

BOOKING CONDITIONS
Oceania Cruises



CUSTOMER PROTECTION

We recognise how important it is that the advance monies you pay for your cruise arrangements are secure. The laws and Regulations that govern the protection of these monies is complex and confusing so we have clearly set out below, the arrangements in place in respect of all probable combinations of cruise arrangements that you book with or through us:-

i) Oceania Cruises Fly Cruise

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the fly cruise package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 105271 in respect of all cruise arrangements including flights you will receive a Confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA.

ii) Arrangements without flights

If you book arrangements that don't include flights, your arrangements will be protected by way of a bond provided by ABTA. This means that, if 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.

iii) 'Cruise only' arrangements sold by a third party

Our financial protection in i and ii above does not cover cruises sold by third parties as principal to whom we supply a 'cruise-only' holiday and who sell this to consumers as a cruise only or in conjunction with other services (such as flights, on-shore accommodation and/or ground transfers) at an inclusive price. In this situation, the entire holiday including the cruise and all other such services and arrangements will be with the third party organiser and not us. That organiser will be obliged under The Package Travel, Package Holidays and Package Tours Regulations 1992 to provide financial security for all the monies paid to it. These bookings will not be protected by our ATOL or ABTA bond. Instead, the organiser will have their own ATOL (if the holiday includes any flight(s)) or other appropriate financial security arrangements to protect all monies paid to that organiser for the holiday and to repatriate holidaymakers (if applicable) in the event of their insolvency. The organiser should issue a confirmation invoice showing that they are responsible for providing all elements of the holiday.

For further information visit the appropriate websites: www.atol.org.uk or www.abta.com.

TERMS OF THE CONTRACT

These Booking Conditions, our privacy policy, the general information and any other written information we brought to your attention before we confirmed your booking will form the basis of your contract with Oceania Cruises Inc. trading as Oceania Cruises. ('we', 'us', 'our', 'The Company'). Please read these booking conditions carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. These Booking Conditions apply only to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you. References in these Booking Conditions to "arrangements" mean such holiday arrangements. English Law will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must be dealt with by the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is over 21 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

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- d. He/she will be responsible for making all payments due to us.

Accuracy of Prices and Brochure details

Important note: the information and prices shown in this brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the brochure information and prices at the time of printing, regrettably errors do occasionally occur. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

1. BOOKING PROCEDURE & DEPOSIT

In order to make a booking, please contact your professional cruise agent or us directly to take an option on space. In order to confirm a booking a deposit of 20% is payable plus any additional monies payable for flights or hotels in order to confirm airline seats or hotel rooms.

2. CONTRACT

After we receive your booking, and all appropriate payments, if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we despatch this invoice to the party leader or your travel agent. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

3. GUEST INFORMATION

Please note a Guest Registration Form (GRF) must be returned within seven days of your booking being confirmed and is a mandatory requirement of the booking process as this contains vital guest information. Failure to complete in full and to return the GRF will result in the delay of travel documents being sent.

4. PRICES & PAYMENT

We offer Free Economy Class air which is: (1) valid for full fare cruise guests (2) applicable to first and second guests per accommodation only (3) capacity controlled and subject to availability (4) limited to specific airports and airlines. Choice of airline carrier and routing is at the discretion of Oceania Cruises and will be advised to the client within two working days after the initial option is held. Guests opting to amend their free flight details will be required to pay any applicable supplements/penalties charged by the airlines. Supplements apply for regional flights to connect with the Free Air programme. Please enquire at the time of booking.

On selected sailings it is necessary to provide 1-night pre cruise hotel package. Should this be the case, we will advise you or your Travel Agent about this at the time of confirming your air schedule. Unless otherwise specified in the cruise programme description there may be cost associated with the events described and will be the responsibility of the guest. En-route overnights as described are subject to change/cancellation due to changes in the air scheduling. Due to hotel availability limitations, the hotel package might not be available within 60 days of embarkation. Hotels are subject to change without notice.

Full payment of the balance is required no later than **90** days prior to departure for sailings of less than 15 days, **150** days prior to departure for sailings for 15 days or more and 181 days for the 180 day 'Around The World' cruise. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 10 below will become payable. You must pay for your arrangements in Pounds Sterling. For flight inclusive bookings, all monies paid to our authorised travel agents for your arrangements with us will be held on our behalf until they are paid to us or refunded to you.

Our policies and procedures are constantly evolving. At time of printing, all those listed in this brochure were correct. We reserve the right to amend the advertised prices of arrangements at any time. We also reserve the right to correct errors in both advertised and confirmed prices. The Company's prices are based on known costs and projections at the time of printing and it does not expect to have to make any changes. However, the Company reserves the right to change prices at any time up to 30 days before departure to allow for variations caused by a) the exchange rates mentioned in the up-

to-date issue of this brochure b) changes in transportation costs, including the cost of fuel and, c) government action such as changes in VAT or any other government imposed changes; including dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports. Even in these cases, the Company will absorb an amount equivalent to 2% of the holiday price (excluding amendment charges). If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other

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protection in place. There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period. Airline tickets can only be issued upon receipt of full payment.

Guests sailing on cruises within selected European Union ports will be subject to the Value Added Tax (**VAT**) on purchases made in the **gift shop, spa services, merchandise and alcoholic beverages** during their cruise. Purchases subject to the Value Added Tax (VAT) as well as the amount of the VAT varies by itinerary and venue. If guests are not citizens of the European Union, they will have the opportunity to reclaim a portion of the VAT paid on certain merchandise purchased on board in our gift shop, subject to certain minimum purchase requirements. VAT charged on beverages and spa services are not eligible for reimbursement. For your convenience the VAT will be reflected on your onboard receipts. The gift shop can issue non-EU guests a Global Blue refund receipt, which will assist you in claiming back EU VAT.

Gratuities are not included in the Cruise Fare and are payable as follows:

\$16.00 per person per day plus an additional \$7.00 per person per day for Penthouse Suites and above. The charge for gratuities will be added to each client's onboard account, payable prior to disembarkation.

5. INSURANCE

All guests must have adequate insurance cover against cancellation, medical expenses, loss of luggage etc and it is the guest's responsibility to ensure that adequate insurance is taken. We would recommend that you contact your travel agent or an independent insurance broker or expert for details of suitable policies. Should you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

6. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. Further information on Oceania Cruises sailings on which British citizens require visas can be found at www.uk.cibt.com/oceania.

All guests must possess a full passport, valid for at least 6 months after the end of their holiday. Non-British passport holders should check entry requirements with the countries they will visit during their cruise.

Medical advice changes frequently, and therefore we recommend that guests seek professional medical advice regarding vaccination requirements for their holiday. Please contact NHS Direct on 0845 4647 or MASTA on 09068 224100 or [www.masta-travel-health.com/.](http://www.masta-travel-health.com/), and therefore all guests are responsible for ensuring that they conform to passport, visa and vaccination requirements for all countries they will visit during their cruise. Oceania Cruises may at certain times deem it appropriate to require the guest to have specific vaccinations. Details will be advised as soon as possible.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk

Security measures imposed by governments may change from time to time and you will be required to comply with them. As a courtesy, we will endeavour to provide you with notice of measures which may affect you, but complying with any such requirements is your responsibility. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

7. GUESTS WITH SPECIAL NEEDS

Except as set out below, our ships have selected suites designated for guests with physical disabilities. Please contact our Reservations Department for further information. You must ensure that you are medically and physically fit for travel, and that such travelling will not endanger yourself or anyone else. At the time of booking (or as soon as possible if the condition arises after booking) you must tell your travel agent in writing about any medical or physical condition which will or may require medical treatment or attention during your holiday or which may or will affect your holiday in any way (including your use of any services or facilities). A Reduced Mobility Checklist will be sent to you for completion. Please provide as much information as possible. Guests who use wheelchairs must provide their own collapsible wheelchair and may find certain areas of the ship inaccessible. If you would like to bring a motorised wheelchair or scooter on board you must contact our Administration Department at time of booking to provide the dimensions as size limitations may apply and we may not be able to accommodate this request. Certain conditions (for example, use of tenders) may prevent guests with wheelchairs from going ashore at certain ports of call. Guests affected by disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

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8. SPECIAL DIETS & REQUESTS

The Company will endeavour, but does not guarantee, to meet any special diet requirements or special requests that you may have. These should be advised at the time of booking and detailed in writing to the company. Note: "Strict" Kosher meals must be requested at least 3 months prior to departure, call Reservations for more detailed information and prices. Some requests may incur extra charges. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. Unless specifically agreed by us in writing at time of booking, we cannot accept any booking, which is conditional on a special request being satisfied. Such bookings will be treated as normal bookings subject to the above comments on special requests.

9. BOOKING AMENDMENT

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist you, we cannot guarantee we will be able to meet any such request. Where we can meet a request, all changes will be subject to payment of an administration fee as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable (see clause 10 of these booking conditions). **Note: Certain travel arrangements, particularly, guest name, ship, sail date, category of suite or value of your booking may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.** If you make an amendment that results in a reduction in the price of the booking value, the difference in price will be subject to a charge in line with the percentages and timescales detailed in clause 10. For all minor changes made after final payment date, an amendment fee of 100 per person per booking will be payable together with any expenses (such as airline, hotel or any other suppliers charges) incurred by ourselves or imposed by any of our suppliers. Guests opting to deviate their flight will be required to pay a 50 per person fee plus any applicable fare increases fees/penalties charged by the airlines. Changes of holiday date are subject to cancellation penalties.

10. BOOKING CANCELLATION

If you or any other member of your party decides to cancel your confirmed booking you must notify your Travel Agent or us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices. We recommend that you use recorded delivery. All documents issued must be returned together with the notice of cancellation. We are unable to provide refunds for guests failing to comply with these booking conditions.

Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling.):-

10a. CRUISE CANCELLATION

PERIOD PRIOR TO DEPARTURE DATE WHEN NOTICE OF CANCELLATION RECEIVED BY THE COMPANY

Cancellation Charges for cruises of less than 15 days:

Final payment due at **90** days

120 – 91 days	175.00 Administration Fee ⁺⁺ per guest (category G-PH1) 10% cancellation fee (category OC-OS)
90–76 days	25% of holiday price
75 - 61 days	50% of holiday price
60 - 31 days	75% of holiday price
30 - 0 days	100% of holiday price

Cancellation charges are strictly enforced.

Cancellation Charges for cruises of 15 days or more:

Final payment due at **150** days

180 – 151 days	175.00 Administration Fee ⁺⁺ per guest (category G-PH1) 10% cancellation fee (category OC-OS)
150 - 121 days	25% of holiday price
120 - 91 days	50% of holiday price
90 - 61 days	75% of holiday price
60 - 0 day	100% of holiday price

⁺⁺The £175 per person Administrative Fee may be converted to a Future Cruise Credit redeemable on bookings made up to 12 months after cancellation date and for travel within 2 years of date of issue.

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Around The World Cruise (180 Days)

181 Days +	350 cancellation fee per guest (category G-PH1)
	10% cancellation fee (category OC-OS)
180 - 151 Days Prior	25% of Fare
150 - 121 Days Prior	50% of Fare
120 - 91 Days Prior	75% of Fare
90 - 0 Days Prior	100% of Fare

A 100% cancellation fee will be imposed as indicated above for non-appearance at the port of Cruise embarkation at the scheduled time of departure, or the absence of written notice.

Cancellation charges are strictly enforced.

10b. ANCILLARY SERVICES CANCELLATION

Pre-Post Cruise Hotel & Land Packages	Within 60 days prior to departure	100% fee
Overland Tours	Within 45 days prior to departure	100% fee
Visa Packages	Within 60 days prior to departure	100% fee
Executive Collection & Private Transfers	Within 36 hours of departure	100% fee
Al Carte Shore Excursions	Within 36 hours of departure	100% fee
Unlimited & Your World Packages	On or after Embarkation day	100% fee
Culinary, La Reserve & Privee	Within 36 hours of scheduled reservation	100% fee
Air Deviation Fee	When requested	100% fee
Air Supplemental Fee	Standard cancellation policy	100% fee
Free Hotel Credit	Not available 60 days	100% fee

Certain travel arrangements, particularly, guest name, ship, sail date, category of suite or value of your booking may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Airline tickets can only be issued upon receipt of full payment, and once airline tickets have been issued then airline cancellation fees will be passed onto you in addition to the cancellation charges set out above.

11. ALTERATIONS & CANCELLATIONS BY THE COMPANY

We reserve the right to withdraw and/or cancel a cruise or cruisetour or to make changes in the itinerary and hotel accommodations whenever, in its sole judgment, conditions warrant. Arrangements for the holidays are made many months in advance by the Company. Itineraries may change from time to time, both before and after your sailing departs. We regret we cannot guarantee that ships will call at every advertised port or follow every part of the advertised itinerary. We and the Master of the ship have the right to omit any port(s), and deviate from the advertised itinerary at any time. We must also reserve the right to cancel confirmed bookings. However, we promise we will only cancel your confirmed booking after the date on which your final balance is due where you have failed to make full payment on time or as a result of circumstances outside our control/"force majeure" as defined in clause 12 below. Most changes are minor but occasionally, we may have to make a "significant change". Examples of "significant changes" include the following when made before departure: a change of cabin grade to that of a lower official classification for the whole or a major part of your holiday, a change of ship, a change in the length of your cruise by more than 12 hours and a significant change of itinerary missing out one or more major destination substantially or altogether, a change in embarkation or disembarkation port which would significantly affect connecting travel arrangements. In the event of a significant alteration or cancellation prior to departure, the Company will inform you as soon as possible and will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- (c) Cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

If we have to make a significant change or cancel 10 weeks or less before departure, subject to the exceptions below, and in addition to a full refund of monies paid, we will pay you reasonable compensation in the form of a shipboard credit or future cruise credit: We will not pay you compensation where we make a significant change or cancel more than 10 weeks before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. Very rarely, we may be forced by "force majeure" (see clause 12) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where services with a higher price

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than the original are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if services are offered by us and accepted by you with a higher price than that originally booked with the same itinerary or on the same ship where no additional payment is made by you.

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

12. CIRCUMSTANCES OUTSIDE OUR CONTROL

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, unavoidable technical failure with transport, lawful deviation at sea in response to a distress call or other emergency and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure.

13. OUR RESPONSIBILITY

(1) Subject to these booking conditions, your holiday arrangements will be performed using reasonable skill and care. Also, as long as they were acting within the course of their employment or carrying out work we had asked them to do we will be responsible if our employees, servants or agents fail to perform your holiday arrangements using reasonable skill and care. Please note that it is your responsibility to show that reasonable skill and care has **not** been used if you wish to make a claim against us. If we, or our employees, servants or agents fail to perform your holiday arrangements using reasonable skill and care, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees, servants or agents acts or omissions affected the overall enjoyment of your holiday), we will pay you reasonable compensation.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which results from: -

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.

(3) The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.

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

(a) Loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and not involving injury, illness or death

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

(c) Claims in respect of Carriage by Sea

Carriage of passengers and their luggage by sea shall be governed EU Regulation 392/2009 and where applicable by the Athens Convention adopted at Athens on 13th day of December 1974 and the Protocol thereto adopted as of November 1976 (hereinafter referred to as "Athens Convention 1974").

The Athens Convention may be found at <http://folk.uio.no/erikro/WWW/corrgr/passord/Athens74.pdf>

and EU Regulation 392/2009 may be found at

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/2724/annex-b-reg-ec-392-2009.pdf.

The Athens Convention 2002 shall apply from 23 April 2014 in addition to EU Regulation 392/2009. This may be found at http://www.imo.org/blast/blastDataHelper.asp?data_id=30972&filename=5.pdf

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Any liability of the Carrier including Oceania Cruises Inc. as contracting 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 EU Regulation 392/2009 and from 23 April 2014 the Athens Convention 2002. or where applicable the Athens Convention 1974 .

Where there is a shipping incident as defined by EU Regulation 392/2009 or the Athens Convention 2002 the Guest has a right to compensation from the Carrier or the Carrier's insurance provider of up to 250.000 SDRs in any event, with the exception of circumstances beyond the Carrier's control (i.e. act of war, natural disaster, act of a third party). Compensation can go up to 400.000 SDR unless the Carrier proves that the incident occurred without his fault or neglect. In the case of a non-shipping incident: the passenger has a right to compensation from the Carrier of up to 400.000 SDR, if the Passenger proves that the incident was the result of the Carrier's fault or neglect. The aggregate liability of the Carrier for the death of or personal injury to a Guest shall in no event exceed 400,000 SDR's per passenger per incident (approximately £383,733.54) or 250,000 SDR's in the case of War and Terrorism (approximately £239,833.46)

Where the Athens Convention 1974 is applicable the Guest is required, save where Article 3 (3) applies to prove fault or neglect of the Carrier. The maximum liability for death and or personal injury is 46,666 SDR's (approximately £44,768.27) per passenger per carriage.

Liability for loss of or damage to cabin luggage (save medical and mobility equipment) pursuant to the Athens Convention 2002 and EU Regulation 392/2009 is limited to 2,250 SDR's (approximately £2,158.50) and where the Athens Convention 1974 is applicable 833 SDR's (approximately £799.13). Luggage is presumed 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 Guests 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 to SDR's 3,375 (approximately £3,237.75) under EU Regulation 392/2009 and the Athens Convention 2002 and 1200 SDR's (approximately £1,151.20) pursuant to the Athens Convention 1974 . The use of safes on board is not a deposit with the Ship under EU Regulation 392/2009 or the Athens Convention 1974 or 2002.

SDR's are a monetary unit of the International Monetary Fund and current exchange rate can be found in major financial newspapers.

All settlements 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.

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

(d) international travel by air, and rail, or any stay in a hotel

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air);); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us.

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ii) We are not the operating Carrier and do not have any liability to pay compensation in any circumstances in which an air carrier is liable to you by virtue of the Denied Boarding Regulation 2004 Your remedies provided under the Regulation are against the air carrier.

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

(5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.

(8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

14. CONDITIONS OF CARRIAGE

Carriage by road, rail and by sea will be subject to the operating carrier or transport company's own 'Conditions of Carriage' which will apply to you on your journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract. Copies of the Conditions of Carriage of any carrier may be available from our Head Office by arrangement, though reference to and a summary of them will be contained on or with the carriers' tickets which we send you when you have paid for your holiday in full. Carriage by Sea is operated by Oceania Cruises whose vessels: M/S Insignia, M/S Marina, M/S Nautica, M/S Riviera and M/S Regatta are registered in Marshall Islands, on behalf of Oceania Cruises Inc., 8300 NW 33rd Street, Suite 100, Miami, FL 33122, United States of America.

CRUISES

The Carriers conditions of Carriage can be accessed on the website.

Guests agree that the sale and consumption of alcoholic beverages will be limited to Guests who are 21 years or older and no Guest will attempt to purchase or consume such beverages in violation of this policy under any circumstances, either for themselves or others. Carrier will refuse and prohibit the sale or service of alcoholic beverages to Guests under the age of 21 years

Smoking is expressly forbidden in all staterooms, suites and on verandas.

Infants must be one year of age as of the first day of the Cruise. Guests must be 18 years or older to use any equipment provided in the on-board Fitness Centre, with the exception of children aged 16 or 17 years of age, who may use the equipment in this facility if accompanied by a parent or other legal guardian at all times. Children under the age of 16 are not permitted in the Fitness Centre.

Guests 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 Carrier in respect of the inability to provide such services or equipment.

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 24th week of pregnancy.

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.

BOOKING CONDITIONS

The Carrier expressly reserves the right to refuse passage to board to any Guest who has or will enter the 24th week of pregnancy at the beginning or at any time during the Cruise or 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.

EU Regulation 1177/2010 applies where the Cruise begins in a EU port. A summary may be viewed at <http://eur-lex.europa.eu/legal-content/EN/LSU/?uri=CELEX:32010R1177>

Guests must provide full details at the time of booking of any requirement for a disabled cabin and or if the Guest has any special seating requirements and or if the Guest needs to bring any medical equipment on board and or the Guest needs to bring a recognised assistance dog on board the vessel. Please note that assistance dogs are subject to national regulations. Where the Company considers strictly necessary for the safety and comfort of the Guest and in order for the Guest to fully enjoy the cruise, 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 need of the Guest on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary. Guests confined to a wheelchair are asked to kindly furnish their own standard size collapsible wheelchair and must also be accompanied by a travelling Guest who is fit and able to assist them.

If the Guest has any particular conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organized 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.

If after careful assessing the Passenger'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 embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety.

The Carrier reserves the right to refuse to carry any Guest who has failed to adequately notify the Carrier of any Disabilities or needs for assistance in order for the Carrier to make an informed assessment that the Passenger can be carried in a safe or operationally feasible manner on the grounds of safety. If the Guest does not agree with a decision of the Carrier then the Passenger must provide a complaint in writing with all supporting evidence to the Company and the matter will be considered by a Senior Manager.

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

15. EXCURSIONS, LAND TOURS, LECTURES & PERSONALITIES

Excursions or other tours that you may choose to book or pay for whilst away are not part of your contract for a package holiday provided by us. Whilst we exercise reasonable care and skill in selecting reputable and competent independent contractors we do not perform the excursions or land tours. All such shore excursions and land tours are operated by independent contractors and we act only as an agent in booking them even where we suggest or recommend a particular supplier and/or feature such excursions in our brochure and/or assist you in any way in booking them. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We shall not be liable for any loss, injury, death, damage or misrepresentation, including but not limited to, loss of enjoyment, disappointment or distress for changes to, or cancellation of any shore excursion or land programmes that do not form part of your fly cruise package booked with us. These independent contractors may impose additional limitations of liability in their own booking terms and conditions which are available from us on request. Shore excursions are capacity controlled based on first come first served basis. Requested excursions may not be available at time of booking. Some optional pre- and/or post- cruise land tours, shore excursions or special events are subject to cancellation if a minimum number of participants is not achieved. Guest lecturers, hosted cruises and entertainers are subject to change and/or cancellation without notice. Whilst we will make every effort to accommodate all our guests, please note that some shore excursions and land programmes may not be suitable for Guest's with limited mobility. Nevertheless we will endeavour to absorb costs where we can although it may be necessary to impose an additional charge. We will be happy to try and assist with the booking of private shore excursions where possible, please contact us to discuss further.

16. TRAVEL ARRANGEMENTS

The Company has made arrangements with airlines and hotels that provide services for our optional travel arrangements. Where the hotel is specified you will be booked into this hotel or one of a similar standard. The prices shown may be revised upwards or downwards at any time prior to confirmation. No allocations are held. Guests are booked onto the scheduled services of IATA carriers. Any deviations from the published package should be advised clearly in writing. Air Prices are available flying from London or your preferred Regional airport where possible. Optional Land Programmes – any air included within an optional land programme is in economy class unless specified otherwise. Upgrades may be requested for an additional supplement but are not guaranteed. Baggage allowances may differ from your international carrier and excess charges may apply.

BOOKING CONDITIONS

17. FLIGHTS

We offer Free Economy Class air which is: (1) valid for full fare cruise guests (2) applicable to first and second guests per accommodation only (3) capacity controlled and subject to availability (4) limited to specific airports and airlines. Choice of airline carrier and routing is at the discretion of Oceania Cruises and will be advised to the client within two working days after the initial option is held. Guests opting to amend their free flight option will be required to pay any applicable supplements/penalties charged by the airlines. Supplements apply for regional flights to connect with the Free Air programme. Please enquire at the time of booking.

On selected sailings it is necessary to provide 1-night pre cruise hotel package. Should this be the case, we will advise you or your Travel Agent about this at the time of confirming your air schedule. Unless otherwise specified in the cruise programme description there may be cost associated with the events described and will be the responsibility of the guest. En-route overnights as described are subject to change/cancellation due to changes in the air scheduling. Due to hotel availability limitations, the hotel package might not be available within 60 days of embarkation. Hotels are subject to change without notice.

Where flights are chosen at time of booking we are not always in a position to confirm the carrier(s), aircraft type and flight timings which will be used. The carrier(s) and flight timings detailed on your air itinerary or invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your e-tickets which will be despatched to you approximately two weeks before departure. You must accordingly check all documents immediately on receipt to ensure you have the correct flight information. It is possible that flight times may be changed even after tickets have been despatched and therefore we recommend that all guests check with their applicable air carrier(s) at least 72 hours in advance to reconfirm flights and baggage allowance/fees. Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges. Guests opting to deviate their flight will be required to pay a £50 per person fee plus any applicable fare increases fees/penalties charged by the airlines. Airline tickets can only be issued upon receipt of full payment. Guests are required to provide certain information to the airlines; including passport information and home/destination address details. Please refer to the airline's website. Failure to provide this information at least 72 hours prior to your flight may result in complete cancellation of your air schedules.

We reserve the right to choose the air carrier and routing and the right to change airline routing for any reason and/or re-route guest without prior notice to the nearest departure city if adequate air service is unavailable. Occasionally, due to scheduling conflicts an en-route overnight might be necessary.

Please note the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU Community. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from us. Your rights to a refund and/or compensation from us are set out in clause 11 above. If the airline does not comply with these rules you should complain to the air transport users council on 0207 2406061 www.auc.org.uk. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of their return flight. It is the guest's responsibility to: a) check their baggage allowance for all flights as they may differ; b) to check the departure and arrival terminals on all flights; c) to ensure they arrive at check-in by the appropriate time with all proper and necessary documentation. Due to airline restrictions, Oceania Cruises is not always authorised to pre-reserve seats for their guests. When allowed by the airlines and as a courtesy, Oceania Cruises will send a generic request to the airline(s) for pre-assigned seats. This is strictly a courtesy and Oceania Cruises is not responsible for changes or cancellation of pre-assigned seats prior to flight departures, for any reason. Guests are advised to contact the airline(s) directly to confirm and/or change pre-assigned seating. Other requests such as adding frequent flyer numbers and requesting special meals or wheelchair assistance must be requested directly with the airlines. Guests are at all times responsible for paying all service fees imposed by the airlines. These fees are at all times non refundable. Some airlines restrict the accumulation and/or use of frequent flyer miles in conjunction with fares used by Oceania Cruises.

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.

BOOKING CONDITIONS

18. COMPLAINTS

In the unlikely event you have a reason to complain whilst away, you must immediately notify the Executive Concierge on board ship and the supplier of the service(s) in question (if not us). This is to ensure that we are given the opportunity to address and to attempt to resolve any issue you raise. Any verbal complaint must be put in writing and given to the supplier and us as soon as possible. If a problem cannot be resolved to your satisfaction you must write to us no later than 28 days from the end of your holiday. Failure to notify us within this time may mean that the matter cannot be properly investigated or rectified and this may affect your rights. We regret we cannot accept liability for any complaints or claims which do not involve death, personal injury or illness, if you fail to notify the complaint or claim in accordance with this clause. Any dispute, between us, which cannot be settled by agreement, may be referred to the ABTA arbitration scheme as below.

We are a member of ABTA, membership number Y495X. 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, or in connection with this contract. Further information on the code and arbitration can be found at www.abta.com. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the independent Arbitrators within 18 months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

19. DATA PROTECTION ACT 1998

Information provided by you to us in connection with your booking(s) will be held by us, in accordance with the Data Protection Act 1998 and our Privacy Policy available on our website at www.oceaniacruises.com accessible from the home page. It will be used for reservations, booking, ticket issue and marketing. You may have a copy of the personal information held about you by writing to Oceania Cruises, Suite ABC, Beresford House, Town Quay, Southampton, SO14 2AQ. The Company reserves the right to make a charge for supplying you with this information which at the time of printing this brochure amounts to £10.

20. BROCHURE VALIDITY

The information in this brochure represents Oceania Cruises plans and intentions at the time of going to press. Events subsequent to the printing of this brochure may cause us to unavoidably change our plans, which could affect the published itineraries and fares. Oceania Cruises gives notice that all information in this brochure is subject to alteration with or without notice. Please contact your Travel Agent for up to date prices and itineraries before you book, or call us on 0345 505 1920, or visit our website at www.oceaniacruises.com.

21. REFUSAL OF TRAVEL

If in our reasonable opinion or the reasonable opinion of the Ship's Master or doctor, you are or appear to be unfit to travel for any reason or a risk or a danger to yourself or a danger to others or behave in such a way as to cause or likely to cause danger, upset or distress to any third party or danger to property. In this situation we are entitled without prior notice to refuse to allow you to travel on any ship and to terminate your cruise holiday at any time. You may then be left at any port or place at which the ship calls without our incurring any liability. You will have to pay any costs, expenses or losses suffered as a result, and we will not pay any compensation or give you any refund. Once your holiday has been terminated in this manner, we will not have any further responsibility towards you. The same right to refuse to allow you to travel or to use any services applies where you are or appear to be unfit to travel or otherwise behave badly as set out above during any other part of your holiday.

All information herein is correct at time of going to print.

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