

# 2016/2017/2018 UK Terms & Conditions

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**THE FOLLOWING TERMS AND CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN CRYSTAL CRUISES AND YOU. PLEASE READ THEM CAREFULLY, AS WE ARE BOTH BOUND BY THEM.**

**THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE. THIS IS A CONTRACT.**

## **2016, 2017 & 2018 GENERAL U.K. BOOKING TERMS & CONDITIONS**

### **Effective 01 December 2015:**

Please read these Terms & Conditions carefully. They include important information you will need to know before you book a Crystal cruise, and form the Terms & Conditions of your contract with The Company. In addition, carriage by Crystal Cruises and or Crystal Yacht Cruises or Crystal River Cruises shall be subject to Crystal's own Conditions of Carriage which are available on request or can be accessed on [www.crystalcruises.co.uk/UKCOC](http://www.crystalcruises.co.uk/UKCOC)

### **1. Terms of the contract:**

The Crystal Cruises Inclusive Fly-cruise arrangements in this brochure are organised and offered for sale in the United Kingdom by Mundy Cruising plc. trading as The Cruise Portfolio of 50-51 Wells Street, London, W1T 3PP ("the Company") upon the terms of these conditions and the information contained in this brochure. Although all of the information contained in this brochure has been described in accordance with the latest information available at the time of printing, the Company reserves the right to make changes, though any change will be notified to you before you conclude a contract with the Company. Carriage by Sea is performed by Crystal Cruises, LLC (Crystal Cruises or the Carrier) of 11755 Wilshire Boulevard, Suite 900, Los Angeles, California 90025, whose ships "Crystal Symphony" and "Crystal Serenity" are registered in the Bahamas and includes the companies' dba as Crystal Yacht Cruises and Crystal River Cruises. References in these booking conditions to Crystal Cruises are a reference to any one of these Crystal entities.

### **2. Booking procedure and deposit:**

In order to make a booking, please contact your ABTA Travel Agency or the Company. Complete and sign the booking form contained within this brochure. The person signing the booking form accepts these conditions and the brochure information on behalf of all persons named on the booking form. All references to “you” or “your” shall be a reference to all persons who are part of the booking. The booking form should then be sent to the Company or handed to your ABTA Travel Agent together with a deposit of 20% per person for all categories. All monies you pay to the travel agent are held by him on behalf of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at the time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. The holiday arrangements shown in the brochure are flexible – if you wish to extend your stay pre- or post- cruise, upgrade your flights or make any other arrangements, please put full details in writing at the of time booking. If you do not do so, you will be required to pay the booking amendment fee when changes are made (see section 20).

### **3. Contract:**

Your Contract is with the Company and your cruise is performed by Crystal Cruises LLC whose Conditions of Carriage are expressly incorporated into these Booking Conditions and can be viewed at [www.crystalcruises.co.uk](http://www.crystalcruises.co.uk). You can also obtain a copy from the Company. The person signing the Booking Form must be over the age of eighteen (18). The Contract with the Company is concluded when the Company issues a confirmation invoice. This will be sent to you by the Company or your ABTA Travel Agent. Full payment of the balance shown on the confirmation invoice is required no later than 100 days prior to departure. If the booking is made and accepted within 100 days of departure, then full payment must be sent with the completed booking form. Failure to pay in full by this time may result in cancellation of your cruise and forfeit of your deposit.

### **4. Prices:**

The prices shown in this brochure may have changed by the time you come to book your holiday. Although we make every effort to ensure that the pricing shown in the brochure is accurate at the time of printing, regrettably errors do occur, and you will be advised of the current price of the holiday when your contract is confirmed.

The Company's prices are based on known costs and projections at 30<sup>th</sup> June 2015 and it does not expect to have to make any changes. However, the Company reserves the right to vary prices up or down at any time up to 30 days before departure to allow for variations in: a) exchange rates, b) transportation costs, including the cost of fuel and, c) increases in general tax rates (such as VAT) imposed by any country including dues, taxes or fees chargeable for services such as embarkation and disembarkation fees at ports or airports. Even in these cases, the Company will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and amendment charges). (Any increase will be calculated by reference to the total cost of the variation to the Company divided by its best estimate of the number of Passengers likely to be affected, so as to arrive at a per capita increase). If this means paying more than 10% on the holiday price, you will be entitled to cancel your

holiday with a full refund of all money paid except for any premium paid to the Company for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed in the invoice or such other time as may be specified.

The cruise fare for all sailings includes all normal shipboard services and facilities plus all non-alcoholic beverages, select wines and liquors and gratuities for house-keeping, dining and bar staff. The cruise fare does not include port, security and handling charges, fuel surcharges, other surcharges, airfare and transfers (unless otherwise noted), taxes, gratuities, visa fees, laundry or valet service, or any item or service whatsoever of a personal nature, such as medical treatment, expenses incurred on board or ashore in connection with medical treatment, condition or medical disembarkation, massage, spa services or hairstyling.

Shore excursions and meals ashore are not included in the cruise fare for cruises on the Crystal Serenity or the Crystal Symphony.

On Crystal Yacht Cruises expeditions/experiences are included in the price. Passengers will be required to have the required level of physical fitness and mobility for the shore excursions and or water sports on offer, a release may need to be signed to participate in some events. This is to ensure that Passengers are fully aware of any risks and safety procedures to follow.

Passengers will not be asked to waive liability for any negligence of the supplier.

In relation to River Cruises, Passengers will be offered a choice of complimentary guided shore side adventures featuring cultural, soft and active options in every port.

Free air where indicated, may be included in the published cruise fare. Miscellaneous charges levied by the air carriers for services, including but not limited to luggage, meals, special seat assignments or any other airline provided service are the Passenger's responsibility. If a Passenger does not choose to participate in the available Free Air Programme, the cruise-only credit will be applied against the published cruise fare.

All offers may not be combinable with other promotions, apply to first two Passengers in stateroom or Suite, are capacity-controlled, subject to availability and may be changed or withdrawn at any time. Fares shown herein are based on a beneficial exchange rate, fixed until 30<sup>th</sup> June 2015. To receive preferential fares based on this rate of exchange guests must book before 30<sup>th</sup> June 2015.

All charges for services and products provided on board the Ship must be settled in cash, traveller's cheques and personal cheques to limits acceptable to Crystal Cruises or by credit card acceptable to Crystal Cruises and before the guest's final disembarkation from the Ship. Any and all payments shall be made in the currency of the United States of America or other currency acceptable to the Carrier. Any other expenses incurred by you shall be payable to Crystal Cruises on demand and prior to leaving the Vessel.

## **5. Passports and visas:**

All Passengers are required to be on board the Ship at least 90 minutes before departure time.

British Passengers should carry a full British Passport, valid for at least 6 months after the end of your holiday. Other nationalities should also carry a full passport. Visas may be required for some ports of call. Please check with your travel agent or Crystal Cruises.

It is your responsibility to ensure that you have valid and appropriate travel documentation including passports and visas for each person travelling with you for eligibility to travel at the time of embarkation and throughout the cruise and the various ports of call for the Cruise. In addition to immigration and customs requirements, the U.S. Government and others place restrictions on the carriage of persons whose names appear on Government watch lists or who are deemed legally ineligible to travel. It is your sole responsibility to ensure your legal eligibility to travel. You are advised to check with the appropriate Government authority to determine the necessary documents and travel eligibility requirements. If you or anyone travelling with you become ineligible to travel for any reason, or are travelling without proper documentation, then you will not be allowed to board the ship. Under no circumstances shall the Company or Crystal Cruises be liable for any costs, damages or expenses whatsoever incurred by you or anyone else as a result of such denial of boarding.

## **6. Health requirements and Insurance:**

You represent and warrant that you and everyone travelling with you are physically and otherwise fit to travel. The ship visits numerous ports in a number of countries. You are solely responsible for checking with your doctor as to which vaccination or medication are recommended or required for those countries for those travelling and for any assistance dogs.

Unwed, unrelated couples must be 18 or over to be booked in the same stateroom. Crystal Cruises is unable to accommodate children under six (6) months of age and reserves the right to restrict the number of those under three (3) years of age aboard the Ship. Any child under the age of eighteen (18) must be accompanied by an adult over the age of eighteen (18). In addition, if the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian and received by Crystal Cruises at least 30 days prior to sailing. Guests aged 17 and under must be in a stateroom either with a parent or authorised guardian over 21 years of age. No one under the age of eighteen (18) is permitted in the Ship's casino or to participate in any monetary-based games of chance (including Bingo) on board.

The Company or Crystal Cruises cannot accept any responsibility for your failure to comply with the necessary medical, passport or visa requirements. Crystal Cruises and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. You and all persons travelling with you agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. In the

interest of health and safety Crystal Cruises may deny boarding to any person who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Where illness is diagnosed on board the vessel you and all persons travelling with you agree that you/they may be required to remain in their staterooms for such duration as required by the ship's doctor. Refusal to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. Refusal to remain in the stateroom or otherwise reasonably co-operate or follow the Doctor's or Captain's instructions following illness may result in being disembarked at the next port of call. Neither the Company nor Crystal Cruises shall have any liability to you or any person travelling with you in the event of denied boarding or disembarkation. You must pay or reimburse Crystal Cruises for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services, including, but not limited to such costs and expenses incurred by or on account of services provided by port agent and other shoreside service providers, including luggage shipping costs.

For reasons of health and safety and the structure of the ship, Passengers travelling on Crystal River or Crystal Yacht Cruises must be fully mobile. We are not able to offer individual assistance to any Guest for walking, embarking or disembarking or travelling on buses or other forms of transportation.

There are no elevators and 3 flights of stairs on board the Crystal Esprit. There is no wheelchair access or disabled staterooms. All suites have windows not verandas/ balconies. Zodiacs or Wider boats are used for water landings on remote islands and beaches. Some landings are by wet landing (boat beaching of local boats). Many itineraries include extreme adventure activities including challenging hikes which require a good level of physical fitness and do not have vehicles and or there are restrictions regarding access. Please also read Sections 8 and 10 very carefully regarding relevant restrictions for Passengers with medical problems or those who are Disabled or have Reduced Mobility.

“Disabled Person” or “Disabled” or “Disability” means any physical or psychiatric disability or other medical condition which affects the Guest's health and or ability to participate in the Cruise.

“Person with Reduced Mobility” means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaption to his particular needs the service made available to all Guests.

All Passengers must have adequate insurance cover against cancellation, illness, repatriation loss of luggage etc. You should advise name of your own insurer so to indicate to the Company you have in fact taken out adequate insurance cover.

## **7. Pregnancy:**

If you or anyone travelling with you is pregnant you/they understand and acknowledge that prenatal and early infant care, in particular, may require specialised diagnostic facilities and/or treatment that are not obtainable during the Cruise on board the ship and/or ashore in ports of call. The ship's doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by the Company or Crystal Cruises in respect of the inability to provide such services or equipment. Passengers must take into account that there is no doctor on board Crystal River Cruises.

The Company and Crystal Cruises recommend that pregnant women should seek medical advice prior to travel at any stage of their pregnancy. The Carrier does not have adequate medical facilities for childbirth on board its ships. Crystal Cruises is unable, for reasons of safety, to carry pregnant Passengers who are 23 weeks or more at the start or by the end of the cruise. The Company will not therefore, accept bookings for women who are 23 weeks pregnant at any time during the cruise.

All pregnant women who are less than 23 weeks are required to produce a doctor's letter stating that mother and baby are in good health, fit to travel taking into account the proposed Itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery calculated from both the last menstrual period and ultrasound (if performed). Crystal Cruises cannot carry any pregnant woman who does not comply with this requirement and will refuse passage to any woman who appears to be in an advanced state of pregnancy. Neither the Company nor Crystal Cruises shall have any liability whatsoever in respect of any refusal to carry a pregnant woman.

#### **8. Medical facilities/ treatment on board and ashore:**

There is no legal requirement to have doctors or medical facilities (other than first aid) on board River Cruises. The River Cruise ships do not therefore have doctors on board. Should Passengers require medical attention then local medical services can be contacted for emergency treatment. The cost of such treatment is the Passenger's sole responsibility.

The Passenger acknowledges that whilst there is a qualified doctor on board the Crystal cruise ships and the Crystal Yacht it is the Passenger's obligation and responsibility to seek medical assistance if necessary during the Cruise. The ship's doctor is not a specialist and the ship's medical Centre is not required to be and is not equipped to the same standards as a land based hospital. The ships medical Centre is not designed for the provision of extensive or continuing treatment. The ship carries medical supplies and equipment in accordance with the requirements of its flag state and international law. Neither the Company nor the ship's doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result. Charges will apply for services dispensed by the ships medical Centre. The Company shall not be liable for any aspect of medical treatment provided to the Guest, including, but not limited to, the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish the Passenger. The Company makes no warranty as to the quality of any such medical services.

If Passengers have any medical condition which may need emergency treatment then this must have been disclosed at the time of booking in order for a risk assessment to be undertaken. Passengers may be asked to provide medical evidence to ensure that they can be safely carried. This will be dependent in each case on the extent of illness, mobility, the itinerary, length of cruise and the structure of the ship. Failure to notify at the time of booking can result in carriage being denied by the Company if reasonable arrangements cannot be made on the date of embarkation to carry the Passenger safely. In those circumstances there will be 100% cancellation charges. If a Passenger is required to remain on board the Ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason which is not the fault of the Company, then the Passenger must pay or reimburse the Company for all resulting costs and expenses.

In the event you or anyone travelling with you have to be landed for medical treatment ashore no representations are made regarding the quality of medical treatment at any port of call or at the place at which you are landed. Medical facilities and treatment do vary from port to port. Any cost or expense which is reasonably incurred by Crystal Cruises for or on behalf of yourself or any person travelling with you in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by you/them to Crystal Cruises, whether or not such sum is covered by your/their travel insurance. The Company and Crystal Cruises reserve the right to take any action that they consider appropriate to recover any such costs or expense and You/they agree to fully indemnify and reimburse the Company or Crystal Cruises in respect of such costs and expenses.

If you require dialysis on board the vessel you must notify the Company at the time of booking and every effort will be made to see if this can be accommodated on board the ship. Please note that the medical facilities on board the ship are NOT equipped to perform dialysis. The shipboard doctors are not trained to provide dialysis treatments but are able to assist in emergency situations. All dialysis equipment and medication must be provided by the Passenger. This includes antibiotics. A risk assessment shall be carried out at the time of booking by the Carrier to ensure that you/they can be carried in these circumstances safely and in accordance with applicable laws. Dialysis is unlikely to be carried out on River cruises as there is no doctor on board and the ships are smaller with different amenities. See Sections 6 and 10.

In relation to any other medical equipment there are limited storage facilities on board. There are restrictions on the number and type of oxygen cylinders which can be carried in staterooms. The ships medical centre cannot refill or supply oxygen cylinders liquid oxygen is strictly prohibited. You must notify the Company prior to booking of any medical or mobility equipment you wish to take on board the ship.

## **9. Children:**

Crystal Cruises is unable to accommodate children less than six months (6 months) of age and may restrict the number of those who are less than three (3) years of age onboard the Ship. Any child under the age of 18 must be accompanied by an adult. If the adult accompanying the child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian prior to sailing. Parents can have two related children booked in the same stateroom, provided one of them is at least sixteen (16) years of age. No one under the age of eighteen (18) is permitted in the Ship's Casino or to participate in any monetary based games of chance (including Bingo) on board.

No one under the age of eighteen (18) shall be served alcohol onboard the Vessel. When docked or anchored in US Ports or within the three mile limit, alcoholic beverages will not be served to guests under the age of twenty-one (21).

#### **10. Disabled passengers or passengers with Reduced Mobility:**

##### **For Passengers Travelling on Crystal Cruise Ships**

The Company and Crystal Cruises priority is always the comfort and safety of its Passengers as well as complying with the strict legal requirements of the law relating to safety of life at sea. In order to achieve these objectives, any Passengers with a Disability or Reduced Mobility must at the time of booking and before boarding to provide as much detail as possible of the matters given below to the Company/your ABTA Travel Agent/ Crystal Cruises so that the Carrier can consider its obligation to carry the Passenger in a safe and operationally feasible manner, taking into account any issues relating to the design and facilities of the ship or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage which may therefore have an impact on the Passenger's safety and comfort.

See also sections 6, 8, 11 and 12.

You are asked to provide full details if you or anyone travelling with you is unwell, infirm, Disabled or has Reduced Mobility prior to Carriage. You/they are also asked to provide full details:-

- a) If the Passenger requires a Disabled stateroom. The cruise Ships have a limited number of such accessible staterooms available on a "first come first serve" basis. There are no disabled staterooms on Yacht or River Cruise Ships.
- b) If the Passenger has any special seating requirements.
- c) If the Passenger has need to bring any electrical or other medical equipment on board.



d) If the Passenger needs to bring a recognised assistance dog on board the vessel. Please note that assistance dogs may be subject to national certificate regulations. An assistance dog must provide a physical service to the guest in order to qualify as an assistance dog.

Please ask for our Special Needs form in order that we can assess your personal requirements. Where Crystal Cruises considers that it is strictly necessary it may require a Disabled Person or Person with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Carrier assessing the person's need on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary.

If you or anyone travelling with you has any particular medical conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organised by you/them and at your/their expense. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of specialised care for physical or psychiatric or other conditions.

Crystal Cruises may refuse to carry any person who has failed to adequately notify the Company/ Crystal Cruises of any Disabilities or needs for assistance in order for the Carrier to make an informed assessment that the person can be carried in a safe and operationally feasible manner on the grounds of safety.

If you or any person travelling with you become aware between the date of booking the cruise and the date of commencement of the cruise that you/they will require special care or assistance as detailed above then you/they are asked to inform the Company/Crystal Cruises and/or the Carrier immediately so that the Carrier can make an informed assessment whether or not you/they can be carried in a safe and operationally feasible manner. If after careful assessment of your or any person travelling with you their specific needs and requirements, the Company or Crystal Cruises conclude that you/they cannot be carried safely and in accordance with applicable safety requirements then the Company can refuse to accept a booking or Crystal Cruises can refuse embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety. In those circumstances you will be entitled to request that the Company or the Crystal Cruises provide the reasons to you in writing within 5 working days. See also Complaints in section below.

Some ports of call are anchorage ports which require the use of tenders or other forms of small craft to go ashore. Passengers who are Disabled and or have Reduced Mobility may have difficulty in safely using the tender or small craft and must not therefore do so. In the event of any Disabled passenger or Person with Reduced Mobility seeking to use the tender or small craft when it is not safe to do so then the officer in charge of the operation and or the Captain of the Ship can refuse to allow the

Passenger to use the tender on the grounds of safety. Guests are required to volunteer any Disability or Reduced Mobility which may affect their ability to embark/disembark the ship by any means to the officer in charge of tender operations.

Any Passenger in your booking confined to a wheelchair is asked to furnish their own standard size collapsible wheelchair and the Passenger must also be accompanied by a travelling Passenger fit and able to assist them. Wheelchairs and scooters must not be more than 22' in width. In order to comply with Safety of Life at Sea and other Regulations each stateroom is limited to two pieces of medical and or mobility equipment to a combined total value of 2250 SDRs (approx £2158.50). The Carrier can give permission in writing to allow these limits to be exceeded. The Carrier's assessment will be based on safety and reasonableness. Wheelchairs and walkers cannot be carried on tour buses due to space limitations. Passengers in wheelchairs will not be manually handled or carried by crew or contractors at any time into tenders, on ramps, transportation of any kind. This is a significant health and safety risk for the Passenger and the individuals. Please note that third party facilities ashore such as restaurants, hotels and other tourist providers may not be able to cater for wheelchair users. Wheelchair users cannot be carried on River or Yacht cruises due to the limitations of the ship which make it impossible or operationally it is not feasible to carry the Passenger safely. See Section 6.

#### **For Passengers travelling on Crystal Yacht and River Cruises**

Crystal Yacht and River Cruises are dedicated to providing a safe and comfortable cruise experience for all Passengers and do not discriminate against any person on the basis of disability and shall make every effort to accommodate the needs of persons with Disabilities. Safety of Passengers, taking into account, all relevant safety Regulations and the design and structure of the ship is the paramount consideration.

The staterooms and public spaces on board the Crystal Yachts do not have any elevators and are not constructed to be wheelchair accessible. There is no elevator access to board the yachts. As a result, the Crystal Yachts are not be suitable for full time wheelchair users or people who are unable to walk unaided or significantly relying solely on wheelchairs or other aids for transportation and or mobility. Passengers with Reduced Mobility and other Disabilities which impact on their mobility and independence should take note that not all ports of call are accessible and the situation may change depending on the time of year, weather conditions and port traffic. Yacht and River cruises are not suitable for Passengers who are full time wheelchair users or who need assistance. All Passengers must be able to negotiate 3 flights of stairs and embark and disembark the vessel via Zodiac or other water craft. See below and also Section 6.

Gangways and port access vary greatly around the world and, in ports where the ship must anchor; guests are taken ashore tenders and/or ferries which may not be wheelchair accessible, as well as zodiacs, which are not wheelchair accessible. Further, all Passengers must be physically able to safely embark and disembark tenders, zodiacs and other craft taking into account the possibility of movement between the craft and the ship even in the best of weather conditions.

Crystal Yacht Cruises reserves the right, without liability, to refuse to board or transport Passengers whose medical condition, limited mobility or disability is not compatible with security rules and requirements specific to the navigation area, or who, in Crystal Yacht Cruises' opinion is unfit for travel on the yachts. The Captain's decision on these issues is final. Any Passenger who has concerns should contact <mailto:reservations@cruiseportfolio.co.uk> or telephone 020 7399 7601 to discuss their mobility/ disability before booking their cruise. You may be asked to supply medical evidence regarding mobility prior to a booking being made.

In the unlikely event of an emergency, all guests must be fully mobile and able to exit the yachts safely. If guests are unable to meet the minimum safety requirements, even when provided with appropriate auxiliary aids and/or services, Crystal Yacht Cruises may find it necessary to ask the guest to make alternative travel arrangements.

In respect of Crystal Yachts or River Cruises, the cruise subject to the ship structure and itinerary may be unsuitable for Passengers who need assistance dogs. A risk assessment will be carried out at the time of booking. It is important that Guests provide as much information as possible.

#### **11. Medical Equipment:**

It is your responsibility or that of any person travelling with you requiring to bring any medical equipment on board the ship to notify the Company at the time of booking in writing if you/they need to have medical equipment on board and providing details of what type of equipment this might be so that the Company can inform the Carrier in order that the Carrier can ensure that the medical equipment can be carried and/or carried safely.

It is important that you or any person travelling with you contact the manufacturer or supplier to ensure that any medical equipment you/they are intending to bring on board is safe to use. It is your/their responsibility to arrange delivery to the Ship prior to departure of all medical equipment. It is your/their responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive. You/they must be able to operate all equipment.

Portable oxygen tanks and oxygen concentrators may subject to space and applicable regulations be used on board, provided that the Company is notified in writing at least 30 days prior to sailing and it has obtained the Carrier's consent in writing in respect thereof. Liquid oxygen is not permitted on board.

Medical equipment to be brought on board River Cruises is limited. There are no doctors on board and the facilities are limited.

See Sections 6, 8 and 10.

## **12. Pets and Service Dogs:**

Pets and other animals are not allowed on board the Ships. The Carrier must agree at the time of booking or prior to embarkation, in writing, that you or anyone travelling with you can bring a recognised service dog on board the ship. Prior notification is required in order to determine whether the Carrier can accommodate the service dog. If you or anyone travelling with you has not provided this information the Carrier cannot guarantee that the assistance dog will be carried. There may be national certificate requirements. It is the Passenger's responsibility to check the requirements at each port to include embarkation, disembarkation as well the various ports of call. The service dog must provide a physical service to the Passenger to qualify as an assistance dog. In respect of Crystal Yachts or River Cruises please read sections 6, 8 and 10. The cruises, subject to the ship structure and itinerary may be unsuitable for Passengers who need assistance dogs. A risk assessment will be carried out at the time of booking. It is important that you provide as much information as possible.

## **13. Special diets and requests:**

The Company will endeavour, but does not guarantee, to meet any special diet requirements or special requests which you may have. These should be advised in writing at the time of booking.

Some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If you or anyone travelling with you has any known allergies, or is intolerant to any food, you/he/she is required to report it to the Maître d'hôtel as soon as convenient after boarding the ship. It is your/their responsibility to ensure that you/they actively avoid any food you/they are allergic to. The Carrier will take all reasonable care if made aware in writing of any specific food or ingredient that you/they have an allergic reaction to and will assist you within reason to avoid any such food or ingredients if made aware by you/them prior to ordering such food. The Carrier is not under any obligation to prepare or provide special meals for you or anyone travelling with you.

## **14. Security**

Weapons, ammunition, explosives, substances that are hazardous, disabling, or illegal, or any other article that in the opinion of the Master of the ship shall be deemed dangerous, are strictly prohibited aboard the Ship. Such additional dangerous articles include, but are not limited to, firearms, stun guns, swords, ice picks or knives. A more comprehensive list of prohibited items is available through the Carrier from the Company. Any such items shall be surrendered to the Captain at embarkation, and may be disposed of in the sole discretion of the Captain.

You and everyone travelling with you hereby consents to a reasonable search being made of your/their person, Luggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of the Captain impair the safety of the Ship, be illegal or inconvenience other Passengers on board.

The Carrier endeavours at all times to exercise reasonable care for comfort and safety on board its Ships of all Passengers. The Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime, or other potential sources of harm. The Carrier reminds all Passengers that they must ultimately assume responsibility for the activities while ashore and for their other travel choices.

**15. Cruise only arrangements:**

If you book arrangements with the Company that do not include flights, your arrangements are protected by way of a bond with ABTA. This means that in the unlikely event of our insolvency, your cruise can't be provided, you will receive your money back or, if your cruise has started, arrangements will be made for you to be able to continue as planned.

**16. Fly/Cruise packages:**

For most 2016/2017/2018 voyages, we have included economy class return flights from a London airport within your cruise package fare. Flights are offered subject to availability, and are limited to specific airlines, airports and often to specific flights. Our flight programme is subject to supplements as applicable at time of booking. Supplements for flight upgrades may be available at time of booking.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by advising you of the carriers to be used or likely to be used at the time of booking. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change.

In certain circumstances we may require full payment for flights and ancillaries at time of booking, and the amount paid for the flight element or ancillaries of the arrangements at deposit stage may be non-refundable. This will include pre-cruise and post-cruise arrangements. Please enquire at time of booking.

**17. Hotel and flight reservation:**

If you purchase a fly/cruise package The Company has made arrangements with airlines and hotels which provide services included in the holidays in this brochure. Where the hotel is specified you will be booked into this hotel or one of a similar standard. If you chose to travel by air on dates other than those published, a higher fare may apply, and you should be advised by the Company prior to booking. All flights and hotels are confirmed when the booking form and deposit are received. No

allocations are held. Passengers are booked onto the scheduled services of British Airways or other comparable carrier on the routes shown or other routes as agreed between the company and the customer. Full details will be given on the invoice. In most cases, and subject to the airline, flights will be on a Boeing 747 on long haul flights, and on a Boeing 737, 757, 767, 777 or an Airbus for European flights. This information is for guidance only. Any deviations from the published package should be advised clearly in writing. World Traveller Plus, Business and First Class air travel can be arranged. Supplements are available on request.

**18. Booking cancellation:**

Cancellation of bookings or category downgrade requests must be made in writing to the company. All tickets issued for cancelled bookings must be returned together with the notice of cancellation. The cancellation charges applicable are in accordance with the scale below:

Period prior to departure date when notice of cancellation or category downgrade received by The Company.

Booking date up to 91 days	10% of the holiday price, plus any applicable flight and ancillary charges
90 – 46 days	20% of the holiday price, plus any applicable flight and ancillary charges
45 – 31 days	50% of the holiday price, plus any applicable flight and ancillary charges
30 days and thereafter	100% of the holiday price

Period prior to departure date when notice of cancellation or category downgrade received by The Company for World Cruise 2016/2017/2018 sectors or combination of voyages of a total of 55 days or less.

Booking date up to 91 days	10% of the holiday price, plus any applicable flight and ancillary charges
90 – 61 days	20% of the holiday price, plus any applicable flight and ancillary charges
60 – 31 days	50% of the holiday price, plus any applicable flight and ancillary charges
30 days and thereafter	100% of the holiday price

Period prior to departure date when notice of cancellation or category downgrade received by The Company for multiple voyages of 56 days or more and full World Cruise 2016/Full World Cruise 2017/Full World Cruise 2018.

Booking date up to 151 days	10% of the holiday price, plus any applicable flight and ancillary charges
150 – 91 days	20% of the holiday price, plus any applicable flight and ancillary charges
90 – 61 days	50% of the holiday price, plus any applicable flight and ancillary charges
60 days and thereafter	100% of the holiday price

## **19. Alterations by the Company:**

Arrangements for the holidays are made many months in advance by the Company.

Occasionally for some reasons of Force Majeure or other circumstances beyond the control of the Company it is necessary to make alterations to the arrangements. The Company reserves the right to alter or cancel itineraries, accommodation or other arrangements at any time.

'Force Majeure' means weather conditions, high or low water level preventing river cruises from safely commencing or continuing the voyage, deviation of the Ship due to emergency medical condition(s) and or obligation to save other ship(s), property or individual(s) or life at sea or other emergency beyond Crystal's control, any act of God, war or warlike operations strike, lockout or labour difficulties or shortages, civil commotion, lockout or labour difficulties, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, , interference by authorities, requisitioning of the Ship, acts or threats of terrorism, perils of the sea, inability to secure or failure of suppliers, including fuel, port services or any other circumstances beyond the control of the Carrier. Explosion, fire, collision, stranding or floundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings or other technical issues which are not the fault of the Carrier.

In the event of a Significant Alteration prior to departure of an essential term of the Cruise, the Company will inform you of any cancellation or change of itinerary in writing as soon as reasonably possible and you will be offered a choice of:

- accepting the alteration or
- 1. booking another Cruise of equivalent or superior quality, if available or booking another Cruise of a lower quality, if available, with a refund of the difference in price or cancelling and receiving a full refund of all monies paid.

You must notify the Company of your decision in writing within seven days of receiving the notification or alteration or such time as may be reasonably stipulated. The Company will not be liable with indirect or consequential losses. You will not be entitled to receive compensation where the Significant Alteration is due to:

1. an event of Force Majeure or where the cancellation is due to unusual and unforeseeable circumstances, the consequences of which could not have been avoided even if all due care had been exercised or
1. where the minimum number of Passengers specified as being required for a package to proceed is not reached.

In those circumstances, compensation shall be limited to £20 per person per night for the duration of the Cruise as booked.

In respect of a significant alteration of the Cruise after departure, then the Company will make suitable alternative arrangements at no extra cost to you for the continuation of the Cruise. If you do not accept these for good reason or it is impossible to make suitable alternative arrangements, the Company will where possible provide you back to the place of departure or to another place to which you have agreed with us. Compensation will not be payable if the alteration is minor or does not affect the value of the Cruise or if the Company is not able to provide a significant proportion of the package due to an event of Force Majeure or is not at fault. The Carrier cannot guarantee the Cruise will call at every Port on the itinerary or follow every part of the advertised route or schedule. Cancellation of part of the itinerary, substitution of ports or unavailability of some services on board the vessel will not amount to a significant alteration.

**20. Guest amendments:**

Should you wish to make any amendment to your booking, then you must notify us in writing. All amendments carry a £50 per person amendment fee, plus any additional charges as a result of the changes. For all amendments received, we will make every effort to assist you, although we cannot guarantee that that we will be able to meet every request. Certain changes such as name, ship, sail date, category of accommodation, or value of booking may not be changeable and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Any amendments received within 90 days before the sailing date may be treated as a cancellation, and the applicable cancellation charges will apply as per point 18.

**21. Our responsibility:**

The Company accepts responsibility for ensuring that all elements of your holiday are as described in this brochure and are of a reasonable standard. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any Supplier. In the event of a complaint by a Guest, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of England and Wales have not been met. If you and/or any other person included in your booking suffers injury, death or loss of or damage to property as a result of the non-performance or improper performance of any service which the Company is contractually obliged to provide, then the Company's liability, if any, to pay compensation shall be governed by the international conventions which govern such services. This limitation applies whether or not any particular international convention has been signed or ratified by the UK; or as any particular convention may be applicable by the operation of UK Law.

Liability for death and or personal injury and or loss of or damage to luggage in respect of international carriage by sea is governed by EU Regulation 392/2009 relating to the Liability of Carriers of Passengers by Sea in the Event of Accidents ("EU Regulation 392/2009") and the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 ("the Athens Convention 2002") adopted in the UK on 23 April 2014.



Domestic carriage by sea or where the vessel is a floating hotel in the UK is governed by The Merchant Shipping (Convention Relating to the Carriage of Passengers and their Luggage by Sea) Order 2014 (“2014 Order”). From 30 December 2016 Domestic carriage by sea will be governed by EU Regulation 392/2009. River cruises are governed by the Merchant Shipping Act 1995.

Carriage by air is governed by the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) and the Montreal Convention 1999 relating to the international carriage of Passengers and their luggage by air. The Montreal Convention may be found at: <http://www.legislation.gov.uk/ukxi/2002/263/contents/made>. The Montreal Convention limits liability in case of death or injury to Passengers for damages arising under Paragraph 1 of Article 17 not exceeding 113,100 Special Drawing Rights (SDR's) (equivalent to £103,400.99) for each Passenger and limits liability in relation to delay of baggage in case of damage caused by delay as specified in Article 19 in the carriage of persons, the liability of the Carrier for each Passenger is limited to 4,150 SDR's (equivalent to £3,794.11). Please note that international conventions limit not only the amount the Company may be liable to pay but also the time within which proceedings against it may be brought. Where there may be no international convention which applies and in the case of loss or damage to personal possessions, luggage or valuables during carriage of any kind is limited to the same amount and in the same manner as that of the actual carrier of whatever kind. No claim for death and or personal injury and or loss of or damage to luggage can be brought against the Company or any carrier otherwise than in accordance with these Conventions and or Regulations in respect of carriage by air and or by sea.

Under EU Regulation 261/2004 you have rights in some circumstances to a refund and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. If your airline does not comply with these rules you should complain to the CAA's Passenger Advice and Complaints Team (PACT) on 020 7453 6888 or visit [www.caa.co.uk](http://www.caa.co.uk).

Please also see the important paragraph below headed “Conditions of Carriage”.

Where the Athens Convention 2002, EU Regulation 392/2009 or the 2014 Order or the Montreal Conventions do not apply then the Company shall be under no liability to you at all if the failure to perform or improper performance of any contractual obligation is caused by:

- a) your own fault or the fault of anybody else included in your booking
- b) the failure is attributed to a third party unconnected with the provision of any services contracted for and is unforeseen or unavoidable, or
- c) the failure is due to:

- i) any unusual or unforeseen circumstances beyond our control, the consequence of which could not have been avoided even if all due care had been exercised; or
- ii) an event which the Company or any supplier of services even with all due care, could not foresee or forestall.
- iii) if you or any member of your party suffers damage arising out of an activity which does not form part of the holiday arranged through the Company, it will offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided the Company is advised of the incident within 90 days of the occurrence. Where legal action is contemplated the Company's authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to the Company. The Company's costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.

For cruises where the original port of embarkation is in the EU, in the event that the cruise is delayed in departure of one or more nights and you are not on board the ship and have travelled to the port of embarkation for the cruise then in accordance with EU 1177/2010 the Company shall offer Passengers adequate accommodation free of charge for a maximum of 3 nights and up to 80 Euros per night per person. The Company shall also provide where available suitable snacks, meals and refreshments. No payment shall be made unless authorised by The Company in writing. The Company have no obligation to provide such accommodation ashore where the delay is caused by weather conditions, endangering the safe operation of the Ship. The provisions relating to accommodation do not apply after the Cruise has commenced, where the Cruise is cancelled or whether there is a Significant Alteration prior to departure.

## **22. Conditions of Carriage and Limits of Liability:**

Travel by air, road or air is governed by the carriers Conditions of Carriage which govern the relationship, responsibilities and liabilities as between you and anyone travelling with you and the carrier. The Conditions of Carriage are binding and you must read them carefully.

In respect of any loss or damage to property including luggage which are not covered by any international conventions, and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that Crystal may have for any such losses or damage will be limited to £500 per Guest.

International carriage of Passengers and their luggage by sea shall be governed by the Athens Convention 2002 mentioned in paragraph 21 and EU Regulation 392/2009, which may be found

at:<http://www.transportrecht.org/dokumente/AthenProt2002e.pdf> and <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF>. Domestic sea carriage by sea or use of the

ship as a floating hotel in the UK shall be governed by the 2014 Order which applies the Athens Convention 1974 limits. A copy of the Athens Convention 1974 may be viewed at: <http://www.admiraltylawguide.com/conven/passengers1974.html>.

Any liability of the Company and the Carrier for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be solely brought and determined in accordance with the Athens Convention 2002 EU Regulation 392/2009 or where applicable the 2014 Order .

Where the cruise involves domestic carriage by sea or the ship is being used as a float hotel the aggregate liability of the Company and the Carrier for the death of or personal injury to a Passenger shall in no event exceed the monetary limitations of 46,666 SDR's (approx. £42,664.11) as set forth in the Athens Convention 1974. From 30 December 2016 this will increase for domestic seagoing carriage to 400,000 SDR's (approx. £365,697.57). The maximum liability for international sea going cruises is 400,000 SDR's per Passenger per incident (approx. £365,697.57) or 250,000 SDR's (approximately £228,560.98) in the case of War and Terrorism pursuant to EU Regulation 392/2009 and the Athens Convention 2002.

Liability for loss of or damage to property (save for medical and mobility equipment which is dealt with in Sections 10 and 11) pursuant to the Athens Conventions and EU Regulation 392/2009 is limited. Stateroom luggage is limited to 833 SDR's under the Athens Convention 1974 and 2014 Order (approx. £761.57) and 2,250 SDR's (approx. 2,057.05) under the Athens Convention 2002 and EU Regulation 392/2009.

In all cases of carriage by sea luggage is assumed to be delivered without damage unless written notice is given by the Passenger within the following periods:

- (i) In the case of apparent damage before or at the time of disembarkation or redelivery
- (ii) In the case of damage which is not apparent or loss of luggage, within 15 days from the disembarkation or delivery or from the date any such delivery should have taken place.

Neither the Company nor the Carrier shall not be liable for any loss or damage to luggage that occurs outside the course of carriage including any loss or damage before or after the luggage comes into the Carrier's actual possession, custody and control, including, but not limited to, where the luggage is in the possession, custody and control of airlines or other transportation services.

The Carrier provides safekeeping for valuables aboard Ship and encourages Passengers to deposit any jewellery or other valuables brought aboard the Ship with the Reception Desk staff who will issue a receipt for such valuables. The Carrier provides an in-room personal safe for Passenger's convenience. However, the Carrier shall not be liable for any loss of or damage to money, jewellery, watches, precious stones and metals, securities, financial instruments, tickets and/or other

valuables unless they have been delivered to the Reception Desk for safekeeping and a receipt issued in which case the Carrier's liability is limited in sums set out in the Athens Convention 1974 of 1,200 SDR's (approx. £1,097.09) and SDR's 3,375 (approx. £3,085.57) under EU Regulation 392/2009 and the Athens Convention 2002. The use of safes on board is not a deposit with the Ship under the Athens Convention 1974 or 2002 or EU Regulation 392/2009.

Where carriage is performed on Inland waterways and the vessel does not go to sea the liability provisions relating to sea going vessels do not apply to the cruise. In those cases the liability of the Company and the Carrier to Passengers shall be determined in accordance with English law (the Merchant Shipping Act) and The Convention on Limitation of Liability for Maritime Claims 1996 (LLMC 96) as amended by SI 1998/1258, a copy of which will be provided by on request or can be found at (<http://www.legislation.gov.uk/uksi/1998/1258/article/4/made>). The limits for non-sea going Passenger vessels is 175,000 SDR's per Passenger limit (approx. £ 159,992.69). Liability for property claims will be at least 1,000,000 SDR's (approx. £914,243.92) under SI 1998/1258 (4)(b)(i)).

The Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels, referred to as the "Strasbourg Convention" with protocols and amendments, applies to vessels sailing on waterways located in the territory of a state party subject to (i) the "Revised Convention relating to the Navigation of the Rhine of 17 October 1868" and (ii) the "Convention of 27 October 1956 concerning the canalization of the Moselle" (Article 15(1) of the Strasbourg Convention:

<http://www.ivr.nl/downloads/forms/B2.pdf>). If the Strasbourg Convention applies the limits for Passenger claims are 60,000 SDR's (approx. £54,854.64) per Passenger subject to a minimum of 6,000,000 SDR's (approx. £ 5,485,463.52) (see Article 7).

The Company's and the carrier's for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by Passengers shall, in the first instance, be governed by the Convention on Limitation of Liability for Maritime Claims 1996 as amended by SI 1998/1258 or where applicable the Strasbourg Convention. The Company's liability therefore shall not exceed those limitations provided by the said LLMC 1996 and SI 1998/1258 or where applicable Strasbourg Convention or in any further revisions, protocols and/or amendments thereto as shall become applicable. Where the LLMC 1996 or If applicable Strasbourg Convention permits us to apply a deductible, we may apply that deductible.

(The above reference approximate conversion rates are based on exchange rates as of 29 May 2014. SDR's are a monetary unit of the International Monetary Fund and current exchange rate can be found in major financial newspapers).

In respect of any loss or damage to property including luggage which are not covered by any international conventions, and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that the Carrier may have for any such losses or damage will be limited to £500 per Passenger.

All settlements by the Company or the Carrier will be made on the basis of actual cash value (replacement cost, less depreciation) Claims for damaged items will be settled on the basis of cost of repair. No amount shall be paid in settlement of

any claim without proof of the actual cash value, or repair cost, as appropriate, arising from the loss or damage. Such proof must be sent to the Company. The Carriers' liability must also be proven before any settlement will be paid. You cannot make a double recovery by making a claim against the Company and the Carrier.

Personal belongings lost while unattended in public lounges or other public areas, whether on board the Ship or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, and other acts-of-God are not reimbursable.

The Liability of the Company shall not at any time exceed that of any Carrier or Supplier. For the purposes of Regulation 261/2004 on compensation and assistance to Passengers in the event of denied boarding and of cancellation or long delay of flights the Company is not an operating air carrier and not liable to pay compensation under this Regulation.

These liability provisions apply to all Passengers and the relevant provisions of EU392/2009 shall apply to all cruises sold or where the cruise begins or ends in the EU even if the country in which the Cruise was purchased is not a signatory. In all other countries the provisions of the Athens Convention 1974 shall apply. This includes US Guests whose cruise does not begin or end or call at any US port.

### **23. Independent Contractors Limit of Liability**

The Company shall have no obligation or liability of any kind to you or anyone travelling with you for acts or omissions in connection with or arising out of arrangements with independent contractors or Concessionaires since they are not agents or employees of the Company. Arrangements with independent contractors include, but are not limited to the following:

- i) Goods or services sold in retail outlets on board the Ship, services or products available for your convenience on board the Ship and furnished by barbers, hairdressers, manicurists, masseurs, spa operators, photographers, entertainers, instructors, lecturers and others;
- ii) Services, products or transportation provided elsewhere than on board the Ship which are furnished by others in connection with sightseeing tours, pre-cruise and post-cruise tours, excursions and shore trips, including, but not limited to tender service.

Tours, including pre-cruise, post-cruise and other shore excursions, including hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated by the Carrier and, are not under the operation or control of the Carrier and the Carrier makes no representation of any kind as to them, and takes no responsibility for them, even if, as a convenience to Passengers, the Carrier provides an escort. The Carrier takes no responsibility for air or other transportation under any circumstances. Passengers must assume responsibility for their actions while ashore and for their participation in shore activities.

The Passengers shall have no right to any refund and the Carrier shall have no obligation or liability of any kind to the Passenger for acts or omissions in connection with or arising out of arrangements with independent contractors or Concessionaires since they are not agents or employees of the Company or the Carrier. The independent contractors shall be entitled to charge for any products sold, services rendered or transportation provided to the Passenger either directly or, as a convenience to Passengers, through the Carrier, for which services the Carrier is entitled to impose a charge and earn a profit. Refunds will not be given for partially used services. No refund will be made for missed hotel nights or other program features due to airline delays or other factors beyond the control of the Company or the relevant Carrier.

Each Passenger agrees that all rights, exemptions from liability, defences and immunities of whatsoever nature referred to in the Ticket applicable to the Carrier and the Ship, shall in all respects inure also for the benefit of any servant, agent or independent contractor of the Carrier acting in the course of or in connection with their employment so that in no circumstances shall any such servant, agent or independent contractor as the result of so acting be under any liability to any such Passenger different from that of the Carrier, and for purposes of the agreement contained in this section, the Carrier is or shall be deemed to be acting on behalf of and for the benefit of all persons who are or may be its servants, agents or independent contractors from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract contained in or evidenced by the Ticket.

#### **24. Shore Excursions**

Shore Excursions are available for purchase on board the vessel or prior to embarkation from Crystal Cruises who will at all times endeavour to appoint reputable and competent local Suppliers in respect of these Shore Excursions. The terms and conditions of the Suppliers will be applicable. These may limit or exclude liability of the Supplier.

Where you purchase Shore Excursions and activities directly with a local Supplier then in such circumstances, the local Supplier is entirely independent of the Company or Crystal Cruises even where the Company or Crystal Cruises assist in booking such activities available as agent or otherwise. The Company or Crystal Cruises is not responsible for any acts or omissions that are wholly attributable to the fault of the local Supplier. Shore Excursions may not all be suitable for Disabled persons or Persons with Reduced Mobility.

In relation to Crystal Yacht Cruises expeditions/ experiences will be included in the Yacht cruise price. There are cultural and soft./ Extreme Adventures depending on the port. Passengers will be required to have the required level of physical fitness and mobility for the shore excursions and or water sports on offer, A release may need to be signed to participate in some events. This is to ensure you are fully aware of any risks and safety procedures to follow. You will not be asked to waive liability for any negligence of the supplier causing injury.

In relation to Crystal Yacht Cruises expeditions/experiences Passengers will be required to have the required level of physical fitness and mobility for the shore excursions and or water sports on offer, a release may need to be signed to participate in some events. This is to ensure that Passengers are fully aware of any risks and safety procedures to follow. Passengers will not be asked to waive liability for any negligence of the supplier.

In relation to River Cruises, Passengers will be offered a choice of complimentary guided shore side adventures featuring cultural, soft and active options in every port.

## **25. Complaints:**

Any problem which may arise during your holiday must be raised immediately with the Purser on board or with the supplier of the service (e.g. airline, hotel etc) and notified to the Company in writing as soon as possible and no later than 35 days from the end of your holiday. If you do not contact Crystal Cruises immediately it will jeopardise your complaint. Complaints pursuant to EU Regulation 1177/2010 must be sent to the Company as soon as possible. The Company will investigate and provide its response within 28 days. If you are not happy with the Company's final decision then you can refer your complaint to the Cruise Line International Association which is the voluntary complaints body authorised by the Department of Transport to deal with complaints. The email address of Cruise Line International Association for Passenger complaints under Regulation 1177/2010 is [Passengerrights@cruising.org](mailto:Passengerrights@cruising.org)

## **26. Data Protection Act 2000:**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, insurers etc.

The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination

may not be as strong as the legal requirements in this country. We will not, however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

You are entitled to a copy of your information held by us. If you would like to see this please contact us. (We may make a small charge for providing this to you).

## **27. Customer protection:**

The Company complies with the bonding requirements of the Civil Aviation Authority. CAA Licence Number ATOL 2980. It is also a member of ABTA Tour Operators Class, Membership number V8548.

We provide full financial protection for our package holidays. For flight based holidays, this is through the Air Travel Organiser's Licence number 2980. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by Mundy Cruising with ABTA - number V8548. We will provide you with the services you have bought (or a suitable alternative). In some cases, where we aren't 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 that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

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 that alternative ATOL holder. However, you also agree that in some cases



it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## **28. Law and Jurisdiction**

All disputes and matters howsoever arising between you and the Company shall, except as provided by law, be subject to the laws of England and the English Courts shall have exclusive jurisdiction.

## **29. ABTA**

We are a Member of ABTA, membership number V8548. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## **CARRIER'S STANDARD CONDITIONS OF CARRIAGE**

**The following conditions are only applicable to bookings made in a European Union ("EU") member nation. These Conditions of Carriage govern the relationship, responsibilities and liabilities as between the Guest and the Carrier and are BINDING ON THE PARTIES. You must carefully read these Conditions of Carriage which set out your rights, responsibilities and limitations to make claims against the Carrier, its servants and/or agents. These Conditions are incorporated into your Contract with the Organiser.**

### **1. Construction and Definitions**

“Carrier” means Crystal Cruises® LLC, which includes the companies dba as Crystal Yacht Cruises™, and Crystal River Cruises™. Carrier includes the Owner and/or Charterer whether Bare Boat/Demise Charter, Time Charterer, Sub-Charterer, manager or operator of the Ship to the extent that each of them acts as Carrier or performing Carrier (in accordance with the definition provided in the Athens Convention 1974 and 2002).

“Contract” means the Contract between the Guest and the Organiser.

“Concessionaire” means third parties who sell goods and services to Guests on board the Ship.

“Disabled Person” or “Disabled” or “Disability” means any physical or psychiatric disability or other medical condition which affects the Guest’s health and or ability to participate in the Cruise.

“Person with Reduced Mobility” means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaption to his particular needs the service made available to all Guests.

‘Force Majeure’ means weather conditions, deviation of the Ship due to emergency medical condition(s) and or obligation to save other ship(s), property or individual(s) or life at sea or other emergency beyond Crystal’s control, any act of God, war or warlike operations strike, lockout or labour difficulties or shortages, civil commotion, lockout or labor difficulties, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, , interference by authorities,

requisitioning of the Ship, acts or threats of terrorism, perils of the sea, inability to secure or failure of suppliers, including fuel, port services or any other circumstances beyond the control of the Carrier. Explosion, fire, collision, stranding or floundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings or other technical issues which are not the fault of the Carrier.

"Guest" means the purchaser of the Contract and any person or persons named in the Contract including Minors who sail on the Vessel.

"Luggage" means any Luggage, packages, suitcases, trunks or other personal items belonging to or carried by any Guest, including cabin luggage, hand luggage and articles worn by or carried on the persons of the Guest or deposited with the ship's reception for safe custody, but not mobility or other medical equipment.

"Master" is the Captain or person in charge of the carrying Vessel at any given point and commanding the Cruise Ship.

"Minor" means any child under the age of 18.

"Organiser" is the party with whom the Guest has entered into a contract for the cruise and/or Package as also defined under the Council Directive 90/314/EEC of 13<sup>th</sup> June 1990 on Package Travel, Package Holidays and Package Tours or other relevant legislation or regulation.

"Ship" means the ship named in the Contract or any ship substituted for the ship named in the Contract, and its tenders or any other means of conveyance controlled by the Ship, its owner, operator, manager, charterer and agents.

"Shore Excursion" means any excursion offered for sale for which a separate charge is payable whether booked prior to commencement of the cruise or onboard the vessel. On Yacht and River Cruises many of the Shore Excursions will be included in the cruise price. The included excursions will be made clear at the time of booking.

"Ticket" means the document issued by the Carrier which is subject to these Conditions of Carriage.

## **2. Non-Transferability/Binding Effect**

The Carrier agrees to carry the person(s) named in the Contract issued by the Organiser on the date and vessel and cabin type

indicated, or any substitute vessel, and is NOT TRANSFERRABLE. The Terms and Conditions of the Ticket are binding on, and confer benefits to, the Guest, the Guest's spouse, heirs, executors, administrators, personal representatives, dependents and next of kin. The Guest represents and warrants that he or she is duly authorised by and on behalf of all Guests (including children) named on the Contract to agree to all of the terms and conditions of the Ticket and to bind all such Guests to such terms and conditions.

### **3. Embarkation**

The Guest is required to be on board the Ship at least 90 minutes before departure time. At the time of embarkation the Guest is responsible for having received all medical inoculations necessary for the voyage and having in his or her possession the Ticket, valid passport, visas and other documents necessary for the scheduled ports of call and disembarkation. Unwed, unrelated couples must be 18 or over to be booked in the same stateroom.

### **4. Luggage, Valuables and Other Possessions**

Each Guest may bring aboard the Ship a reasonable amount of clothing and personal effects without charge. All Luggage must be securely packed and distinctly labeled with the Guest's full name, the name of the Ship, the stateroom number of the Guest and the sailing date of the Ship. All checked Luggage must be locked.

Guest must personally carry Luggage containing breakable items and valuables, including, but not limited to jewelry, watches, money, precious stones and metals, securities, cheques, other financial instruments at all times during transit, including, but not limited to, on and off the Ship. **Guests should not give such Luggage containing breakable items or valuables to any one at any time**, including, but not limited to, porters, Ship personnel or anyone else who is not known personally to the Guest, regardless of any assurances given to Guest that it is safe to do so, at any time, including, but not limited to, during transit to and from the airport, arrival at the Ship, boarding and checking into Guest's stateroom, or at any other time while traveling. **Such Luggage is the full and sole personal responsibility of the Guest at all times.** Such Luggage may not be included with checked Luggage. Guests are personally responsible for their Luggage throughout the travel process and should personally ensure that their valuables are carried to their staterooms and stored appropriately. See Section 10 regarding medical and mobility equipment.

### **5. Travel documents**

It is the responsibility of each Guest to ensure that there is valid and appropriate travel documentation including passports and visas for each Guest for eligibility to travel at the time of embarkation and throughout the cruise and the various ports of call for the Cruise. In addition to immigration and customs requirements, the U.S. Government and others place restrictions on the carriage of Guests whose names appear on Government watch lists or who are deemed legally ineligible to travel. It is the Guest's sole responsibility to ensure his/her legal eligibility to travel. The Carrier is not responsible for advising or obtaining visas for any Guests, Guests are advised to check with the appropriate Government authority to determine the necessary documents and travel eligibility requirements. Any Guest who is or becomes ineligible to travel for any reason, or who is travelling without proper documentation, will not be allowed to board the ship. Under no circumstances shall the Carrier be liable for any costs, damages or expenses whatsoever incurred by any Guest as a result of such denial of boarding. If the Guest boards the vessel then this does not create any liability to the Carrier if it is subsequently assessed that the Guest does not have valid or appropriate travel documents and or visa requirements for all or part of the cruise even where the Carrier's representatives have seen the documents prior to boarding.

## **6. Children**

The Carrier is unable to accommodate children less than six (6) months of age and reserves the right to restrict the number of those less than three (3) years of age aboard the Ship. Any child under the age of eighteen (18) must be accompanied by an adult over the age of eighteen (18). In addition, if the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian and received by the Carrier prior to sailing. Parents can have two related children booked in the same stateroom provided one of them is at least 16 years of age. No one under the age of eighteen (18) is permitted in the Ship's casino or to participate in any monetary-based games of chance (including Bingo) on board.

Guest understands and agrees that Guests must be at least 18 years old to be served wine, beer, and spirits. When docked or anchored in U.S. ports, within the three-mile limit, Guests must be at least 21 years old in order to be served any alcoholic beverage. Guests agree to abide by this provision.

## **7. Safety/Health/Allergies**

Guests must attend all mandatory safety briefings and muster drills at the commencement of the Cruise and any subsequent briefings or drills ordered by the ships officers during the Cruise and Guests shall comply with all onboard safety policies and procedures on board ship and familiarise themselves with all emergency exits and generally the nature and character of the Ship in order to ensure safe evacuation of the ship in the case of an emergency.

The Guest represents that he or she will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's officers and medical staff; that his or her conduct will not impair the safety of the Ship or inconvenience other Guests.

The Carrier and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. All Guests agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. In the interest of health and safety the Carrier may deny boarding to any Guest who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Where illness is diagnosed on board the vessel all Guests agree that they may be required to remain in their cabins for such duration as required by the ship's doctor. Refusal by a Guest to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. Refusal to remain in the cabin or otherwise reasonably co-operate or follow the Doctor's or Captain's instructions following illness may result in the Guest being disembarked at the next port of call. Neither the Organiser nor the Carrier shall have any liability to the Guest in the event of denied boarding or disembarkation.

For reasons of health and safety and the structure of the ship, Guests travelling on a Crystal River Cruise or Crystal Yacht cruise must be fully mobile. We are not able to offer individual assistance to any Guest for walking, embarking or disembarking or travelling on buses or other forms of transportation. There are no elevators and 3 flights of stairs on the Crystal Yacht the 'Esprit'. There is no wheelchair access or disabled cabins. All suites have windows not verandas/ balconies. Zodiacs or Wider boats are used for water landings on remote islands and beaches. Some landings are by wet landing (boat beaching of local boats). Many itineraries include extreme adventure activities including challenging hikes which require a good level of physical fitness and do not have vehicles and or there are restrictions re access. Please also read Sections 9 and 10 below very carefully regarding relevant restrictions for Guests with medical problems or those who are, disabled and or have Reduced Mobility.

The Carrier, acting via the Captain, reserves the right to refuse passage, disembark or confine to a cabin any Guest whose physical or mental condition, or behaviour is considered in the sole opinion of the Captain and/or the ship's doctor to constitute a risk to the Guest's own well-being or that of any other Guest or crew member. The Carrier and the Captain reserve the right to disembark any Guest whose behavior affects the comfort, enjoyment, safety or well-being of other guests or of any crew.

The Guest represents and warrants that the Guest is physically and otherwise fit to travel. The ship visits numerous ports in a number of countries. The Guests are solely responsible for checking with their doctor as to which vaccination or medication are recommended or required for those countries for all Guests and their service dogs.

Guests are reminded that some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Guest has any known allergies, or is intolerant to any food, he/she is required to report it to the Maître d'hôtel as soon as

convenient after boarding the ship. It is the responsibility of the Guest to ensure that he/she actively avoids any food he/ she are allergic to. The Carrier will take all reasonable care if made aware in writing of any specific food or ingredient the Guest has an allergic reaction to and will assist the Guest within reason to avoid any such food or ingredients if made aware by the Guest prior to ordering such food. The Carrier is not under any obligation to prepare or provide special meals for the Guest.

Guests shall observe the nonsmoking areas on board the ships. Indoor smoking is permitted only in the Connoisseur Club smoking lounge and in the VIP Casino (during play, upon request). Smoking is prohibited in all other indoor areas of the ships including all other public rooms, lounges, corridors and restaurants, as well as all staterooms, suites and verandahs. If smoke is detected in a stateroom or suite, a cleaning fee of £165.00 per occurrence will be billed to Guest's account. Outdoor smoking is allowed in a limited number of designated spaces as follows: **Cigarette (including e-cigarette) smoking:** Decks 10, 9 and 8 Aft on Crystal Symphony and Crystal Serenity; Deck 11 Aft Crystal Serenity; Seahorse pool area, port side only Promenade Deck. **Cigar & Pipe smoking:** Decks 10, 9 and 8 Aft on Crystal Symphony and Crystal Serenity; Deck 11 Aft Crystal Serenity. Fines will be charged for violations in accordance with this policy. If there is ongoing violation of the non-smoking policy, more stringent consequences, including disembarkation without refund, may be ordered by the Captain.

The Guest shall indemnify the Carrier for all penalties, fines, charges, losses or expenses incurred or imposed upon the Carrier or the Ship by virtue of an act or violation of law by the Guest.

The Guest agrees that he or she shall not solicit for commercial purposes Guests or others on board the Ship, or advertise goods or services on board the Ship without the prior written permission of the Carrier. Solicitation by vendors of goods and services, including, but not limited to, solicitation by travel agents, is strictly forbidden.

## **8. Pregnancy**

Guests understand and acknowledge that prenatal and early infant care, in particular, may require specialized diagnostic facilities and/or treatment that are not obtainable during the Cruise on board the ship and/or ashore in ports of call. The ship's doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by the Carrier in respect of the inability to provide such services or equipment. . Guests must take into account that there is no doctor on board Crystal River Cruises.

The Carrier recommends that women who are less than 12 weeks pregnant should seek medical advice prior to travel. The Carrier does not have on board its ships adequate medical facilities for childbirth. The Carrier is unable for safety reasons to accommodate women past their 24<sup>th</sup> week of pregnancy at any stage of the cruise.

All pregnant women are required to produce a doctor's letter stating that mother and baby are in good health, fit to travel taking into account the proposed Itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery calculated from both the last menstrual period and ultrasound (if performed). The Carrier cannot carry a Guest unless they comply with this requirement.

The Carrier expressly reserves the right to refuse passage to board to any Guest who appears to be in an advanced state of pregnancy and the Carrier shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Guest.

#### **9. Medical facilities/treatment on board and ashore**

There are no doctors or medical facilities on board River Cruises. Should Guests require medical attention then local medical services can be contacted for emergency treatment. The cost of such treatment is the Guest's sole responsibility. The Guest acknowledges that whilst there is a qualified doctor on board the cruise ships and the Yacht it is the Guests obligation and responsibility to seek medical assistance if necessary during the Cruise. The ship's doctor is not a specialist and the ship's medical Centre is not required to be and is not equipped to the same standards as a land based hospital. The ships medical Centre is not designed for the provision of extensive or continuing treatment. The ship carries medical supplies and equipment in accordance with the requirements of its flag state. Neither the Carrier nor the ship's doctor shall be liable to the Guest as a result of any inability to treat any medical condition as a result. Charges will apply for services dispensed by the ships medical Centre. The Carrier shall not be liable for any aspect of medical treatment provided to the Guest, including, but not limited to, the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish the Guest. The Carrier makes no warranty as to the quality of any such medical services.

If Guests have any medical condition which may need emergency treatment then this must have been disclosed at the time of booking in order for a risk assessment to be undertaken. Guests may be asked to provide medical evidence to ensure that they can be safely carried. This will be dependent in each case on the extent of illness, mobility, the itinerary, length of cruise and the structure of the ship. Failure to notify at the time of booking can result in carriage being denied by the Carrier if reasonable arrangements cannot be made on the date of embarkation to carry the Guest safely. By requesting such evidence does not waive the Carrier's right to disembark or refuse to embark Guest as set forth herein. If Guest is required to remain on board the Ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of the Carrier, Guests must pay or reimburse the Carrier for all resulting costs and expenses.



The Guest hereby consents to treatment by the Ship's doctor or other medical personnel, if any, or by a physician designated by the Carrier, if subsequent to embarkation the Guest is unable to request or authorise such treatment and in the opinion of the Ship's doctor needs medical attention.

Wherever possible, the Carrier will offer general assistance to any Guest who suffers illness, personal injury or death during the period of the cruise, whether or not arising from an activity forming part of the cruise and whether or not the result of fault by any party. Any costs or expense which is reasonably incurred by the Carrier for or on behalf of the Guest in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation, including, but not limited to such costs and expenses incurred by or on account of services provided by port agent and other shore side service providers, including luggage shipping costs, or any other expense shall be repayable by the Guest to the Carrier, whether or not such sum is covered by the Guest's travel insurance. The Carrier reserves the right to take any action that it considers appropriate to recover any such costs or expense. The Guest agrees to fully indemnify and reimburse the Carrier in the event the Carrier elects to advance the cost of such costs and expenses.

Please note that the medical facilities on board the ship are NOT equipped to perform dialysis. The shipboard doctors are not trained to provide dialysis treatments but are able to provide limited assistance in emergency situations. It is the responsibility of the Guest to provide all dialysis equipment and treatment. This includes antibiotics. A risk assessment shall be carried out at the time of booking to ensure that the Guest can be carried safely and in accordance with applicable laws. Dialysis is unlikely to be carried out on River or Yacht cruises as the ships are smaller with different amenities and there are no doctors on River cruises.

In relation to any other medical equipment there are limited storage facilities on board. There are restrictions on the number and type of oxygen cylinders which can be carried in cabins. The ships medical centre cannot refill or supply oxygen cylinders. Guests must check prior to booking if the equipment can be carried on board.

In the event of illness or injury a Guest may have to be landed for medical treatment ashore. No representations are made regarding the quality of medical treatment at any port of call or at the place at which the Guest is landed. Medical facilities and treatment do vary from port to port. Guests are responsible for discharging all such medical costs and are recommended to have insurance to cover such medical costs.

#### **10. Disability/Wheelchair/Service Animal**

**Guests being carried on Crystal Cruise Ships** The Carrier's priority is always the comfort and safety of its Guests as well as complying with the strict legal requirements of the law relating to safety of life at sea. In order to achieve these objectives, any Guest with a Disability or Reduced Mobility must at the time of booking and before boarding provide as much detail as possible of the matters given below to the Organiser so that the Carrier can consider its obligation to carry the Guest in a safe and operationally feasible manner, taking into account any issues relating to the design and facilities of the ship or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage of the Guest which may have an impact on the Guest's safety and comfort. The Guest is asked to provide full details if the Guest is unwell, infirm, Disabled or has Reduce Mobility. The Guest is also asked to provide full details:-

- a) If the Guest requires a Disabled cabin. The Cruise Ships have a limited number of such accessible staterooms available on a "first come first serve" basis. There are no disabled cabins on Yacht or River Cruise Ships.
- b) If the Guest has any special seating requirements.
- c) If the Guest needs to bring any electrical or other medical equipment on board.
- d) If the Guest needs to bring a recognised assistance dog on board the vessel. Please note that assistance dogs may be subject to national certificate regulations. An Assistance dog must provide a physical service to the guest in order to qualify as an assistance dog.

Where the Carrier considers for the safety and comfort of the Guest and in order for the Guest to fully enjoy the cruise that it is strictly necessary it may require a Disabled Person or Persons with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Carrier assessing the need of the Guest on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary.

If the Guest has any particular medical conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organised by the Guest and at the Guest's expense. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of care for physical or psychiatric or other conditions.

Portable oxygen tanks and oxygen concentrators may, subject to space and applicable regulations, be used on board, provided that Carrier is notified in writing at least 30 days prior to sailing and it has consented in writing. Please note that liquid oxygen is strictly forbidden.

If after careful assessment of the Guest's specific needs and requirements, the Carrier concludes that the Guest cannot be carried safely and in accordance with applicable safety requirements then the Carrier can refuse to accept a booking or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety.

It is important that Guests contact the manufacturer or supplier to ensure that any medical equipment they are intending to bring on board is safe to use on board the ship. It is the responsibility of the Guest to arrange delivery to the Ship prior to departure of all medical equipment and to notify the Carrier prior to boarding in writing if they need to have medical equipment on board so that Carrier can ensure that the medical equipment can be carried and/or carried safely.

It is the Guests responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive. Guests must be able to operate all equipment.

Pets and other animals, except for service dogs, animals, are not allowed on board the Ship. The Carrier must agree at the time of booking or prior to embarkation, in writing, that a Guest can bring a service dog on board the ship. Prior notification is required in order to determine whether the Carrier can accommodate the Guest's service dog if the Guest has not provided this information the Carrier cannot guarantee that the Guest's service dog will be carried.

The Carrier reserves the right to refuse to carry any Guest who has failed to adequately notify the Organiser/Carrier of any Disabilities or needs for assistance in order for the Carrier to make an informed assessment that the Guest can be carried in a safe or operationally feasible manner on the grounds of safety.

The Carrier reserves the right to refuse to carry any Guest who in the opinion of the Carrier is unfit for travel or whose condition may constitute a danger to themselves or others on the Cruise on the grounds of safety.

If the Guest becomes aware between the date of booking the cruise and the date of commencement of the cruise that the Guest will require special care or assistance as detailed above the Guest is asked to inform the Organiser and Carrier immediately so that the Carrier can make an informed assessment whether or not the Guest can be carried in a safe and operationally feasible

manner.

Some ports of call are anchorage ports which require the use of tenders or other forms of small craft to go ashore. Passengers who are Disabled and or have Reduced Mobility may have difficulty in safely using the tender or small craft and must not therefore do so. In the event of any Disabled passenger or Person with Reduced Mobility seeking to use the tender or small craft when it is not safe to do so then the officer in charge of the operation and or the Captain of the Ship can refuse to allow the Passenger to use the tender on the grounds of safety. Guests are required to volunteer any Disability or Reduced Mobility which may affect their ability to embark/disembark the ship by any means to the officer in charge of tender operations.

Any Guest confined to a wheelchair is asked to furnish their own standard size collapsible wheelchair and the Guest must also be accompanied by a travelling Guest fit and able to assist them. Wheelchairs and scooters must not be more than 22' in width. In order to comply with Safety of Life at Sea and other Regulations each cabin is limited to two pieces of medical and or mobility equipment to a combined total value of 2250 SDRs (approx £2158.50). The Carrier can give permission in writing to allow these limits to be exceeded. The Carrier's assessment will be based on safety and reasonableness. Wheelchairs and walkers cannot be carried on tour buses due to space limitations. Guests in wheelchairs will not be manually handled or carried by crew or contractors at any time into tenders, on ramps, transportation of any kind. This is a significant health and safety risk for the Guest and the individuals. Please note that third party facilities ashore such as restaurants, hotels and other tourist providers may not be able to cater for wheelchair users. Wheelchair users are unlikely to be carried on River or Yacht cruises due to the limitations of the ship which make it impossible or where operationally it is not feasible to carry the passenger safely. See Section 6.

### **Guests travelling on Crystal Yacht and River Cruises**

The Carrier is dedicated to providing a safe and comfortable cruise experience for all Guests. The Carrier does not discriminate against any person on the basis of disability and shall make every effort to accommodate the needs of persons with disabilities. Safety of Guests taking into account all relevant safety regulations and the design and structure of the ship is the Carrier's paramount consideration.

The staterooms and public spaces on board the Crystal Yachts do not have any elevators as they were not originally constructed to be wheelchair accessible. In addition there is no elevator access to board the yachts. As a result, the Crystal Yachts are not suitable for full time wheelchair users or people who are unable to walk unaided or are significantly relying solely on wheelchairs or other aids for transportation and or mobility.

Guests with Reduced Mobility and other Disabilities which impact on their mobility and independence should take note that not

all ports of call are accessible and the situation may change depending on the time of year, weather conditions and port traffic. These cruises are not suitable for Disabled Guests or those with Reduced Mobility including those who are full time wheelchair users or who need assistance. All Guests must be able to negotiate 3 flights of stairs and embark and disembark the vessel via Zodiac or other water craft.

Gangways and port access vary greatly around the world and, in ports where the ship must anchor; Guests are taken ashore tenders and/or ferries which may not be wheelchair accessible, as well as zodiacs, which are not wheelchair accessible. Further, all Guests must be physically able to safely embark and disembark tenders, zodiacs and other craft taking into account the possibility of movement between the craft and the ship even in the best of weather conditions.

The Carrier reserves the right, without liability, to refuse to board or transport Guests whose medical condition, limited mobility or disability is not compatible with security rules and requirements specific to the navigation area, or who, in the Carrier's opinion is unfit for travel on the yachts. The Captain's decision on these issues is final.

In the unlikely event of an emergency, all Guests must be fully mobile and able to exit the yachts safely. If Guests are unable to meet the minimum safety requirements, even when provided with appropriate auxiliary aids and/or services, the Carrier may find it necessary to ask the Guest to make alternative travel arrangements.

In respect of Crystal Yachts or River Cruises, the cruise subject to the ship structure and itinerary may be unsuitable for passengers who need assistance dogs. A risk assessment will be carried out at the time of booking. It is important that Guests provide as much information as possible.

## **11. Security**

Weapons, ammunition, explosives, substances that are hazardous, disabling, or illegal, or any other article that in the opinion of the Master shall be deemed dangerous, are strictly prohibited aboard the Ship. Such additional dangerous articles include, but are not limited to, firearms, stun guns, swords, ice picks or knives. A more comprehensive list of prohibited items is available through the Carrier. Any such items shall be surrendered to the Captain at embarkation, and may be disposed of at the sole discretion of the Captain.

The Guest hereby consents to a reasonable search being made of the Guest's person, Luggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of the Carrier impair the safety of the Ship, be

illegal or inconvenience other Guests.

The Carrier endeavours at all times to exercise reasonable care for comfort and safety on board its Ships of all Guests. The Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime, or other potential sources of harm. The Carrier reminds all Guests that they must ultimately assume responsibility for the activities while ashore and for their other travel choices.

## **12. Limitations of Liability for Loss of Life or Injury and or Damage to Property**

Where the booking has been made in a European Union Member State (EU) or the ship has an EU flag or where the first port of embarkation or final port of disembarkation is in the EU international carriage of passengers and their luggage by sea shall be governed by EU Regulation 392/2009 and where ratified the Athens Protocol 2002, which may be found at:

<http://www.transportrecht.org/dokumente/AthenProt2002e.pdf> and <http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF>.

Domestic sea carriage by sea or use of the ship as a floating hotel in the UK shall be governed by the 2014 Order which applies the Athens Convention 1974 limits. A copy of the Athens Convention 1974 may be viewed at:

<http://www.admiraltylawguide.com/conven/passengers1974.html>.

In all other cases carriage by sea or use of the ship as a floating hotel shall be governed by the Athens Convention 1974.

Any liability of the Carrier for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be solely brought and determined in accordance with the Athens Convention 2002 EU Regulation 392/2009 or where applicable the 2014 Order or Athens Convention 1974.

Where the Athens Convention or 2014 order apply or the ship is being used as a floating hotel the aggregate liability of the Carrier for the death of or personal injury to a Guest shall in no event exceed the monetary limitations of 46,666 SDR's (approx. £42,664.11) as set forth in the Athens Convention 1974.

The maximum liability for international sea going cruises pursuant to EU392/2009 and the Athens Protocol 2002 is 400,000 SDR's per passenger per incident (approx. £365,697.57) or 250,000 SDR's (approximately £228,560.98) in the case of War and Terrorism pursuant to EU Regulation 392/2009 and the Athens Convention 2002.

Liability for loss of or damage to property (save for medical and mobility equipment pursuant to the Athens Conventions and EU Regulation 392/2009) is limited. Cabin luggage is limited to 833 SDR's under the Athens Convention 1974 and 2014 Order

(approx. £761.57) and 2,250 SDR's (approx. 2,057.05) under the Athens Convention 2002 and EU Regulation 392/2009.

In all cases of carriage by sea luggage is assumed to be delivered without damage unless written notice is given by the Guest within the following periods:

- (i) In the case of apparent damage before or at the time of disembarkation or redelivery.
- (ii) In the case of damage which is not apparent or loss of luggage, within 15 days from the disembarkation or delivery or from the date any such delivery should have taken place.

The Carrier shall not be liable for any loss or damage to luggage that occurs outside the course of carriage including any loss or damage before or after the luggage comes into the Carrier's actual possession, custody and control, including, but not limited to, where the luggage is in the possession, custody and control of airlines or other transportation services.

The Carrier provides safekeeping for valuables aboard Ship and encourages Guests to deposit any jewellery or other valuables brought aboard the Ship with the Reception Desk staff who will issue a receipt for such valuables. The Carrier provides an in-room personal safe for Guest's convenience. However, the Carrier shall not be liable for any loss of or damage to money, jewellery, watches, precious stones and metals, securities, financial instruments, tickets and/or other valuables unless they have been delivered to the Reception Desk for safekeeping and a receipt issued in which case the Carrier's liability is limited in sums set out in the Athens Convention 1974 of 1,200 SDR's (approx. £1,097.09) and SDR's 3,375 (approx. £3,085.57) under EU Regulation 392/2009 and the Athens Convention 2002. The use of safes on board is not a deposit with the Ship under the Athens Convention 1974 or 2002 or EU Regulation 392/2009.

Where carriage is performed on Inland waterways and the vessel does not go to sea the liability provisions relating to sea going vessels do not apply to the cruise. In those cases the liability of the Carrier to Guests shall be determined in accordance with English law (the Merchant Shipping Act) and The Convention on Limitation of Liability for Maritime Claims 1996 (LLMC 96) as amended by SI 1998/1258, a copy of which will be provided by on request or can be found at:

<http://www.legislation.gov.uk/ukSI/1998/1258/article/4/made>).

The limits for non-sea going passenger vessels is 175,000 SDR's per passenger limit (approx. £ 159,992.69). Liability for property claims will be at least 1,000,000 SDR's (approx. £914,243.92) under SI 1998/1258 (4)(b)(i)).

The Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels, referred to as the "Strasbourg Convention" with protocols and amendments, applies to vessels sailing on waterways located in the territory of a state party

subject to (i) the "Revised Convention relating to the Navigation of the Rhine of 17 October 1868" and (ii) the "Convention of 27 October 1956 concerning the canalization of the Moselle" (Article 15(1) of the Strasbourg Convention: <http://www.ivr.nl/downloads/forms/B2.pdf>). If the Strasbourg Convention applies the limits for Guest claims are 60,000 SDR's (approx. £54,854.64) per Guest subject to a minimum of 6,000,000 SDR's (approx. £ 5,485,463.52) (see Article 7). The Carrier's liability for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by Guests shall, in the first instance, be governed by the Convention on Limitation of Liability for Maritime Claims 1996 as amended by SI 1998/1258 or where applicable the Strasbourg Convention. The Carrier's liability therefore shall not exceed those limitations provided by the said LLMC 1996 and SI 1998/1258 or where applicable Strasbourg Convention or in any further revisions, protocols and/or amendments thereto as shall become applicable. Where the LLMC 1996 or If applicable Strasbourg Convention permits the Carrier to apply a deductible, the Carrier may apply that deductible.

(The above reference approximate conversion rates are based on exchange rates as of. 15 September, 2015 SDR's are a monetary unit of the International Monetary Fund and current exchange rate can be found in major financial newspapers).

In respect of any loss or damage to property including luggage which are not covered by any international conventions, and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that the Carrier may have for any such losses or damage will be limited to £500 per Guest.

All settlements by the Carrier will be made on the basis of actual cash value (replacement cost, less depreciation) Claims for damaged items will be settled on the basis of cost of repair. No amount shall be paid in settlement of any claim without proof of the actual cash value, or repair cost, as appropriate, arising from the loss or damage. Such proof must be sent to the Carrier. The Carriers' liability must also be proven before any settlement will be paid. Guest cannot make a double recovery by making a claim against the Organiser and the Carrier.

Personal belongings lost while unattended in public lounges or other public areas, whether on board the Ship or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, and other acts-of-God are not reimbursable.

These liability provisions apply to all Guests and the relevant provisions of EU392/2009 shall apply to all cruises sold or where the cruise begins or ends in the EU even if the country in which the Cruise was purchased is not a signatory. In all other countries the provisions of the Athens Convention 1974 shall apply. This includes US Guests whose cruise does not begin or end or call at any US port.

### **13. Independent Contractors and Concessionaires - Limit of Liability**



The Carrier shall have no obligation or liability of any kind to the Guest for acts or omissions in connection with or arising out of arrangements with independent contractors or Concessionaires since they are not agents or employees of The Carrier.

Arrangements with independent contractors and Concessionaires include, but are not limited to the following: i) Goods or services sold in retail outlets on board the Ship, services or products available for the Guest's convenience on board the Ship and furnished by barbers, hairdressers, manicurists, masseurs, spa operators, photographers, entertainers, instructors, lecturers and others; ii) services, products or transportation provided elsewhere than on board the Ship which are furnished by others in connection with sightseeing tours, pre-cruise and post-cruise tours, excursions and shore trips, including, but not limited to tender service.

Tours, including pre-cruise, post-cruise and other shore excursions, including hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated by the Carrier and, are not under the operation or control of the Carrier and the Carrier makes no representation of any kind as to them, and takes no responsibility for them, even if, as a convenience to Guests, the Carrier provides an escort. The Carrier takes no responsibility for air or other transportation under any circumstances. Guests must assume responsibility for their actions while ashore and for their participation in shore activities.

The Guest shall have no right to any refund and the Carrier shall have no obligation or liability of any kind to the Guest for acts or omissions in connection with or arising out of arrangements with independent contractors or Concessionaires since they are not agents or employees of the Carrier. The independent contractors shall be entitled to charge for any products sold, services rendered or transportation provided to the Guest either directly or, as a convenience to Guests, through the Carrier, for which services the Carrier is entitled to impose a charge and earn a profit. Refunds will not be given for partially used services. No refund will be made for missed hotel nights or other program features due to airline delays or other factors beyond the control of the Carrier.

Each Guest agrees that all rights, exemptions from liability, defences and immunities of whatsoever nature referred to in the Ticket applicable to the Carrier and the Ship, shall in all respects inure also for the benefit of any servant, agent or independent contractor of the Carrier acting in the course of or in connection with their employment so that in no circumstances shall any such servant, agent or independent contractor as the result of so acting be under any liability to any such Guest different from that of the Carrier, and for purposes of the agreement contained in this section, the Carrier is or shall be deemed to be acting on behalf of and for the benefit of all persons who are or may be its servants, agents or independent contractors from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract contained in or evidenced by the Ticket.

#### **14. Shore Excursions**

Shore Excursions are available for purchase on board the vessel or prior to embarkation. Where the Shore Excursion is part of the Cruise or where the Carrier has sold Shore Excursions to Guests as principal then in these circumstances the Carrier will at all times endeavour to appoint reputable and competent local Suppliers in respect of these Shore Excursions. The terms and conditions of the Suppliers will however be applicable and these may limit or exclude liability of the Supplier. The liability of the Carrier will not exceed that of any Supplier.

The Conditions of Carriage including limitation of liability are applicable to any Shore Excursions purchased from and or provided by the Carrier.

Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any Supplier. In the event of a complaint by a Guest, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of England and Wales have not been met. The Carrier does not operate, perform or otherwise organise and/ or audit any Shore Excursions. All Guests must ensure that they are fit and healthy to undertake Shore Excursions. Guests must assume responsibility for their actions while ashore and for their participation in shore activities.

In relation to Crystal Yacht Cruises expeditions/experiences Guests will be required to have the required level of physical fitness and mobility for the shore excursions and or water sports on offer, a release may need to be signed to participate in some events. This is to ensure that Guests are fully aware of any risks and safety procedures to follow. Guest will not be asked to waive liability for any negligence of the supplier.

In relation to Crystal River Cruises, Guests will be offered a choice of complimentary guided shore side adventures featuring cultural, soft and active options in every port.

Where Guests purchase Shore Excursions and activities directly with a local Supplier then in such circumstances, the local Supplier is entirely independent of the Carrier even where the Carrier assist in booking such activities available as agent or otherwise. The Carrier is not responsible for any acts or omissions that are wholly attributable to the fault of the local Supplier.

#### **15. Time Limits and Notice Requirements for Claims**

**For Illness, Injury or Death:** Any incident or accident resulting in emotional injury, bodily injury, illness or death to a Guest must be reported immediately to a Ship's Officer. The Carrier will not be liable therefore and no claim may be brought except as provided by law. For claims made under the Athens Convention or EU Regulation 392/2009, these must be notified within 28 days of disembarkation and a claim filed in the Courts of England within two years of the date of disembarkation or in the case of death from the date of disembarkation would have taken place.

**For Property And Other Non-Personal Injury Claims:** A written claim for loss of or damage to Luggage, valuables and other personal belongings must be made to the Carrier before the Guest leaves the disembarkation area to enable the Carrier to investigate any damage and to conduct a search for claimed lost articles; all other non-personal injury claims must be made in writing as soon as they arise. Liability for loss of or damage to property pursuant to the Athens Convention and/or EU Regulation 392/2009 is limited to the amounts specified therein.

The Carrier shall be entitled to the maximum protection allowed by law, including any statutory protection as to the amount of damages recoverable. In no event, however, will the Carrier be liable for any damage, loss, injury or death not caused by the negligence of the Carrier.

#### **16. Payments by the Guest and Extra Expenses**

Any and all payments by the Guest to the Carrier shall be made in currency of the United States of America or other currency acceptable to the Carrier. All charges for services and products provided on board the Ship must be settled in cash, traveler's cheques, and personal cheques to limits acceptable to the Carrier or credit card acceptable to the Carrier before the Guest's final disembarkation from the Ship. Any other expenses incurred by the Guest or by the Carrier on behalf of the Guest shall be payable by the Guest on demand.

#### **17. No General Average**

Guests shall neither pay nor receive any general average contribution with respect to any property.

#### **18. Indemnification**

The Guest shall indemnify the Carrier for all penalties, fines, charges, losses or expenses incurred or imposed upon the Carrier

or the Ship by virtue of an act or violation of law by the Guest.

If the Guest is refused passage or leaves the Ship prior to the end of the cruise for any of the reasons described in this section or for other reasons including, but not limited to, personal, medical, or business reasons, the Carrier will not be responsible for any of the Guest's costs.

#### **19. Force Majeure**

Except as provided by Law, the Carrier shall not be liable in any way to the Guest for:

inability to perform any condition herein or any part thereof caused by or arising out of a Force Majeure event.

any delay, cancellation, curtailment, interruption, deviation of the Ship, change of itinerary which is caused by Force Majeure or other circumstances beyond the Carriers control

any death and or personal injury and or loss of or damage to luggage or property caused by Force Majeure

#### **20. Itinerary/Right To Change/Detention**

The Carrier reserves the right at its sole option and discretion and that of the Captain of the Ship without liability for damages or refund of any kind, to deviate from the Ship's advertised or ordinary itinerary or route, to delay, advance or cancel any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and/or by other means of transportation, to cause the Guest to disembark from the Ship temporarily or permanently, to tow or to be towed or assist other vessels or to perform any similar act which, in its sole judgment and discretion, is justified for any reason. The Carrier may for any reason whatsoever cancel any sailing at any time before departure of the Ship. In such event, the Organisers' only liability will be to refund to the Guest the amount it has received for the Ticket. If a voyage is cancelled due to mechanical failure of the Ship, the Guest will be entitled to a full refund of the cruise fare, or a partial refund for voyages that are terminated early due to those failures. If a voyage is terminated early due to mechanical failure of the Ship, the Guest is also entitled to transportation to the Ship's scheduled port of disembarkation or the Guest's home city, at the discretion and expense of the Carrier, as well as lodging at the unscheduled port of disembarkation, if required, at the expense of Carrier.

In the event that hotel accommodation is provided to the Guest then in accordance with EU 1177/2010 The Carrier's liability is limited to a maximum of 80 Euros per night for a maximum of 3 nights. The Carrier will make all such arrangements as are reasonably practical and available.

## **21. Law and Jurisdiction**

Subject to the jurisdictional provisions of the Athens Convention 1974 and 2002 and EU392/2009 (The Conventions) being applied all other disputes and matters howsoever arising between the Guest and the Carrier (including in connection with the Carriage and or its execution and or these Conditions shall unless the Carrier expressly agrees otherwise in writing be subject to the laws of England and shall be brought in the Courts of England to the exclusion of any other venue, law or jurisdiction. This includes US Guests where the cruise does not begin or finish or call at any US port Guests with claims under The Conventions may at their option choose English law and jurisdiction.

## **22. Interpretation**

Should any provision of the Ticket be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from the Ticket and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of the Ticket are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice versa.

## **23. Damages Excluded**

The Carrier shall not be liable for any indirect, special or consequential damages.

The Carrier does not accept any liability to the Guest for infliction of emotional distress, mental anguish or psychological injury of any kind under any circumstances, when such damages were not the result of physical injury to the Guest caused by the negligence of the Carrier, not the result of the Guest having been at actual risk of physical injury where such risk is caused by the negligence of the Carrier or not intentionally inflicted by the Carrier.

## **24. Written Notices**

Except as otherwise expressly provided in the Ticket, all written notices required by the Ticket must be mailed, postage prepaid, to:

Crystal Cruises

11755 Wilshire Boulevard, Suite 900

Los Angeles, California 90025

Standard Conditions of Carriage

Version 2\_11/11/15

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