



Fred. Olsen Cruise Lines

Fred. Olsen House, White House Road, Ipswich, IP1 5LL
0800 0355 053

FOCL Bookings Privacy Notice

Preface

Fred. Olsen Cruise Lines are committed to protecting the privacy of everybody that travels with us. This privacy notice is our way of being transparent to you on how we use your personal data when you book with us and demonstrate our fair processing practices.

Categories of Personal Data We Process

In order for us to facilitate your booking we require the following personal information about you and all persons on the booking:

- Name; as on passport
- Address
- Phone Number(s)
- Email
- Payment method information
- Nationality
- Passport Number
- Passport Expiry Date
- Passport Issue Date
- Place of Passport Issue
- Date of Birth
- Place of Birth
- Gender
- Emergency contact
 - Name
 - Contact details
 - Relationship to the traveller
- Travel Insurance Company, Policy Number & 24 hour medical emergency number

We are also obligated to obtain personal data of a special category such as health and medical information and information that could reveal your race or ethnicity, such as nationality.

We request the name and phone number of an emergency contact and their relationship to you. We realise that your emergency contact may not have heard of Fred. Olsen previously and so we ask you to inform them that you will be sharing their information with us. If they have any queries they can contact us using the details we have provided in this notice.

You are required to provide this information to us before we can confirm your booking and accept you on the cruise. If you fail to provide us with this information then you will not be able to board the Ship.

Receiving Data Through Third-Parties

We are proud to have a wide network of travel agents and travel partners. If you book through a travel agent we will receive your data through the travel agent of your choosing. If you have concerns that we may have received your information in error or would like to find out where we have received your information from, please contact us using the details in this notice.

Purposes of processing your personal data legal basis

We process your data for a variety of purposes both shoreside and when you are on board with us. We always process personal data with a legal basis and the table below demonstrates our intended purposes and the legal basis we use to process your data.



Fred. Olsen Cruise Lines

Fred. Olsen House, White House Road, Ipswich, IP1 5LL
0800 0355 053

Shoreside

Purpose	Legal Basis
Making your booking	Contractual Obligation
Obtaining medical information and information that can reveal race or ethnicity	Contractual obligation with explicit consent Your explicit consent is obtained through the provision of this information from yourself directly or the third party passing us this information. You can withdraw or decline consent however you will not be able to board our Ship without providing us with this information
Contacting you with information relating to your booking including itinerary changes and costs.	Contractual Obligation
Arranging flights or hotels	Contractual Obligation
Amending and transferring your booking at your request	Contractual Obligation
Contacting you from call centre if phone is cut off or call back requested	Legitimate Interest
Transferring your call to Holiday Extras in the event you require travel insurance or any other additions	Legitimate Interest
Contacting you with information on additional services relating to your cruise. For example: information on tours, upgrades, Ocean's Club and special events	Legitimate Interests
Contacting you via email, phone and post about Fred. Olsen Cruises (We will always give the option to opt-out of this at the point we capture your information and in every subsequent communication with you.)	Legitimate Interests
Call recording	Legitimate Interests
Using aggregated data to identify trends in bookings and for business reporting purposes	Legitimate Interests
Contacting you or your emergency contact in the event of an emergency	Vital Interests



Fred. Olsen Cruise Lines

Fred. Olsen House, White House Road, Ipswich, IP1 5LL
0800 0355 053

On Board

Purpose	
Uploading your information to the passenger management system	Contractual obligation
Providing information to Immigration Authorities, customs and port inspection, Interpol and Police.	Legal Obligation
Preparing and sharing manifests and security lists for port agents and port authorities at the designated port-of-call	Legal Obligation
Retaining financial records of spend on board	Legal Obligation
Fulfilling specialist dietary requirements	Vital Interests
Providing medical care	Vital Interests
Sharing medical consultation	Consent Consent is requested and captured at the point of the medical consultation. You can decline consent however this could limit your access to medical resources.
Contacting you or your emergency contact in the event of an emergency	Vital Interests
Storing guest information in crew accessible areas at muster stations	Legitimate Interests
Filling in a Spa consultation form prior to treatment (contains medical information)	Legitimate interests with your explicit consent captured by you filling in the handwritten form. You may withdraw your consent to provide us with this information however this will affect your ability to receive treatments at our Spa on board.
Communicating with you about information that directly relates to you. We do this using on board mailing to your cabin	Contractual obligation
We offer a facility that allows you to book or find out more information on future cruises	Legitimate Interests
CCTV	Legitimate Interests
Processing a guest's image to validate the correct person is embarking and disembarking	Legitimate Interests
Recording financial details to settle on board accounts	Legal Obligation
Recording feedback and complaints	Legitimate Interests



Fred. Olsen Cruise Lines

Fred. Olsen House, White House Road, Ipswich, IP1 5LL
0800 0355 053

Recipients of your information

In order for us to deliver our cruise and services to you we have to transfer your information to third parties. The list below provides information on the types of third parties that we share information with. It is challenging to name specifically the third parties that we will transfer data and so we have provided categories of recipients for you instead.

- Port Agents and Port Authorities
- Tour Providers: if you book a tour through us
- Specialist service providers; in the event you require a specialist service e.g. medical
- Holiday Extras; if you need travel insurance – you will provide your information to Holiday Extras and provide us with the policy number
- Fred Olsen Business Travel: if you require additional travel to board the Ship
- Mailing houses; we transfer your name and address to mailing houses to send out brochures
- Marketing and PR agency; Total Media

We travel all over the world and the recipients of your personal information can be in any one of the ports we can call at around the world. When docking and liaising with a recipient within Europe, the EEA and countries on the European Commission's data protection 'adequacy' list; we use the countries own data protection regulation as the safeguard for your data over and above the technical and organisational measures we have put in place to secure your data. For recipients outside of this list we use either our contractual clauses or the fulfilment of our contract with you as the appropriate safeguard.

We will never sell your data to any third party.

Retention of your personal data

We retain the data relating to your booking for a minimum of 4 years which is a requirement for our ABTA regulatory compliance.

Information relating to the monetary value of your booking including financial transactions conducted on board will be retained for a minimum of 7 years from the date of the transaction.

We retain medical information that we collect on you whilst on board until such time as it is no longer needed as dictated by yourself, your insurers or by a medical professional involved in your treatment or care.

These retention periods are not inclusive of how long the recipients of your personal information may retain your data for.

Your Rights

We are always happy to fulfil any one of your rights. Your rights with respect to the personal data that we process on you are:

- Right to information on how your data is processed
- Right of access to the personal data we hold on you
- Right to rectify any inaccurate data we process on you
- Right to object to us processing your personal data
- Right to erasure of your data
- Right to data portability
- Right to lodge a complaint with a data protection regulator
- Right not to be subject to automated decision making



Fred. Olsen Cruise Lines

Fred. Olsen House, White House Road, Ipswich, IP1 5LL
0800 0355 053

You can invoke any of your rights at anytime using the contact details listed in this notice. Please be aware that we can ask for identification documents to confirm we are disclosing information to the correct person. If you elect a representative to invoke these rights on your behalf we will request that the representative can demonstrate they have the authority to act on your behalf and their identity.

We do not conduct any automated decision making or profiling when you make a booking with us.

Data Controller

Fred. Olsen Cruise Lines is a data controller. We collect and process data for a number of purposes outlined in this notice. If you ever need to contact us you can by using the details below:

Address: Fred. Olsen House, White House Road, Ipswich, Suffolk, IP1 5LL

Phone: (+44) 01473 292 200

If you have a specific query relating to how we process your personal data you can contact our Data Protection Officer on:

Email: dataprotection@fredolsen.co.uk

fredolsencruises.com



Your contract with Fred. Olsen Cruise

*Bringing the
world closer*

These Terms are correct as at the date of publication of this Brochure. Your booking will be subject to the most up-to-date

2.9 Children less than 6 months old and women who will be more than 24 weeks pregnant at the end of the Holiday are not permitted to travel. It is recommended that medical advice is sought prior to Booking for children aged between 6 – 12 months.

2.10 FOCL is a bonded tour operator with ABTA Limited (No. W0637) meaning that when you buy a Holiday that does not

2.11 In respect of a Holiday that includes a flight, FOCL holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (the "CAA") (ATOL No. 5016) and as such, FOCL is a member of the ATOL Scheme. All the flights and flight-inclusive Holidays sold by FOCL that are subject to these Conditions are financially protected by the ATOL Scheme. When a Passenger pays for a flight or flight-inclusive Holiday, they will be provided with an ATOL certificate. If they are not provided with one, they are entitled to ask for one and one shall be provided. The Passenger should check the ATOL certificate to ensure that everything they booked (flights, hotels and other services) is listed on it. The ATOL certificate also lists what is financially protected under the terms of the ATOL Scheme and where the Passenger can get information on what this means and who to contact if something goes wrong. Further information on the ATOL certificate not contained in these terms and conditions can be found at www.atol.org.uk/ATOLCertificate.

2.12 For the avoidance of doubt, any additional products that are not FOCL products, whether supplied by an agent or Tour Operator or purchased from a third party directly, are not covered under FOCL's ABTA bond or FOCL's ATOL licence. FOCL excludes liability to the Passenger in respect of such additional products to the greatest extent permitted by law.

2.13 FOCL, or the suppliers identified on the Passenger's ATOL certificate, will provide the Passenger with the services listed on the ATOL certificate (or suitable alternatives). In some cases, where neither FOCL nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide the Passenger with the services they have bought or a suitable alternative (at no extra cost to the Passenger). The Passenger agrees that in those circumstances the alternative ATOL holder will perform those obligations and the Passenger will pay any sums outstanding as part of their Booking to the alternative ATOL holder. However, the Passenger also agrees, that in some cases it will not be possible to appoint an alternative ATOL holder, in which case the Passenger will be entitled to make a claim under the ATOL Scheme (or their credit card issuer where applicable).

2.14 If FOCL, or the suppliers identified in a Passenger's ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) the Passenger under the ATOL Scheme. The Passenger agrees that in return for such a payment or benefit, they assign absolutely to those trustees any claims which the Passenger has or may have arising out of or relating to the non-provision of the services, including any claim against FOCL, any travel agent or the

Passenger's credit card provider, where applicable. The Passenger also agrees that any such claims may be reassigned to another body, if that other body has paid sums the Passenger has claimed under the ATOL Scheme.

2.15 FOCL has no liability whatsoever for flights booked by a Passenger that do not expressly form part of a Booking.

2.16 In relation to Group Bookings, the person making the Booking (the "Lead Passenger") warrants that they are over 18 years of age and have authority to contract and accept these Conditions on behalf of all those partaking in the Holiday. Passengers that are subject to a Group Booking ("Group Passengers") may be required to pay FOCL separately, however Group Passengers will have joint and several liability for all sums due under the Group Booking.

3. Prices and Other Charges

3.1 Prices are based on operating costs and market conditions at the date they are published and may be revised at the discretion of FOCL at any time.

3.2 Once you have made a Booking, no increase or decrease in the Price will be made except as follows:

3.2.1 If there is an increase or decrease in the cost of providing any Holiday of more than 3% caused by an increase or decrease in: transportation costs, including the cost of fuel; duties, taxes or fees for the services imposed by third parties not directly involved in the performance of the Holiday, including tourist taxes, landing taxes and embarkation and disembarkation fees at ports and airports; or exchange rates, then a surcharge may be levied and may include an amount to cover agents' commission or a refund may be provided. In no circumstances shall any increase exceed the Price quoted at the time of your Booking by more than 10%. You agree that where a surcharge is levied that is 10% or less of the original Price, this will not amount to a significant alteration to the terms of your Booking. If a surcharge is made it will be demanded in writing. In the event that you fail to pay a surcharge within 14 days of a demand to do so by FOCL, FOCL may treat this as cancellation by you of the Holiday in which case the provisions clause 5 ("Cancellation by You") will apply.

3.2.2 No surcharges will be charged less than 30 days before the Departure Date but Bookings received within this period may be charged at the published price plus any surcharge arising up to the date of booking.

3.2.3 If there is a decrease of more than 3% in the cost to FOCL of providing any Holiday, then any saving to FOCL over 3% of the original Price will be passed on to you.

3.3 Most port and airport charges and taxes are included in the Price of the Holiday. Where these are not included, you will be advised separately. Some overseas charges (including visa

View destination and ship videos at www.cruisewithfred.tv

269

charges) and taxes may have to be paid locally by you. 3.4 All on-board accounts will be in Pounds Sterling. Passengers must register a debit or credit card accepted by FOCL at check in. This applies to Passengers even where they do not wish to open an on-board account during their cruise. An on-board account will not be granted without a card first being registered.

3.5 All accounts for services, goods, duties, taxes and other costs provided on-board the vessel and any other amounts due which are not included in the Price of the Holiday, including amounts for Third Party Services and medical services, must be settled before you leave the vessel, without any set-off or counterclaim.

3.6 Liability for joint on-board accounts shall be joint and several between Passengers named on the joint account and other Passengers in any Group Booking (provided such Passengers are aged 18 or over).

3.7 The administration of (including any disputes relating to) on-board accounts for River Cruises is the sole responsibility of the owner of the River Cruise vessel. FOCL will have no liability whatsoever in relation to disputes arising from on-board accounts on River Cruises, which must be addressed directly to the vessel owner. Further details can be provided on request from the FOCL representative on-board.

3.8 In the event that a Passenger fails to settle their on-board account on or before completion of the Holiday an administration charge of £75 will apply. FOCL also reserves the right without prejudice to any other remedies FOCL may have under these Conditions or otherwise, to take payment from the debit or credit card registered by the Passenger or any other Passenger that is part of the same Group Booking; cancel any future Bookings the Passenger may have made with FOCL; and/or to set off any sums owed to FOCL by the Passenger against any sums due to the Passenger from FOCL. Failure to settle on-board accounts may also result in legal action against the Passenger or Passengers in question.

4. Deposit and Final Payment

4.1 Subject to any other terms in these Conditions, the following minimum non-refundable deposits will apply and must be paid to FOCL on the dates indicated below. Other payments may also be due at the time of booking. See clause 6.1 below for additional

cancellation charges that apply within 90 days of Departure Date.

Fare type	On booking	180 days before Departure Date	90 days before Departure Date
Standard Cruise	15%	-	-
Long Cruise	15%	15% (total 30%)	-
Anchor Fare and other Special Offers	100%	-	-

The non-refundable deposits reflect a conservative pre-estimate of the losses and costs incurred by FOCL of remarketing a Holiday following cancellation.

4.2 FOCL must be in receipt of cleared funds for the balance of the Price due no later than 90 days before the Departure Date, for all Holidays (or such earlier date or time as specified at the time of booking). For any Holidays booked after this date, the full Price is due and must be paid at the time of booking. Alternative payment terms may apply to Special Offers. If, for any reason, any payment due after booking is not received by FOCL by the date it falls due, FOCL has the right to treat this as a cancellation of the Booking by you and to retain any non-refundable deposit in accordance with the terms of clause 4.1 above and clause 6 below.

4.3 Money paid to a travel agent for a Holiday is held by the agent on trust for FOCL, whether or not that travel agent is acting as your agent or as agent for FOCL. Payment of any money to a travel agent or other third party, even if an agent of FOCL, does not constitute acceptance of a Booking by FOCL. 4.4 Prior to acceptance of the Booking and all payments then due, FOCL has no obligation to the Passenger and may return or authorise the return of any payments made with no penalty and without providing a reason.

4.5 FOCL cannot accept American Express cards, Electron cards, Thomas Cook Travellers' Cheques or pre-funded cards for any transaction.

4.6 The full Price is payable at the time of the Booking for all Special Offers, unless other terms expressly apply.

4.7 For Fly-Cruises, 100% of the cost of the flight element of the Holiday will be payable at the time the Booking is made. Where the cost of the flight is subject to an increase from the price at the time of booking (for

example where a Passenger elects to fly from an airport other than the airport advertised with the Fly-Cruise) such increase in price will be payable by the Passenger immediately on demand.

5. Insurance, Booking Considerations and Alterations

It is a condition of the Booking that travel insurance is purchased before travelling on any Holiday:

1.1 Passengers must obtain travel insurance as soon as possible following booking in order to cover cancellations and other possible losses that might arise after booking. This should cover all appropriate travel, cancellation, medical, emergency airlift/boat transfer at sea and repatriation liabilities for the Holiday.

1.2 FOCL reserves the right to cancel the Booking and/or refuse embarkation and/or require the Passenger to disembark at the next port of call, without any liability or cost to them, in the event that clause 5.1.1 is not complied with in full by all Passengers under the Booking.

1.3 Failure to give full, frank and honest disclosure to any insurer's enquiries will amount to a breach of this clause 5.

1.4 Final Holiday documents cannot be released until FOCL

has received notification of your insurance policy details.

5.1.5 You will indemnify FOCL against any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, fines and legal and other reasonable professional costs and expenses) suffered or incurred by FOCL arising as a result of:

5.1.5.1 any breach of the condition set out in clause 5.1.1 above; or

5.1.5.2 your insurance being deemed either invalid, inadequate and/or voided; or

5.1.5.3 any other breach of this clause 5; or

5.1.5.4 any claim made against FOCL by a third party for death, personal injury or damage to property arising out of or in connection with any breach of clause 5.1.1 above which is attributable to the acts or omissions of you.

5.2 You are responsible for ensuring compliance with all documentary and health requirements for the entire Holiday, including ensuring that you have:

5.2.1 A full valid passport, which is required for all Holidays. Your passport must be valid for at least 6 months after the date of return to the UK (a shorter validity may be acceptable on certain itineraries, please check at time of booking).

5.2.2 Any necessary visas for your Holiday.

5.2.3 Any necessary inoculations and appropriate evidence to prove requirements have been complied with.

5.3 At any port or place, FOCL or any other party involved in the supply of services in connection with your Holiday may refuse travel, accommodation, or disembark any Passenger without compensation who in the opinion of FOCL or any other party involved might be excluded from landing at any destination by Immigration or other Governmental Authorities.

5.4 Any loss suffered as a result of the Passenger's failure to comply with clause 5.2 will be at the Passenger's cost (including any additional travel or accommodation expenses or fines). Any cost to FOCL must be reimbursed immediately on demand by the Passenger. FOCL will have no liability to the Passenger whatsoever in the event the Passenger cannot partake of any element of the Holiday as a result of non-compliance with clause 5.2.

5.5 FOCL follows guidance from the Foreign and Commonwealth Office when considering the destinations that it offers as part of its cruise packages. However, in the current global political climate, there are many locations which are ostensibly safe but where the risk of terrorism and civil unrest cannot be completely ruled out (including most major cities around the world). Passengers must consider for themselves the safety of their holiday destinations before they book. It is recommended that all passengers review foreign travel advice which can be found on the FCO website:

www.gov.uk/government/organisations/foreign-commonwealth-office. Where the situation changes after the time of booking, the Passenger is at liberty to raise this with FOCL, whose liability for loss, including death and personal injury arising as a result of terrorism and civil unrest is excluded to the greatest degree permissible by law.

5.6 In the event that a Passenger's name is misspelt upon booking, this may be corrected free of charge until the tickets allowing embarkation of the vessel have been issued by FOCL. Thereafter, a charge of £100 will apply per Booking to cover the administrative cost of amending the Booking. Please note the separate provision applying to flight ticket changes at clause 5.8 below.

5.7 In the event that a Passenger is prevented from proceeding with a Holiday, that Passenger shall be entitled to change the name of the Passenger travelling on the Holiday to the name of a replacement Passenger ("Replacement Passenger"), subject to providing FOCL with reasonable notice (in no circumstances less than 35 days) of such name change. FOCL will have no obligation to agree to a name change unless the Replacement Passenger meets and agrees to comply with all terms and conditions to which the original Passenger was subject as part of their Booking. Name changes will be subject to a minimum administration fee of £100 per change, and the Passenger and Replacement Passenger will be jointly and severally liable for this fee and any additional costs incurred by FOCL as the result of the name change, pursuant to clause 5.8 below or otherwise.

5.8 In certain circumstances, the changing of a Passenger's name in a Booking (including misspelling of a name) may give rise to costs and/or operational difficulties above and beyond the administrative cost to FOCL of amending the relevant Booking. For example, in relation to Fly-Cruises, FOCL will have no control over costs or cancellation policies applied by the airline engaged for providing the flight element of the Holiday. Where additional or non-refundable costs arise in such circumstances, these must be paid by the Passenger or Replacement Passenger on demand and embarkation will not be allowed until such costs have been paid in full.

5.9 FOCL shall have no liability in circumstances where a name change or other attempt to amend the details of a Booking results in the cancellation of an element of the Holiday by a third party provider. In the event that the actions of a third party provider mean that neither the Passenger nor any Replacement Passenger can partake of the relevant Holiday, the cancellation

provisions at clause 6 shall apply. For the avoidance of doubt, under no circumstances may a Passenger resell a Holiday for a sum greater than the full price paid for the Holiday by the Passenger.

5.10 A request to transfer from one Holiday to another may, in FOCL's sole discretion, be accepted by FOCL on one occasion per Booking, provided it is made more than 90 days before the Departure Date, or 180 days before the Departure Date for a Long Cruise. Where FOCL consents to such a transfer, the terms and conditions that are relevant at the time of the transfer shall apply. These may be different from the terms that

applied at the time of the original Booking. Any Special Offers or discounts that applied to the original Holiday will not apply to the alternative Holiday.

5.11 Where a transfer to an alternative Holiday is accepted by FOCL, any payments received in respect of the original Holiday shall be held as the initial deposit payable upon booking for the alternative Holiday, even where they exceed the figure that would otherwise be payable as a deposit for the alternative Holiday under these Conditions. Where the sum payable for the alternative Holiday would be higher at the time the alteration is made, the Passenger must pay the balance due to FOCL immediately upon demand.

5.12 Where the alternative Holiday is cancelled by you, FOCL will be entitled to retain as a non-refundable deposit the higher of:

5.12.1 any non-refundable deposit paid for the Holiday;

5.12.2 any non-refundable deposit paid for the alternative Holiday; and

5.12.3 any non-refundable deposit payable in accordance with clause 6.1 below.

5.13 Where a request is made to alter a Booking to an alternative Holiday within 90 days of the Departure Date, or 180 days for a Long Cruise, or a request is made to alter a Booking more than once, or where FOCL has refused a request to transfer from one Holiday to another, this will be treated as a cancellation and FOCL will be entitled to retain a non-refundable deposit in accordance with clause 6 below.

5.14 If an alteration would result in a reduction of the Price of the Holiday of more than 25% then this will also be treated as a cancellation by you and the provisions of clause 6 will apply. 5.15 Where a Passenger has made a Booking directly with FOCL, such Booking may not be transferred to a travel agent unless the following criteria all apply:

5.15.1 The Booking was made on-board an FOCL vessel;

5.15.2 The Booking is transferred on-board an FOCL vessel; and

5.15.3 The travel agent to whom the Booking is transferred is approved by FOCL at the time of the transfer.

6. Cancellation by You

6.1 You may cancel your Holiday by providing notice to FOCL in writing. Subject to clause 6.3 below:

6.1.1 Where you do so 91 days or more before the Departure Date, FOCL will be entitled to retain the non-refundable deposit in accordance with clause 4 above.

6.1.2 Where you cancel 90 days or fewer before the Departure Date, then FOCL will be entitled to retain a portion of the Price in accordance with the following scale.

These percentages reflect a conservative pre-estimate of losses and costs likely to be incurred by FOCL as a result of the cancellation and cost to FOCL of remarketing the Holiday. The figures expressed below include any non-refundable deposit paid in accordance with clause 4.1:

Number of days before departure	Percentage of Price FOCL will be entitled to retain if the cruise is cancelled by you
90-57 days	60%*
56-42 days	75%*
41-16 days	85%*
15 to 0 days	100%

*100% of the Price will be retained in the event of the cancellation of an Anchor Fare Booking and Bookings made subject to certain other Special Offers.

6.2 The effective date of cancellation is the date of receipt by FOCL of written notice that the Passenger wishes to cancel. For the avoidance of doubt, these charges will apply whatever the reason for your cancellation, including illness, incapacity, death or any other intervening event.

6.3 Where you cancel a Booking, FOCL will make reasonable endeavours to resell the Holiday. You recognise that it may not be viable for FOCL to attempt to do so in certain circumstances, for example where the Departure Date is imminent. You additionally recognise that, in order to resell, FOCL may, at its absolute discretion, remarket the cruise at a discounted rate. FOCL will not be regarded as having successfully resold a Holiday until all tickets of a comparable level and characteristics to the resold Holiday (e.g. in terms of price, level of cabin and other additional elements included in the Booking) have sold out for that particular Holiday at the Date of Departure. Where a Holiday has been successfully resold, FOCL may, at its reasonable discretion, refund all or part of the Price paid by you. In all circumstances, any such refund will be less reasonable deductions such as to account for the cost of remarketing and rebooking the Holiday and less any shortfall between the Price paid by you and the price at which the cruise is resold.

6.4 Cancellation fees may be insurable. It is the Passenger's responsibility to make any such claim under the terms of his/ her insurance policy. Holiday insurance premiums cannot be refunded in the event of cancellation.

6.5 If you have already started your Holiday but are unable to continue for any reason whatsoever including repatriation, illness, incapacity, death, or any unavoidable and extraordinary event, FOCL may resell any unused services or accommodation without offering any refund to you.

6.6 Where FOCL offers certain Special Offers, it reduces its margin on that Holiday and loses the opportunity to sell the Holiday at full price. Therefore, special terms and conditions apply to Special Offers in

order to make them commercially viable for FOCL. Unless otherwise indicated, and subject to clause 6.3 above, no refund will be available in the event of the cancellation by you of any Special Offer.

6.7 No refund will be available for pre-cruise and post-

270

Visit fredolsencruises.com, contact your travel agent or call 0800 0355 141

cruise land tours where these are cancelled by you 90 days or fewer before your Departure Date. If cancelled 91 days or more before the Departure Date, a non-refundable deposit will apply in accordance with clause 4.1. You will also be responsible for paying on demand any unrecoverable sum paid or payable to a third party supplier in connection with the cancelled pre-cruise or post-cruise land tour.

6.8 Where you cancel a Fly-Cruise (or the flight element of a Fly-Cruise), the airline's cancellation terms will apply to the cancellation and you will be liable for any costs that result, in addition to any cancellation charges due to FOCL for the cruise and other elements of the cancelled Holiday, in accordance with this clause 6.

7. Alteration and Cancellation by FOCL

7.1 FOCL reserves the right to cancel any Holiday at any time on the giving of written notice to the Passenger. In any such instance the terms of the ABTA Code of Conduct will apply. Your statutory rights are not affected.

7.2 Published Holiday details in FOCL brochures and any Holiday details notified to you at the time of placing your Booking may be subject to alteration after the Booking has been concluded where this becomes necessary as a result of events, changes in circumstances or other factors that have occurred or arisen since the Holiday was originally planned by FOCL. FOCL's priority is to provide you with the Holiday you booked as far as possible for its duration. Alteration may include (without limitation) omitting, substituting or adding ports of call, restricting the availability of any on-board facilities and services available at any time or otherwise changing the itinerary (including routing of the cruise vessel or flights and port of embarkation and disembarkation), schedule, cruise vessel or other arrangements that form part of the Holiday. Alteration of the Holiday may (without limitation) be made of necessity in the interests of promoting the health, safety, comfort or enjoyment of Passengers or the operational efficiency of the Holiday, for example (but not limited to) the occurrence of a security risk or infectious illness. Alterations of the nature described in this clause 7.2 will not amount to significant alterations of the Holiday. Your statutory rights remain unaffected.

7.3 Where possible and appropriate FOCL will seek to ensure that any changes are kept to a minimum and do not take place within 14 days of the Departure Date unless due to a Force Majeure Event.

7.4 Where before the Departure Date it becomes impossible to provide your Holiday (even by making changes) due to an Force Majeure Event, then FOCL will give notice of cancellation of the Holiday as soon as practicable and you will be offered (where possible) the choice of a replacement Holiday of equivalent value or a refund of all monies paid under the Booking.

7.5 FOCL has the right up to 90 days before the Departure Date to cancel any Booking or any part of a Holiday because the minimum number of Passengers needed has not been achieved.

7.6 Where after the Departure Date it becomes impossible to provide any part of a Holiday due to a Force Majeure Event, FOCL or any other party acting as operator will make suitable alternative arrangements to provide the Holiday at no extra cost to you. If this is not possible, equivalent transport will be provided back to the place of departure or on to the final destination and where the Holiday is curtailed, then for each whole day lost, you will be reimbursed an amount equivalent to the daily cost of the cruise part of the Holiday.

7.7 It is a condition of the Booking that the Passenger will act in good faith towards FOCL at all times. In the event that the Passenger breaches this clause 7.7, FOCL shall have the right to treat the Booking as cancelled by you, and to terminate the Booking immediately.

7.8 Where delay occurs during the Holiday as a result of a breach of these Conditions by FOCL or any other party acting as operator on FOCL's behalf, then alternative arrangements will be made where required and where possible to ensure the continuation of the Holiday.

7.9 In the event of cancellation, alteration or delay (including prolongation of the Holiday) FOCL will not be responsible for individual circumstances or arrangements, or any losses arising from individual circumstances or arrangements.

8. Conduct, Safety and Security

8.1 If it appears, in FOCL's complete discretion, during or after the booking process, embarkation or during your Holiday, that you are, or may become, for any reason unfit to travel or that you may endanger or prejudice the health or safety or comfort of you or anyone else, for example, but not limited to:

8.1.1 aggressive or abusive behaviour;

8.1.2 reasons of personal hygiene; or

8.1.3 accident or medical incident prior to embarking the Holiday, on the way to the port or in the terminal that needs medical attention ashore;

8.1.4 failure to comply with on-board policies including (without limitation) the Guest Conduct Policy (see

clause 8.8 below & FOCL Website), Smoking Policy (see clause 17) and Alcohol Policy (see clause 18), then a duly authorised representative of FOCL or any other party involved in the supply of services under your Booking may deal with you as may be considered necessary by for example, refusing to confirm your Booking, cancellation of an existing Booking, ban on future travel, transferring you from one Cabin or seat to another or restraining, confining or refusing to embark you or requiring you to disembark at any port or place. In such circumstances, you will not be entitled to any refund, compensation or contribution to or reimbursement of travel costs or expenses of any kind and you shall be liable to pay any fines, losses, compensation or

other amount due to any third party. In no circumstances shall FOCL have any liability for prevention of boarding of any form of transport due to a decision made by any third party.

8.2 FOCL and any other party with responsibility for Passengers' safety during a Holiday will have the right to make, enforce and change (without prior notice) rules and policies for the conduct of Passengers relating to matters including, but not limited to, dress, behaviour, alcohol and food.

8.3 No animals (expect registered Assistance Dogs (see clause 13 below)), dangerous articles, or controlled or prohibited substances may be brought on the Holiday and/or vessel.

8.4 For safety and security reasons it may be necessary for servants or agents of FOCL to search Passengers, their Cabins or their luggage. You agree to allow this to take place when authorised by the Captain or a security or other officer of the vessel, and to follow any instructions or orders in this regard. 8.5 You are responsible for any loss or damage caused by you or your personal possessions during the Holiday to any property, person, third party or to FOCL, no matter how that loss or damage is caused. FOCL reserves the right to demand immediate reimbursement / compensation for any loss or damage caused by you and/or to require a reasonable sum to be placed on account while the value of any loss or damage is determined.

8.6 You confirm your agreement to the use of CCTV throughout all FOCL vessels and in public areas at ports and terminals. This is for the safety and security of Passengers and crew. CCTV images may be retained by FOCL for a reasonable period of time and you acknowledge that CCTV images may be used as evidence in any claims brought against FOCL by you or against you by FOCL. CCTV will not be in operation in areas such as toilets or private Cabins.

8.7 FOCL reserves the right to restrict the use of recording and photographic equipment by Passengers, where, in FOCL's sole discretion, its use might be perceived as invasive or inappropriate to FOCL, it's Passengers, crew or any third party or where such activity might amount to a breach of copyright or other intellectual property rights of any person at any time. FOCL reserves the right to confiscate such equipment from Passengers, to be returned at the end of a cruise. In the event that a Passenger refuses to surrender such equipment upon demand, FOCL may rely on clause 8.1 above and require you to disembark the vessel.

8.8 Passengers must read and comply with our Guest Conduct Policy which is available on the FOCL Website and in all Cabins on FOCL vessels and, together with these Conditions, forms part of your Booking.

8.9 When in port, you are responsible for ensuring that you embark the vessel in advance of the advertised sailing times. FOCL will not delay the vessel's departure should you fail to embark the vessel at the correct time. In such circumstances where you fail to embark the vessel prior sailing, you will not be entitled to any refund, compensation, or contribution to or reimbursement of travel costs or expenses, and you will be liable to pay any fines, losses and/or immigration costs.

9. Liability

9.1 FOCL and any other party that may be involved in the supply of services in connection with your Holiday (including, without limitation Third Party Service Providers, FOCL's agents and employees and the owners and crew of any vessels involved in performing the services) shall be entitled, to the fullest extent possible, to benefit from the rights, defences, immunities and exclusions and limitations of liability in these Conditions and any conventions, regulations, rules, directives, laws, statutes, statutory instruments and/or other relevant forms of regulatory codification (whether international, national, local or otherwise) that might apply from time to time, including (without limitation) those relating to:

9.1.1 carriage by sea (e.g. the Athens Convention 1974 (as amended) ("the Athens Convention"));

9.1.2 air (e.g. the Warsaw Convention 1929 (as amended by The Hague Protocol 1955) and/or the Montreal Convention 1999);

9.1.3 inland waterways (e.g. the Strasbourg Convention (as defined above)); and

9.1.4 hotel stays (e.g. the Paris Convention 1962).

Nothing in these Conditions shall be deemed as a waiver thereof.

9.2 FOCL's liability for any act, omission or other occurrence that falls outside the scope of the Conventions will be limited to the greatest extent permitted by law, save that FOCL's liability for the loss of any money, jewellery, valuables or medication shall not exceed £250 per Passenger per Holiday. 9.3 Save as provided otherwise in these Conditions, where arrangements are made for the transportation of Passengers, their luggage and personal property, accommodation and other requirements arising from time to time that are ancillary to the cruise element of the Holiday, any terms and conditions, rules and regulations of airlines, owners or operators of any other ship and/or other providers of services such as transfer operators, hotels, etc. shall apply to the provision of the

service in question, along with these Conditions. Where there is a conflict between these Conditions and any other terms that might apply pursuant to this clause 9.3, these Conditions will prevail.

9.4 River Cruise Bookings will be subject to the same limits of liability for loss or damage to luggage as ocean cruises, notwithstanding that the Athens Convention may not apply on its own terms.

9.5 FOCL accepts no liability for loss or damage caused to you where such loss or damage:

9.5.1 is attributable to your error or omission; or

9.5.2 is unforeseeable and unavoidable and attributable to any third party provider of services whose services are not part of the Holiday; or

9.5.3 is due to a Force Majeure Event or an event which FOCL or another operator or supplier of services could not reasonably be expected to foresee or forestall including but not limited to unusual weather, sea or river conditions, including unusually high or low water.

9.6 FOCL accepts no liability in respect of arrangements or commitments made by you or on your behalf that are not part of the Holiday, including, but not limited to arrangements that you make directly, or via FOCL acting as agent only, with a service provider other than FOCL.

9.7 FOCL shall not in any circumstances be liable to a Passenger for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage.

9.8 Passengers are advised, wherever possible, not to pack money, jewellery, other valuables or medication in their luggage and must ensure that their personal possessions and valuables are with them at all times (subject to any laws and regulations that might prohibit this, e.g. restrictions on the carriage of liquids in hand luggage on-board flights).

9.9 All carriage (by land, air, sea and inland waterway) is subject to the conditions of carriage of the actual operator / carrier. These may limit or exclude the operator's liability. Save as otherwise provided in these Conditions, the operator's / carriers' conditions of carriage are expressly incorporated into the Booking and are deemed to be expressly accepted by the Passenger at the time of the Booking. FOCL shall be entitled to benefit from any limits or exclusions of liability contained within and under no circumstances shall FOCL's liability exceed that of the operator / carrier in question. Copies of any applicable operator / carrier terms and conditions are available on request from FOCL. Where there is a conflict between these Conditions and any other terms that might apply pursuant to this clause 9.9, these Conditions will prevail. This clause 9.9 does not apply to River Cruises.

9.10 In the event that an unplanned stay of one night or more becomes necessary as a result of a cancellation or delay, FOCL shall use reasonable endeavours to provide adequate accommodation either on-board or ashore, and transport to and from the port terminal and place of accommodation. FOCL reserves the right, at its discretion, to limit its expenditure in these circumstances to EUR 125 per Passenger per night, for a maximum of five nights (excluding transport costs). Passengers may be required to pay any balance in the cost of accommodation.

10. Claims

10.1 FOCL will respond to issues raised by Passengers in accordance with ABTA's Code of Conduct.

10.2 Where an issue arises that could give rise to a complaint against FOCL, you agree to follow the following dispute resolution procedure. Please see

clause 10.9 below for the procedure that applies in relation to Third Party Service Providers. FOCL will not consider any claim for compensation from third parties (including lawyers) unless and until sub-clauses 10.2.1 to 10.2.3 below have been fully complied with: 10.2.1 You must discuss any issues which could give rise to a complaint as soon as practicable with the vessel or hotel management, airline staff or other supplier of the services concerned.

10.2.2 If the matter is not rectified to your satisfaction, you must address any complaint to FOCL in writing within 14 days of the conclusion of the Holiday. FOCL will provide a full response within 28 days.

10.2.3 If the parties cannot reach an agreement by engaging in the steps set out above, the Passenger and FOCL agree to refer the dispute to the ABTA Conciliation Scheme.

10.2.4 If the parties fail to reach an agreement having exhausted the steps set out above then they may refer the dispute to arbitration, subject to the rules of the ABTA Arbitration Scheme, or issue proceedings at Court.

10.3 In the case of any claim for loss, damage or delay to luggage please note that:

10.3.1 it is assumed that luggage has been delivered undamaged to you unless notice is given immediately to FOCL;

10.3.2 you must immediately claim against the carrier or carriers directly responsible for performing the carriage where the loss or damage happened, when the loss or damage becomes apparent, and in any event within 15 days from the date of redelivery, or when redelivery should have taken place; and

10.3.3 if you wish to make a claim against FOCL, you must follow the dispute resolution procedure at clause 10.2 above. 10.4 You may be required to assign your rights against any carrier or other third party to FOCL as a condition of any settlement entered into between FOCL and you.

10.5 Any settlement paid by FOCL will be reduced:

10.5.1 to take into account any contributory negligence of the Passenger; and

10.5.2 by the maximum deductible payable under any applicable Convention.

10.6 Unless a longer period is provided for by force of law, any claim shall be time barred if proceedings are not issued within 2 years of the end of the Holiday (i.e. the date that the vessel berths for disembarkation or for any Fly Cruise, the date that the return flight lands at the arrival airport).

10.7 No claims or complaints will be considered by FOCL unless all on-board debts have first been settled in full, in accordance with clause 3.5 above.

10.8 In circumstances where, in FOCL's sole discretion, the commercial relationship between FOCL and you has irrevocably broken down for any reason, FOCL will be entitled (but not obliged) to exercise its right to cancel any future bookings in accordance with clause 7 above and to refuse to take any Bookings from you in future.

View destination and ship videos at www.cruisewithfred.tv

271

10.9 Third Party Services do not form part of your Booking with FOCL and FOCL is not responsible for any act or omission of Third Party Service Providers. However, as part of its commitment to customer service, FOCL will, at its discretion, take reasonable steps to assist Passengers with issues arising with Third Party Service Providers, subject to the following procedure being followed:

10.9.1 Where possible, you must discuss with the Third Party Service Provider any issues which could give rise to a complaint, as soon as practicable and before escalating your complaint through other channels.

10.9.2 If the issue is not resolved immediately, it should be notified to an FOCL representative on-board the vessel, hotel management or the FOCL Tour Manager.

10.9.3 If the matter cannot be swiftly resolved by following the steps above, the Passenger must address its complaint to FOCL in writing as soon as possible after the cause of the complaint has arisen.

10.9.4 FOCL will take reasonable steps to assist the Passenger to resolve their complaint, either by liaising with the Third Party Service Provider on the Passenger's behalf, or by putting the Passenger in touch with the Third Party Service Provider.

10.9.5 If these steps do not lead to a resolution, then it is the Passenger's responsibility to pursue the matter further against the Third Party Service Provider.

10.9.6 For the avoidance of doubt, nothing in this clause 10.9 shall be taken as an admission or acceptance of liability by FOCL for the circumstances giving rise to a complaint against a Third Party Service Provider.

11. Medical Assistance

11.1 All Passengers must ensure that they have travel insurance that provides adequate cover taking into account their personal circumstances; that all known medical conditions have been declared to their insurers; and that, where necessary, special provision has been made for any medical condition they have to ensure that they are not left in a position where significant uninsured medical expenses might be incurred.

11.2 Each vessel (River Cruise vessels excluded - see clause

has on-board a qualified doctor and a medical centre equipped for first aid and minor conditions only. You hereby acknowledge and accept that the medical centre is not equipped like a land based hospital. The medical staff do not have expertise in any specialist fields of medicine, including paediatrics. Neither FOCL, the on-board medical staff nor the carrier shall have any liability for losses suffered (including through illness, injury and/or death) as a result of a medical condition, the treatment of which requires expertise beyond that held by the on-board medical staff or equipment or drugs beyond what is carried on board. Passengers acknowledge that if the risk of them requiring specialist or emergency treatment is elevated to any material extent (however slight) by comparison to a person without the condition in question, then they must not embark on the vessel, as to do so would put them and/or other Passengers at risk. FOCL accepts no liability for Passengers that breach this clause 11.2, and any Passenger embarking on a cruise with such a medical condition does so entirely at their own risk.

11.3 FOCL may afford Passengers assistance if they suffer illness, personal injury or death during their Holiday. Such assistance may take the form of advice, guidance or initial financial aid where appropriate and is subject to FOCL's complete discretion. Where a Passenger lacks the capacity to decide on any assistance to be provided or where, in FOCL's sole discretion, the provision of assistance is necessary to ensure the safety of the either the Passenger, other Passengers or any other person, the Passenger gives FOCL irrevocable authority to organise any necessary assistance on their behalf. All expenses (including without limitation those associated with medical treatment, repatriation expenses, travel expenses and the cost of local assistance e.g. from a port agent) incurred in providing assistance to Passengers under this clause 11.3 shall be for the Passenger's account and the Passenger hereby indemnifies FOCL in full for such expenses and undertakes to repay them on demand (whether or not the Passenger has insurance

cover for some or all of the expenses). The Passenger gives FOCL authority to contact any third party including their general practitioner or other medical practitioner and/or insurers to obtain any necessary information or documentation.

11.4 It is a Passenger's obligation and responsibility to seek medical assistance if necessary during the Holiday and the Passenger will be solely responsible for paying for any on-board medical services including but not limited to any medical treatments provided and repatriation services, which will be charged on the same basis as private medical health care. Medical services provided on-board are outside the ambit of the UK National Health Service.

11.5 In the event of illness or accident, Passengers may have to be landed ashore for medical treatment and FOCL reserves the right to charge Passengers a medical assistance fee, in return for services provided. Should a Passenger decline to pay the medical assistance fee, then they will be liable for making all of their own arrangements associated with their medical disembarkation, for example but not limited to, transport, hotel arrangements, contact with their insurance company and setting up their initial case, etc. with no assistance from FOCL or their port agent.

11.6 Medical facilities and standards vary from port to port. FOCL makes no representation and accepts no responsibility for the quality of any medical facilities or treatments at any port of call or at the place at which the Passenger is landed. Passengers acknowledge that it is not possible for FOCL's employees, servants or agents to remain ashore when a cruise is scheduled to depart from a port of call, nor is it

possible for any departure to be delayed. Where possible, FOCL's head office will provide Passengers with reasonable discretionary support and assistance after leaving the vessel. However, FOCL has no contractual responsibility for this and FOCL recommends you liaise directly with your insurers for assistance.

11.7 The fitness of any Passenger to travel or continue their Holiday shall be a matter for FOCL and the on-board doctor to determine at their sole discretion. The vessel's doctor has the authority to require a Passenger to remain in their Cabin or to issue other orders that are reasonable and proportionate to protect the health, safety and comfort of the Passenger and others on-board the vessel.

11.8 In the event that a Passenger fails to remain in their Cabin or to comply with any other instruction given by the vessel's doctor pursuant to clause 11.7 above, FOCL shall be entitled to require that Passenger to disembark the vessel at any port of call, and shall have no liability whatsoever to that Passenger for costs incurred as a result (including, without limitation, by way of any refund of the Price paid by the Passenger for the Holiday, accommodation costs or further travel costs). FOCL also reserves the right to cancel and/or refuse to accept any future Bookings from the Passenger in question.

11.9 FOCL and/or any relevant Third Party Service Providers and/or the health authorities at any departure point shall be entitled to administer a public health questionnaire. The Passenger shall supply accurate information, including in relation to any symptoms of any illness experienced, including but not limited to gastrointestinal illness and other similar conditions. Any refusal by a Passenger to complete a questionnaire will result in denied boarding.

11.10 Some foods served on board FOCL's vessels and at other times during your holiday may cause allergic reactions and/ or illness in those with certain allergies or intolerances. FOCL can provide details of ingredients of food available on-board on request but it is your responsibility to bring any allergies and intolerances to FOCL's attention, before you embark on the vessel and before you eat or drink anything during your Holiday. FOCL excludes liability for any loss suffered (including by way of illness, injury or death) as a result of a food allergy or intolerance experienced by you or any other Passenger during the Holiday, to the greatest extent permitted by law.

11.11 In the event that a Passenger fails to settle any medical assistance or repatriation costs, FOCL reserves the right without prejudice to any other remedies FOCL may have under these Conditions or otherwise, to cancel any future Bookings the Passenger may have made with FOCL and to offset any sums owed to FOCL by the Passenger against any sums due from FOCL to the Passenger.

11.12 FOCL is unable to provide any specialist paediatric care on-board its vessels.

11.13 Note the different provisions for River Cruises at clause 21.

12. Mobility and Assistance

12.1 Passengers acknowledge that carriage and boarding and disembarking a vessel can be difficult and/or unsafe for anyone with mobility issues and other forms of physical impairment, and those with certain medical conditions, due to the inherent characteristics of vessels, physical requirements of tendering (transfers from ship to shore on-board smaller vessels) and port facilities. The use of a stepped gangway and/ or negotiating steep flights of steps and/ or unsteady/uneven surfaces may be unavoidable:

12.1.1 Under no circumstances will FOCL's employees or servants agree to carry or lift Passengers to facilitate embarkation or disembarkation (including for access to flights, shuttle and tour buses and any other service ancillary to the cruise) or at any time while the Passenger is on board (including for access to or out of on-board bathing or swimming facilities).

12.1.2 FOCL cannot guarantee the availability of a level overhead walkway at any port on any vessel's itinerary.

12.1.3 In accordance with EU Regulation EU1177/2010, FOCL reserves the right to refuse carriage and/or embarkation and/or disembarkation if, in FOCL's reasonable opinion, the design of the vessel and/or the port infrastructure and/or the nature of a holiday at sea and/or any equipment required by the Passenger would make carriage unsafe or operationally unfeasible or if embarkation or disembarkation of the Passenger would risk a breach of national or international maritime safety standards.

12.1.4 It is Passengers' responsibility to keep FOCL informed of any issue that poses a difficulty in relation to their mobility and/or physical capability on-board, whether this arises before or after the time of booking or during the Holiday.

12.1.5 Where vessel to shore tender services are suitable for wheelchair users, only collapsible, lightweight wheelchairs will be permitted.

12.1.6 If a requirement for extra assistance or any other special requirements arise after the Booking has been made then details must be given to FOCL as soon as possible, and in any event, no later than 48hrs prior to departure of the cruise.

12.1.7 Any Passenger refused passage for a reason related to their mobility or physical capability may request written confirmation with reasons from FOCL within 5 working days and may be entitled to an alternative cruise of similar value or reimbursement of the Price.

12.2 FOCL shall make reasonable endeavours to provide any extra assistance where requested, however if such assistance cannot be provided either at all or at a reasonable or proportionate cost, then FOCL reserves the right to deny embarkation and/or to pass such cost onto the Passenger and to treat this as a "cancellation by you" in accordance with clause 6.

12.3 Passengers must read FOCL's General Mobility Policy

which forms part of their Booking (note this does not apply to River Cruises) and is available on request and on the FOCL Website. If you have been asked to complete a General Mobility Questionnaire, you must return this at least 90 days before the Departure Date, or if booking within 90 days of the Departure Date, within 7 days of booking. Failure to do so may result in a delay to the release of your tickets and/or to you being denied boarding. These circumstances will be treated as a "cancellation by you" in accordance with clause 6.

12.4 FOCL's employees, servants and Third Party Service Providers are not trained to provide social or regular "non-emergency" nursing care or supervision to Passengers. FOCL does not agree to provide such care under the terms of your Booking. If you are travelling as a sole traveller who requires specific/extra assistance, FOCL reserves the right to require a person to accompany you who is able to provide such assistance and/or care. FOCL reserves the right to refuse embarkation or require Passengers to disembark the vessel if their presence on-board the vessel poses a risk to the health, safety or comfort of themselves or other Passengers, including in circumstances where such risk arises from the unavailability of extra assistance on-board. If FOCL refuses embarkation or requires the Passenger to disembark the vessel, then this will be treated as a "cancellation by you" in accordance with clause 6.

12.5 Any Passengers wishing to embark on a cruise with a mobility scooter, wheelchair or other similar mobility aid (together "Mobility Aids"), must advise FOCL of this upon booking. Space for Mobility Aids on-board is limited by the vessel's safety plan which has been prepared in accordance with IMO/SOLAS Regulations ("the Safety Plan"). Failure to give advance notice of the need to bring a Mobility Aid on-board in accordance with this clause 12.5 will result in the Passenger being refused embarkation, and this will be treated as a "cancellation by you" in accordance with clause 6.

12.6 In the event that the need arises for a Passenger to use a Mobility Aid during a cruise, this will only be permitted in the event that the limits under the vessel's Safety Plan (or any regulations that might apply) relating to the use of Mobility Aids have not been reached for that particular cruise. If such limits have been reached, FOCL or any other operator shall be entitled to require the Passenger to disembark the vessel at the next port of call, and shall have no liability whatsoever to the Passenger for any costs incurred as a result, including without limitation accommodation costs and further travel costs.

12.7 Any Passenger using a Mobility Aid on-board a vessel is responsible for operating it in a safe and appropriate manner. Due care and attention must be given to other Passengers and the user of the Mobility Aid will be fully liable for any damage or personal injury (whether to the user of the Mobility Aid or to other Passengers or crew) caused by such use. Passengers using Mobility Aids are also responsible for ensuring they hold the appropriate insurance for use of the Mobility Aid on-board the vessel. All Mobility Aids must be stored in the Passenger's cabin when not in use.

12.8 Passengers with any impairment to their hearing or sight must provide FOCL with full details at the time of booking so that appropriate arrangements can be made for their holiday, and keep FOCL advised if anything changes prior to departure. At the time of embarkation and throughout their holiday, visually or hearing impaired Passengers must either:

12.8.1 be capable of safely moving around the vessel unassisted, or with the assistance of an Assistance Dog (where permitted under these terms and conditions); or
12.8.2 be accompanied by an able bodied companion, whose assistance means that they can safely move around the vessel. If (in FOCL's reasonable opinion) this clause is not fully complied with or Passengers' presence on-board the vessel will pose a risk to the Safety Plan, FOCL will be entitled to refuse embarkation or require the visually or hearing impaired Passenger to disembark the vessel, at no cost to FOCL.

12.9 Note the additional provisions for River Cruises at clause 21.5.

13. Assistance Dogs

13.1 Subject to the remainder of this clause 13, FOCL is able to accommodate recognised assistance dogs ("Assistance Dogs") on-board its vessels, where this is permitted by law and does not put at risk the health or safety of Passengers, crew or the Assistance Dog in question. Not all Holidays will be suitable for Assistance Dogs and FOCL reserves the right to refuse embarkation of Passengers and their Assistance Dogs, where this is the case. FOCL will provide a full explanation of the reasons for any refusal to embark in these circumstances. 13.2 You must give notice to FOCL at the time of Booking if you wish to bring an Assistance Dog on-board a vessel and you are fully responsible for your Assistance Dog during your Holiday.

13.3 Carriage of Assistance Dogs on-board is subject to compliance with animal health rules and guidelines applicable to the voyage, including in relation to, without limitation:

13.3.1 DEFRA requirements (which can take several weeks to administer);

13.3.2 Vaccinations and pet passports; and

13.3.3 Availability of veterinary services.

13.4 FOCL may require evidence that the Assistance Dog has been appropriately trained.

14. Enjoyment Promise

14.1 The Enjoyment Promise excludes pre-cruise stays and Holidays of 4 nights or fewer. The Enjoyment

Promise only applies to Bookings made where the Date of Departure is more than 12 after the date of the Booking. The Enjoyment Promise only applies to Passengers who have contracted with FOCL and

excludes cruises on vessels operated by FOCL but booked through third party operators.

272

14.2 Should you wish to invoke the Enjoyment Promise, you will need to inform Guest Relations within 48 hours following the vessel's departure from the original port of embarkation at the latest (24 hours for River Cruises). FOCL will arrange and pay for a flight and/or transport back to the UK. FOCL will refund the cruise cost only and will not refund other costs.

15. Flights

15.1 Prices for Fly-Cruises quoted in any FOCL brochure are inclusive of specially negotiated airfares which are subject to availability. If no aircraft seats are available at the airline's prices in conjunction with a particular Holiday at the time of Booking then the Fly-Cruise option may be withdrawn or an alternative flight may be offered at an additional cost. Flight upgrades/premium seats for Fly-Cruises are limited in number. They will be allocated at the time of Booking, subject to availability. Aircraft configurations are subject to change and in the event of a flight operator being unable to provide premium seats on any service then any payment of or towards an upgrade supplement will be refunded in full. Note the provisions that apply to deposits for and cancellation of flights and Fly-Cruises at clauses 4 and 6 above.

15.2 All published itineraries are based on current airline schedules or our advised dedicated flying programme at the time of the Booking and may be subject to change at the option of the airline operator prior to the Departure Date. You will be notified of any such changes. Details of which aircraft operator will be used in conjunction with your Holiday, the exact route to be taken and the type of aircraft operated cannot always be given at the time of Booking.

15.3 You will receive confirmation of flight timings and routes with your travel documents, which will be sent out approximately 7 days before the Departure Date.

15.4 If the Booking does not include flights, it is your responsibility to book a suitable flight for and in time for travel to the vessel (including local transfers which the Passenger must arrange). FOCL shall not be responsible for any liabilities or losses arising in respect of flights or transfers arranged by the Passenger.

15.5 It is the sole responsibility of the Passenger to ensure that they check in on time for the Holiday and any flights to / from the vessel including any interconnecting flights. Flight delays and cancellations are at the Passenger's sole risk.

15.6 Passengers travelling independently, or via another Organiser, or who have chosen not to use FOCL flights, or to embark/disembark at different ports to the scheduled itinerary, will be required to vacate their Cabin and disembark the Vessel between 0900 to 0930 hours on the morning of disembarkation or earlier if FOCL or the local authorities deem it necessary.

16. Luggage Allowance

16.1 If you are sailing from a UK Port the total luggage allowance is 90kg per Passenger. No one piece should weigh more than 20kgs.

16.2 On Fly-Cruises your luggage allowance will be restricted by the airline. It is your responsibility to check the luggage weight allowance restrictions for both your outbound and/or return flights. Any excess luggage charges imposed by the airline providing the flight will be the sole responsibility of the Passenger.

16.3 Passengers' luggage allowance for River Cruises is one piece of luggage, weighing no more than 20kg.

17. Smoking Policy

17.1 Smoking (including electronic cigarettes emitting any vapour, even if only a water vapour) is only permitted in certain dedicated external areas throughout the vessel. Smoking anywhere else is strictly prohibited. Throwing cigarette ends over the side of the vessel is strictly prohibited. 17.2 Any breach of this clause 17 may result in the Passenger being required to disembark the Vessel at the next port of call, without any liability or cost to FOCL.

18. Alcohol Policy

18.1 Only alcohol purchased on-board the vessel may be consumed on-board. Any alcohol not purchased on-board will be collected prior to boarding and returned to the Passenger the day before disembarkation.

18.2 The Passenger agrees at all times to drink safely and responsibly for the duration of their Holiday and whilst on-board the vessel including during embarkation and disembarkation.

18.3 FOCL, Passengers and any other relevant party responsible for providing services as part of a Holiday must comply at all times (including when on-board a vessel outside British waters) with all applicable laws on the sale and purchase of alcohol, including, without limitation, as set out in the Licensing Act 2003. FOCL will not serve alcohol to any person under the age of 18, and no person under the age of 18 may consume alcohol on-board a vessel. FOCL may, at its sole discretion, refuse to serve, sell or supply a Passenger with alcohol at any time and for any reason.

18.4 FOCL and any other operator responsible for providing services as part of a Holiday reserve the right, in their sole discretion, to confine Passengers to their Cabin;

Visit fredolsencruises.com, contact your travel agent or call 0800 0355 141

breathalyse Passengers; take blood samples from Passengers; treat Passengers medically; disable Passengers' Cabin accounts; require Passengers to leave the vessel at the next port of call (at Passengers' sole liability and cost); exclude Passengers from future cruises; and/or cancel any Bookings already made by or on behalf of any Passenger, if deemed necessary, as a result of a Passenger's alcohol consumption and/or any associated behaviour. Where a Passenger is asked to leave the vessel at the next port of call, the Passenger will not, in any circumstances, be entitled to any refund for their Holiday or

other compensation whatsoever.

18.5 FOCL and any other operator responsible for providing services as part of a Holiday reserve the right to charge the Passenger for all costs (including but not limited to any medical costs) and/or damage caused to property resulting from the Passenger's consumption of alcohol. Such costs and expenses will be payable by the Passenger on demand.

19. Add-ons and Special Offers

19.1 From time to time, FOCL may offer add-ons to the basic Holiday booked under these Passenger Terms and Conditions. Add-ons might include excursions, land programs, tips and gratuities, spa products and shuttle bus tickets. Unless stated otherwise, add-ons will be subject to these Conditions, however additional and/or alternative terms and conditions might apply to certain add-ons and will be accessible on the FOCL Website. Add-ons may be subject to an extra charge.

19.2 FOCL may, from time to time, run Special Offers. These Conditions shall apply to such Special Offers unless the terms of the Special Offer in question state otherwise. In the event of a conflict between the terms of the Special Offer and these Conditions, the terms of the Special Offer shall prevail.

19.3 The "All-Inclusive Drinks Upgrade for FOCL Cruise Holidays", shall include, where possible, selected house beers, house cider in cans, house wines, house spirits, draught (post-mix on pump) soft drinks and mineral or spring water by the glass. Excluded from the all-inclusive drinks upgrade are champagne, sparkling wine, cocktails and bottled water. Passengers who purchase the all-inclusive drinks upgrade package can also save 50% off premium and branded drinks, other red, rose and white wines (excluding Champagne or sparkling wine), cocktails and bottled water. House spirits will be served in single measures and one drink to be ordered per person, per transaction. For the avoidance of doubt, any Passenger entitled to the "All-Inclusive Drinks Upgrade" must order each drink for themselves. The quantity of drinks that FOCL can carry on board any vessel is limited by the size of the vessel and it is possible that certain drinks included within the All-Inclusive Drinks Upgrade may be unavailable from time to time, in which case the Passenger shall not be entitled to any refund.

19.4 The "Dining Drinks Package" available with lunch and evening meals on FOCL's River Cruises only, includes a choice of red and white quality house wines by the glass, European lager and bitter (300ml servings) and selected branded bottled soft drinks.

19.5 Passengers may bring bicycles with them on board any cruise vessel, subject strictly to the terms of the Fred. Olsen Cruise Lines Ltd. Cycle Policy, a copy of which can be found on the FOCL Website. Passengers should note in particular:

19.5.1 All bicycles are brought on board entirely at the Passenger's risk and FOCL excludes all liability for loss, damage and/or injury sustained or suffered by any property or third party (including other Passengers and crew), of whatever nature, to the greatest extent permitted by law.

19.5.2 Passengers will be liable for any loss, damage and/or injury caused by any bicycle that they have brought on board a vessel, at any time throughout the Holiday (including during any shore excursion), including, without limitation, damage caused to the vessel, its fixtures and fittings.

19.5.3 All bicycles brought on board must be of a fold-up or collapsible design, in a bicycle bag and must be brought to the attention of FOCL at check-in.

19.5.4 Passengers must carry their bicycle onto and off the vessel themselves and store it in their cabins. FOCL is unable to offer any additional assistance in either regard. All bicycles being carried on and off the vessel must be in a bicycle bag.

19.5.5 FOCL reserves the right to refuse to allow a bicycle on board a vessel, without explanation, and to restrict the dis/embarkation or use of bicycles at certain ports and destinations for health and safety reasons.

19.5.6 See www.fredolsencruises.com/bicycles-on-board-terms-and-conditions, Cycle Policy for other terms and conditions.

20. Employees, Servants, Subcontractors and Third Party Service Providers

1 The liability of FOCL's employees, servants, agents, sub-contractors and Third Party Service Providers and the owner and crew of any vessel that arises in connection with the provision of any Holiday is set out to its complete extent within these Conditions.

2 FOCL exercises reasonable skill and care in the selection of Third Party Service Providers, however, it has no direct control over the Third Party Service Providers in the performance of their services. FOCL's liability for loss, damage and injury incurred by the Passenger as a result of the act or omission, whether negligent or otherwise, of any Third Party Service Provider, is excluded to the maximum extent permitted by law.

3 In assessing performance and/or liability of any Third Party Service Provider, local laws and regulations will apply. Please also refer to the Shore Tour terms and conditions which can be viewed on the FOCL Website and appear in the Shore Tour booklet.

20. 4 Where Third Party Services (including, without limitation, the provision of bicycles by the operator of a River Cruise) are available during a Holiday, they are not part of the Booking, unless otherwise notified by FOCL. Where FOCL makes available Third Party Services, it does so as agent for the operator of the Third Party Services and any amount paid is not part of the Price, whether or not the Third Party Services are booked or paid for at the same time as, or before or during, the Holiday. FOCL's liability to Passengers for Third Party Services organised on this basis is excluded to the

greatest extent permitted by law. However, should FOCL, its employees, servants, agents or sub-contractors, the owner or operator of the vessel or any other person involved in the supply of services in connection with the Holiday be deemed to have any liability in connection with such Third Party Services, this shall in all cases be subject to these Conditions. 20.5 Tours operate subject to minimum numbers of participants. If any tour cannot operate as a result of low numbers, a refund of any money paid in advance will be made but otherwise, no compensation shall be payable.

21. River Cruises

21.1 This clause 21 applies to River Cruises only. For the avoidance of doubt, save insofar as it is otherwise indicated, these Conditions also apply to River Cruises. In the event of a conflict between this clause 21 and any other provision in these Conditions, this clause 21 shall prevail.

21.2 FOCL do not recommend River Cruises for children under 12 years of age as the facilities on-board have not been designed with younger children in mind. All children will be subject to the full adult fare.

21.3 There will be trained first-aiders on-board River Cruise vessels, however there will be no medical centre or medical professionals on-board.

21.4 Embarkation and disembarkation of River Cruise vessels can be particularly challenging due to the inherent characteristics of the vessels used for River Cruises and the quays and jetties used. Disembarkation may involve traversing other vessels moored parallel to the quay including substantial steps from the quay onto the vessel and on-board the vessels themselves. Consequently, River Cruises cannot be safely accessed by Passengers who rely on wheelchairs or scooters and others with moderate to severe mobility issues. Save insofar as it conflicts with this clause 21, clause 12 above applies.

21.5 All Passengers with any reduced mobility who plan to embark on a River Cruise must provide full details before booking and keep FOCL updated of any changes to their mobility prior to departure of the River Cruise. This is extremely important for us to ensure the safety of all Passengers, the crew and the vessel. It is Passengers' responsibility to ensure they are physically capable of embarking and disembarking River Cruise vessels before they book a River Cruise Holiday. 21.6 Unusually high or low water conditions may necessitate changes to the itinerary of a River Cruise, dis/re-embarkation or transfer by means of inland or alternative river transport. The Passenger acknowledges that such circumstances are an inherent part of river cruising and that neither FOCL nor any River Cruise operator shall have any liability should such circumstances arise.

21.7 Clauses 9.9 and 9.10 above do not apply to River Cruises.

22. Material Facts

22.1 It is a condition of the Booking that all material facts concerning the Passenger's fitness or suitability to travel have been disclosed to FOCL as if FOCL was an insurer. A material fact is a fact likely to influence insurers in the acceptance or assessment of insurance (for example, details of your state of health or that of a close relative). Where there is doubt as to whether a fact is 'material' then it should be disclosed at the time of booking, including but not limited to any disability, mobility issue, or any other condition requiring special care, specific assistance, attention or treatment. If any such condition arises after the Booking is concluded then written notice must be given to FOCL as soon as possible and in any event, no later than 48 hours prior to embarkation. FOCL shall make all reasonable endeavours to provide any specified assistance when requested.

23. Data

23.1 The Passenger acknowledges that FOCL will require certain personal data from the Passengers, before and after any Booking is concluded, in order to be able to provide your Holiday. All personal data will be handled in accordance with FOCL's Data Protection Policy, which can be found on the FOCL Website: <http://www.fredolencruises.com/privacy-and-cookies-policy>.

24. Severability

24.1 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

25. Rights of Third Parties

25.1 Unless otherwise stated under these Conditions, a person who is not party to a Booking shall have no rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

26. Law and Jurisdiction

26.1 These Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

26.2 Subject to clause 10.2 above, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim that arises out of or in connection with these Conditions or its subject matter or formation (including non-contractual disputes or claims).

27. Variation

27.1 No variation of these Conditions shall be effective unless in writing and signed by FOCL.

View destination and ship videos at www.cruisewithfred.tv