

# BOOKING CONDITIONS

The following Booking Conditions together with our General Information form the basis of your contract. All bookings are subject to these Booking Conditions. The parties to that contract are yourself and Royal Caribbean Cruises Ltd. of Miami, Florida, the latter doing business as Azamara Club Cruises®. Royal Caribbean Cruises Ltd. accepts legal responsibility for the proper performance of this contract as set out below.

In these Booking Conditions, 'you' and 'your' means all persons named on a booking and 'we', 'us' and 'ourselves' means Royal Caribbean Cruises Ltd. trading as Azamara Club Cruises® ('Azamara' or 'Azamara Club Cruises'). RCL Cruises Ltd. is a UK registered subsidiary company and UK sales and marketing agent of Royal Caribbean Cruises Ltd.

If you purchase one of our standard fly/cruise packages, build your own package via our call centre or website or purchase simply a cruise-only holiday from us, you have the peace of mind in knowing that we shall have responsibility for the cruise element and all the other aspects of your holiday that we have organised for you.

## Cruise-only customers

If you book an Azamara Club Cruises® cruise-only holiday with us, you can have the peace of mind in knowing that we shall have responsibility for the proper performance of your cruise aspect of your holiday. If you book an Azamara Club Cruises® cruise-only holiday in conjunction with other services (such as flights, on-shore accommodation and/or ground transfers) which are arranged or provided by a travel agent or tour operator ('travel organiser') with whom you book (and not us), your contract for your entire holiday including the cruise and all other such services and arrangements will be with your travel organiser and not with us. The travel organiser's own Booking Conditions will apply to your contract (with the exception of section 5.13 (c)). Please ensure you obtain a copy of these from your travel organiser before or at the time of booking. Please note: we do not have any liability to you in these circumstances. However, in the event we are found liable to you on any basis, our liability and/or obligations to you or your organiser will be no greater or different to the liability and obligations we have under these Booking Conditions to consumers who have a contract with us. In any such situation we will be fully entitled to rely on all defences, exclusions and limitations contained in the Booking Conditions set out below.

## 1. Booking your holiday

### 1.1 How do I make a booking?

To book your chosen holiday, contact our Reservations Department on 0844 481 7690 or visit one of our authorised travel agents. Guests who purchase their holiday arrangements via our website need to ensure that all details are correct at the time of booking as amendment or cancellation charges may apply to any components that are requested to be changed at a later date due to any error or omission made by you.

You must pay a non-refundable deposit of £250 per person (or full payment if booking within 90 days of ship departure) at the time of booking when purchasing a standard fly/cruise or cruise-only holiday. Where you book a non-standard fly/cruise product or a build your own product, based on any additional components you book with us you may be required to pay a higher non-refundable deposit so we are able to secure your flight, hotel or transfer arrangements. Any increased non-refundable deposit payment required will be advised to you at the time of booking.

Please note: you are also able to book a future cruise whilst onboard one of our ships, using our 'Azamara Passages' programme. Please see the Cruise Sales Manager onboard for full details. Specific Terms and Conditions apply for Azamara Club Cruises® 'Reserved/Open Passages' bookings, so please ensure you ask for the UK & ROI version of these Booking Conditions at the time of making such a booking. Please note that any bookings made onboard will be subject to these Booking Conditions.

Your full name as it appears on your passport, as well as your date of birth, must be given at the time of reservation. Please note that any bookings made onboard will be subject to these Booking Conditions.

Please note that any payment you make to us using a debit or credit card will be settled via a bank in the US, and therefore your card issuer may choose to apply a foreign settlement fee. Please refer to the Terms and Conditions of your debit or credit card for details.

### 1.2 How will my holiday be confirmed?

Providing your chosen holiday is available and we have received all appropriate payments, we will email our Confirmation Invoice to you (if booking direct) or your Travel Agent. Please note: it may not be possible to confirm your flight details at this point. If so, these will be confirmed to you at a later date.

A binding contract between us only comes into existence when we send out our Confirmation Invoice. A contract will exist at this point, even if we are unable to confirm your flight details at that time. This invoice will show the balance due on your holiday that still has to be paid and also your flight details (where applicable and/or available).

Please check all details are correct as soon as you receive your Confirmation Invoice, electronic cruise ticket, flight tickets, ATOL certificate where applicable and any other documents from your Travel Agent or us. If any details appear to be incorrect, you must inform your Travel Agent or our Reservations department if booking direct within 7 days of us sending the document to your Travel Agent or you for all documents other than flight tickets and e-tickets and within 5 days for flight tickets and e-tickets.

Once your airline tickets have been issued, you must travel as per the itinerary in sequence as originally booked. Any flight sector not utilised will invalidate the ticket and the rest of the

itinerary will automatically be cancelled.

### 1.3 What information must I provide to you and why?

From time to time we may be required to pass on to national immigration authorities, airlines and/or possibly other authorised bodies certain personal and other details relating to our guests. You must provide us with specific information at the time of booking your cruise but no later than 70 days prior to your departure from the UK. This information includes certain personal information, passport, emergency contact and insurance details. We will inform you at the time of booking, or as soon as we become aware, of the exact details required and the date we require that information. By providing us with the details requested under these Booking Conditions, you consent to the sharing of your personal data with third parties including where necessary the transfer of your personal data outside the European Economic Area for the purpose of fulfilling this holiday contract with you.

If you fail to supply full and accurate details within the time limits we specify, we shall be entitled to refuse your booking or treat such failure to provide such information within the time limits specified as a cancellation of your holiday. Further, where we do not exercise our right to cancel your booking in these circumstances, you agree to reimburse us for any fines, surcharges or other financial penalties we incur as a direct consequence of any failure by you to provide full and accurate details within the time limits we specified to you.

We strongly recommend you visit our website at AzamaraClubCruises.co.uk and click on 'Already Booked' then 'Online Check-in' and submit these details online as soon as you make your booking - any details that subsequently change prior to departure can always be updated later. Providing this information online and prior to your cruise will enable us to release your air and cruise tickets, will significantly speed up your check-in process and can enable you to board the ship sooner and avoid any possible delays or queues at the cruise terminal. If you have not completed online check-in, you will be required to complete this process at the pier no later than two hours prior to the published sailing time. If you are unable to print your barcoded boarding Xpress pass, this may be due to an outstanding balance on your booking. If you have booked via a travel agent, please speak to your travel agent so that the funds can be transferred to us so that you can complete the online check-in process or where you have booked directly with us contact us to arrange the transfer of any outstanding payments.

Please note: all guests must be checked-in and onboard the ship no later than 90 minutes prior to the published sailing time or they will not be permitted to sail.

You will need to have your booking ID and date of sailing to hand or, if we have already received this information from you at the time of booking, verify that the details we are holding are complete and accurate. If you do not have access to the Internet, please see your Travel Agent or contact our Reservations Department if you have booked direct. They will advise you on how this information can be provided or verified. Our procedures may change and we will inform you of any changes at the time of booking or as soon as possible thereafter. We may need to pass the information you give us at the time of booking or later to the various suppliers who provide the elements which make up your holiday. At the time of printing this brochure, the EU airlines we use are also required to pass certain of their passenger data to the US Authorities. It may also be necessary for such data to be passed to other authorities also. This will include at least some of the information you provide to us. If you fail to supply the details requested, both fully and accurately, we are entitled to refuse your booking or, if you fail to provide them at a later date you may not be permitted to board your cruise ship and/or outward and/or return flight. We will not accept any liability in this situation and we will not pay you any compensation or make any refunds. You will be responsible for your onward/return travel arrangements. If failure to have this information results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. Please also see our Privacy Statement on page 69.

### 1.4 When is the balance due?

We must receive the full balance of the holiday cost not less than 90 days prior to departure. If we have not received all monies due to us in full and on time (including any surcharge where applicable), we shall treat such non-payment as a cancellation by you of your holiday. In this case, you will have to pay cancellation charges as set out below (see section 1.10).

### 1.5 What happens to money paid to a travel agent?

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf. For flight inclusive bookings, all monies paid to such authorised agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you. If you are unable to complete the online check-in process and print your barcoded Xpress boarding pass, this may be due to an outstanding balance on your booking. If you have booked via a travel agent, please speak to your travel agent so that the funds can be transferred to us to complete your online check-in.

### 1.6 What does the price include?

All prices quoted in this brochure are per person in UK Sterling and are based on two people sharing the specified stateroom. Some elements of your holiday, including what is and is not included in the price will vary by itinerary. However, generally fly/cruise prices include the following where applicable: full board accommodation and entertainment\* onboard ship; return international flights and connecting flights (as stated on the confirmation invoice); UK departure tax; port, hotel and airport transfers, as stated in the itinerary; hotel accommodation as stated in the itinerary (room only basis

unless otherwise stated), representatives at some overseas arrival airports on standard departure dates; and all relevant taxes excluding those set out below.

Standard fly/cruise pricing, as stated in the brochure, is based on the lowest fares available from a UK departure airport, which may be a regional airport, at the time of going to print. Please contact our Reservations Department, your travel agent or cruise specialist for further details.

All holiday elements featured in this brochure are subject to availability at the time of booking. If you have booked a cruise-only holiday we shall only provide the services relating to the ship as set out above. For build your own package guests, apart from the services relating to shipboard services as set out above, what is included will be as per your selection. Please always check your confirmation invoice on receipt to ensure it includes all relevant details.

Unless otherwise agreed, the price does not include non-UK departure taxes or airport improvement tax (on some itineraries this will have to be paid locally); shore excursions and personal expenses (for example, certain onboard drinks, laundry charges, health and beauty treatments, hairdressing, telephone calls, etc.); hotel meals onshore (unless otherwise stated); transfers by any method if not travelling on the standard departure date(s); travel insurance; service charges (Spa only), gratuities ashore; anything else which is not specifically mentioned as being included in the price.

\* A charge may be made for some entertainment activities onboard.

We reserve the right to include a fuel supplement when making a booking. The value of the supplement will be confirmed to you at the time of making a booking with us. Please note: if you are taking consecutive cruises there may be some duplication with regard to onboard programmes, meals and entertainment.

### 1.7 How do I obtain the lowest price per person?

The prices shown in this brochure are 'from' prices and are based on the lowest fares available at the time of going to print. The 'from' fly/cruise pricing, is based on the lowest fares available from selected UK departure airports (which may be a regional airports and/or indirect flights) of our standard fly/cruise products. Please contact our Reservations Department, your Travel Agent or your cruise specialist for further details. The 'from' prices are calculated using the lowest stateroom category available, but this pricing may not be available on all sail dates shown. The price will vary by ship, itinerary, sailing dates, stateroom category and departure airport if you purchase our fly/cruise package. Prices may change at any time, please contact your travel agent or our Reservations Department directly.

### 1.8 What is a 'Guarantee' (GTY) booking?

We may (at our discretion) offer you the option of making a 'Guarantee' (GTY) booking. This means you may book a stateroom of a guaranteed minimum category type, (specified by us prior to booking) on your chosen ship. However, the exact location of the stateroom on the ship will be allocated by us (at our discretion) and at any time up until checking in at the Port. Once your GTY stateroom has been allocated to you, we are unable to accept any changes requested by you. The benefits to you of a GTY stateroom are that after your booking has been confirmed, we may (at our discretion) upgrade your stateroom to one of a superior category to that originally booked at no extra charge to you. In any event, you are 'guaranteed' the minimum category of stateroom we agree to offer at the time of booking. If you have a specific requirement, or are travelling with family (especially children) or friends you wish to be located near to, or a specific stateroom location you would like, we suggest you do not book a GTY. At times, we may offer promotional GTY offers. Such promotional GTY categories are defined as follows:

- W - Club Suite
- X - Club Balcony stateroom
- Y - Club Oceanview stateroom
- Z - Club Interior stateroom

AX, AY and AZ are the accessible versions of the above. Please note: if you book 2 or more cruises to be taken consecutively (back to back) and either one or all cruises are booked under a GTY (guarantee) basis, there is the possibility that you will be allocated different staterooms on each cruise, therefore necessitating the need to move between staterooms on the changeover day between your consecutive cruises.

### 1.9 Will the price change?

We reserve the right to increase or decrease the prices of unsold holidays at any time. The price of your chosen holiday will be confirmed in accordance with section 1.2.

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price if transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or decrease or our costs increase or decrease as a result of any adverse or favourable changes in the exchange rates which have been used to calculate the cost of your holiday. Price increases or decreases after booking will be passed on by way of a surcharge or refund and we will impose any such variations within 30 days of the sail date of your cruise holiday. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this section.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to choose one of the options (a), (b) or (c) as set out in section 5.5 below.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in section 5.5 below. If you do not tell us that you wish

to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of the start of your holiday. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note: changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. Please also note that any changes you make to your booking may result in a change in price explained in section 1.11 below.

#### **1.10 If I have to cancel my cruise holiday, will I receive a refund?**

If you or anybody travelling with you wishes to cancel either your/holiday, the lead guest must contact us (if booking direct) or your travel agent and give notice in writing using registered mail or email to ensure safe receipt of the cancellation letter. The holiday will only be cancelled on the date we actually receive the written notice of cancellation. Generally if you cancel you will have to pay the cancellation charges set out below. Amendment charges cannot be refunded in the event of cancellation.

The following cancellation charges will apply calculated by reference to the full booking price of your holiday and reference to date is to the date your holiday commences:

| 90 days or more | Deposit only |
|-----------------|--------------|
| 89 - 61 days    | 50%          |
| 60 to 31 days   | 75%          |
| 30 days or less | 100%         |

Note: The minimum cancellation charge will always be the loss of deposit (including any increased deposit amount arising from a build your own package).

Any amendment or transfer fees will also be charged when a booking is cancelled. These fees are detailed in section 1.11. Please refer to section 1.11 when making a significant amendment within 56 days of your departure date for sailings departing before 1st January 2015 and 90 days for sailings departing on or after 1st January 2015, as your booking variation may be treated as a cancellation of your original booking and cancellation charges will apply. Therefore a new booking will then be created incorporating any new business rules or Terms and Conditions applicable at that time.

Please note: The date of departure means the date the arrangements you have booked with us commence. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to your insurance company. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you at the applicable higher price.

#### **1.11 Can I make changes to my booking after it has been confirmed?**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist you, we cannot guarantee we will be able to meet any such request. For guests wishing to make a significant amendment to their booking outside of 90 days from departure, such as changing the ship, sail date or brand, note that a booking transfer fee is applicable. Please note that any amendments for hotels, transfers and flights may result in the loss of the amount that was collected at the time of booking for these additional components. The transfer fee is £75 per guest which is limited to the first two guests on a booking, therefore any additional guests will not be charged as well.

Please note: the transfer fee is a non-refundable amount, which will be included in any cancellation charges as detailed in section 1.10.

Please also note: your booking will be re-priced in-line with the up to date business and price rules and a new confirmation invoice will be issued.

For all changes that we consider to be minor changes (such as a change of stateroom or name changes on an existing booking by way of example only) outside of 56 or 90 days from departure based on sail date as in 1.10, an amendment fee of £35 per guest per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. The amendment fee is a non-refundable amount, which will be included in any cancellation charges as detailed in section 1.10.

Passengers should note that suppliers may not allow name changes and that the booking may need to be cancelled and rebooked. The rebooking will always be subject to availability and to payment of any charges imposed by the supplier which may, in some cases, be the full cost of the ticket. Given that the transfer and amendment fees are both non-refundable, we would recommend that these amounts are collected from the guest at the time the changes are made, as they will be charged to the booking as part of any cancellation.

If you request a change within 90 days of departure, this may be treated as a cancellation of your original booking and cancellation charges as set out in these Terms and Conditions will be payable (see section 1.10). The changed arrangements will then be treated as a new booking.

If you or any persons travelling with you are prevented from taking the holiday due to medical reasons, you/they may give your/their place on the booking to someone else (suggested by you). In this situation, providing we are given not less than 7 days' notice in writing of your wish to make the change, we will permit the name change. The airline and flight routing may differ from the original assignment due to this name change.

You must produce documentary proof of the reason for the transfer of your/their booking with the request (e.g. a letter from a doctor etc.). Both the person who was originally due to take the holiday and the person who actually does so, must make sure that the administration fee and any charges/costs (see below) as well as any amount which is still due to be paid for the holiday, is paid in full before the change will be made.

#### **1.12 Will I need travel insurance?**

All guests should ensure that they have appropriate personal travel insurance in place as soon as possible after booking, but certainly before departure. This must include, as a minimum, cover for the cost of cancellation by yourself and the cost of medical treatment and assistance including repatriation in the event of accident or illness. It is your responsibility to make sure that the insurance you purchase is suitable and adequate for your particular needs and to purchase additional or alternative insurance if required. We would strongly recommend that you contact your travel agent or an independent insurance broker for details of suitable policies and the coverage included for situations such as industrial action or volcanic ash flight disruption. Please see your Confirmation Invoice for further details of our recommended insurance broker.

#### **2. Before you leave home**

##### **2.1 What about valuable or important items?**

Please make sure that all valuable and important items (for example: medicines, jewellery, fragile items, important travel and other documents, video/camera/laptop/mobile phone etc.) are carried by hand and not packed in your luggage and/or left unsecured in your stateroom or elsewhere onboard the ship. Special care must be taken of such items. For your protection once onboard, all valuable and important items should be deposited with the Guest Relations Desk or in your stateroom mini-safe. You are also strongly advised to take out appropriate and adequate insurance to protect such items. We cannot accept any responsibility or liability for any valuable or important items, which are not deposited with the Guest Relations Desk or with your hotel (booked with us) for safekeeping. For items which are so deposited, the maximum we will pay you if any item(s) is lost or damaged (for any reason) whilst in our care is the maximum which is payable under The Athens Convention (see section 5.8). So that we may assist as much as possible, you must tell us about the problem as soon as possible. If you discover the loss, delay or damage when onboard, you must immediately report it to the Guest Relations Desk. The time limits for notifying any loss, delay or damage, are as follows:

any damage or delay, which is apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) before or, at the latest, at the time of departure from the ship or, for other services, whilst using or at the end of using those services. Any loss, damage or delay, which is not apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) within 15 days of departure from the ship or the end of your using the service in question. In the event that you do not notify us within these time limits, this may affect our ability to investigate the loss, delay or damage and may impact on the way the complaint is dealt with.

In all cases, you must give credit for payments received from any airline and/or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any/all insurance companies.

##### **2.2 Are there any prohibited items that I cannot take with me?**

You must not pack in any luggage or bring onboard any item specified as dangerous or illegal. Weapons, illegal drugs, and other items that could interfere with the safe operation of the ship or the safe and secure environment of our guests and crew are prohibited. The following are examples of items that guests are not allowed to bring onboard but is not intended to be an exhaustive list:

- Firearms, explosives & ammunition, including realistic replicas
- Sharp objects, including knives and scissors (personal grooming items such as safety razors and scissors with blades less than 4 inches are allowed)
- Illegal drugs & substances
- Candles & incense
- Coffee makers, clothes irons, & hot plates
- Baseball bats, hockey sticks, cricket bats, bows & arrows
- Skateboards & surfboards
- Martial arts gear
- Self-defence gear, including handcuffs, pepper spray, night sticks
- Flammable liquids and explosives, including lighter fluid and fireworks
- HAM radios
- Dangerous chemicals, including bleach and paint

If we or the Master of the ship have reason to believe that any stateroom may contain any item or substance which should not have been brought onboard, the Master or an authorised officer has the right to enter and search the stateroom concerned and seize any such item or substance.

Your airline may also impose additional restrictions so please check your airline's conditions of carriage before you travel.

##### **2.3 What should I do if my property is lost, delayed or damaged during my cruise?**

This section applies in relation to any loss, delay or damage to property which occurs during your cruise or whilst getting on or off the ship or whilst using any services provided or arranged by us except for any claims in relation to any valuable or important items (see section 2.1) or in relation to air travel, including the process of getting on or off the aircraft (see section 2.4 below).

It is our guests' responsibility to remove all of their belongings from their stateroom when they depart their cruise. If an item is left onboard, whilst we will assist you in trying to recover the item, if we are unable to do so, then we cannot be held responsible and we will refer you to your travel insurance to make a claim for the item. Please note that items left behind

may be destroyed.

You must tell us about the problem as soon as possible. If you discover the loss, delay or damage when onboard, you must immediately report it to the Guest Relations Desk. The time limits for notifying any loss, delay or damage, and the maximum amount which will be payable by us or the supplier concerned, are as follows:

Any damage or delay, which is apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) before or, at the latest, at the time of departure from the ship or, for other services, whilst using or at the end of using those services. Any loss, damage or delay, which is not apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) within 15 days of departure from the ship or the end of your using the service in question. If you can prove that the damage, delay or loss was our fault or the fault of the supplier of a service that we agreed to arrange as part of your holiday, we will compensate you for the loss or damage you can prove you have suffered as a result, subject to and in accordance with The Athens Convention. However, the maximum we will have to pay you for any damage, delay or loss in these circumstances is the maximum which is payable in respect of cabin luggage under The Athens Convention.

This will also be the case where any property is damaged, delayed or lost whilst not onboard or getting on or off the ship but using other services (apart from air travel) which form part of the holiday we have contractually agreed to provide. In all cases, you must take account of payments received from any airline and/or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any/all insurance companies.

##### **2.4 What should I do if my property is lost, delayed or damaged during air travel?**

Any damage, destruction, delay or loss suffered during any travel by air (including the process of getting on and off the aircraft) must be notified to the airline at the time of discovery or, in any event, in writing within 7 days of the end of the flight concerned for damage, destruction or loss or within 21 days of the luggage being made available for you in the event of delay. Guests with flights booked via Azamara Club Cruises® should also contact our Guest Relations team onboard who will be able to assist. The maximum we or the airline will have to pay you in the event of any damage, destruction, delay or loss of luggage or property is the most which is payable under the relevant international convention or regulation. For most international flights, this will be the Montreal Convention 1999. Where the Montreal Convention 1999 applies, the maximum we or the airline will have to pay you at present for loss, destruction, damage, delay of luggage is the maximum payable under the Convention.

We and the airline will not be liable to pay any compensation in the case of delay affecting luggage if we or the airline can prove that the airline took all measures that could reasonably be required to avoid the delay or that it was impossible for the airline or its employees to take such measures. In the case of damage, destruction, delay or loss of luggage, if we or the airline prove that the damage, destruction, delay or loss was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his rights, we and the airline will not be liable for the damage, destruction, delay or loss, to the extent that such negligence or wrongful act or omission caused or contributed to the damage, destruction, delay or loss.

Subject to the above, we and the airline will only be liable for destruction or loss of, or of damage to, checked luggage on the condition only that the event which caused the destruction, loss or damage took place onboard the aircraft or during any period within which the checked luggage was in the charge of the airline. However, neither we nor the airline will be liable if and to the extent that the destruction loss or damage resulted from the inherent defect, quality or vice of the luggage. In the case of unchecked luggage, including personal items, we and the airline will only be liable if the damage resulted from the airline's fault or that of its employees or agents. In all cases, you must take account of payments received from any airline or other supplier in connection with your claim.

You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any insurance companies.

##### **2.5 What is my luggage allowance?**

Each adult passenger is permitted to bring onboard the ship or check-in only the wearing apparel and personal effects reasonably necessary for the cruise, which includes suitcases, trunks, valises, satchels, suit bags, containing clothing, toiletries and similar items. For the avoidance of doubt we are not obliged to transport items such as the tools of trade, household items such as white goods or any other items that are not customarily carried by passengers on cruise holidays. The maximum luggage allowance for guests boarding our ships is 90kg per guest, however, airlines also impose their own baggage allowance, with which you must also comply, this is usually less than the cruise allowance. Please note if you are sailing on a transatlantic cruise and you have booked a fly/cruise package, that your luggage allowance will be limited to the lower allowance, specified by the airline. Some guests may be aware that the baggage allowance is 20kg, but may not be aware that they are allowed one bag only at 20kg. Any additional bag will incur charges. There are always restrictions on the amount, size and weight of the luggage you may take on any flight, in particular where we are using non-scheduled services. We strongly recommend that you check with the airline for confirmation of your baggage allowance as in some instances baggage allowance can be limited to as little as 15kg. All luggage allowances are subject to variation by the airline concerned and you may be charged additional costs by the airline for excess luggage. Recently many airlines have reduced the number of free pieces of checked baggage you can take on transatlantic flights. Please check with your airline

# BOOKING CONDITIONS

for details. Please note: we reserve the right to strictly enforce the luggage allowance limitation. Please also note that if all or any portion of your flight is a charter operation, you must carefully check the luggage allowance, as it may not be the standard as offered by the airline operating the flight.

## 2.6 What are the passport and visa requirements for my holiday?

### Passports

If you are a British citizen (including children and infants), you must have your own full 10 year (5 year for children) passport which is valid for at least 6 months after your expected return date to the UK. Guests holding non-British passports should check with relevant embassies. It is no longer possible for children to be included on their parent's passport. Obtaining a full British passport presently takes approximately 4 to 6 weeks, but you should allow longer at busy times of the year. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. All guests should check with the relevant embassy prior to travel for the most up to date information on passenger requirements.

If you are travelling to the USA under the Visa Waiver Program, you and all members of your party (including children) must ensure that your passport is machine-readable. A British passport is machine readable when there are two lines of letters, numbers and chevrons (>>>>) printed across the long edge of the personal information page (the page with photograph and personal details). The machine readable text will appear on a white strip on older passports and directly on the pink page of newer passports. If there are no such lines of text on the personal information page, the passport is not machine readable. Since 26 October 2004, anyone travelling to the USA under the Visa Waiver Programme without a machine-readable passport needs a visa to travel to the USA. If you are travelling to the US under the Visa Waiver Programme and are carrying a passport issued on or after 26 October 2006, you will be required to have a biometric passport. British travellers with valid machine-readable passports issued before 26 October 2006, travelling to the US under the Visa Waiver Programme can still travel on their existing passport. If your passport is issued after 26 October 2006 and it is not biometric you will not qualify for visa free travel but will be required to obtain a visa. For more details on passports, please ask at the time of booking or contact the UK Passport Office. Please note: this information is particularly subject to change, and you must check the up to date requirements in good time before departure. Please also note: certain persons may not be eligible to enter the United States visa free under the Visa Waiver Programme. These include, but are not limited to, people who have been arrested, even if the arrest did not result in a criminal conviction and those with criminal records, (the Rehabilitation of Offenders Act does not apply to US visa law) etc. If you are in any doubt whatsoever as to whether you can travel under the Visa Waiver Program you are strongly advised to contact the Consular Information unit, United States Embassy, 24 Grosvenor Square, London W1A 1AE or visit [www.usembassy.org.uk](http://www.usembassy.org.uk) before you book your holiday with us.

### ELECTRONIC SYSTEM FOR TRAVEL AUTHORISATION (ESTA)

Be advised that it is a mandatory requirement that to be eligible to board any cruise or flight which will call at a US port of entry, Puerto Rico or the British Virgin Islands, all individuals intending to travel have either a valid visa, a Permanent Resident Card (Green Card) or a valid Electronic System Travel Authorisation (ESTA). UK nationals are eligible to apply via ESTA under the Visa Waiver Program. ESTA is an automated system operated and managed by US Customs and Border Protection (an agency of the Department of Homeland Security) and is used to determine whether intended travel by an individual to the United States, Puerto Rico or the British Virgin Islands (including transit stops) poses any perceived security risk to the United States. As such ESTA determines the eligibility of certain foreign visitors to travel to the United States under the Visa Waiver Program (VWP).

To apply under the Visa Waiver Program, please log on to the website at <https://esta.cbp.dhs.gov/esta> and provide the biographical and eligibility information required. A fee is payable on making an application. All payments must be made by credit card. Where ESTA approval is given, it shall remain valid for 2 years from the date of issue, unless certain personal information changes within the 2 year period. Please print off a copy of the ESTA for each member of your party as for cruise check-in, you will need to present this ESTA approval at the pier when checking in for a cruise that will call/finish at any US port, Puerto Rico or the British Virgin Island. Please note that entry to the United States will be finally determined by its own border officials on entry.

Airlines will also automatically check that passengers have the necessary ESTA approval or documentation to be eligible to travel and will require UK nationals who do not have a valid Green Card or visa to apply for their ESTA prior to being able to check-in. We strongly recommend that you complete the ESTA as soon as possible but in any event prior to arriving at the airport as any failure to obtain an ESTA is likely to result in the airline denying boarding. Please note that we cannot accept any responsibility if ESTA applications are rejected by US Customs and Border Protection. Where an ESTA application is rejected, affected individuals will need to apply for a visa via the US Embassy to travel to the United States. Passengers are also advised that on arrival into the US, customs staff will also require that a digital photograph be taken of all travellers, and they will have to also provide electronic finger prints. If you would like further information on this policy, please ask at the time of booking or contact the UK Passport Office or US Embassy.

### Visas

If you have a valid ESTA for each of your party under the Visa Waiver Program, no separate visa is required for travel to the United States, Puerto Rico or the British Virgin Islands (see previous paragraph for details). Please note: there may be a visa requirement for your cruise, particularly if you are visiting countries in Asia, the Middle East, China, India, Australia. We suggest that you contact our recommended visa agent, Visa Central, for advice and to purchase the most up to date visa requirements for your cruise. Established in 1997, VisaCentral is the largest visa agency in the UK and is part of the larger CIBT group of visa experts. This online service contains up-to-the-minute information on specific visa requirements for all nationalities to all destinations, and handles over a million possible visa requirements. Travellers do not have the expense of travelling to an embassy or the hassle of standing in a queue. To get up to date information about passport and visa requirements for your destination, please go online to <https://www.gov.uk/foreign-travel-advice>. Alternatively, you can email Visa Central at [specialservices@cibtvias.co.uk](mailto:specialservices@cibtvias.co.uk) or speak to a consultant by dialling 0044-207-620-6990. Visa Central offer special rates to Azamara Club Cruises® guests when arranging visas online through the above web address, or quoting Azamara Club Cruises® when phoning.

At the time of going to print, the visa requirements for British passport holders are as follows:

**CHINA** - A visa is required prior to departure. Please note: for UK passport holders, on certain itineraries the port of Sanya does not require a visa and entry can be arranged on the ship free of charge. Hong Kong is not part of China and as such, a visa is not required for British citizens. You must provide your full booking confirmation and holiday itinerary as the number of calls to Chinese ports, and if whether they are separated by calls to other countries will dictate the type of visa required.

**AUSTRALIA** - A visa is required prior to departure. Most guests will be eligible for an ETA (electronic authorisation linked to your passport).

**BAHRAIN** - UK passport holders can obtain a visa onboard the ship.

**OMAN** - A group visa will be issued onboard upon submission of the guest manifest. Guests are not required to do anything to be included in the group visa. For stays over 24 hours, there will be a visa charge of approx. \$15 per guest. Please note this service is not available to Israeli citizens.

**TURKEY** - British nationals need a visa to enter Turkey, except for cruise ship passengers with 'British Citizen' passports entering the country for a day trip, remaining in the port of embarkation and returning to the ship the same day.

If required, you can get an e-visa in advance online via <https://www.evisa.gov.tr/en/> (if you're visiting as a tourist or on business) or from the Turkish Consulate in London. Guests entering Turkey to join the ship must obtain their visa in advance.

**CANADA** - No visa is currently required for British passport holders. If travelling to Canada in 2016, please check up to date requirements with the Foreign and Commonwealth Office (<https://www.gov.uk/foreign-travel-advice/canada/entry-requirements>) as it is anticipated that travellers will need to register their visit prior to travel via Canada's Electronic Travel Authorisation (eTA) programme.

**INDIA** - A visa is required prior to departure for entry to India. Details are available on our website of application process. Cruise passengers may have to submit their booking confirmation and full itinerary when applying for their visa.

**INDONESIA** - Visa can be obtained on arrival for a fee. Passport 6 months minimum validity is required.

**ISRAEL, JAPAN, SINGAPORE, SOUTH KOREA, THAILAND, MALAYSIA, MONTENEGRO, CROATIA AND SLOVENIA** - Visas are not required for British passport holders.

**RUSSIA** - A visa is required if guests are making independent arrangements, however, a visa is not required if guests are on an Azamara Club Cruises® shore excursion for the duration of the tour. Please see our website for the most up to date details.

**VIETNAM, CAMBODIA AND PAPUA NEW GUINEA** - Visas can be purchased onboard the ship (approximately \$60-75 USD per visa). Important: these requirements should act as a guide only and are subject to change at any time (often there are requirements on passport validity length, even where a visa is not required). Guests holding a UK passport issued in the Isle of Man or the Bailiwicks of Jersey or Guernsey should also check their entry requirements as these differ in some countries as they may not be considered to be a full UK passport. Please note: the above visa advice is for British passport holders only. Guests who hold other nationality of passports should check with either Visa Central or with the relevant embassy of each port of call. Where visas can be purchased onboard, guests are asked to complete the online check-in process, including all mandatory information at [www.AzamaraClubCruises.co.uk/](http://www.AzamaraClubCruises.co.uk/) online check-in in advance of their sailing. Completing this information will significantly speed up the process for you and will avoid any possible delays and queues on the ship.

Please also note that there is a requirement to have a visa to travel to a particular country, even if a guest chooses not to disembark the ship in that country. The only exception to this rule is Russia where a guest is able to stay on the ship in St Petersburg and does not need to obtain a visa.

You must ensure that all guest names (including any middle names) are exactly the same as they appear on the cruise ticket as in their passport. If there is any difference, you may be refused entry onto your flight/cruise. Passport and visa requirements may change and vary by destination. We regret we cannot accept any liability if you are refused entry onto any flight or into any country, or otherwise suffer any difficulties or incur any costs as a result of not having the correct passport and/or any required visa(s). It is the sole responsibility of the guest to identify and obtain all required travel documents and have them available when necessary. These appropriate

valid travel documents such as passports, visas, inoculation certificate, letters for unaccompanied minors and family legal documents are required for boarding and re-entry into the United States and other countries. Guests who do not possess the proper documentation may be prevented from boarding their flight or ship or from entering a country and may be subject to fines. No refunds will be given to individuals who fail to bring proper documentation. Certain Port Authorities may from time to time ask to see photo identification when you depart the ship during the cruise. We strongly suggest that you take a photocopy of your passport in addition to your passport itself with you on holiday and carry the photocopy with you each time you depart the ship, separately to your passport, in order to minimise any inconvenience this may cause and to help with any situation where a passport is lost or stolen.

## 2.7 Are there any formal health requirements?

Please contact your G.P. for advice and the most up-to-date health requirements for all destinations featured in this brochure at least 8 weeks prior to travel. Information on health is also contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health Office and most Post Offices. Further travel advice can be found on <http://www.fitfortravel.nhs.uk/home.aspx> and [www.nathnac.org/](http://www.nathnac.org/). For European holidays, you will need a European Health Insurance Card (EHIC) to receive healthcare that becomes necessary during your visit to an EEA country or Switzerland free or at a reduced cost and you should obtain one prior to departure. You can obtain an EHIC card online at [www.ehic.org.uk](http://www.ehic.org.uk), or by calling the EHIC Applications Line on 0845 606 2030 or by post - pick up an EHIC application pack from your local Post Office branch. Cards should be delivered within 21 days. Please note: limitations on the use of the EHIC card apply. The EHIC card will enable you to receive medical assistance in an EU country but is not an alternative to travel insurance which we strongly recommend you obtain as soon as you make a booking.

Azamara Club Cruises® welcomes pregnant guests but will NOT accept guests who will enter their 24th week of pregnancy by the beginning of, or at any time during their cruise vacation. To ensure a healthy sailing, we request that guests complete a questionnaire at the port before check-in, to confirm if they are suffering from or showing symptoms of gastrointestinal type illness or other illnesses that spread easily from person to person.

## 3. From plane to port

### 3.1 How do I get to my cruise?

On our standard fly/cruise package holidays, we offer flight departures from a selection of UK airports. Connecting UK domestic flights are also available from a selection of regional airports. Some flights may incur a supplement which will be advised at the time of booking. Please note that we are not always able to offer a direct flight to our guests as this is subject to the airlines' schedules and availability.

Where you build your own package, if you require transfers you will need to add them to your booking as these are not added automatically. Please also note that where you are building your own package some flights may not necessarily return to the same airport in the UK e.g. a return flight to London Heathrow as opposed to London Gatwick so please check your details carefully before paying for your booking. All flights are also subject to the following conditions:

All flights are subject to availability and the Conditions of Carriage of the applicable airline which may be viewed on the airline's dedicated website or are available on request.

Whilst the dates of your outward and return flights will be advised at the time of booking, the flight timings and/or routing may not be shown on your Confirmation Invoice. Flight timings shown on your confirmation invoice are for guidance only and may change. Your confirmation invoice will show the latest planned timings. Your actual flight timings will be shown on the Air Arrangements page of your cruise e-docs, which you should check carefully as soon as you receive. We may not be able to inform you of your flight timings and routing for bookings made more than 10 months before departure.

Please note that your booked flight may not be the most direct route and may also involve more than one stop on route to your destination, which may involve you disembarking from the aircraft. Please also note that where guests are travelling together but booked on different booking numbers, we cannot guarantee that we will be able to book the same flight itinerary, as this is subject to availability.

This information will be provided as soon as we are in a position to do so. A contract between us will come into existence when we send out the Confirmation Invoice, even when we are unable to provide flight timings.

The flight timings and airlines shown on your Confirmation Invoice cannot be guaranteed and are subject to change. Whilst we endeavour to book the best connections between flights, a wait may be experienced at connecting airports.

We are not always in a position to confirm the route, service (scheduled or non-scheduled), airline, aircraft type or the airport of destination, which will be used in conjunction with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change (including the substitution of non-scheduled flights for scheduled air services and/or re-routing of air travel due to scheduled air services being withdrawn or changed or being unavailable). Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

In any event the actual flight times will be those shown on your tickets, which will be dispatched to you approximately four weeks before departure. You must accordingly check your tickets very carefully immediately upon receipt for confirmation of correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

Any amendments to your flight or other arrangements will be subject to availability and will incur an administration charge of £35 per person along with any additional costs and charges incurred by us or imposed by the airline or other supplier. If your flight tickets have been issued, standard airline cancellation penalties will also apply. In some cases, these could be the full cost of the ticket.

If you wish to travel on a particular carrier, flight routing, if your departure and/or arrival date differ from the standard flight inclusive package, a Custom Air fee of £20 per person may be payable along with any additional costs and charges incurred by us or imposed by the airlines.

### 3.2 What class of flight ticket/seat is booked?

Unless you book and pay for an upgrade, you will fly economy class. We strongly recommend that you check-in early if you have a particular seat request as we have no control over the allocation of seats. Flights are often full, your choice of seats may not be available, and it may not be possible to obtain seats together. Please note that only fully fit and able-bodied guests may occupy exit row seats on aircraft. Emergency exit seats will therefore only ever be assigned at the discretion of the airline at check-in. Please note that if you are flying with British Airways, then guests will need to log on to ba.com 24 hours before departure to pre-reserve your seats directly.

Some flights will involve a change of aircraft. Where applicable, and we are in a position to notify you, this information will be shown on your Confirmation Invoice. The flights used in conjunction with our cruises may be based on special fares and may not be by the most direct route. Flights may have at least one refuelling and/or other stop and this may not be shown on your confirmation invoice. Flights will either be by scheduled or non-scheduled service. All airlines operate a non-smoking policy.

We/the airline will endeavour to satisfy any special service(s) requests such as special dietary requirements, meet and assist and wheelchair assistance. Regrettably we/the airline cannot guarantee your request. Some medical assistance and some special meal requests may incur a charge by the airline, which will be invoiced accordingly. Please note that any request of this nature should be advised at the time of booking and confirmed in writing at least 45 days prior to your sail date. Please email [airsupportuk@azamarclubcruises.com](mailto:airsupportuk@azamarclubcruises.com) or fax 01932 820603. Not meeting any special request for any reason will not be a breach of contract. Please note: airlines may at their discretion refuse to carry passengers with certain medical conditions. You must provide details of all medical and physical conditions, which affect you, and/or any member of your party at the time of booking. See also sections 4.3, 5.2 and 5.6 below.

The ability to pre-book your seats and complete online check-in varies between airlines and ticket class. Please visit your airline's website for details.

### 3.3 What if I want to upgrade my standard air arrangements?

Subject to availability and paying any applicable difference in price, you can arrive in style by upgrading your flight. If you are interested in upgrading your flight to a destination featured in this brochure, please notify reservations at the time of booking and we will provide details at that time or your request will be passed on to the Air Sea department. Please note that the upgrade package may differ from the upgrade package offered by the airline.

### 3.4 What if my flight is delayed?

Regrettably, flight delays do occasionally occur. In this event, the airline concerned may provide you with refreshments, and if necessary, may provide overnight accommodation depending on the expected length of the delay, the time of day and the airport in question. We cannot accept any liability for any delay, which is due to any of the reasons set out in section 5.7 of these Booking Conditions (which includes the behaviour of any passenger on the flight who for example fails to check-in or board on time).

Please note: If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. 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. If the airline does not comply with these rules you can make a complaint via the Civil Aviation Authority. See [www.caa.co.uk](http://www.caa.co.uk) for further details.

## 4. Onboard ship

### 4.1 What are the dining arrangements?

Open seating in the main dining room means guests can eat whenever they choose between 6:00pm - 9:30pm. Dining times may vary slightly on port days due to shore excursion departures.

### 4.2 What about special diets?

Azamara Club Cruises® can accommodate the following special diets onboard: vegetarian, diabetic, low-fat, low-sodium, low-cholesterol diets. Other special diets such as kosher meals, gluten-free and lactose-free may be available upon advanced request. Note: kosher meals are pre-packed and are only available for dinner in the main restaurant. Please

note that kosher food and other special meal requests may not be the same standard and offer the same range as the food provided under the general menu. Please submit your dietary request in writing at least 90 days prior to your sail date giving as much detail as possible as to your particular requirements. Please email [specialistservicesuk@azamarclubcruises.com](mailto:specialistservicesuk@azamarclubcruises.com) or fax 01932 820603. We will endeavour to accommodate reasonable requests, although we cannot guarantee we will be able to meet requirements. Please ask your Travel Agent for further information.

Please note that whilst we are able to take requests for specific dietary requirements and take note of food intolerances, this is confined to the main restaurant on each ship. We are unable to guarantee or accept responsibility that the food served in any other food establishment onboard ship will be able to cater for specific dietary requirements and food intolerances.

### 4.3 What about special services/requirements?

We seek to assist those guests with disability and reduced mobility by making reasonable endeavours to cater for those with special services/assistance requirements. For those with disability or reduced mobility we will seek to ensure comfortable travel through airports, piers and onboard by liaising with airlines, port agents, hotels, transport companies and of course our ships to make any reasonable and necessary arrangements for assistance for genuine medical reasons. Likewise we also endeavour to also cater for special dietary requirements for religious and/or medical grounds e.g. gluten or dairy free, kosher meals.

Please advise us in writing of any special requirements you may have at the time of booking e.g. the carrying of any special medical equipment, assistance animals, wheelchairs, assistance at the airport/port/onboard or relating to ship or hotel accommodation at the time of making a booking. We will also provide with your first Confirmation Invoice a 'Guest Special Needs' form (also available on our website) which we ask you to complete and return to us no later than 90 days before travel as this gives you the opportunity to consider and advise us in detail of any special requirements you may have in writing.

Where we cannot provide appropriate support or the services as requested we will advise you as soon as possible. The request/information can either be emailed to [specialistservicesuk@azamarclubcruises.com](mailto:specialistservicesuk@azamarclubcruises.com), faxed to 01932 820603 or posted to Guest Services Unit at Azamara Club Cruises, Building Three, The Heights, Brooklands, Weybridge, Surrey, KT13 0NY, United Kingdom. Should your needs change after booking or you become aware that you need assistance as described above you must notify us immediately and we will make reasonable efforts to assist you at that time.

### 4.4 Can a special request be guaranteed?

Regrettably no. If you have a special request, please give details in writing to your Travel Agent or us (if booking directly) at the time of booking. Whilst we and our suppliers will endeavour to meet reasonable special requests, we regret we cannot guarantee that we/the supplier will be able to do so. Not meeting any special request for legitimate reasons will not be a breach of contract. If a special request can only be met at an additional cost, except where contrary to the requirements of applicable law, that cost will either be invoiced prior to departure or will be payable locally. Confirmation that a special request has been noted and passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless specifically agreed by us in writing at the time of booking, we cannot accept any booking that is conditional on a special request being satisfied. Such bookings will be treated as normal bookings subject to the above comments on special requests.

### 4.5 Shore excursions and activities.

The information contained in our brochure is correct to the best of our knowledge at the time of the brochure going to print. Our brochure descriptions may refer to activities, which are available in the ports you are visiting. We have no involvement in any such activities, which are neither run, supervised nor controlled in any way by us. They are provided by local operators who are entirely independent of us and we act as the agent for these operators. They do not form any part of your contract with us even where we suggest particular operators/centres and/or assist you in booking such activities in any way.

Accordingly, we cannot accept any liability in relation to such activities and the acceptance of liability contained in section 5.7 of our Booking Conditions will not apply to them. We cannot guarantee accuracy at all times of information given in relation to such activities or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

If you feel that any of the activities mentioned in our brochure, which are not part of our contract, are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resorts/area information and or such outside activities, which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of the booking.

Special arrangements for those guests with reduced mobility or disability may be available on certain shore excursions that have been risk assessed as suitable. For details including any cost consequences for making those special arrangements, please email [shoreaccess@rccl.com](mailto:shoreaccess@rccl.com) with details of any special requirements. Where applicable, please also provide wheelchair/scooter dimensions, weight and battery type.

## 5. Additional information

### 5.1 What if I am travelling with a group?

Please consult your travel agent or us directly for deposit, payment, cancellation and other information. Terms and Conditions for those travelling in a group are different to those that apply to individual bookings.

### 5.2 What about guests with special needs?

You must ensure that you are medically and physically fit for

travel, and that such travelling will not endanger yourself or anyone else. At the time of booking (or as soon as possible if the condition arises after booking) you must tell your Travel Agent (or us if booking direct) in writing about any assistance or requirements that you have relating to accommodation, seating or services on your holiday including medical assistance or a requirement to bring medical equipment onto the cruise. We also ask that you notify us of any medical or physical condition which will or may require medical treatment or attention during your holiday or which may or will affect your holiday in any way (including your use of any services or facilities) in order that we can prepare accordingly and make all reasonable efforts to accommodate you in a safe manner. Any assistance or requirements that you have relating to accommodation, seating or services including medical assistance or a requirement to bring medical equipment must be advised to us, where known at time of booking. Should your needs change after booking or you become aware that you need assistance as described above you must notify us immediately and we will make reasonable efforts to assist you at that time. Where we cannot provide appropriate support or the services as requested we will advise you as soon as possible. Except as set out below, our ships have a limited number of accessible staterooms, equipped with features designed to help guests with a mobility disability or other disability who may find a non-accessible stateroom restrictive. Guests who book these staterooms must sign and return the form we provide in order for us to ensure that they are only allocated to those guests who have a genuine medical need for them. We reserve the right to reassign guests to a standard stateroom where there is no genuine medical need for an accessible stateroom or cancel the booking, in order to ensure the above. Please contact our Reservations Department for further information. Guests who use wheelchairs must provide their own collapsible wheelchair and may find certain areas of the ship inaccessible. If you would like to bring a motorised wheelchair or scooter onboard you must complete the Guest Special Needs Form we provide with your first Confirmation Invoice and then send it to our Special Services department (see section 4.2) at time of booking to provide the details and dimensions as size limitations may apply and we may not be able to accommodate this request. Certain conditions (for example: use of tenders or some shore excursions) may prevent guests with wheelchairs from going ashore at certain ports of call. We regret we must reserve the right to refuse to allow anyone to travel in accordance with EU Regulation 1177/2010. This includes a refusal in order to meet safety requirements established by international, union or national law or those competent authorities, or where the design of the ship or port infrastructure (including terminals) and equipment makes it impossible to carry out the embarkation, disembarkation or carriage of a guest in a safe or operationally feasible manner. If you think you may require assistance please speak to us at the time of booking so we can consider any special requirements you may have.

### 5.3 Are there any age restrictions?

On ships departing from ports in Europe, Asia, South America, Australia or New Zealand, no person under eighteen (18) (a 'minor') may sail on any cruise holiday or have a stateroom on his or her own unless accompanied by a parent, a legal guardian or authorised person\* who is over the age of eighteen (18). Please note that for any of our ships sailing from a port in the US or Canada, the minimum age for the above policy will be twenty-one (21).

For minors under the age of eighteen (18) at the start of the sailing who are not travelling with at least one of their parents or a legal guardian, written authorisation for an authorised person to accompany the minor must be provided from a parent/legal guardian.

Minors travelling with an adult(s) who is not the parent or legal guardian shall be required to present (a) the minor's valid passport, (b) all applicable visas and (c) \*where the minor is under the age of eighteen (18), an original legally affirmed or notarised letter signed by at least one of the child's parents/legal guardians. Where such letter is required, the letter must authorise the travelling adult to take the minor(s) on the specified cruise and must authorise the travelling adult to supervise the minor, sign applicable sports waivers and permit any medical treatment that must be administered to the minor which in the opinion of the treating doctor needs to be carried out without delay. A letter can be legally affirmed or notarised by a practising solicitor, notary or commissioner for oaths for a fee. If such evidence is not produced, the minor(s) concerned will not be permitted to board the ship or undertake the cruise. Azamara Club Cruises® will not be responsible for any costs, expenses or losses suffered as a result either by the minor affected, the person(s) paying for their cruise (if not the minor him/herself), or any persons travelling with the minor who decide not to continue with the holiday as a result of the failure to produce a letter of authorisation as set out above.

Please note: the parent(s)/legal guardian(s) travelling with a child who has a different surname to the parent(s)/legal guardian(s), will be required to produce official proof such as a full birth certificate/wedding certificate/divorce papers to prove that they are the parent(s)/legal guardian(s) of the children concerned. Proof of legal guardianship is also required where there is a minor travelling with their legal guardian. Individual staterooms can be booked by married couples whose minimum age is sixteen (16) (proof of marriage is required at time of booking). Individual staterooms may only be occupied solely by minors where such staterooms are adjacent (directly opposite or next door) to the stateroom of the parent or legal guardian of the minor. Onboard there are certain facilities where each entry is restricted by age. Persons using the AquaSpa must be over the age of eighteen (18). Full details of onboard facilities with age restrictions are contained within the Daily Programme, which is available from the Guest Relations Desk.

The minimum age for infants to sail is six (6) months, as of the date of sailing and twelve (12) months, as of the date of sailing for Transatlantic, Transpacific, Hawaii, Australian, selected

# BOOKING CONDITIONS

South American cruises and other selected cruises. For the purposes of this policy, any cruise that has 3 or more days consecutive at sea will require infants to be twelve (12) months old on the first day of the cruise. The health and safety of our guests is our number one priority. As such, in consideration of the limitations of the shipboard medical facility, equipment and staff, the company cannot accept waivers, releases or requests for exceptions to this policy.

## 5.4 What about advanced or delayed sailings and changes in the itinerary?

We regret we cannot guarantee that ships will call at every advertised port or follow every part of the itinerary. Itineraries may change from time to time, both before and after your sailing departs. Azamara Club Cruises® and the Master of the ship have the right to omit or substitute any port(s), call at any additional port(s), vary the order of call for ports, change the time of arrival at, departure from or time spent at any port of call, deviate from the advertised itinerary in any way or substitute another ship. Where possible, you will be advised of any significant changes to your confirmed itinerary before departure from the UK - see section 5.5. Changes to the last confirmed itinerary for your cruise may become necessary after you have departed from the UK for a variety of reasons such as prevailing weather and sea conditions, guest emergencies, providing assistance to other vessels and the ship being unable to operate at its normal speed(s) due to unexpected mechanical or technical problems. We will of course do our best to avoid any changes that will have a significant detrimental effect on your last confirmed itinerary. However, we cannot accept any liability in respect of any changes that result from circumstances outside our control (see section 5.10) or which do not have a significant detrimental effect.

## 5.5 Can you change or cancel my holiday?

Occasionally, we have to make changes to and correct errors in the brochure and other details both before, and after, bookings have been confirmed and, even more rarely, cancel confirmed bookings. There may be a requirement to carry out maintenance/building works on your cruise. Where the works are likely to seriously impair your holiday, we will notify you as soon as possible. Occasionally we may also be forced to cancel a US back to back cruise due to local legal restrictions preventing us from allowing you to travel on this basis but will endeavour to advise you promptly after making such a booking if this is necessary (see Q&A What about Consecutive cruises?).

Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements; or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper; or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note: the above options are not available where any change made is a minor one.

### What is a significant change?

A significant change is a change to your confirmed holiday, which we can reasonably expect will have a significant effect on it. Examples of what we consider are significant and minor (defined below) changes are as follows:

Significant change: examples include a change from two days spent in ports of call to two days sailing instead; a change in UK departure airport (excluding changes between the local airports) and a change in the time of your outbound flight by more than 12 hours on a 14 night holiday.

Minor change: examples include a change from one port of call to another.

A change from one day's port of call to one day sailing; a change in timings for any port(s) of call but the ship still calls at all confirmed ports; a change in order of ports that are visited and a change in the time of your departure that is less than 12 hours on a 14 night holiday.

Very rarely, we may be forced by 'force majeure' (see section 5.10) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

## 5.6 Can you refuse to allow me to travel?

If on our reasonable opinion or the reasonable opinion of the ship's Master or doctor, you or any member of your party are or appear to be unfit to travel for any reason or a risk or danger to yourself or a danger to others (including by reason of pregnancy, entering their 24th week of pregnancy at any point of the cruise - see section 2.7) or you or any member of your party behave in such a way as to cause or likely to cause danger, upset or distress to any third party or danger to property. In this situation we are entitled without prior notice to refuse to allow you and/or any member of your party to travel on any ship and to terminate your cruise holiday at any time. You may then be left at any port or place at which the ship calls without our incurring any liability. You will have to pay any costs, expenses or losses suffered as a result, and

we will not pay any compensation or give you any refund. Once your holiday has been terminated in this manner, we will not have any further responsibility towards you.

To ensure a healthy sailing, we may also request that guests who arrive at check-in and are showing symptoms of gastrointestinal type illness or other illnesses that spread easily from person to person may be asked following consultation with our medical staff to reschedule their cruise.

The same right to refuse to allow you to travel or to use any services applies where you are or appear to be unfit to travel or otherwise behave badly as set out above during any other part of your holiday.

If you have failed to give proper notice of any assistance or needs you require in accordance with section 5.2 and in accordance with EU Regulation 1177/2010 we reserve the right to refuse to allow you to travel. Please also see section 1.3.

On every Azamara ship, we are committed to providing every guest with a cruise holiday that is excellent. To further ensure that you and your fellow guests receive exactly that, we have developed a set of Guest Behaviour Policies which are available onboard. IMPORTANT: A violation of Azamara Club Cruises® Guest Behaviour Policies are cause for appropriate corrective action, including confiscation of improper materials or items ejected from the ship or refusal to allow you to travel on or termination of future cruise bookings. These policies are subject to change without notice and without liability to Azamara Club Cruises®. Azamara Club Cruises® is free to adopt additional rules not stated in these policies.

## 5.7 What is your liability towards guests?

(1) Subject to section 5.8 below we promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Booking Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note that it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in section 5.10 below

Notwithstanding the above, we do not seek to exclude liability for death or personal injury as a result of our negligence.

Please note: we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

Please also note: we cannot accept responsibility for any services, which do not form part of our contract. This includes, for example, any additional services or facilities, which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure, and we have not agreed to arrange them. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. For shore excursions, please refer to section 4.5. Shore excursions do not form any part of your contract with us even where we suggest particular operators/centres and/or assist you in booking such activities in any way. Accordingly, we cannot accept any liability in relation to such activities.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK, which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature, which might lead a reasonable holidaymaker to refuse to take the holiday in question.

## 5.8 What is your limit of liability towards guests?

The provisions of the Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 as supplemented and/or varied by any other applicable legislation from time to time in force including, but not limited to Regulation (EC) No 392/2009 (together 'The Athens Convention') applies to your cruise as well as the process of getting on and/or off the ship.

For any claim involving death or personal injury or delay of or loss of or damage to luggage the only liability we have to you is in accordance with The Athens Convention. This means you are not entitled to make any claim against us which is not expressly permitted by The Athens Convention or which is in excess of the limits provided by The Athens Convention.

Any claims covered under The Athens Convention must be made within the time limits set out in The Athens Convention. The Athens Convention limits the maximum amount we as the carrier have to pay if found liable in the event of death or personal injury and for claims concerning luggage and valuables. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is, except as otherwise expressly set out in the Booking Conditions, the most the carrier or hotel keeper concerned would have to pay under the International Convention or Regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and/or for airlines with an operating license granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air). Please note: where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money that you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request. If you have booked a cruise together with an international flight or regional flight transfer from us - please also see section 3.4. The current maximum limits that apply under the Athens Convention in the event of our liability for death or personal injury caused by a shipping incident is 250,000 SDRs (approximately £237,000) unless such is caused by an act of war, natural phenomenon, civil war, terrorism or any other exception set out in the Athens Convention. Where we are found to have been negligent this limit is increased to 400,000 SDRs (approximately £379,000). The limit of our liability for death and personal injury for non-shipping incidents is limited to 400,000 SDRs (approximately £379,000). In the event of our liability for damage and loss to baggage, where baggage is deposited with the ship, this is limited to 3,375 (approximately £3,200) and for damage and loss to cabin luggage this is limited to 2,250 SDRs (approximately £2,100).

## 5.9 What happens if I have a complaint?

In the unlikely event you have a reason to complain whilst away, you must immediately notify the Guest Relations Desk onboard ship and the supplier of the service(s) in question (if not us). This is to ensure that we are given the opportunity to address and to attempt to resolve any issue you raise. Any verbal complaint must be put in writing and given to the supplier and us as soon as possible. If a problem cannot be resolved to your satisfaction and you wish to follow this up you must write to us on your return to the address below. You must give your booking reference number and full details of your complaint within 28 days of your return from holiday unless a different time limit applies to your claim - see section 2.1, 2.3, 2.4 and 5.8. We will only accept complaints from the lead name of a booking. If your complaint is written on behalf of other members of your travelling party, their full names and booking reference numbers must be clearly stated in the correspondence together with their authority for you to handle the complaint on their behalf.

If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

Any dispute between us, which cannot be settled by agreement, may be referred to the Association of British Travel Agents (ABTA).

ABTA offers a complaints procedure to assist you in resolving any dispute with us. In the alternative, where ABTA does not help you to settle the dispute, ABTA offers an arbitration and mediation scheme that is administered independently of the travel industry. For personal injury and illness claims, a mediation scheme is also available. Fees may apply to use of arbitration and mediation services.

For further details of the arbitration and mediation scheme, visit ABTA's website at <http://abta.com/go-travel/travel-clinic/arbitration-and-mediation> or call their consumer helpline on 020 3117 0599. If you do not wish to use the ABTA Arbitration and Mediation scheme or the dispute is not resolved as a result of using the service, you may go to Court. We both agree that any dispute, claim or other matter arising out of or in connection with your contract or your holiday with us will only be dealt with by the Courts of England and Wales. The contract between us is governed by English law. Royal Caribbean Cruises Ltd. (RCCL) and RCL Cruises Ltd are both ABTA members and shall allow any dispute arising out of an alleged breach of contract or negligence (by them, occurring on bookings that are made or sail after the date of joining ABTA only) to be referred to arbitration arranged with the Chartered Institute of Arbitrators. It shall be subject to such time, financial and other restrictions as from time to time shall apply.

We can only pay you compensation if the following conditions are met:

- If asked to do so, the person(s) affected must transfer to us any rights they have against the supplier or whoever else is responsible for your claim and complaint.
- The person(s) affected must agree to cooperate fully with

us and our insurers if we or our insurers want to enforce any rights transferred to us.

Customer Relations Department, RCL Cruises Ltd, Building 3, The Heights, Brooklands, Weybridge, Surrey KT13 0NY, United Kingdom. Tel: 01932 834139. Email: [customerrelationsuk@azamarclubcruises.com](mailto:customerrelationsuk@azamarclubcruises.com)

Please note: we are able to respond quicker to correspondence sent to us via email than correspondence sent by post in most circumstances.

#### **5.10 What about circumstances which are outside your control?**

Except where we specifically say otherwise in these Terms and Conditions, we cannot accept any liability or pay any compensation where your holiday and/or any other services we have promised to arrange or provide cannot be provided at all, or as promised or you otherwise suffer any damage or loss as a result of circumstances which are outside our control ('force majeure'). When we talk about circumstances which are outside our control, we mean any event which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care. Such events are likely to include war or threat of war, acts of terrorism or threats of such acts, riots or civil unrest, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks, epidemics, mechanical difficulties (which we could not have anticipated or avoided despite our normal comprehensive mechanical checks) and all similar circumstances which are outside our control.

#### **5.11 Brochure validity**

You must ensure that you are using an up-to-date brochure when you book your holiday. We cannot accept any liability whatsoever for any mistakes and/or any incorrect/inaccurate information which results from the use of an out of date brochure.

#### **5.12 What other conditions apply to my holiday?**

Airlines, hotels, lodges, rental companies and our other suppliers have their own conditions, which will apply to your holiday, we strongly recommend that you refer to these. Some of these conditions may limit or exclude the airline's or other supplier's liability to you, often in accordance with International Conventions. Copies will be available from our suppliers.

#### **5.13 Is my money safe?**

##### **A. Standard Fly/Cruise and Build Your Own Package (incorporating flights) Holidays**

All our flight inclusive holidays in this brochure are financially protected by the ATOL Scheme. Royal Caribbean Cruises Ltd. (RCCL) and RCL Cruises Ltd both hold an Air Travel Organisers Licence (ATOL no 10372 and 3088 respectively) issued by the Civil Aviation Authority ('CAA'). This means that if you purchase an Azamara Club Cruises® flight inclusive cruise holiday, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. You will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organisers Licence numbered either 3088 or 10372. All the flight inclusive cruise holidays in our brochures and on our website are financially protected by the ATOL scheme under our applicable ATOL number. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. For more information about financial protection and the ATOL Certificate go to <http://www.atol.org.uk/ATOLCertificate>.

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 or a suitable alternative (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 the 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 you have booked an Azamara Club Cruises® flight inclusive cruise holiday via one of our authorised travel agents, all monies you have paid for that booking will be protected by the above arrangements regardless of whether that travel agent becomes insolvent before or after we have issued our confirmation invoice. In this event, you will be required to pay any outstanding balance due (if any) directly to us (or any other travel agent nominated by us) in accordance with these Booking Conditions in order to receive your holiday. If you have booked an Azamara Club Cruises® flight inclusive cruise holiday via one of our authorised travel agents you should receive from the travel agent a confirmation invoice issued by us which shows that we have arranged the flights as well as the cruise part of the holiday.

Where a travel agent acts as our agent for a booking, any payments of money accepted by the travel agent from you is held on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the travel agent's obligation to pay such funds to us as ATOL holder for so long as we do not fail as a business.

If we as ATOL holder fail as a business, any money held at that time by the travel agent acting as our agent, or subsequently accepted from you by the travel agent is and continues to be held by that travel agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us as principal ATOL holder.

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 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.

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 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.

##### **B. Cruise-Only and Build Your Own Package (not incorporating flight services) holidays**

Royal Caribbean Cruises Ltd. (RCCL) and RCL Cruises Ltd are both members of ABTA with membership numbers Y1650 and L8357/Y3001 respectively. ABTA and ABTA members help holiday makers get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA: 30 Park Street, London, SE1 9EQ. Tel: 020 3117 0500 or [www.abta.com](http://www.abta.com).

When you book an Azamara Club Cruises® cruise-only holiday via one of our authorised travel agents, all monies you pay for that booking will be held by the travel agent on your behalf until we issue our confirmation invoice. Until that point, your monies are not protected by our ABTA membership or your other arrangement. We therefore recommend that you use a travel agent who offers their own financial security arrangements so that in the event that the travel agent becomes insolvent before we issue our confirmation invoice all monies that you have paid to that travel agent will be refunded to you.

In the event that our authorised travel agent becomes insolvent after we have issued our confirmation invoice, then all monies you have paid to that travel agent for that cruise-only holiday are protected by our ABTA membership. You will be required to pay any outstanding balance due (if any) directly to us (or any other travel agent nominated by us) in accordance with these booking conditions in order to receive your holiday. If you have booked a cruise-only holiday with us you should expect to receive from the travel agent a confirmation invoice issued by us, which shows that we are responsible for the cruise part of your holiday only.

Please note: for the purpose of ABTA protection, this will include any additional components including any on shore hotel accommodation and/or ground transfers arranged by us as part of your cruise booking with us. Where there is a flight element to your booking this will be protected by virtue of our ATOL protection (see above).

##### **C. Cruise-Only Holidays plus other services arranged by your travel agent or tour operator**

You may book an Azamara Club Cruises® cruise-only holiday in conjunction with other services (such as flights, on shore accommodation and/or ground transfers) that are arranged or provided by a travel agent or tour operator ('travel organiser') with whom you book. In this situation, your contract for your entire holiday including the cruise and all other such services and arrangements will be with your travel organiser and not us. Your holiday will not be protected by our ATOL or ABTA membership. Instead, you must check that your travel organiser has their own ATOL (if your holiday includes any flight(s)) or other appropriate financial security arrangements to protect all monies you pay to that organiser for your holiday and to repatriate you if already abroad (if applicable) in the event of their insolvency.

You should receive a confirmation invoice issued by the travel organiser showing that they are responsible for providing all elements of your holiday.

In the event of insolvency of the travel organiser before we have received full payment from them for the cruise-only element of your holiday, your cruise-only booking may be cancelled and we will be under no obligation to provide you with that cruise, or any refund or any compensation. In such circumstances, you should seek compensation from the financial security arrangements (if any) that the travel organiser has made. For further information visit the appropriate websites: [www.atol.org.uk](http://www.atol.org.uk) or [www.abta.co.uk](http://www.abta.co.uk).

#### **5.14 Price and brochure accuracy**

Azamara Club Cruises® policies and procedures are constantly evolving. At the time of printing, all those listed in this brochure were correct. Please note: the information, itineraries and prices shown in this brochure may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure that you check all details of your chosen holiday with your travel agent, or with us direct, at the time of booking.

#### **5.15 Common Interest Groups**

From time to time we may have various common interest groups onboard attending for example conventions, conferences, seminars, training courses, competitions, tournaments or speciality holidays such as cookery and dancing courses. These groups may take place on the dates when you are sailing with us. While we envisage that this will not affect the overall normal day-to-day operation of the ship, there may be occasions when certain facilities are unavailable to you whilst these groups are onboard.

#### **PRIVACY STATEMENT**

For the purposes of the Data Protection Act 1998, and any associated legislation, RCL Cruises Ltd is a data controller.

In order to process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names and addresses of party members, credit/debit card or other payment details and special requirements; such as those relating to any disability or medical condition, which may affect the chosen holiday arrangements, and any dietary restrictions which may disclose your religious beliefs. We may also need to collect other personal details such as your nationality, citizenship, gender and passport details in addition to the details mentioned above. If we need any other personal details, we will inform you before we obtain them from you.

We need to pass on your personal details to the companies and organisations that need to know them so that your holiday can be provided (for example your airline, hotel, the ship operator, other supplier, credit/debit card company or bank). We may also be required, either by law or by applicable third parties (such as Immigration Authorities) to disclose your details for various reasons; for example in the interests of protecting national security.

However, such disclosures will only be made if permitted by the Data Protection Act 1998 and any associated legislation. Such companies, organisations and third parties may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or to involve suppliers outside these countries. We would also like to store and use your personal details for future marketing purposes, (for example sending you a brochure or details of a promotion). All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs) will be kept confidential. However, we will use only names and contact details for marketing purposes. You can write to the Marketing Department at RCL Cruises Ltd if you wish to not receive marketing and promotional material from us.

We are entitled to assume you do not object to our doing any of the things mentioned in this statement unless you tell us otherwise in writing. Except where expressly permitted by the Data Protection Act 1998 and any associated legislation, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We are entitled to charge a fee to respond to such a request (presently a maximum of £10). We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances, we are entitled to refuse your request. If you believe that any of your personal details, which we are processing, are inaccurate or incorrect please contact us immediately. Enquiries should be addressed to Customer Relations Department, RCL Cruises Ltd, Building Three, The Heights, Brooklands, Weybridge, Surrey KT13 0NY, England. Email: [customerrelationsuk@azamarclubcruises.com](mailto:customerrelationsuk@azamarclubcruises.com).

#### **CCTV (Closed Circuit Television)**

We use CCTV to monitor images on all Azamara ships for the purpose of crime prevention and the safety of our guests. We store these images for a short time in case they are needed by investigative authorities. For further information please contact Azamara Club Cruises®.

#### **Company Information**

Royal Caribbean Cruises Ltd doing business as Azamara Club Cruises®, is a company with principal place of business at 1050 Caribbean Way, Miami, Florida, registered Liberia, Company Number C-38863.

RCL Cruises Ltd is a company with registered office address at Building 3, The Heights, Brooklands, Weybridge, Surrey, KT13 0NY, United Kingdom. RCL Cruises Ltd, registered in England and Wales Company Number 07366612. RCL Cruises Ltd is a subsidiary of Royal Caribbean Cruises Ltd.

The General Information & Booking Conditions apply to both on-line and telephone bookings made from 9 September 2015. The current Azamara Club Cruises® brochure contains all available cruise-only and fly/cruise products as of this date and replaces all previous editions whilst the website [AzamaraClubCruises.co.uk](http://AzamaraClubCruises.co.uk) always contains the most up to date cruise-only and fly/cruise products available.

We make every effort to ensure the content contained in our brochures and on our website is accurate. While every effort is made to ensure the accuracy of both our brochure and our website content, regrettably errors do occasionally occur from time to time, and information contained in our brochures may have changed since printing. Where there is a price error, we will advise you and give you the opportunity to either pay the correct price or cancel your booking. Azamara Journey, Azamara Quest, are trade/service/ registered marks of Royal Caribbean Cruises Ltd.

Ships' registry: Malta

At Azamara Club Cruises®, we pride ourselves on the quality of our staff. We are committed to ongoing training, a part of which sometimes involves the recording of telephone calls.

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#### **\*\* FOR TRAVEL AGENTS ONLY \*\***

##### **CruisingPower**

[Cruisingpower.co.uk](http://Cruisingpower.co.uk) is our easy to use travel agent website. It is a central source of information for Azamara Club Cruises®, which provides you with tools to market and sell cruises with ease and professionalism.

##### **eDistribution Support Desk (Travel Agent Automated Booking Tools Support)**

For a password or any other assistance with [cruisingpower.co.uk](http://cruisingpower.co.uk), CruiseMatch and other automated booking tools, please contact:

Hours: Mon - Fri: 9:00am - 5:30pm

Phone: 0844 493 4019

Fax: 01932 820603

E-mail: [automationuk@azamarclubcruises.com](mailto:automationuk@azamarclubcruises.com)