel or other power sources;
 - The level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
 - The exchange rates relevant to your package.
- 6.7 We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that. You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.
- 6.8 Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you, less an administrative fee of £10. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.
- 6.9 There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

7. IF YOU CHANGE YOUR BOOKING

- 7.1 If, after we have issued a booking confirmation invoice to you, you wish to change your travel arrangements, we will do our best to make these changes, although it may not always be possible to do so. Your request to change your booking must be made in writing by the Party Leader. Where we can

meet a request, there will be no charge for the first change but all subsequent changes are subject to an administration charge of £25 per person, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you.

- 7.2 If you or any member of your party is prevented from travelling, that person may transfer their place to someone else subject to the following conditions:
- a) That person is introduced by you and satisfies each and all of the conditions applicable to the booked holiday;
 - b) We are notified in writing of the request for transfer not later than 30 days before departure;
 - c) You pay the outstanding balance payment, as well as any additional fees, charges and other costs arising from the transfer;
 - d) The transferee agrees to these booking conditions, and all of the terms of the Contract between us;
 - e) Charges amounting to the full cost of any transferred flight and a replacement flight will be imposed in the event of any transfer.
- 7.3 You and the transferee will remain jointly and severally liable for the payment of all sums. If you are unable to find a replacement, the cancellation charges set out in clause 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given to passengers not travelling or for any unused service.
- 7.4 Any discount you received when you made your original booking may be altered or reduced when changes are made if this discount had subsequently been altered, reduced or withdrawn.
- 7.5 If you have paid accommodation supplements and the number of people in your accommodation changes you may have to pay extra.
- 7.6 Any changes to your departure date, airport, transportation, destination, accommodation or length of travel must apply to all members of your booking.
- 7.7 Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.
- 7.8 If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

8. IF YOU CANCEL YOUR BOOKING

- 8.1 If you, or any member of your party, cancel your travel arrangements at any time, written notification from the person who made the booking must be received by us at our registered office or to email at: reservations@riversidecruises.com.
- 8.2 Cancellation notifications must clearly and correctly state each guest's name, ship name, start and end date of the cruise and a brief statement of the reason for cancellation.
- 8.3 Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable by you. The cancellation charge is a percentage calculated on basis of the total costs payable by the person cancelling not refundable in the event of cancellation.

DAYS PRIOR TO DEPARTURE	CRUISE & LAND CANCELLATION CHARGES	FLIGHT & RAIL CANCELLATION CHARGES
More than 331	0%	100%
331 - 91	10%	100%
90 - 30	40%	100%
29 - 14	75%	100%
13 - 0	90%	100%

- 8.4 Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.
- 8.5 Changing your sailing date, the substitution of a participant (outside of the terms shown in Clause 7) or a reduction in the number of guests in a stateroom are treated as a cancellation to which all applicable cancellation charges apply. Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.
- 8.6 Cancellation by You due to Unavoidable & Extraordinary Circumstances: You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather

conditions which make it impossible to travel safely to the travel destination.

- 8.7 In these circumstances, our standard policy is that the right to cancel may not be exercised more than 30 days prior to your booked holiday commencing.
- 8.8 This clause 8 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9. IF WE CHANGE OR CANCEL YOUR BOOKING

- 9.1 Once your booking has been confirmed we will make every effort to provide you with the booked holiday arrangements. Occasionally, it may be necessary to amend or cancel whole or part of your holiday. We will notify you or your travel agent of any alteration or cancellation as soon as we reasonably can.
- 9.2 Independent travel arrangements (e.g. flights, airport parking, car hire, etc.) that you may arrange separately do not form part of our contract with you. Should we need to make changes to your travel arrangements, we will not be liable for any amendment or cancellation charges incurred by you in respect of any such independent travel arrangements, nor any other independent purchases made in relation to your holiday.
- 9.3 If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.
- 9.4 Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:
- (a) A change of accommodation area for the whole or a significant part of your time away.
 - (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
 - (c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
 - (d) A change of UK departure airport except between:
 - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - II. The South Coast airports: Southampton, Bournemouth and Exeter
 - III. The South Western airports: Cardiff and Bristol

IV. The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield

V. The Northern airports: Liverpool, Manchester and Leeds Bradford

VI. The North Eastern airports: Newcastle and Teesside

VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

(e) A significant change to your itinerary, missing out one or more destination entirely.

9.5 We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of Events Beyond Our Control or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

9.6 If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

9.7 If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

9.8 In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

PERIOD OF NOTICE WE GIVE TO YOU BEFORE DEPARTURE	COMPENSATION TO EACH FULL FARE PASSENGER
98+ Days	£0
78 - 97 Days	£10
42 - 29 Days	£20
28 - 15 Days	£30
14 - 0 Days	£40

9.9 IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;

(b) where we make a significant change or cancel your arrangements more than [60 days] before departure;

(c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;

(d) where we have to cancel your arrangements as a result of your failure to make full payment on time;

(e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

(f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 10).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

10. EVENTS BEYOND OUR CONTROL

10.1 Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

10.2 Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond Our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

11. POST DEPARTURE CHANGES

If we are unable to provide a significant proportion of the holiday services that you have booked with us after your departure, we will, where possible, make alternative arrangements for you at no extra charge and if appropriate in all the circumstances we will pay you reasonable compensation.

12. EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

13. OUR LIABILITY TO YOU

13.1 We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in confirmation invoice. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice.

13.2 We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.

13.3 We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- (a) the acts and/or omissions of the person affected; or
- (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) Events Beyond Our Control (as defined in clause 10).

13.4 We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- (b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times

the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

13.5 Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

- 13.6 It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- 13.7 Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 13.8 Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
 - (b) relate to any business;
 - (c) indirect or consequential loss of any kind.
- 13.9 We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- 13.10 Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

14. ASSISTANCE BY US DURING THE COURSE OF YOUR BOOKING

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer to provide you with prompt assistance as is reasonable in the circumstances. Such assistance may include assisting you in making communications and helping you to find alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of

these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. If the difficulty is caused intentionally by you or as a result of your negligence, we may charge a reasonable fee for that assistance which will not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and subject to you notifying us promptly of your need. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you recover any costs and expenses relating to the incident from a third party, you must repay us the costs and expenses we have incurred in assisting you.

15. DOCUMENTATION, PASSPORT, VISA, IMMIGRATION AND HEALTH REQUIREMENTS

- 15.1 In order to verify that we have the correct booking information on file for our guests, we kindly ask that you complete our pre-registration process upon deposit or no later than the final payment date. You (or the travel agent managing your booking) may visit our website to complete this process at: www.riverside-cruises.com/en.
By checking in, you can:
- Ensure that personal information is correct on all necessary travel documents
 - Provide important emergency contact information
 - Complete health questionnaire as required
 - Inform us of any special occasions at final payment
- 15.2 Only after receipt of full payment, and the completion of the online pre-registration process, will access to Digital Travel Documents (including airline and/or rail confirmation information, if applicable) be provided, via email, approximately 2 - 3 weeks prior to departure. Delay in final payment will delay access to Digital Travel Documents.
- 15.3 At time of publication Riverside itineraries operate within Europe. The passport and visa requirements of you and your party, together with any other immigration requirements, are your responsibility and you should check these with the relevant embassies and/or consulates prior to travel. We are not in a position to obtain or verify the accuracy or completeness of any participant's visa or other required documentation. We do not accept any responsibility if your travel is restricted or affected if you have not complied with the relevant requirements in force prior to and at the time of travel. Guests should be aware that entry requirements may change without prior notice.
- 15.4 It is also your responsibility to check all compulsory and recommended health requirements, including vaccinations, prior to travel and to ensure that you are in receipt of all and any necessary vaccination certificates and other health documentation. The costs of obtaining any such documentation are your responsibility and we are unable to accept any responsibility or liability if your travel arrange-

ments are affected as a result of the failure to do so by yourself or any member of your party.

- 15.5 Information on foreign travel is provided and regularly updated by the Foreign and Commonwealth Office. Details can be found at www.gov.uk/foreign-travel-advice and www.gov.uk/knowbeforeyougo
- 15.6 If we are required or asked to reissue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

16. DENIED BOARDING REGULATIONS AND TRANSPORTATION DELAYS

- 16.1 If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.
- 16.2 Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.
- 16.3 We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).
- 16.4 The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.
- 16.5 Please note the existence of a "UK Air Safety list" (available

for inspection at www.caa.co.uk/commercialindustry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/) detailing air carriers that are subject to an operating ban within the UK.

- 16.6 This website/brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.
- 16.7 Unfortunately, flight or other transport delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the carrier concerned should provide refreshments when and where appropriate. We are generally not in a position to provide any assistance in the event of flight or other transportation delays and cannot accept any liability except where expressly stated in these Booking Conditions.

17. YOUR RESPONSIBILITIES AND BEHAVIOUR WHILST ON HOLIDAY

- 17.1 All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination.
- 17.2 You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.
- 17.3 We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.
- 17.4 If your behaviour means that you are not able to board your outward flight, we will treat your booking as cancelled from that moment and you will have to pay the full cancellation charges referred to in Clause 8 above.

18. FINANCIAL PROTECTION

- 18.1 We provide financial security for flight-inclusive (packages and ATOL protected flights) by way of our Air Travel Organiser's Licence number 12316, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk. When you buy an ATOL protected product from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.
- 18.2 We provide full insolvency protection for our package holidays which do not include flights by way of a bond with ABTOT, 117 Houndsditch, London EC3A 7BT telephone: +44 (0) 20 7065 5311, email: enquiry@abtot.com

19. MOORING, DOCKING AND ADVERSE WEATHER WATER CONDITIONS

Occasionally, changes to your itinerary may be necessary due to adverse weather conditions, high or low water levels, mooring restrictions and lock closures. In some instances, it may be necessary in the interests of safety for sundeck access to be restricted or closed. In addition, it may sometimes be necessary for vessels to dock alongside each other resulting in partially or totally obstructed views. Unfortunately, these are events outside of our control and we can accept no liability for them.

20. LOCAL CHARGES & TOURIST TAXES

Unless we have stated that a local service or facility is included in our documentation, you may be asked to pay a charge locally, for example, local tourist tax, room services (e.g. minibar), health and beauty treatments, snacks, drinks, etc. Tourist taxes may be payable by you when you check out of your holiday accommodation.

21. LOCAL HEALTH & SAFETY STANDARDS

You should be aware that it is the standards and health and safety requirements of the country in which the services which make up your travel arrangements are provided which apply and not those of the United Kingdom. These standards will be different to those of the United Kingdom and may sometimes be lower.

22. LAW & JURISDICTION

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

23 IF YOU HAVE A COMPLAINT

- 23.1 We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact: reservations@riverside-cruises.com.
- 23.2 If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to

the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

23.3 Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 24 for further details.

24. ABTA

We are a member of ABTA, membership no. Y6779. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Through our membership we can offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with your holiday. Further information on the ABTA Code of Conduct and the arbitration scheme can be found at www.abta.com/consumer-services.

25. CONDITIONS OF SUPPLIERS

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

26. ADVANCE PASSENGER INFORMATION

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

27. FOREIGN, COMMONWEALTH AND DEVELOPMENT OFFICE ADVICE

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Events Beyond Our Control. (See clause 10). THE PACKAGE TRAVEL &

LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018 can be found at: www.legislation.gov.uk/uksi/2018/634/contents/made.

PASSENGER TICKET CONTRACT

THIS PASSENGER TICKET CONTRACT CONTAINS IMPORTANT TERMS REGARDING YOUR CARRIAGE ONBOARD OUR VESSEL(S).

NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN PASSENGER AND COMPANY REGARDING YOUR INLAND WATERWAY CARRIAGE. IT DOES NOT REPLACE, ALTER OR AFFECT YOUR TRAVEL ARRANGEMENTS THAT YOU MAY HAVE WITH YOUR TRAVEL AGENT OR OTHER CARRIERS, BUT REFERS EXCLUSIVELY TO YOUR INLAND WATERWAY CARRIAGE ONBOARD OUR VESSEL(S).

THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, PROVIDES PROTECTIONS TO EACH OF THE ENTITIES IDENTIFIED AS "COMPANY" AND THEIR AFFILIATED ENTITIES AND PERSONNEL AND ESTABLISHES STRICT RULES FOR BEHAVIOUR ON BOARD. THIS CONTRACT CONTAINS STRONG LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS REGARDING CLAIMS FOR INJURY TO OR DEATH OF ANY PASSENGER AND LOST OR DAMAGED BAGGAGE OR PROPERTY AND INCLUDES PROVISIONS RELATING TO GOVERNING LAW, FORUM SELECTION, JURISDICTION AND TIME LIMITS FOR BRINGING LAWSUITS.

BY BOOKING THE TRAVEL BUT ALSO BY ENTERING ON BOARD, YOU AGREE TO EXPLICITLY ACCEPT AND BE BOUND BY ALL THE TERMS OF THIS CONTRACT. COMPANY ACCEPTS AND CARRIES YOU AND BAGGAGE ONLY ON THE BASIS OF THESE TERMS. WE DO NOT AGREE TO CARRY YOU ONBOARD IF YOU DO NOT AGREE TO THESE TERMS.

TO REDUCE OR MANAGE YOUR RISKS OF FINANCIAL LOSS AND OTHER LOSS ARISING FROM INJURY, DEATH, LOSS OF OR INJURY TO PROPERTY, CANCELLATION OR DELAY OF TRAVEL AND OTHER RISKS, COMPANY RECOMMENDS THAT YOU OBTAIN YOUR OWN VACATION PROTECTION INSURANCE, TRAVEL INSURANCE, ACCIDENT, LIFE AND OTHER FORMS OF INSURANCE. THIS CONTRACT IS A BINDING AGREEMENT BETWEEN YOU AND COMPANY, AND COMPANY'S AGENTS, SERVANTS AND EMPLOYEES.

THE LIMITS OF LIABILITY CONTAINED IN THIS CONTRACT APPLY TO CLAIMS AGAINST ALL PARTIES LISTED IN THE DEFINITION OF "COMPANY".

1. DEFINITIONS:

"Baggage" means all Passenger baggage allowed on the Vessel pursuant to this Contract and actually brought aboard.

"Captain" means the individual serving as Captain or Master of the Vessel, and anyone acting under such individual's authority.

"Company" or „We“ means Riverside Collection Operations GmbH, an entity organized under the laws of Switzerland, which operates the Vessels and its shareholders, members, owners, directors, officers and employees and the Vessels' owners, managers, operators, charterers, agents, crew, pilots, and employees, to all of

which the defenses, limitations of liability and the rights of Company as stated in this Contract shall apply.

"You," "Your," "Guest" and "Passenger" means every person named on the face of, or traveling under, or occupying a cabin designated on this Contract, and persons in their care, including any minors, and also includes their heirs, successors-in-interest, assigns and personal representatives.

"Vessel" means any ship directly or indirectly owned, chartered, operated or provided by the Company including, but not limited to Riverside Mozart, Riverside Debussy, Riverside Ravel, Victoria and Elisabeth or any substituted ship, and its tenders or any other similar means of conveyance.

2. NON-TRANSFERABILITY:

This Contract grants passage for only the Passenger(s) named on the final documents, and only for the date and Vessel indicated. It may not be sold or transferred by Passenger. Any attempted sale or transfer by Passenger is void and of no effect. Any Passenger purchasing or booking travel, or using this Contract, represents and warrants that s/he is duly authorized and on behalf of all Passengers (including minor children) named on final documents and accompanying Passenger to agree to and to bind such Passengers to the terms and conditions of this Contract.

3. LIABILITY LIMITATIONS FOR LOSS OF AND/OR DAMAGE TO PROPERTY:

(A) THE TOTAL VALUE OF BAGGAGE, VALUABLES AND OTHER PERSONAL BELONGINGS OF A PASSENGER WHO DOES NOT DEPOSIT THEM FOR SAFEKEEPING, AS DESCRIBED IN THIS CONTRACT, SHALL BE DEEMED NOT TO EXCEED EUR 200. COMPANY'S LIABILITY TO A PASSENGER, IF ANY, FOR LOSS OF OR DAMAGE TO SUCH BELONGINGS IS LIMITED TO A MAXIMUM OF EUR 200. (B) EXCEPT AS SPECIFICALLY STATED ELSEWHERE IN THIS CONTRACT, COMPANY SHALL HAVE NO LIABILITY FOR LOSS OF OR DAMAGE TO BAGGAGE OR PERSONAL EFFECTS. PERSONAL BELONGINGS LOST IN ANY PUBLIC AREA, OR ELSEWHERE, WHETHER ON BOARD THE VESSEL OR ELSEWHERE, ARE NOT REIMBURSABLE. LOSS DUE TO ORDINARY WEAR AND TEAR, PERIL OF THE SEA OR OTHER WATERWAY, OR ACT-OF-GOD IS NOT REIMBURSABLE. SETTLEMENT OF A REIMBURSABLE CLAIM FOR LOST BELONGING WILL BE AT THE LESSER OF ACTUAL CASH VALUE (REPLACEMENT COST LESS DEPRECIATION) OR COST. SETTLEMENT OF A REIMBURSABLE CLAIM FOR A DAMAGED ITEM WILL BE AT THE LESSER OF COST OF REPAIR OR ACTUAL CASH VALUE, OR REPLACEMENT COST. NO AMOUNT SHALL BE PAID IN SETTLEMENT OF A CLAIM WITHOUT PROOF OF THE ACTUAL CASH

VALUE OR REPAIR COST, AS APPROPRIATE, ARISING FROM THE LOSS OR DAMAGE. THE PROOF MUST BE SENT TO AND RECEIVED BY COMPANY. COMPANY'S LIABILITY FOR THE LOSS OR DAMAGE MUST FIRST BE PROVEN BEFORE ANY SETTLEMENT WILL BE PAID.

4. LIMITS OF COMPANY'S LIABILITY; NOTICE OF AND TIME LIMITS FOR CLAIMS:

(a) Limitations of Liability under Applicable Conventions: (i)

For cruises on the Rhine and its adjacent rivers, Company shall be entitled to any and all liability limitations, immunities and rights applicable to it for loss of or damage to luggage and property, death, illness and/or personal injury as provided under the Strasbourg Convention on the Limitations of Liability of Owners of Inland Navigation Vessels, (2012) ("CLNI") as adopted by Switzerland. CLNI limits Company's liability to 112'600 Special Drawing Rights ("SDR's") as defined by the International Monetary Fund multiplied by number of Passengers the Ship according to its certificate is allowed to carry, not to exceed in any event more than 2'252'000 SDR to apply to the aggregate of all claims arising against Company out an occurrence (ii) In addition, by means of a choice of law, Company shall be entitled to any and all liability limitations, immunities and rights applicable to it for loss of or damage to luggage and property, death, illness and/or personal injury provided under the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974 as well as the Protocol to Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976 ("Athens Convention") as adopted by Switzerland. The Athens Convention limits Company's liability for death of or personal injury to a Passenger to no more than 46,666 SDR's; (iii) In addition to all the restrictions and exemptions from liability provided in the CLNI and the Athens Convention (collectively "Conventions"), Company shall have the benefit of any limitation of or exoneration from liability under any statute or law of any country or any other applicable laws including, without limitation, the Convention on Limitation of Liability for Maritime Claims, 1976. Nothing in this Contract is intended to nor shall it operate to limit or deprive Company of any such rights to limitation of or exoneration from liability; (iv) The provisions and limitations of each of the Conventions are deemed to be incorporated by this reference into this Contract;

(B) NOTICE OF CLAIMS AND TIME LIMITS TO FILE SUITE:

Passenger may not maintain a lawsuit against Company or the Vessel, nor will Company or the Vessel be liable, for loss of life or bodily injury unless written notice as of the claim is delivered to Company not later than six (6) months after the date of death or injury and the lawsuit becomes pending no later than one (1) year after the date of death or injury.

For all other claims, Passenger may not maintain a lawsuit against Company or the Vessel, nor will Company or

the Vessel be liable, unless Company is provided written notice of the claim within thirty (30) days after the date of disembarkation and the lawsuit becomes pending no later than six (6) months after the date of disembarkation; These deadlines are forfeiture time limits, not a time bars. PASSENGER TAKES NOTE THAT IF EITHER: (i) THE WRITTEN CLAIM IS NOT MADE WITHIN THE TIME PROVIDED IN THIS SECTION 8, OR (ii) THE SUIT IS NOT COMMENCED WITHIN THE TIME PROVIDED FOR IN THIS SECTION 8, THEN IN EITHER CASE, ANY POTENTIAL CLAIM AGAINST THE COMPANY ARISING OUT OF OR IN CONNECTION WITH LOSS OF OR DAMAGE TO LUGGAGE AND PROPERTY, DEATH, ILLNESS AND/OR PERSONAL INJURY OR ANY OTHER DAMAGE OR LOSS SHALL BE FORFEITED AND THE RESPECTIVE CLAIM SHALL THEREFORE NO LONGER EXIST.

(C) ACTS BEYOND COMPANY'S CONTROL:

Company shall not be liable to Passenger or any other person or entity for injury to or illness or death of Passenger or permanent or temporary loss of or damage to Passenger's property, delay or other loss of any kind caused by act of God, war or warlike operation, terror, civil commotion, labor trouble, interference by authority, political disturbance, peril of the sea, lurching of Vessel, or other cause beyond Company's control, fire, theft, crime, error in navigation or management of Vessel or defect in unseaworthiness of hull, machinery, equipment, furnishing or supplies of the Vessel, fault or neglect of pilot, agent or independent contractor of or any other cause of any nature except and unless the injury, illness, death, damage, delay or loss resulted from Company's grossly negligent act or omission.

(D) CLAIMS FOR EMOTIONAL DISTRESS:

Company shall not be liable to Passenger under any circumstance for infliction of emotional distress, mental suffering or psychological injury which was not: (a) the result of physical injury to Passenger; (b) the result of Passenger having been at actual risk of physical injury; or (c) intentionally inflicted by an officer or agent of Company.

(E) INDEPENDENT CONTRACTOR/SHORE TOURS/LIMIT OF LIABILITY:

Company makes no representation or warranty concerning, and shall have no responsibility for, any tour, shore excursion, hotel, restaurant, transportation (whether a vessel, air, rail, land or other means) or other service not owned or operated by Company. Company shall have no obligation or liability to Passenger for any act or omission in connection with or arising out of arrangements by Passenger or Company with his tour operator, independent contractors or other third parties (all hereinafter referred to as „independent contractors“), including (but not limited to): (1) airline and surface transportation; (2) services or products of others, available for Passenger's convenience aboard the Vessel; (3) services, products or

transportation off the Vessel furnished by others, including without limitation, sight-seeing or tours, pre-cruise and post-cruise tours, excursions, shore trips and tender service, whether arranged or organized by a tour operator, travel agent or by Company. In providing or selling reservations or tickets in connection with any such optional activities, or by accompanying You during such activities, Company does so as a convenience to Passengers and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities, and accepts no liability for any loss, delay, damage, injury, death, misrepresentation disappointment whatsoever resulting therefrom. Company makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such independent contractors, transportation, tours, services, products or facilities, and Company's liability for non-performance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by Company on the Passenger's behalf, if any.

(F) MEDICAL TREATMENT:

No doctor or nurse is employed by Company on the Vessel. Any medical attention required or desired by Passenger during the trip must be sought at local facilities at Passenger's own risk. Company makes no representation or warranty that any such service is or will be available at any particular time or place. Passenger shall be responsible for all costs and expenses of medical services, treatment, medications and assistive devices. Company shall have no liability for any cost of, or incurred in connection with, medical services, or for quality or any aspect of treatment Passenger receives.

5. JURISDICTION, CHOICE OF LAW AND FORUM:

Passenger acknowledges that Company is based in Therwil, Switzerland. Accordingly, this Contract is deemed to be made and entered into in Therwil, Switzerland. The resolution of any and all claims relating to or in any way arising out of or connected with this Contract no and/or Passenger's travel shall be governed exclusively by the laws of Switzerland, excluding rules of conflicts of laws but including international conventions like the CLNI, which the Passenger agrees replaces, supersedes and preempts any provision of law of any state or nation to the contrary. Passenger agrees that all claims whatsoever arising out of or relating to this Contract or Passenger's or travel shall be litigated before the Civil Court of Basel-Landschaft West in Arlesheim, Switzerland, to the exclusion of the jurisdiction of courts of any other country. Passenger consents to jurisdiction and waives any venue or other objection to venue or personal jurisdiction that may be available to any such action or proceeding being brought in said court.

6. THIRD PARTY BENEFICIARIES:

Passenger agrees that all rights, exemptions from and exclusions of liability, defenses and immunities this Contract for the benefit of Company or the Vessel, shall also benefit any servant, agent or independent contractor of Company acting in course of, or in connection with, their employment or engagement that in no circumstance shall any such servant, agent or independent contractor, as the result of so acting, be under any liability to Passenger in excess of or of a different nature than that of Company.

7. ITINERARY/RIGHT TO CHANGE/DETENTION:

No sailing or aspect of travel is guaranteed. Company reserves the right, without liability for damages or refund, to advance, alter, delay, amend, cancel, shorten or lengthen any sailing, deviate from the Vessel's advertised ordinary itinerary or route, omit or change any port(s)-of-call, arrange for substantially equivalent transportation by another vessel and/ or other means of transportation, including without limitation coach or other land transportation, whether belonging to Company or a third-party supplier, and to cause Passenger to disembark from the Vessel temporarily or permanently. For example, if performance of the voyage is hindered or prevented, or in Company's opinion may be hindered or prevented (even if the opinion is incorrect) by war, terror, hostility, piracy, embargo, blockade, weather, high or low water level, ice, labor conflict, breakdown, congestion, lock malfunction, docking difficulty, or other cause, or government or other organization issues an advisory or announcement regarding travel conditions, or if Company considers that for any reason, proceeding to, attempting to enter, entering or remaining at a place of disembarkation, or traveling a particular route, may expose the Vessel or any crew or Passenger(s) to risk of injury, loss or damage or delay, or to assist another vessel or try to protect or save life or property, or for other humanitarian goal: (a) Passenger and Passenger's property may be landed at the place of embarkation or any place Company or the Captain so decides, and Company's responsibility shall cease at that place and this Contract shall be deemed to have been fully performed by Company; or (b) if Passenger has not embarked, Company may cancel the proposed voyage without having to refund any payments received; or (c) Company or the Captain may take other action it, he or she deems appropriate, including but not limited to operating the cruise as scheduled, deviating from the Vessel's advertised or ordinary itinerary or route, delaying, advancing or cancelling any sailing, omitting or changing any port(s)-of-call, towing or being towed, transferring Passenger and Passenger's Baggage to any other vessel and/ or to other means of transportation whether belonging to Company or not, and/ or causing Passenger to disembark temporarily.

In a cancellation prior to sailing not caused by reasons attributable to Passenger, Company's only liability will be to refund to the Tour Operator the amount Company received relating to the Passenger. If the cruise is shortened or terminated, Company will have the option to make a proportionate refund of the fare

or transfer Passenger to another ship or to the port of disembarkation by other means. If the scheduled length of the cruise increases, Passenger will have no responsibility for the cost of any additional fare, and Company will have no responsibility to pay or compensate Passenger for any loss or damage, including consequential damages.

8. HEALTH AND SECURITY:

Passenger represents and warrants that Passenger: (a) is physically, emotionally and in all other respects fit to travel; (b) is free from any ailment that creates material risk to Passenger or others from participation in the voyage; (c) will at all times comply with all rules and regulations of the Vessel and all orders and directions of the Vessel's officers and staff; and (d) will not act or behave in a way that inconveniences or impairs safety of other Passengers or Vessel. Company or the Captain shall have the right, without liability for refund, payment, compensation or credit of any kind, to refuse boarding, refuse to transport Passenger, refuse further transport of Passenger, land Passenger at any port or place, confine or restrain Passenger, or transfer Passenger to other transportation, based on health or physical condition, mental disorder, violation of a Vessel rule or regulation, failure to follow order or direction of Vessel officer or staff, failure to possess necessary passport, visa and health or vaccination certificate, disruptive behaviour, concern that Passenger may be excluded from landing at or entry to destination by a government's immigration or other authority, or other cause indicating Passenger is unfit or raising doubt about Passenger's fitness to travel on the Vessel, or for any other reason in the judgment of the Company or Captain. If Passenger is refused passage or voluntarily or involuntarily disembarked from the Vessel for a reason described in this section, or other reason including, but not limited to personal, medical, or business reason, Company will have no obligation to refund any portion of the fare received, or be responsible for any of Passenger's costs or other losses.

9. IMPAIRMENT; DISABILITY:

Company does not discriminate unlawfully on the basis of disability. If You have a disability and reasonable accommodation may enable You to use our services, please let Company know how we can help. Passenger shall inform Company in writing, at or immediately after reserving passage, but in any event at the earliest possible time, of any mobility impairment or other physical, emotional or mental condition which may require accommodation or use of an assistive device during the cruise. If the impairment or condition first arises after booking, Passenger shall inform Company in writing at the earliest possible time. Company will consider and may confer with Passenger, regarding possible accommodations. Company may: (a) require that a Passenger who, due to impairment, is not self-sufficient, travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency; and (b) exclude an individual

with a disability that would result in a direct threat to the health and safety of others or to that individual, if Company determines there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable modifications to Company policies, practices and/or procedures or by appropriate assistive devices or services. If Passenger fails to timely inform Company of any impairment or condition and it is determined based on information that Passenger should have provided, that Passenger's continued participation poses a safety risk to Passenger or direct health or safety threat to others, Passenger may be excluded from embarking or further participation. Company and personnel aboard the Vessel shall have no liability to Passenger relating to any Passenger condition, treatment, failure to inform Company of an impairment, resulting exclusion.

10. INDEMNITY BY PASSENGER:

Passenger shall indemnify, defend and or hold Company harmless for all penalties, fines, charges, losses, damages, costs and expenses incurred or imposed on Company or the Vessel due to any act, breach of contract or violation of law by Passenger.

11. CONSENT TO SEARCH AND SEIZURE:

Passenger consents to any search of Passenger's person, Baggage or other property, within the Passenger's cabin, personal safe or any location, with or without notice, and to the removal, confiscation and destruction of any item(s) which are prohibited by Section 5, or, in the opinion of Company or the Captain, may impair Vessel safety or inconvenience other Passengers.

12. CANCELLATION CHARGES:

Company is not paid directly by Passenger but rather by the Tour Operator. Any right of Passenger to refunds are therefore governed by the Passenger's contract with the Tour Operator and Company shall under no circumstances whatsoever be liable to Passenger for any refund.

13. UNCLAIMED PROPERTY:

Any unclaimed or abandoned personal property that comes into custody or control by Company may be disposed of after 45 days under any circumstances. If a Passenger's identification is available Company will make a reasonable effort contact the traveler and attempt to return the item(s) within 45 days. Passenger will be responsible for any and all fees for storage, shipping and handling to return the item(s). Company will only be obliged to hand out and return such property after payment of these fees.

14. TRAVEL AGENT:

Your travel agent (Tour Operator) acts for You in making the arrangements for Your travel. Company is not responsible for any representation or conduct of Your travel agent, including but not limited to, any failure to remit Your deposit or other funds to Company. If the Company is not paid for a voyage prior to the day of embarkation, then the Company shall be under no obligation to commence the voyage or let Passengers embark.

15. INTERPRETATION:

If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be severed from this Contract and of no force and effect and all remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be replaced by a lawful provision or reduced to a lawful scope, in either case, that is as close to the purpose and economic content of the invalid or unenforceable provision as is lawful.

16. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED:
ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT. COMPANY SHALL UNDER NO CIRCUMSTANCE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THERE IS NO WARRANTY THAT EXTENDS BEYOND THE DESCRIPTION OF THE FACE HEREOF. TO THE EXTENT PERMITTED BY LAW, COMPANY SHALL BE EXCLUDED FROM LIABILITY FOR EXEMPLARY OR PUNITIVE DAMAGES.

17. ENTIRE AGREEMENT:

THE PROVISIONS OF THIS PASSENGER TICKET CONTRACT ARE THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN PASSENGER AND COMPANY. THESE PROVISIONS SUPERSEDE ANY PRIOR ORAL, IMPLIED, OR WRITTEN REPRESENTATIONS AND AGREEMENTS BETWEEN YOU AND COMPANY. ANY CHANGE IN THESE PROVISIONS IS NOT EFFECTIVE UNLESS IT IS IN WRITING.