

Your Contract

with Fred. Olsen Cruise Lines

These terms and conditions should be read carefully.

Any booking for a Fred. Olsen Cruise Lines Ltd. ('FOCL') cruise holiday is accepted subject to these terms and conditions. Please inform FOCL directly if at any time you wish to raise any objection to any part of these terms and conditions.

Please note that where a FOCL cruise is provided by another holiday operator, the terms and conditions of your contract with that holiday operator apply to the whole holiday. However, whatever is provided by FOCL is supplied to that holiday operator on the basis that these terms and conditions, save for those that provide that your contract is with FOCL, apply as far as FOCL is concerned.

How to book

1. A booking for a FOCL cruise holiday can be made with your Travel Agent or directly with FOCL, Fred. Olsen House, White House Road, Ipswich, Suffolk IP1 5LL (Telephone: 01473 742424, Telefax: 01473 292410, Website: www.FredOlsenCruises.co.uk). Prior to making a booking you should ensure that you have read and are prepared to accept these terms and conditions, and have available the information required to make the booking.

The contract

2.1 Once FOCL has accepted the booking and all payments due at the time of making the booking, a contract exists on these terms and conditions and covers each and every passenger in respect of whom the booking is made (collectively referred to as 'you' in these terms and conditions). Bookings must be accepted by FOCL and cannot be accepted by any third party. FOCL has the right to refuse to accept any booking even if a deposit had been paid.

2.2 FOCL has its registered office at 2nd Floor, 64-65 Vincent Square, London SW1P 2NU. FOCL is a bonded member of ABTA (No. WO637). It is bonded as a tour operator and holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL No. 5016). 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. In Ireland FOCL is bonded as a tour operator and holds a Tour Operator's Licence no. T0212 issued by the Commission for Aviation Regulation. FOCL is also a member of the Passenger Shipping Association.

2.3 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 FOCL or any other party acting as operator.

2.4 Where organised shore tours, excursions or programmes are available during a cruise holiday, they are not part of the holiday booked. Where FOCL makes such shore activities available, it 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 cruise holiday. However, should FOCL, its employees, servants, agents or sub-contractors, the owner and operator of the ship or any other person involved in the supply of services in connection with this contract be deemed to have any liability in connection with such shore activities, this shall in all cases be subject to these terms and conditions. Shore activities operate subject to minimum numbers of participants. If any shore activity does not operate, a refund of any money paid in advance may be made, but otherwise no compensation shall be payable.

2.5 Where flights are taken in conjunction with the holiday but are not provided by FOCL, then they are not part of the holiday booked and FOCL has no liability whatever in respect of such flights.

2.6 Cruise holidays are planned far in advance and the contract is for the cruise 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 cruise holiday was planned. This is dealt with further below under Alteration and Cancellation by the Operator.

2.7 The person making the booking warrants authority to contract on behalf of all those in respect of whom the booking is made. FOCL, its employees, servants (including medical staff), 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 will the total liability of all such parties exceed that of FOCL.

Deposit, alterations and final payment

3.1 The full specified deposit must be paid to FOCL 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 FOCL holiday is held as agent for FOCL, whether or not that travel agent is otherwise acting as your agent or as agent for FOCL. However, payment to or acceptance of any money by a travel agent or other third party, even if an agent of FOCL, does not constitute acceptance of a booking by FOCL. 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.

3.2 If your booking is altered after acceptance of your deposit as a result of a request by you that has been accepted by FOCL, a minimum service charge of £50.00 per person is payable to FOCL. In the case of a name change, more than 8 weeks before departure this will be charged at £50.00 per person per change; within 8 weeks of departure the charge is £100 per person, where accepted. In addition to this, for fly-cruises any associated costs imposed by the airline will also be due. A request to transfer your booking to an alternative cruise may be accepted by FOCL on one occasion provided it is made more than 56 days before departure. However, any subsequent request will be treated as a cancellation. If an alteration would result in a reduction of the price of the holiday of more than 25% then this will be treated as a cancellation (see under 'Cancellation by You').

3.3 The balance of your fare is due to be paid to FOCL 8 weeks before departure and money must be paid in sufficient time for funds to reach FOCL. After this the full fare must be paid at the time of the booking. Special payment conditions may apply to special or discounted fares. If, for any reason, any payment due after booking is not received by FOCL by the date due, FOCL has the right to cancel the booking, retain the deposit paid and charge a cancellation fee of the amount shown in the scale under 'Cancellation by You' applicable at the date of FOCL's decision to cancel. If, after a booking is made via an agent, FOCL has reason to believe that the agent may be unable to meet its financial obligations then FOCL has the right to move the booking to another agent or take the booking direct.

3.4 If a direct booking with FOCL has been made and accepted, and all payments due at the time of the booking have been made, the booking may be transferred to a travel agent provided that FOCL is notified within 21 days of the booking and does not object.

Fares and other charges

4.1 Fares are based on operating costs and market conditions at the date they are published and may be revised upwards or downwards at any time.

4.2 Once you have booked, no increase or decrease in the fare will be made except as follows. If there is an increase in the cost of providing the cruise holiday of more than 2% caused by an increase in: transportation costs, including the cost of fuel; dues, taxes or fees for services at ports and airports; or exchange rates, then a surcharge may be levied and may include an amount to cover agents' commission. If this means paying more than 10% on top of the cruise holiday price quoted at the time of booking, you will be entitled to cancel your cruise holiday with full refund of all monies paid except for any premium paid for insurance and amendment charges. Such cancellation must be made within 14 days of the issue date printed on the surcharge invoice. If a surcharge is made it will be demanded in writing. Failure to pay a surcharge within 14 days may be treated as cancellation by you of the booking in which case a cancellation charge of the amount shown under 'Cancellation by You' applicable on the date of FOCL's decision to cancel will be made. No surcharges will be made less than 30 days before the cruise holiday is due to begin but bookings received within this period may be charged at the published price plus the surcharge. A significant decrease in the cost of providing the cruise holiday may be passed on to you at the discretion of FOCL.

4.3 Most port and airport charges and taxes are included in the cost of the cruise holiday. Where these are not included, you will be advised separately. Some overseas charges and taxes may have to be paid locally by you.

4.4 Medical services provided on board are outside the scope of the UK National Health Service and a charge is made for these services and for drugs and other medical provisions.

4.5 All accounts for services and goods provided on board ship and any other amounts due which are not included in the cost of the cruise holiday, including amounts for shore excursions, tours and programmes, must be settled before you leave the ship.

Cancellation by You

5. You may cancel your booking subject to notice to FOCL in writing and payment to FOCL of a cancellation fee in accordance with the following scale: 57 days or more before departure - amount of deposit; 56 to 42 days - 45% of the holiday cost; 41 to 16 days - 75% of the holiday cost; 15 to 5 days - 90% of the holiday cost; and less than 5 days until day of departure or failure to travel - 100% of the holiday cost. The effective date of cancellation is the date of receipt of written notice by FOCL. Cancellation fees may be insurable. Holiday insurance premiums cannot be refunded in the event of cancellation.

Alteration and cancellation by operator

6.1 Published details of your 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. FOCL's priority is to provide you with your 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 cruiseship or flights and port of embarkation and disembarkation), schedule, cruiseship or other arrangements that form part of the holiday. Alteration of the holiday may be made of necessity or because it appears to FOCL desirable for the safety, comfort or enjoyment of passengers or the operational efficiency of the holiday. Where possible and appropriate FOCL will try to ensure that any changes are as limited as practical. Such alteration will not amount to material alteration of the holiday contract.

6.2 Where before departure it becomes impossible to provide your cruise holiday (even by making changes) then FOCL will give notice of cancellation of the holiday as soon as practical and you will be offered a refund of all monies paid under the contract or, where possible, the choice of a replacement holiday.

6.3 FOCL 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.

6.4 Where after departure it becomes impossible to provide any part of the holiday, FOCL or any other party acting as operator will make suitable alternative arrangements 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 cruise 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.

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

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

Conduct, safety and security

7.1 If it appears that you are or are becoming for any reason unfit to travel or likely to endanger or prejudice the health or safety or comfort of yourself or anyone else then a duly authorised representative of FOCL or any other party involved in the supply of services under this contract may transfer you from one cabin or seat to another, restrain, confine or otherwise deal with you as may be considered necessary or refuse to embark or disembark you 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 party other than FOCL.

7.2 FOCL 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.

7.3 For your safety and security, or that of other passengers, it may be necessary for servants or agents of FOCL to search passengers, their cabins or their luggage. You will allow this to take place when authorised by the Captain or a security or other officer of the ship.

7.4 You will be responsible for any loss or damage caused by you during the holiday to any property or person or other third party or FOCL, no matter how that loss or damage is caused. If you cause such loss or damage then FOCL may require you immediately or at any time to pay to FOCL an amount sufficient to cover, or on account of, any loss or damage so caused.

Liability

8.1 The liability of FOCL and any other party that may be involved in the supply of services in connection with this contract may be limited by international conventions including those relating to carriage by sea and air, in the case of carriage by sea, including the Athens Convention 1974 and in the case of carriage by air, including the Warsaw Convention 1929 or the Montreal Convention 1999 and, in the case of all such conventions, any applicable Protocols or other amendments. Where these or any other conventions apply to any carriage during any part of the holiday, whether or not the carriage is directly performed by FOCL, then insofar as FOCL may have any responsibility or liability in respect of the carriage concerned, the limits of liability afforded by such conventions apply to FOCL and any liability or responsibility of FOCL shall be determined accordingly.

8.2 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 rules, regulations, and terms and conditions of airlines and owners or operators of any other ship or vessel used and all other services such as transfer operators, hotels, etc.

8.3 Unless otherwise provided for by force of the law or in accordance with these terms and conditions the liabilities, obligations and responsibilities of FOCL and any other party involved in the supply of services in connection with these terms and conditions 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.

8.4 The liability of FOCL or any other party that may be involved in the supply of services in connection with these terms and conditions 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 amounts specified in Articles 7 and 8 of the Convention save in the case of valueables (as defined in Article 5 of the Convention) where no liability is accepted unless such valueables have been deposited with the carrier for the agreed purpose of safe-keeping, in which case liability will be limited as provided for in Article 8(3) of the Convention.

8.5 No responsibility is accepted for loss or damage caused to you by failure to perform the contract, or improper performance of these terms and conditions, where the failure or improper performance happens without fault on the part of FOCL or other operator or supplier of services included in the cruise holiday booked because:

- (i) it is attributable to your fault; 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 or unforeseeable circumstances beyond the control of FOCL the consequences of which could not have been avoided by the exercise of due care, or an event which FOCL or other operator or supplier of services could not foresee or forestall including but not limited to unusual weather or sea conditions.

8.6 No liability is accepted in respect of arrangements or commitments made by you or on your behalf that are not part of the holiday contract, including, but not limited to arrangements that you make directly, or via FOCL acting as agent only, with a service provider other than FOCL.

Claims

9.1 Any matter which might give rise to a problem, complaint or claim must be immediately notified to the ship or hotel management, airline staff or other supplier of the services concerned. If the matter cannot be rectified immediately, FOCL must be notified in writing as soon as practical. In any event you must give notice of any claim in writing to FOCL 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 your rights.

9.2 In the case of any claim for loss, damage or delay to baggage please note that (1) you 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 you wish to make any sort of claim against FOCL, you must notify FOCL directly in writing with a copy of notification to the carrier or carriers responsible for actually performing the carriage and if asked to do so, assign your rights against such carrier or carriers to FOCL.

9.3 Any illness or injury caused by or that you think 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 FOCL (with a copy of any such notification to any other provider or providers) immediately that the illness or injury becomes apparent.

9.4 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.

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

9.6 Some disputes involving claims up to a limited amount may (subject to the agreement of you and FOCL) be referred to independent arbitration or conciliation under schemes devised by arrangement with the Passenger Shipping Association or ABTA. Details will be supplied on request. The schemes may not apply to claims arising out of injury or illness.

Assistance

10. At FOCL's sole discretion FOCL may afford you assistance if you suffer illness, personal injury or death during the period of your cruise holiday. Such assistance may take the form of advice, guidance or initial financial aid where appropriate and subject to FOCL's discretion. Any expenses reasonably incurred for you or on your behalf (including medical treatment and repatriation expenses) shall be repayable by you to FOCL in full on demand (whether or not you have insurance cover for some or all of the expenses). In any case where such assistance is necessary or provided you give FOCL authority to contact any 3rd party including your GP or other medical practitioner and/or your insurers to obtain any information or documentation.

Material facts

11. It is a condition of carriage, and insurance, that all material facts 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.

Mobility and special assistance

12. You must give written notice to FOCL 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 FOCL as soon as possible. It may not be possible satisfactorily to accommodate you with such a condition on board a FOCL cruise ship. Passage may therefore be refused to those with such a condition at the sole discretion of FOCL or the operator. Children less than 6 months old and women who will be more than 28 weeks pregnant at the end of the cruise holiday are not permitted to travel. Disabled passengers must be accompanied on board by an able bodied companion.

Documentary and medical requirements

13. A full valid passport is required for all holidays in this brochure, valid for at least 6 months after the date of return to the UK. You are 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 FOCL may provide advice on these matters from time to time). At any port or place FOCL or any other party involved in the supply of services in connection with your cruise 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 or who may be suffering from contagious or infectious disease or whose presence may be considered detrimental to safety or comfort of other holidaymakers or crew members.

Flights

14.1 This brochure is the sole responsibility of FOCL. It is not issued on behalf of, and does not commit the airlines mentioned or any other airline whose services are used during the course of the holiday.

14.2 Prices for fly/cruises quoted in this brochure are inclusive of specially negotiated airfares which are subject to availability. 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.

14.3 All published itineraries are based on current airline schedules or advised charter flights. You will be notified of 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.

Data

15. Personal details will be held by FOCL as data to enable FOCL to fulfil the contract to supply your cruise holiday. This may involve passing these details on to third parties. Personal details supplied to FOCL may also be used for marketing purposes. Marketing communications from FOCL will allow you the opportunity to opt out of further communications. FOCL will not disclose your personal details to third parties for marketing purposes without your express permission.

Travel Insurance

16. It is a requirement that travel insurance is taken out before travelling on FOCL cruise holidays. This should cover all appropriate travel, cancellation, medical and repatriation liabilities for the holiday. Details must be provided at the time of booking.