

# BOOKING CONDITIONS

These are the terms and conditions which will apply to your holiday. Please read them carefully as you will be bound by them.

## DEFINITIONS

1. In these Conditions and unless the context requires otherwise: "**the Contract**" means the contract made between Seabourn and the Guest relating to the Package; "**Cruise**" means the cruise on board the ship as described in the relevant Seabourn brochure or other documentation published by or on behalf of Seabourn; "**Disability**" includes a condition that results in a person's mobility, when using transport, being 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 as a result of age, and which results in that person's situation needing appropriate attention and adaption to his particular needs in respect of the services made available by Seabourn to all guests; "**force majeure**" means unusual and unforeseeable circumstances beyond the control of Seabourn which mean that Seabourn cannot, as a result, provide the Package, or part thereof, including any part of the itinerary, and includes (without limitation) technical problems, war or threat of war, terrorist activity or the threat of terrorist activity, riots, civil commotion, disaster, Act of God, natural and nuclear disaster, fire, closure of ports, strikes or other industrial action, medical problems on board the ship or at intended ports, including, in each case, incidents of infectious or other diseases or illnesses, lawful deviation at sea in response to a distress call or other emergency and adverse weather conditions; "**itinerary**" means the proposed itinerary as described in the relevant Seabourn brochure or other documentation published by or on behalf of Seabourn; "**Package**" means the Cruise and any flights to and from the UK and any pre-cruise and/or post-cruise package which is sold at the same time as the Cruise, but not shore excursions or shuttle services; "**the Guest**" means each and every person named in the booking and/or a Seabourn ticket; "**Seabourn**" means Carnival plc trading as Seabourn. In the case of carriage by sea, Seabourn acts as agent for Seabourn Cruise Line Limited. In the case of carriage by air, Seabourn is licensed by the Civil Aviation Authority under ATOL 6294; "**the price**" means the price for the Package as detailed in the confirmation invoice issued by Seabourn (excluding shore excursions and any additional charges shown as such in the relevant Seabourn brochure or otherwise advertised) and payable by the Guest under the Contract; "**shore excursion**" means any excursion offered for sale by Seabourn for which a separate charge is payable at the time outside the price whether reserved in the UK prior to the commencement of the Package or purchased on board the ship; "**shuttle service**" means any transportation service (ferry, bus, coach or minibus) provided by a third party which may (without guarantee) be available to Seabourn's guests in certain ports; "**a significant alteration**" means major changes to your Package; "**Supplier(s)**" means any company or individual contracted by Seabourn to provide any service forming part of the Package.

## THE CONTRACT

2. The Contract shall be between Seabourn and the Guest on the basis of these Conditions and the information contained in the Seabourn brochure or website, and shall be governed by English law and the non-exclusive jurisdiction of the English courts.
3. By making a booking, the Guest confirms that all persons named in the booking including minors and persons under disability (and their personal representatives) have agreed to be bound by these Conditions and all other terms of the Contract, and that he/she has their authority to do so on their behalf.
4. All Packages are subject to availability at the time of booking. No Contract shall be made until the deposit (or, where appropriate, the full price) has been paid, whether or not a booking confirmation has been issued, but all money paid to a travel advisor shall be treated as having been paid to Seabourn. Failure to pay the balance by the due date shall entitle Seabourn to cancel the booking and retain the deposit by way of a cancellation charge. Failure to pay any other amount by the due date shall entitle Seabourn to cancel the booking and to retain an amount by way of a cancellation charge as set out in clause 38.
5. A Guest shall not have the right to exclusive occupancy of a suite with two or more berths unless the single person supplement is paid. If a cancellation results in a Guest becoming the sole occupant of a suite with two or more berths, he/she shall be liable to pay the single person supplement. If a cancellation reduces the number of Guests originally booked in a suite together, the remaining Guests shall each be liable to pay any increase in the price arising as the result of such reduction. In the event that all Guests who are booked in a suite permanently disembark the ship before the end of the Cruise, then the suite will revert to Seabourn's inventory.
6. For Packages including any flights to or from the UK (and if not already confirmed at the time of booking), Seabourn will issue an ATOL confirmation invoice giving the details of the flight arrangements (including UK and destination airports) within a reasonable time after such arrangements are known.
7. Shore excursions are available for separate purchase prior to travel or on board and are arranged by Seabourn with local operators. They do not form part of the Contract and are not performed by Seabourn.
8. A booking may only be made by a person aged 21 or over. All Guests who, at the time of departure, will be under 21 years old must be accompanied and supervised by a parent or guardian. Guests must be aged 21 years or over to drink alcohol and aged 18 years or over to gamble on board the ship and Seabourn reserves the right to request proof of age; parents and guardians are obligated to ensure compliance with this requirement.
9. Children aged 6 months or less at the commencement of the Package will be refused permission to board the ship and Seabourn shall have no liability whatsoever for any consequences of such refusal. Certain Packages with a transocean sailing also have prohibitions on children aged 12 months or less. Guests should check with Seabourn before booking.
10. Guests are responsible for ensuring that they arrive in plenty of time for check in for flights to/from the ship including any interconnecting flights. Guests are responsible for checking with regard to any delay/cancellation of flights. Guests must ensure that they have a valid passport and any other necessary travel documents (such as visas) for their Package and should read the relevant section of the Seabourn brochure or website before booking. Seabourn is not responsible for obtaining visas for any Guest; this is the responsibility of the individual Guest.

11. Seabourn may incur a fine if the Guest fails to comply with all relevant visa or documentation requirements for their Package. Seabourn will re-charge any such fines to the Guest.

#### AMENDMENTS TO THE CONTRACT

12. In clauses 12 and 13, "another person" means another person who satisfies all conditions applicable to the Package. A Package may be transferred to another person provided that the Guest consults with Seabourn prior to purporting to transfer the Package (so that, for example, Seabourn may require that the Package is transferred to someone on its wait list) and Seabourn receives the transfer request more than 56 days before the scheduled departure date (more than 90 days in the case of cruises of 60 days or more). Between 56 (90 in the case of cruises of 60 days or more) and 14 days (inclusive) before the scheduled departure date and subject to the conditions above, Seabourn will normally agree to such a transfer only where the original Guest will be prevented from travelling by reason of an unavoidable event (such as illness, death of a close relative or jury service) and Seabourn may require satisfactory evidence before agreeing to the transfer. All transfers of a Package to another person at any time up to 14 days or more before the scheduled departure date will be subject to an administration charge of £50.

13. Any request for a transfer of a Package to another person which is received by Seabourn 13 days or less before the scheduled departure date shall be treated as a cancellation by the Guest of the Contract and a cancellation charge under clause 38 shall become payable.

14. Any transfer of a Package including any flights will also be subject to any charges imposed by the airline. Guests should note that airlines may not allow transfers on scheduled flights and that a flight booking may have to be cancelled and rebooked, in which event the re-booking will always be subject to flight availability and to payment of any charges imposed by the airline which may, in some cases, be the full cost of the ticket.

15. If a Guest wishes to transfer to another Package, this will generally be treated as a cancellation under clause 38. Seabourn, at its discretion, may allow the transfer without treating it as a cancellation if the Seabourn holiday to which the transfer is to be made departs within 12 months (within 6 months in the case of transfer from a world cruise or a world cruise sector) of the original and is for a higher price. Agreement to transfer a Package would also be conditional upon such a request being made more than 90 days before the original scheduled departure date; there being availability; and to payment of any expenses (such as airline and/or hotel charges) incurred by Seabourn as a result. Such a transfer would only be allowed on one occasion. The criteria for allowing transfers may be changed by Seabourn at any time without notice.

16. All such transfers to another Package will be treated as a new booking. Any discount or promotion applicable to the original booking may not apply to the new booking, in which case the Guest shall be required to pay any difference in price.

17. After a Package has been booked, Seabourn will try to accommodate any request for a change (such as a change of suite), but such changes are always at Seabourn's discretion and are subject to an administration charge of £50.

#### FITNESS TO TRAVEL AND GUESTS WITH DISABILITIES AND/OR REDUCED MOBILITY

18. In order to ensure that Seabourn is able to carry Guests safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including the ship's flag state, the Guest making the booking represents that all Guests in the booking are fit to travel.

19. At the time of booking every Guest is obliged to inform Seabourn of any condition, including but not limited to reduced mobility or any Disability, which may require special arrangements, medical equipment/supplies, care or assistance. This is to ensure that the Guest can be carried safely and in accordance with all applicable safety requirements. If the Guest cannot be carried safely and in accordance with applicable safety requirements then Seabourn can refuse to accept a booking or to subsequently embark that Guest on the grounds of safety. Such a refusal will be based on an assessment of risk by Seabourn to take into account the provisions of national law and other applicable legislation and international regulations including the International Management Code for the Safe Operation of Ships and for Pollution Prevention and the International Convention for the Safety of Life at Sea. It is important that the fullest information is provided by the Guest at the time of booking. If a Guest's circumstances change between the date of booking the Package and the date of commencement of the Package, which may make the carriage of that Guest unsafe, the Guest is obliged to inform Seabourn as soon as possible and to advise Seabourn of any requirements for special arrangements, medical equipment/supplies, care or assistance.

20. Seabourn reserves the right to require any Guest to produce medical evidence of fitness to travel on the Package in order to assess whether that Guest can be carried safely in accordance with applicable international, EU or national law. Where Seabourn considers that it is strictly necessary Seabourn may require a Guest with reduced mobility or any Disability to be accompanied by another person who is fit and able to assist them in day to day tasks and capable of providing the assistance required by the Guest with reduced mobility or any Disability. This requirement will be based entirely on safety grounds and may vary from ship to ship and/or itinerary to itinerary. Examples of Guests who may fall into this category include Guests who use wheelchairs or mobility scooters (the term 'wheelchair' shall hereinafter be used to refer to wheelchairs and mobility scooters collectively) or who require assistance with personal care. The assessment of whether or not it is strictly necessary for a Guest to be accompanied will be based on information provided at the time of booking. Guests are requested to provide as much information as possible to enable a full risk assessment to be made. Guests may be asked to provide further information to ensure that Seabourn has all relevant information.

21. In order to ensure that Seabourn can provide the necessary assistance and there are no issues relating to the design of the ship or port infrastructure and equipment, including port terminals, which may make it impossible to carry out the embarkation, disembarkation or carriage of the Guest in a safe or operationally feasible manner, Guests who may require special treatment or assistance or with reduced mobility or Disabilities (including Guests who use wheelchairs) must advise Seabourn in writing before a booking is made. Guests who use wheelchairs must furnish their own standard size wheelchairs. Ships' wheelchairs are available for emergency use only. Further information is contained in the Seabourn brochure and website. For the safety of the ship and all guests on board, all wheelchairs and other aids to mobility must be stored in the Guest's suite when they are not being used. Seabourn reserves the right to refuse passage to any Guest who has failed to notify Seabourn of their

requirement for special treatment or assistance or of reduced mobility or Disabilities (including the requirement to use a wheelchair). The cost for loss or damage to mobility equipment caused by the fault or neglect of Seabourn or a shipping incident is subject to Seabourn's absolute discretion to either repair or replace the equipment. Except where Seabourn agrees otherwise and in writing at the time of booking Guests are restricted to having on board the ship, two pieces of mobility or other medical equipment with a combined value not exceeding £2,250 per suite.

22. Seabourn and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. All Guests agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. In the interests of health and safety Seabourn may deny boarding to any Guest who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Refusal by a Guest to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. All cases of denied boarding will be treated as a cancellation attracting 100% cancellation charges in accordance with clause 38.

23. In the event that any viral and/or bacterial illness is diagnosed whilst a Guest is on board that Guest may be required to remain in his or her suite for reasons of health and safety. In the event that any Guest refuses to remain in their suite during the period recommended by the ship's doctor then that Guest may for reasons of health and safety be disembarked by Seabourn without any further liability.

24. In order to ensure that Guests are carried in accordance with applicable safety requirements Guests are required to notify Seabourn at the time of booking:

(i) of their specific needs with regard to accommodation, seating or services required and/or whether they need to bring any specific medical equipment on board;

(ii) of the nature any assistance required from Seabourn or any terminal operator;

(iii) if the Guest wishes to bring a recognised assistance dog on board the ship. Assistance dogs are subject to national regulations. There is also a limit to the number of dogs which can be carried on board. It is therefore imperative that the requirement is notified at the time of booking.

(iv) of any other assistance which is required on board.

Please note that the medical facilities on board Seabourn's ships are NOT equipped to perform dialysis. The shipboard doctors are not trained to provide dialysis treatments but are able to assist in emergency situations. It is the responsibility of the Guest to provide all dialysis equipment and treatment. This includes antibiotics. A risk assessment shall be carried out at the time of booking to ensure that the Guest can be carried safely and in accordance with applicable laws. The electrical supply on board Seabourn's ships varies but may not be the same as the standard electrical supply in the UK. Guests should contact Seabourn for specific details. It is important that any Guest who will be bringing electrical medical equipment on board the ship contacts the manufacturer or supplier to ensure that the equipment is safe to use on board the ship. In relation to medical equipment there are limited storage facilities onboard. It is the responsibility of the Guest to arrange delivery of all medical equipment to the ship prior to departure. The requirement for Guests to notify Seabourn prior to booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried and/or carried safely. There are restrictions on the number of oxygen cylinders which can be carried in suites. The ship's medical centre cannot refill or supply oxygen cylinders. It is the Guest's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies for the duration of the Package. The ship does not carry any replacement equipment and access to shore side care and equipment may be difficult and expensive. Guests must be able to operate all medical equipment. If there are any particular medical conditions which require supervision then such supervision must be organised by the Guest and at the Guest's expense. The ships do not provide one-to-one or other carers for physical or psychiatric or other conditions. The ships do not offer respite services. Guests must note that not all medical equipment can be carried or used onboard aircraft. Guests must check with the airline prior to carriage.

#### PREGNANCY

25. Seabourn recommends that women who are less than 12 weeks pregnant should seek medical advice prior to travel.

26. Seabourn does not have on board its ships adequate medical facilities for childbirth. Accordingly for reasons of health and safety Seabourn regrets that it cannot carry Guests who will have entered their 24th week of pregnancy or beyond before or at any point during their Package. All pregnant women are required to produce a doctor's or midwife's letter stating that mother and baby are in good health, fit to travel taking into account the proposed itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) calculated from both the last menstrual period (LMP) and ultrasound (if performed). Seabourn cannot accept a booking or subsequently carry a Guest unless they comply with the requirements of this clause. In the case of a booking by or on behalf of a pregnant Guest made before it could reasonably have been known that the Guest would not be able to join the Package by reason of the Guest entering their 24th week of pregnancy or beyond at any point in their Package, Seabourn will refund in full the price paid by or on behalf of that Guest and the price paid by any accompanying Guest, provided that the pregnant Guest notified Seabourn as soon as reasonably practicable upon becoming aware that she would not be able to join the Package, but shall otherwise have no liability whatsoever. Seabourn expressly reserves the right to refuse passage on board to any Guest who appears to be in an advanced state of pregnancy and Seabourn shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Guest.

27. Pregnant Guests are referred to clauses 29 - 31 headed "Medical Treatment" for information regarding the medical facilities on board.

28. The ship's doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by Seabourn in respect of the inability to provide such services or equipment.

#### MEDICAL TREATMENT

29. The Guest acknowledges that whilst there is a qualified doctor on board it is the Guest's obligation and responsibility to seek medical assistance if necessary during the Cruise.

30. The ship's doctor is not a specialist and the ship's medical centre is not required to be and is not equipped to the same standards as a land based hospital. The ship's medical centre is not designed for the provision of extensive or continuing treatment. The ship carries medical supplies and equipment in accordance with the requirements of its flag state. Neither Seabourn nor the ship's doctor shall be liable to the Guest as a result of any inability to treat any medical condition as a result. A customary fee will be charged for services and medications dispensed by the ship's medical centre.

31. In the event of illness or injury a Guest may have to be landed ashore for medical treatment. No representations are made regarding the quality of medical treatment at any port of call or at the place at which the Guest is landed. Medical facilities do vary from port to port and no representations or warranties are made in relation to the standard of medical treatment provided by the various hospitals and/or clinics.

#### INSURANCE

32. It is a condition of the Contract that every Guest must have full and valid medical insurance which includes cover for pre-existing medical conditions worldwide, or as a minimum, in the countries that the Guest is due to visit and which must remain in force for the entire duration of the Package. The insurance policy must, as a minimum, include medical and repatriation coverage for not less than £2 million and must include cover for the cost of emergency evacuations from the ship, including but not limited to, evacuations by helicopter. We have a relationship with Holiday Extras Ltd who can offer comprehensive travel insurance covering our requirements. You can obtain a quote and full terms and conditions from [www.holidayextras.com/seabourn](http://www.holidayextras.com/seabourn) or by calling 0800 316 3061. If you choose a different insurer you will need to ensure the policy covers you on a worldwide basis for all medical costs you may incur due to pre-existing conditions or otherwise, as set out above.

33. Wherever possible, Seabourn will offer general assistance to any Guest who suffers illness, personal injury or death during the period of the Package, whether or not arising from an activity forming part of the Package and whether or not the result of fault by any party.

34. Any cost or expense which is reasonably incurred by Seabourn for or on behalf of the Guest in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by the Guest to Seabourn, whether or not such sum is covered by the Guest's travel insurance.

#### PRICES AND EXTRAS

35. All prices are based on costs and exchange rates as of June 1, 2015. Seabourn reserves the right to vary particulars and prices shown in the brochure after the date of publication. Prices, discounts, supplements and special offers advertised in the brochure or elsewhere may be withdrawn or changed. Prices may go up or down. Guests should contact their travel advisor for up to date prices and charges before booking, or call us on 0844 338 8686, or visit our website: [www.seabourn.co.uk](http://www.seabourn.co.uk). Seabourn reserves the right to levy a charge for payments made to Seabourn by credit card. The Guest will be advised of the rate of any such charge at the time of making a payment.

36. The price of your Package can be varied due to changes in transportation costs such as fuel, scheduled air fares and other airline cost changes which are part of the contract between the airline (and their agents) and Seabourn, government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation. In the case of any small variation, an amount equivalent to 2 per cent of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed for increases but not retained from refunds. For larger variations this 2 per cent will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per Guest, together with an amount to cover agents' commission. If this means the Guest has to pay an increase of more than 10 per cent of the price of the Package, the Guest may cancel the Contract and receive a full refund of all monies paid, except for any amendment charges or insurance premiums. No consequential costs or expenses or loss of profits will be payable. Seabourn will consider an appropriate refund of insurance premiums paid if the Guest can show that he/she was unable to transfer or re-use the policy. Should the Guest decide to cancel for this reason, the Guest must exercise his right to do so within 14 days from the issue date printed on the final invoice. Alternatively, the Guest can accept an offer of an alternative Package if Seabourn is able to provide an alternative and transfer payment made in respect of the original Package to the alternative Package. If the cost of the alternative Package is less than the original Package the difference in price will be refundable. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your Package due to contractual and other protection in place.

37. All accounts for on-board services and goods and for shore excursions must be settled in full before the Guest leaves the ship. In the event that a Guest fails to settle his on-board account at or before the completion of the Cruise, Seabourn reserves the right to charge interest on the outstanding sums until the date of actual payment and shall be entitled to make a reasonable administration charge for the subsequent collection of such sum due in addition to any costs of legal process. Seabourn also reserves the right to cancel any future bookings that the Guest may have and to set off any sums owed to Seabourn by the Guest against any sums due to the Guest from Seabourn, without prejudice to any other remedies Seabourn may have under these Conditions or otherwise.

#### CANCELLATION BY THE GUEST

38. The Guest may cancel the Contract at any time prior to the commencement of the Package via their travel advisor or, for Guests who have booked direct, by calling our Reservations Department, but in that event Seabourn shall be entitled to levy a cancellation charge as a percentage of the price in accordance with the following scales.

#### Cruises of 59 days or less

Period before departure within which written notice of cancellation is received by Seabourn	Cancellation charges (percentage of price)
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From the date of booking until 57 days before departure	Deposit
56 to 42 days	45%
41 to 16 days	75%
15 to 6 days	90%
Less than 6 days before departure or failure to embark. <i>For fly cruises, departure day is the date of the flight departure.</i>	100%

**Cruises of 60 days or more**

<b>Period before departure within which written notice of cancellation is received by Seabourn</b>	<b>Cancellation charges (percentage of price)</b>
From the date of booking until 91 days before departure	Deposit
90 to 42 days	45%
41 to 16 days	75%
15 to 6 days	90%
Less than 6 days before departure or failure to embark. <i>For fly cruises, departure day is the date of the flight departure.</i>	100%

In addition to the cancellation charges set out above, Seabourn will be entitled to levy the relevant cancellation charges applicable to any flights booked and these will apply for bookings cancelled at any time. The cancellation charges applicable to flights will vary but they could be equivalent to the full cost of the flights. The cancellation charges applicable to flights will be advised at the time of cancellation.

39. It may be possible for the Guest to re-claim these cancellation charges (less any applicable excess) under the terms of the Guest's insurance policy. Claims should be submitted to the appropriate insurer. After departure, if the Guest disembarks whether by reason of sickness or any other reason the Guest will not be entitled to a refund of a proportion of the Package not used.

**ALTERATION AND CANCELLATION BY SEABOURN PRIOR TO DEPARTURE**

40. Whilst Seabourn will do its best not to cancel or to make any significant alteration after a booking has been made, it shall nevertheless be entitled at any time prior to departure to cancel the Contract or to change and/or curtail the Package where this reasonably becomes necessary on operational, commercial or other grounds. Seabourn will inform the Guest of any such cancellation or change of Package as quickly as possible (with, where appropriate, written confirmation as soon as reasonably possible thereafter). If Seabourn makes a significant alteration to the Package it will inform the Guest or his travel advisor as soon as reasonably possible. The Guest will have the choice of either accepting the alteration, accepting an offer of an alternative Package of comparable standard if available (Seabourn will refund any price difference if the alternative is of a lower value) or cancelling the Package and receiving a full refund of all monies paid. The Guest recognises and agrees that it will not normally be possible for Seabourn to offer an appropriate substitute Package which is available at about the same time as and/or with a similar itinerary to that originally booked, but Seabourn will do its best to provide a suitable alternative Package of similar duration and value. The Guest must notify Seabourn of his decision as soon as reasonably possible and in any event not later than 14 days of being informed of the significant alteration.

41. If the Guest cancels the Package in the circumstances set out in clause 40 or if Seabourn cancels the Package, the Guest shall also be entitled to compensation as follows (except if the change or cancellation is due to force majeure, non-payment by the Guest or where the minimum number of Guests required for a Package to proceed is not reached).

<b>Period of notification given by Seabourn</b>	<b>Compensation per full fare paying Guest</b>
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90 to 43 days for Cruises of 60 days or more	5% cruise credit
56 to 43 days for cruises of 59 days or less	5% cruise credit
42 to 29 days	10% cruise credit
28 to 15 days	15% cruise credit
14 to 0 days	20% cruise credit

42. The value of any cruise credit will be calculated by reference to the price actually paid for the cancelled Package and may only be used for other bookings with Seabourn. Any such new booking must be made by no later than 31 December of the year after the date of the original Package. Credit vouchers may be redeemed against the price of the new Package net of any discount available to the Guest at the time of booking. The compensation set out above does not exclude the Guest from claiming more if he/she is entitled to do so or from requesting that compensation be provided in a different form. No consequential costs or expenses or loss of profits will be payable.

#### ALTERATION AND CANCELLATION BY SEABOURN AFTER DEPARTURE

43. After departure, Seabourn does not guarantee that the ship will call at every port on the itinerary or follow every part of the advertised route or schedule or that every part of the Package will be provided. Seabourn reserves the absolute right to decide whether or not to omit any such port(s) and/or to call at additional ports and/or to change the advertised route, schedule or Package. If Seabourn is unable to provide a significant proportion of the Package, it will make suitable alternative arrangements, at no extra cost to the Guest, for the continuation of the Package. If the Guest does not accept them, for good reasons, or, if it is impossible to make suitable alternative arrangements Seabourn will, where appropriate, provide the Guest with transport back to the place of departure or to another place to which Seabourn and the Guest have agreed. In both cases Seabourn will, where appropriate, compensate the Guest. Please note that compensation will not be payable if an alteration is minor or if Seabourn is not able to provide a significant proportion of the Package due to force majeure.

44. Transit or part transit of straits, other sea areas controlled by vessel traffic schemes, canals, rivers and all other navigable waterways may be subject to delay due to operational circumstances and/or the requirements of the local authorities and Seabourn shall have no liability whatsoever in respect of any such delay.

#### SECURITY, SAFETY AND SUPPORT

45. Guests are expected at all times to conduct themselves in a proper manner and with due regard to the health, safety, comfort, enjoyment and general well-being of all persons both on board the ship and involved in the provision of any service or facility forming part of the Package or any shore excursion, and the Guest expressly agrees to this. If it appears that a Guest's conduct, behaviour or health is such as to be a breach of this requirement or the Guest's behaviour, health or conduct is likely to endanger the Guest's own health or safety or that of any other Guest or crew or may make the Guest likely to be refused permission to go ashore at any port or may make Seabourn liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then Seabourn and/or the Master shall have the right according to the particular circumstances to take any one or more of the following measures as may appear to be reasonable and appropriate -

- refuse to embark or to disembark the Guest at any particular port or other place of call;
- disembark the Guest;
- transfer the Guest to another berth;
- confine the Guest to a particular suite or to the ship's medical centre;
- through the ship's doctor and/or his staff, administer any drug, medicine or other substance of a similar nature, or admit and/or confine the Guest to a hospital or any similar institution at any port as the ship's doctor may consider necessary.

46. In the event of Seabourn and/or the Master acting in accordance with clause 45 above, neither the Guest nor (at the sole discretion of Seabourn) any other person travelling with the Guest (whether or not under the same booking) shall be entitled to make a claim against Seabourn for any loss or expense incurred as a result of such action, whether for a full or partial refund of the price or for any other form of compensation or for the cost of returning to the United Kingdom or to any other place or for any other form of loss or expense whatsoever. Where the Guest is repatriated pursuant to this clause at Seabourn's expense, Seabourn shall have the right to recover the cost of this.

47. If any Guest is denied the right to board an aircraft because, in the reasonable opinion of the Captain, the Guest is unfit to travel or represents a threat to the safety of the aircraft or its passengers or crew or is abusive or disruptive, Seabourn will not be liable to complete the Guest's holiday arrangements and will not be liable to pay any refunds or compensation. If an aircraft is forced to make an unscheduled landing as a result of the conduct of any Guest, Seabourn shall have the right to recover the full cost thereof from the Guest.

48. For security reasons, it may be necessary at any time to search Guests and/or their luggage and goods and the Guest agrees to allow such search upon being so requested by the Master or any other authorised person.

49. The Guest must not bring on board the ship any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance, nor any animals (except service animals in limited circumstances). To do so shall be a breach of these Conditions and shall render the Guest strictly liable to Seabourn for any injury, loss, damage or expense and the Guest shall compensate Seabourn in full for any loss, damage or expense suffered by Seabourn as a result of such breach. The Guest may also be personally liable to statutory penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and search the suite and personal luggage (whether or not in the suite) of any Guest whom the Master reasonably believes may be in breach of this clause. Where the Guest is found to be in breach of this clause, Seabourn and/or the Master of the ship shall be entitled to exercise any of the powers conferred by clause 45 and clause 46 shall apply.

50. Any crew member or other person authorised by Seabourn shall be entitled to enter a Guest's suite to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

#### COMPLAINTS

51. Any problem which arises during a holiday must be raised by the Guest at the time with a representative of Seabourn. If the problem is not resolved to the full satisfaction of the Guest during the holiday, it is essential that to enable the complaint to be investigated properly it must be notified in writing to Seabourn at the earliest opportunity thereafter and in any event no later than 28 days after the Guest's return from the Package. Failure to report the complaint within this time may adversely affect Seabourn's ability to investigate and deal with it and may prejudice any future claim. Complaints relating to EU Regulation 1177/2010 Concerning the Rights of Passengers when Travelling by Sea and Inland Waterways must be made to Seabourn in writing within two months of the date on which the service was performed. Within one month, Seabourn shall respond to the Guest that the Guest's complaint has been substantiated or rejected or is still being considered. However, the time taken to provide the reply shall be no longer than two months from receipt of the complaint.

#### LIABILITY

52. Subject to paragraphs 52 to 56 Seabourn accepts responsibility for death, injury or illness caused by the negligent acts and/or omissions of its Suppliers in respect of the Package, but excluding the Cruise. Seabourn limits its liability, where applicable, by the conventions referred to in clauses 55 to 60 inclusive. In any event, Seabourn is not responsible for any improper or non-performance of any services forming part of the Package which are wholly attributable to the fault of the Guest; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Seabourn and/or the relevant Supplier the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or any event which Seabourn and/or the relevant Supplier could not even with all due care have foreseen or forestalled.

53. For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in clauses 55 to 60 inclusive, Seabourn's liability for improper performance of the Contract shall be limited to a maximum of twice the price which the Guest affected paid for the Package (not including insurance premiums and amendment charges) and Seabourn shall have no liability for any loss of business or profits, loss of use or any other consequential or indirect loss or damage.

54. All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These may limit or exclude liability. They are expressly incorporated into the Contract. Copies of these terms and conditions are available on request from Seabourn. Seabourn will ensure that the Guest is informed of the identity of the air carrier once it has been finalised and details of likely carriers are contained in the brochure. Seabourn does not use any carrier on the EU banned carrier list, available via our website. The liability of Seabourn will not exceed that of any carrier.

55. Carriage of Guests and their luggage by air is governed by various international conventions (hereinafter "the international air conventions"), including the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. Flights between the UK and any member state of the European Union are currently governed by EC Regulation 889/2002 which gives legal effect to the Montreal Convention 1999. To the extent that Seabourn may be liable as a non-performing air carrier to Guests in respect of carriage by air, the terms of the international air conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a fly cruise between Seabourn and a Guest) are expressly incorporated into these Conditions. The international air conventions may permit the carrier to limit its liability for death and personal injury, loss of and damage to luggage and delay. Insofar as Seabourn may have any liability to the Guest in respect of carriage by air, it shall be determined accordingly. Copies of these conventions are available from Seabourn on request.

56. International Carriage of Passengers and their luggage by sea, including the Cruise, is governed by EU Regulation 392/2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents (EU Regulation 392/2009) which may be viewed at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/2724/annex-b-reg-ec-392-2009.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/2724/annex-b-reg-ec-392-2009.pdf) and The Athens Convention 2002 which may be viewed

at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/261628/Misc.6.2013\\_Prot\\_2002\\_Athens\\_8760.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/261628/Misc.6.2013_Prot_2002_Athens_8760.pdf). Copies are available on request. The Athens Convention 2002 and EU Regulation 392/2009 are expressly incorporated

into these Conditions and any liability of Seabourn for death or personal injury or for loss of or damage to luggage arising out of international carriage by sea shall be solely brought and determined in accordance with the Athens Convention 2002 and EU Regulation 392/2009 which limit the carrier's liability for death or personal injury or loss of or damage to luggage and make special provision for valuables. The limits of liability are assessed by reference to Special Drawing Rights (SDRs) which fluctuate depending on daily exchange rates. All SDR values in these Conditions are accurate as per 28 April 2014. Up to date figures may be assessed at the following website [http://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](http://www.imf.org/external/np/fin/data/rms_sdrv.aspx). It is presumed that luggage has been delivered undamaged to the Guest unless written notice is given to Seabourn (as carrier):

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 redelivery or from the time when such redelivery should have taken place.

Where the Cruise is seagoing but does not call at more than one country (Domestic Carriage) then the provisions of the Athens Convention 1974 may apply. If the domestic carriage is in the UK the Merchant Shipping (Convention relating to the Carriage of Passengers and their Luggage by Sea) (Amendment) (Order) 2014 (2014 Regulations) may apply. Non seagoing cruises shall be subject to the provisions of the Merchant Shipping Act 1995 and liability for death and or personal injury is limited to 175 000 SDRs per guest. These provisions will also apply where the ship is being used as a floating hotel. The limits applicable to cabin luggage pursuant to the Athens Convention 1974 and the 2014 Regulations are 833 SDRs (£768). The figure increases to 2,250 SDRs (£2,075) where EU Regulation 392/2009 and the Athens Convention 2002 apply. Seabourn is not liable in respect of the loss and/or damage to any valuables unless these have been deposited with the ship. Using the cabin safe is not a deposit with the ship. Where deposited with the ship and unless a higher figure is agreed in writing, Seabourn' liability pursuant to the Athens Convention 1974 and 2014 Regulations will be limited to 1,200 SDRs (£1,107) or where EU Regulation 392/2009 and/ or the Athens Convention 2002 apply, 3,375 SDRs (£3,113). In the event of death and/or personal injury then the limits applicable under the Athens Convention 1974 and 2014 Regulations are 46,666 SDRs (£43,048) or 300,000 SDRs (£276,741) where the Performing Carrier's principal place of business is in the UK. In accordance with EU Regulation 392/2009 and the Athens Convention 2002 the Guest has a right to compensation for death or personal injury up to 250 000 SDRs (£230,617) per incident from the carrier in respect of a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship ("Shipping Incident") save where the Shipping Incident resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or was wholly caused by an act or omission done with the intent to cause the incident by a third party. Compensation for a Shipping Incident can increase by a further 150 000 SDRs to a total figure of 400,000 SDRs (£368,998) per Guest, per incident unless the carrier proves that the incident which caused the loss occurred without its fault or neglect. In the event of a non-shipping incident the Guest must prove that the incident which caused the damage was the result of the carrier's fault or neglect. In those circumstances the maximum amount payable will be 400, 000 SDRs. In any case involving war or terrorism the maximum payable is 250 000 SDRs per guest or 340 million SDRs per ship per incident. A summary of EU 392/2009 may be viewed at <http://ec.europa.eu/transport/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>.

57. Any damages payable by Seabourn up to EU 392/2009, the Athens Convention 2002 and or, 2014 Regulations limits shall be reduced in proportion to any contributory negligence by the Guest and by the maximum deductible specified in Article 8 (4) of the Athens Convention 1974.

58. Insofar as Seabourn may be liable to a Guest in respect of claims arising out of carriage by air or carriage by sea, Seabourn shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual air carrier (including his own terms and conditions of carriage) and under the Athens Convention, and nothing in these Conditions shall be deemed a surrender thereof. To the extent that any provision in these Conditions is made null and void by the Warsaw Convention, the Montreal Convention or the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further.

59. Insofar as the Cruise may be performed on a ship not owned by Seabourn, it is agreed that Seabourn shall at all times nevertheless be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability thereunder.

60. Except for claims arising out of carriage by air (as provided by clause 55), any liability in respect of death and personal injury and loss of and damage to luggage which Seabourn may incur to the Guest during sea carriage, whether under the Contract in accordance with these Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention 2002, EU Regulation 392/2009 or the 2014 Regulations.

61. In respect of any claims for loss of or damage to property including luggage which are not covered by international conventions including the Athens Convention 2002, EU Regulation 392/2009, the 2014 Regulations and/or the Montreal Convention and where liability is not limited by reference to any enactment, terms or conditions then any legal liability that Seabourn may have for any such losses will be limited to £500.00 per Guest. Seabourn shall not be liable for lost valuables including jewellery and/or monies under any circumstances. Guests must ensure that their personal possessions and valuables are with them at all times.

62. Hotels and shuttle services included in the Package are arranged by Seabourn with local Suppliers who may themselves engage the services of local operators. Standards of hygiene, accommodation and transport in many countries where excursions take place are often lower than comparable standards in the UK. Seabourn will at all times endeavour to appoint reputable and competent local Suppliers. The terms and conditions of the hotels and shuttle services will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the hotelier or the shuttle services operators. The liability of Seabourn will not exceed that of any hotelier and/or shuttle services operator. Local laws and regulations of the relevant country will be relevant in assessing performance of the Package services. In the event of a complaint by a Guest, the Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied even if the laws of England and Wales have not been met. Seabourn is not responsible for any improper or non-performance of such services which are wholly attributable to the fault of the Guest; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of the services to be provided; unusual and unforeseeable circumstances beyond the control of Seabourn and/or the relevant Supplier the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or any event which Seabourn and/or the relevant Supplier could not even with all due care have foreseen or forestalled.

63. Seabourn does not include any shore excursions in the price. Shore excursions do not form any part of a Package. Shore excursions may be reserved after a Package has been booked from a separate shore excursions brochure or online. Reservations may be made for a specified period prior to the Cruise commencing. Purchases may also be made onboard the ship.



64. Any shore excursions booked will be supplied by local operators. Seabourn will at all times endeavour to appoint reputable and competent local operators who apply the local laws and regulations of the relevant country. Shore excursion operators are not Seabourn's servants, agents or suppliers. Seabourn is not responsible for any acts or omissions which are wholly attributable to the fault of the local operators. Seabourn does not operate, perform or otherwise organise and/or audit any shore excursions. All Guests must ensure that they are fit and healthy to undertake shore excursions. All shore excursions are governed by the terms and conditions in the shore excursions brochure.

65. All employees, agents, contractors and their sub-contractors (including Suppliers as defined in clause 1), as well as all insurers of both Seabourn and its Suppliers shall have the benefit of the same rights, defences, immunities and limitations available to Seabourn under these Conditions.

#### ACTIONS, CLAIMS AND TIME LIMITS

66. Any action by a Guest arising out of carriage by air or sea must be commenced within the time limit prescribed by the Warsaw Convention, the Montreal Convention, the Athens Convention 2002, EU Regulation 392/2009 or the 2014 Regulations, as applicable.

67. If a court or tribunal applies any law other than English law, Seabourn shall (in respect of all exclusions and limitations of liability) be entitled to the maximum protection allowed by that law including statutory protection of limitation as to the amount of damages recoverable.

68. Seabourn is a Member of ABTA, membership number V8764. Seabourn is obliged to maintain a high standard of service to Guests by ABTA's Code of Conduct. Seabourn can also offer Guests ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If Seabourn can't resolve a complaint, Guests can go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

#### CONSUMER PROTECTION

69. Seabourn provides full financial protection for all Packages. For flight-based Packages this is through Seabourn's Air Travel Organiser's Licence number 6294. In the unlikely event of Seabourn's insolvency, the CAA will ensure that Guests booked on flight-based Packages are not stranded abroad and will arrange to refund any money the Guest has paid to Seabourn for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). When a Guest buys an ATOL protected flight or flight inclusive holiday from Seabourn they will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where the Guest can get information on what this means for them and who to contact if things go wrong. Seabourn or the suppliers identified on the ATOL Certificate will provide the Guest with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither Seabourn or the suppliers are able to do so for reasons of insolvency, an alternative ATOL holder may provide the Guest with the services it has bought or a suitable alternative (at no extra cost to the Guest). The Guest agrees to accept that in those circumstances the alternative ATOL holder will perform those obligations and agrees to pay any money outstanding to be paid by the Guest under the Contract to that alternative ATOL holder. However, the Guest also agrees that in some cases it may not be possible to appoint an alternative ATOL holder, in which case the Guest will be entitled to make a claim under the ATOL scheme (or its credit card issuer where applicable). If Seabourn, or the suppliers identified on the 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) the Guest under the ATOL scheme. The Guest agrees that in return for such a payment or benefit the Guest assigns absolutely to those Trustees any claims which the Guest has or may have arising out of or relating to the non-provision of the services, including any claim against Seabourn, the Guest's travel advisor (or the Guest's credit card issuer where applicable). The Guest also agrees that any such claims may be re-assigned to another body, if that other body has paid sums the Guest has claimed under the ATOL scheme.

70. Not all Packages offered and sold by Seabourn will be protected by the ATOL scheme. All non-fly Packages sold by Seabourn in the UK are protected under the ABTA scheme of financial protection. In the unlikely event of Seabourn's insolvency, ABTA will ensure that Guests booked on non-fly Packages are not stranded abroad and will arrange to refund any money paid to Seabourn for an advance booking. Cruises sold overseas may be covered by consumer protection schemes in place in the country of sale or by the protection scheme operated by ABTA, and Guests should contact Seabourn for confirmation of what protection may apply to their booking.

#### DATA PROTECTION

71. In clauses 71 to 73, "you" means the Guest. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, Seabourn needs to use the personal information you provide such as name, address, any special needs, health, medical, mobility or dietary requirements, etc. Seabourn may pass personal information on to other relevant suppliers of your travel arrangements such as travel advisors, airlines, hotels, and transport companies. Your personal information may also be provided to security and/or credit checking companies, credit and debit card companies, government and enforcement agencies, public authorities such as customs and immigration if required by them, or as required by law. Seabourn may also use your personal information for the purposes of carrying out security checks. Your personal information may be shared with the police or other law enforcement or crime prevention agencies for security purposes. This may involve sending your personal information between different countries, including countries outside the European Economic Area (EEA) where controls on data protection may not be as strong as the legal requirements in this country. This may also apply to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If Seabourn cannot pass your personal information on to the relevant suppliers, whether in the EEA or not, Seabourn cannot properly affect your booking. For the safety and security of the ship and its Guests, Seabourn may operate closed circuit television (CCTV) in certain areas on board the ship during your Cruise. Please be aware, however, that Seabourn does not undertake to operate all cameras or monitor or record CCTV images at all times. Please be aware that there are photographers and camera crew on board the ship taking photographs and making films for guests to purchase at the end of the Cruise. They

are happy to take reasonable steps to avoid filming you where you indicate that this is your preference, but you may be included unless you tell us otherwise and we are unable to guarantee that you will not be included on an incidental basis. Please be aware that calls made to Seabourn, and calls received from Seabourn, may be recorded for the purposes of audit, training and the monitoring of services provided by Seabourn.

72. The personal information you provide to Seabourn, or which is obtained through your dealings with Seabourn or other Carnival group cruise brands, will also be used by Carnival plc and Carnival Corporation group companies or by processors on their behalf: to review your dealings with Carnival plc and Carnival Corporation brands including your purchasing and entertainment preferences; to review, develop and improve the cruises and services Carnival offers; for market research purposes and for statistical analysis. This may involve transferring your personal information to Carnival Corporation group companies in the US.

73. Seabourn is a Carnival plc brand. Carnival plc and Carnival Corporation group companies (including those in the US) may wish to contact you by post, email and/or telephone with news, information and offers from Seabourn and other Carnival group cruise brands (such as P&O Cruises, Cunard Line, Princess Cruises, Holland America Line, Carnival Cruise Lines and Costa Cruises). If you prefer not to be contacted for the purposes set out above please write to us at Customer Data Department, Carnival House, 100 Harbour Parade, Southampton SO15 1ST. If you wish to obtain a copy of the personal information held about you, please write to the above address. Carnival plc may make a charge for supplying this information as permitted by law.

9/15/15