

Terms & Conditions

These terms and conditions should be read carefully.

Subject to the following paragraph, any Booking for a Star Clippers Holiday is accepted upon these terms and conditions. Please inform Fred. Olsen Travel Ltd directly if prior to making a Booking you wish to raise any objection to any part of these terms and conditions. Please note that where a holiday is purchased from another holiday operator that includes a Star Clippers Holiday provided through FOT (as defined below) the terms and conditions of the holiday contract with that holiday operator apply to the whole holiday. Where FOT or any other party involved in the provision of the portion of the holiday provided by FOT, FOT will only be responsible for that portion of the holiday in accordance with its agreement with that holiday operator and on the basis that these terms and conditions (save for those that provide that the contract is with FOT) apply as far as FOT is concerned. In any event, in no circumstances shall FOT have any liability greater than that provided for in these terms and conditions.

Definitions & Interpretations

"Booking"/"Booked" means the Passenger's booking of a Holiday. "FOT" means Fred. Olsen Travel Ltd, a company registered in England and Wales (Company registration number 2287241) whose registered office is located at 2nd Floor, 64-65 Vincent Square, London, SW1P 2NU. Fred. Olsen Travel Ltd is appointed by Star Clippers to act as exclusive sales agent in the United Kingdom for the sale of cruise holidays on board.

"Force Majeure" means an unusual and unforeseeable event outside of the control of FOT and includes but is not limited to war, threat of war, piracy or threat of piracy, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics including but not limited to incidents of infectious or other diseases or illnesses, unavoidable and unforeseeable technical problems with transport for reasons beyond FOT's control or that of any suppliers of FOT, deviation at sea in response to a distress call or other emergency, closed

or congested airports or ports, adverse weather conditions or adverse sea states, failure of power supplies, Passenger suicide or attempted suicide or a Passenger's deliberate exposure to unnecessary danger (except in an attempt to save human life) or the consequences of participating in an unusual and dangerous activity and any other circumstances of any nature whatsoever.

"Star Clippers" means Star Clippers Ltd., registered in the Bahamas, represented by Star Clippers Monaco SAM, Clipper Palace, 4 rue de la Turbie, MC 98000 Monaco (hereafter "Star Clippers") as agent for the owners of the SPV Royal Clipper, SPV Star Clipper & SPV Star Flyer, passenger vessels registered under the flag of Malta.

Interpretation

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision:-
 - (i) is a reference to such statute or statutory provision as amended or re-enacted; and
 - (ii) includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) a reference to "writing" or "written" includes faxes and emails.

How to Book

1.1 A Booking for a Star Clippers Holiday can be made with any travel agent or directly with FOT (Telephone: 08452 006145; Fax: 01473 242667; website: starclippers.co.uk). Prior to making a Booking these terms and conditions should be read and all those for whom the Booking is made should be prepared to accept them, and have available the information required to make a Booking.

The Contract

2.1 Once FOT has accepted the Booking and all payments due at the time of making the Booking, then subject to the further provisions of this section a contract exists on these terms and conditions that covers each and every passenger in respect of whom the Booking is made and cannot subsequently be amended or transferred to a lower priced Booking. Bookings must be accepted by FOT and cannot be accepted by any third party.

2.2 Notwithstanding paragraph 2.1, FOT has the right to refuse to accept any Booking even if a deposit and full balance has been paid.

2.3 FOT is a member of ABTA (no. V3510), bonded as a Tour Operator and holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL 0944). This ensures that where the holiday includes flights, in the unlikely event of insolvency of the licence holder, the CAA will arrange to refund money paid for an advance Booking and ensure that passengers are not stranded abroad. This is dealt with further under 'Financial Protection' below.

2.4 The contract for the holiday is subject to the availability of the vessel booked. In some circumstances the vessel may become unavailable after the Booking has been made. These circumstances may include (without restriction) the charter of the vessel to a third party. If the vessel booked becomes unavailable for any reason then the passenger will be informed as soon as practical. In this event, if possible and subject to availability, an alternative Star Clippers Holiday will be offered to the passenger. If any such alternative cannot be offered or the alternative offered is not acceptable to the passenger then a full refund of all amounts paid for the Star Clippers Holiday will be made. However there will be no responsibility or liability to the passenger with respect to flights, accommodation or other arrangements that do not form part of the Star Clippers Holiday booked.

2.5 Star Clippers Holidays are planned far in advance and the contract is for the holiday booked subject to alterations that may be made as a result of events, changes of circumstances or other factors that have occurred or arisen since the holiday was planned. This is dealt with further below under 'Alteration and Cancellation by Operator'.

2.6 In no circumstances will there be any responsibility or liability to the passenger with respect to flights, accommodation, land

based activities or other arrangements that do not form part of the Star Clippers Holiday. FOT, Star Clippers or anyone else that makes available shore tours, excursions or land based activities or other arrangements during a Star Clippers Holiday does so as agent for the operator of the shore activities and any amount paid is not part of the holiday price whether or not the shore activities are booked or paid for at the same time as or before or during the Star Clippers Holiday. However, should FOT or Star Clippers or their employees, servants, agents or subcontractors or anyone else providing services under the Contract be deemed to have any liability in connection with such shore activities, this shall be subject to these terms and conditions.

2.7 The person making the Booking warrants that they have the authority to contract and accept these conditions on behalf of all those in respect of whom the Booking is made. FOT, its employees, servants, agents and subcontractors, the owner and operator of the ship and any other party involved in the supply of services in connection with this contract shall all have the benefit of all rights, exemptions and limitations in these terms and conditions. In no circumstances shall the total liability of all such parties exceed that of FOT.

Financial Protection

3.1 FOT provides full financial protection for our package holidays. For flights based holidays this is through our Air Travel Organisers Licence number 0944. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advanced Booking. For further information please visit the ATOL website at www.atol.org.uk. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by FOT with ABTA. 3.2 We will provide you with the services you have bought (or a suitable alternative). In some cases, where we are not able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder, in which case you will be entitled to claim under the ATOL scheme (or your credit card issuer where applicable).

3.3 From 1st October 2012 you will receive an ATOL certificate for all ATOL protected flight or flight inclusive holidays booked with FOT trading as Star Clippers. This lists the flight, accommodation, car hire and/or other services that are financially protected, where information is provided on what this means for the passenger and who to contact if things go wrong.

3.4 As a member of ABTA (membership number V3510), FOT are obliged to maintain a high standard of service to you by ABTA's code of conduct. FOT also offer an arbitration scheme for the resolution of disputes arising out of this contract. This scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on costs. The upper limit on claims is £5,000 per person and £25,000 per Booking form. The scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Passengers' request for arbitration must be received by ABTA within eighteen months of travel and FOT have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

Deposit, Alterations and Final Payment

4.1 A deposit and any additional amount that may be required in respect of accommodation booked on shore must be paid to FOT at the time the Booking is made. Other payments may also be due at the time of booking. Money paid to a travel agent for a Holiday is held as agent for FOT, whether or not that travel agent is otherwise acting as your agent or as agent for FOT. However, payment to or acceptance of any money by a travel agent or other third party, even if an agent of FOT, does not constitute acceptance of a Booking by FOT. Prior to acceptance of the Booking and all payments then due, FOT 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.

4.2 The balance of the payment for the holiday is due and must be received by FOT no later than 9 weeks before departure for cruises excluding ocean crossings and 120 days before departure for ocean crossings. Money must be paid in sufficient time for funds to reach FOT by the due date. For any Bookings received after these dates, the full price is due and must be paid at the time of Booking. If for any reason the balance is not received by FOT by the due date, FOT reserves the right to cancel the Booking, retain the deposit paid and charge a cancellation fee of the amount shown in the scale set out under 'Cancellation by Passenger' applicable at the time of FOT's decision to cancel. If the balance is not received but the holiday is not cancelled or is rebooked, then the passenger will be liable to pay any increased cost including any increased air fare. A payment made to a travel agent or any other third party must be made in sufficient time for funds to reach FOT.

4.3 At the sole discretion of FOT a Booking may be amended at the request of the passenger. A minimum administration charge of £50 per person per change may be made for each such amendment accepted and in addition the passenger will be liable to pay any increased cost of the holiday, including but not restricted to, any associated costs or charges imposed by any airline or other party involved in the provision of the holiday.

4.4 A surcharge may apply to payments by credit card. For payments by American Express credit card, a 2.5% surcharge applies. Holiday Price, Other Charges and Price Guarantee

5.1 Published prices are based on operating costs and other factors at the date of preparation. Published prices may be revised upwards or downwards at any time. Prices should be checked at the time of Booking and may be subject to variation until the Booking is accepted by FOT.

5.2 Once a Booking has been accepted by FOT, no increase or

decrease in the price will be made except where stated in 5.3 below.

5.3 The price of a holiday once booked, accepted and confirmed may be subject to surcharge or reduction for the following items: transportation costs, including the costs of fuel; dues, taxes or fees for services payable at or in connection with passing through, arrival at or departure from any airport, port or place; government action such as increases in VAT or any other government imposed increases; or currency exchange rate fluctuations. Only amounts in excess of 2% of the holiday price excluding insurance premiums and any amendment charges will lead to a surcharge or reduction; any surcharge levied will include an amount to cover agent's commission. If this means paying more than 10% above the holiday price quoted at the time of Booking, the passenger will be entitled to cancel the holiday with a full refund of all money paid (not including any premium paid for holiday insurance and amendment charges). Such a cancellation must be made within 14 days of the issue date printed on the surcharge invoice. If a surcharge is made notice will be given in writing. Failure to pay a surcharge within 14 days may be treated as cancellation of the Booking by the passenger, and a cancellation charge of the amount shown under 'Cancellation by Passenger' applicable on the date of FOT's decision to cancel will be made. No surcharge or reduction will be made less than 30 days before the date of commencement of the holiday.

5.3 Please note that travel arrangements may not be purchased in local currency and changes in the price of items listed may not have an equivalent direct impact on the price of the holiday due to other factors including contractual and other arrangements in place to protect the holiday price.

5.4 Any medical services provided during the holiday are outside the scope of the UK National Health Service and charges may be made for services, drugs and other medical provisions.

5.5 On board payments by credit card or American Express charge card are subject to the surcharges at 4.3 above. In case of failure to settle an on board account in full before leaving the ship, an administration charge of £75 will apply. Cancellation or curtailment by Passenger

6.1 A Booking may be cancelled subject to notice to FOT in writing and payment to FOT of a cancellation fee in accordance with the following scales:

(i) Cruises excluding ocean crossings:- 63 days or more before departure - deposit plus full amounts payable in respect of air fares; 62 days to 29 days before departure - full amounts payable in respect of air fares plus 50% of the remainder of the full holiday price; 28 days or less before departure or failure to travel - 100% of the full holiday price.

(ii) Ocean crossings:- 120 days or more before departure - deposit plus full amounts payable in respect of air fares; 119 days to 90 days before departure - full amounts payable in respect of air fares plus 25% of the remainder of the full holiday price; 89 days to 75 days before departure - full amounts payable in respect of air fares plus 50% of the remainder of the full holiday price; 74 days or less before departure or failure to travel - 100% of the full holiday price.

6.2 The effective date of cancellation is the date of receipt of written notice by FOT. For the avoidance of doubt, these charges will apply whatever the reason for cancellation, including illness, incapacity, death or any other intervening event. If a cruise has already been started and a passenger is unable to continue for any reason whatsoever including repatriation, illness, incapacity, death or any other intervening event then FOT may resell any unused services or accommodation, but no refund will be made.

6.3 Cancellation fees may be insurable. It is the passenger's responsibility to make any such claim under the terms of their insurance policy. Holiday insurance premiums are not refundable in the event of cancellation.

Alteration and Cancellation by Operator

7.1 FOT 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.

7.2 Published details of the holiday and details at the time of Booking may be subject to alteration as a result of events, changes in circumstances or other factors that have occurred or arisen since the holiday was planned. The priority is to provide the holiday as far as possible during the period booked. Alteration may include omitting, substituting or adding ports of call or otherwise changing the itinerary (including routing of the ship or flights and port of embarkation and disembarkation), schedule, ship or other arrangements that form part of the holiday. Alteration of the holiday may be made of necessity or because it appears to FOT or any other party acting as operator responsible for the holiday or part of the holiday desirable for the safety, comfort or enjoyment of passengers or the operational efficiency of the holiday. Where possible and appropriate, FOT will make reasonable efforts to ensure that any changes are as limited as practical. Such alteration will not amount to material alteration of the holiday contract.

7.2 Any cabin, room or seating booked or notified may be changed to another of equivalent or higher standard to that booked at the sole discretion of FOT or any other party acting as operator and no such change shall amount to a material alteration of the holiday contract.

7.3 Where before departure it is not reasonably possible or practical to provide the cruise holiday (even by making changes) due to an event of Force Majeure, then FOT will give notice of cancellation of the holiday as soon as reasonably practical and the passenger will be offered a refund of all monies paid under the contract or, where possible, the choice of a replacement holiday of equivalent value.

7.4 FOT has the right up to 56 days before departure to cancel the cruise holiday or any part of it because the minimum number of passengers needed has not been achieved.

7.5 Where after departure it becomes impossible to provide any part of the holiday FOT or any other party acting as operator will make suitable alternative arrangements at no extra cost to the passenger. If this is not reasonably possible or practical equivalent transport will be provided back to the place of departure or on to the final destination and where the holiday is curtailed for each whole day lost the passenger will be reimbursed an amount equivalent to the

daily cost of the cruise part of the holiday.

7.6 Where delay occurs during the holiday due to fault on the part of FOT or any other party acting as operator then alternative arrangements will be made where required and reasonably practical to ensure the continuation of the holiday.

7.7 In the event of cancellation, alteration or delay (including prolongation of the holiday) FOT will not be responsible for individual circumstances or arrangements, or losses arising from individual circumstances or arrangements.

Conduct, Safety and Security

8.1 At any time during the holiday FOT or any other party acting as operator or otherwise involved in the supply of services under this contract may take such steps as are deemed necessary to prevent any risk to the health, safety, comfort or well-being of any person. This may include taking action to transfer the passenger or anyone else from one cabin or seat to another, to restrain, confine or otherwise deal with the passenger or anyone else as may be considered necessary, or to refuse to embark or to disembark the passenger or anyone else at any port or place. FOT or any other party acting as operator or otherwise involved in the supply of services under this contract may also take such action as may be deemed necessary to comply with any requirement or recommendation of any authority or advisor with respect to the protection of the health, safety, comfort or well-being of the passenger or any other person during the holiday. Where such action is taken as a result of circumstances that are unforeseen, unforeseeable or that could not be avoided with the exercise of due diligence, then the passenger shall not be entitled to any refund or compensation of any kind. If such action is attributable to any fault on the part of the passenger, then the passenger will be liable to pay any fines, losses, expenses arising or compensation or any other amount due to FOT or any other party acting as operator or otherwise involved in the supply of services under this contract or any other third party. In no circumstances shall FOT have any liability for prevention of boarding of any form of transport due to a decision made by any party other than FOT.

8.2 FOT has the right to make, enforce and change (without prior notice) rules and policies for the conduct of passengers on board relating to matters including, but not limited to, dress, behaviour, alcohol and food. No animals, dangerous articles, or controlled or prohibited substances may be brought on the holiday.

8.3 For the safety and security of all passengers it may be necessary to search passengers, their cabins or luggage. Passengers will allow this to take place when authorised by the Captain or a security or other officer and agree to follow any instructions or order in this regard.

8.4 The passenger will be responsible for any loss or damage caused by that passenger during the holiday to any property or person or other third party or FOT, no matter how that loss or damage is caused. If a passenger causes such loss or damage then FOT may require that passenger immediately or at any time to pay to FOT an amount sufficient to cover, or on account of, any loss or damage so caused.

Liability

9.1 The liability of FOT or any other party acting as operator or otherwise involved in the supply of services under this contract may be limited by international conventions including those relating to carriage by sea, including the Athens Convention 1974, carriage by air, including the Warsaw Convention 1929 or the Montreal Convention 1999 and hotel stays, including the Paris Convention 1962, and in the case of all such conventions, and applicable Protocols or amendments. Where these or any other conventions apply to any service or accommodation supplied during any part of the holiday, no matter by whom the service or accommodation supplied is directly performed, the limits of liability afforded by such conventions apply to FOT and any other party acting as operator or otherwise involved in the supply of services during the holiday.

9.2 Save as provided otherwise in these terms and conditions and subject to the provisions relating to liability, including limits in these terms and conditions, all arrangements for the provision of transport of passengers, their baggage and personal property, accommodation and other services are in addition to these terms and conditions subject to the terms and conditions of airlines and owners or operators of the cruise ships and all other service providers such as transfer operators, hotels etc.

9.3 Unless otherwise provided for by force of law or in accordance with these terms and conditions, the liabilities, duties, obligations and responsibilities of FOT or any other party acting as operator or otherwise involved in the supply of services under this contract shall be limited in accordance with the limits applicable to a carrier under the Athens Convention 1974 (Carriage of Passengers and Luggage by Sea), as modified and set out in parts I and II of Schedule 6 of the Merchant Shipping Act 1995 (the "Convention").

9.4 The liability of FOT or any other party acting as operator or otherwise involved in the supply of services under this contract, for death or illness of, or personal injury to, any passenger, or the loss of or damage to the luggage of any passenger is limited to the maximum amount specified in Articles 7 and 8 of the Convention save in the case of valuables (as defined in Article 5 of the Convention) where no liability is accepted unless such valuables have been deposited with the carrier for the agreed purpose of safekeeping in which case liability will be limited to the limit provided for in Article 8(3) of the Convention.

9.5 No responsibility is accepted for loss or damage caused to passengers by failure to perform the contract or improper performance of the contract where the failure or improper performance happens without fault on the part of FOT or any other party acting as operator or otherwise involved in the supply of services under this contract because:

- (i) it is attributable to fault on the part of the passenger; or
- (ii) it is unforeseeable and unavoidable and attributable to a third party who does not supply services included in the holiday; or
- (iii) it is due to unusual and unforeseeable circumstances beyond the control of FOT the consequences of which could not have

been avoided by the exercise of due care, or an event which FOT or anyone who supplies services included in the holiday booked could not foresee or forestall including but not limited to circumstances related to unusual weather or sea conditions.

9.6 No liability is accepted in respect of arrangements or commitments made by or on behalf of the passenger that are not part of the holiday contract.

9.7 If any term, condition, section or provision becomes invalid or be so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force.

9.8 In the event that FOT has any legal liability for any loss of or damage to property otherwise than in accordance with the Convention and any other applicable conventions including the Montreal conventions then its liability shall not at any time exceed £250 per Passenger and FOT shall not at any time be liable for loss of or to any money, jewellery, valuables or medication. Passengers are advised 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.

9.9 All carriage (by land, air and sea) is subject to the conditions of carriage of the actual operator / carrier. These may limit or exclude liability. Save as otherwise provided in these Conditions, the carriers' conditions of carriage are expressly incorporated into the Contract and are deemed to be expressly accepted by the Passenger at the time of the Booking. Copies of these Conditions are available on request from FOT.

9.10 FOT's liability will not at any time exceed that of any carrier under the carrier's conditions of carriage and/or applicable or incorporated conventions.

Claims

10.1 Any matter which might give rise to a problem, complaint or claim must be notified to the ship or hotel management, airline staff or other relevant supplier of services at the time of the incident. If the matter cannot be rectified immediately FOT must be notified as soon as possible and in any event notice of a claim must be given in writing to FOT within 30 days of the matter arising. Special extra provisions set out below apply to loss, damage or delay to baggage and to claims for illness or injury. Failure to give notice in accordance with these provisions may mean that the matter cannot be properly investigated or rectified and this may affect the passenger's rights.

10.2 In the case of any claim for loss, damage or delay to baggage please note that (1) the passenger must claim against the carrier or carriers responsible for actually performing the carriage where the loss or damage happened immediately if and when the loss or damage is or becomes apparent and in any event within 15 days from the date of redelivery, or when redelivery should have taken place; (2) if the passenger wishes to make any sort of claim against FOT or Star Clippers, the passenger must notify FOT directly in writing with a copy of the notification to the carrier or carriers responsible for actually performing the carriage and if asked to do so the passenger must assign all rights against such carrier or carriers to FOT.

10.3 Any illness or injury caused by or that the passenger considers may be attributable to anything that happened during the holiday must be reported to the service provider or providers responsible for the relevant part or parts of the holiday and to FOT (with a copy of any such notification to any other provider or providers) immediately that the illness or injury becomes apparent.

10.4 Unless a longer period is provided for by force of law, any claim shall be time-barred if proceedings are not brought within 2 years of the end of the cruise.

10.5 Any claim or dispute arising out of or in connection with these terms and conditions or the holiday shall be dealt with in accordance with English law and any proceedings shall be brought before the Courts of England and Wales.

10.6 Some disputes involving claims up to a limited amount may be referred to independent arbitration under a scheme devised by arrangement with ABTA and the Chartered Institute of Arbitrators. The scheme does not generally apply to claims arising out of personal injury or illness. Arbitration must be applied for within 9 months of return from the holiday (but may be available in special circumstances outside this period). This is dealt with further under the 'Financial Protection' section above.

Assistance

11.1 At FOT's sole discretion, FOT may afford or arrange assistance to any passenger who suffers illness, personal injury or death during the holiday. Such assistance may take the form of advice, guidance or initial financial aid where appropriate. Any expenses reasonably incurred for or on behalf of the passenger, either in this connection or otherwise in respect of matters that are not included in the holiday cost (including medical treatment and repatriation expenses) shall be repayable by the passenger to FOT in full on demand (whether or not the passenger has insurance cover for some or all of the expenses).

Material Facts

12.1 It is a condition of carriage that all material facts have been disclosed by the passenger to FOT as if FOT were an insurer. A material fact is a fact likely to influence insurers in the acceptance or assessment of insurance (for example, a matter relating to the state of health of the passenger or a close relative). Where there is doubt as to whether a fact is 'material' then it should be disclosed.

Mobility and Special Assistance

13.1 Passengers must give written notice to FOT at the time of Booking of any disability, mobility problem, or any other condition requiring special care, attention or treatment. If any such condition arises after Booking then written notice must be given to FOT as soon as possible. It may not be possible satisfactorily to accommodate a passenger with such a condition on board a Star Clippers vessel. Passage may therefore be refused to those with such a condition at the sole discretion of FOT or the operator.

13.2 Women who will be more than 28 weeks pregnant at the end of the holiday are not permitted to travel. The carriage of children or infants may be subject to a minimum age.

Documentary and Medical Requirements

14.1 A full valid passport is required for all holidays, valid for at least 6 months after the date of return to the UK. The passenger

is responsible for ensuring compliance with all necessary visa and other documentary requirements for the entire holiday, and shall have received all medical inoculations necessary (notwithstanding that FOT may provide advice on these matters from time to time). Advice on these matters may be obtained from the Foreign and Commonwealth Office. At any port or place FOT or any other party involved in the supply of services in connection with this contract may refuse travel or accommodation, or disembark any passenger without compensation who in the opinion of FOT or other party involved might be excluded from landing at any destination by Immigration or other Governmental Authorities or who may be suffering from contagious or infectious disease or whose presence may be considered detrimental to the safety or comfort of other holidaymakers or crew members.

Flights

15.1 This publication is the sole responsibility of FOT. It is not made on behalf of, and does not commit any airline mentioned or any other airline whose services are used during the course of the holiday. Notwithstanding this any rules, regulations, terms and conditions published by any such airline will apply.

15.2 Published prices for fly/cruises are inclusive of specially negotiated airfares which are subject to availability and may include an amount to cover flight disruption insurance. If no aircraft seats are available at such fares in conjunction with a particular cruise at the time of Booking then the fly/cruise option will not be offered. Flight upgrades/premium seats for fly/cruises are limited in number. They will be allocated at the time of Booking, subject to availability at the time of the cruise. 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.

15.3 All published itineraries are based on current airline schedules. The passenger will be notified of any changes. Details of which aircraft operator will be used for the holiday booked and the type of aircraft operated cannot always be given at the time of Booking and may be subject to change.

15.4 If the Contract does not include flights, it is the Passenger's responsibility to obtain a valid ticket direct from an air carrier suitable for and in time for travel to the vessel (and including local transfers which the Passenger must arrange). FOT shall not be responsible for any liabilities arising in respect of flights or transfers arranged by the Passenger.

Data

16.1 Personal details will be held and processed by FOT to enable fulfilment of the holiday contract. This may involve passing these details on to third parties that may be outside the European Economic Area. Personal details supplied to FOT may also be used for marketing purposes. Marketing communications from FOT will allow the passenger the opportunity to opt out of further marketing communications. FOT will not disclose personal details to third parties for marketing purposes without express permission.

Travel Insurance

17.1 It is a requirement that travel insurance is taken out before travelling on a Star Clippers Holiday. This should cover all appropriate travel, cancellation, medical and repatriation liabilities for the holiday. Details must be provided on request including during the holiday if required.

Variation

18.1 No variation of these Conditions shall be effective unless in writing and signed by FOT.

Rights of Third Parties

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

Law and Jurisdiction

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

21.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle 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).

These terms and conditions should be read in conjunction with the Star Clippers brochure.