

## **General travel conditions**

### **Scope of these General Terms of Travel and your contracting party**

These terms and conditions govern the legal relationships between you as the Traveler and the Tour Operator, acting under the brand "Seabourn". Your contractual partner and Tour Operator is HAL Services B.V. (Seat: Otto Reuchlinweg 1110, PO Box 23378, NL-3001 KJ Rotterdam, The Netherlands) (Tour Operator).

These terms and conditions do not apply if the Traveler raises legal action of whatsoever kind against the Tour Operator in a court outside the Netherlands; in any kind of action outside this court the English language terms and conditions in accordance with their use in the United States of America shall prevail.

The following terms and conditions apply in addition to Art. 7:500-513d of the Dutch Civil Code ("DCC"). The term "Customer" below refers to the Tour Operator's contractual partner and "Travelers" to those persons who actually travel.

### **Personal requirements of the Traveler**

The Customer assures that the Travelers are fit to travel. The Tour Operator has the right to request a medical certificate about the ability of the Travelers to travel from the Customer and the Travelers.

No customer under 21 years of age is permitted to book a cruise, and any traveler under 21 years of age must travel in a stateroom with a traveler of 21 years or older who shall assume responsibility for their care during the cruise. For family groups booking multiple staterooms, the minimum age for at least one person in each stateroom is 16 years of age, provided that they are traveling with a parent or legal guardian. The minimum age required for the traveler to sail is 6 months of age at the time of embarkation. Where there are more than 2 consecutive sea days for a voyage, the minimum age required for the traveler is 12 months of age at the time of embarkation in order to sail. A traveler must be at least 6 years of age at the time of embarkation in order to sail on voyages to Antarctica or on Expedition Cruises. The Tour Operator cannot accept a booking or carry any traveler who will be 24 completed weeks or more pregnant on the last day of the intended cruise. All pregnant travelers are required to produce a physician's letter stating that mother and baby are in good health, fit to travel, and that the pregnancy is not high-risk.

### **1. Registration and conclusion of the travel contract**

- 1.1 With the booking (travel registration), the Customer offers the Tour Operator bindingly the conclusion of a travel contract. The basis of this offer is the travel advertisement with all information contained therein, in particular also with regard to offered flights, as well as these travel conditions.
- 1.2 The contract is concluded exclusively by the written booking confirmation or the invoice, whichever is issued earlier by the Tour Operator. A confirmation by the Tour Operator to have received the Customers travel offer and any booking form signed at the office of a travel agency shall not constitute acceptance of the travel contract. In the event of non-acceptance of the travel offer, the Tour Operator shall not be obliged to explicitly declare non-acceptance vis-à-vis the Customer and / or justify the non-acceptance.
- 1.3 The Customer shall also be responsible for all contractual obligations of the Travelers for whom he makes the booking unless otherwise explicitly confirmed by the Tour Operator.
- 1.4 If the content of the booking confirmation differs from the content of the travel offer, the Tour Operator shall be bound by this booking confirmation and such shall form a new travel offer. The travel contract is then based on the new offer, if the Customer accepts the new travel offer by express declaration, deposit, balance or travel.

## **2. Payment**

- 2.1 Upon conclusion of the contract, a down payment of 15% of the travel price will be due for payment. The final payment is due not later than 90 days prior to departure, unless otherwise agreed by the Tour Operator.
- 2.2 If the Customer or the Traveler fails to pay the remaining payment in accordance with the agreed payment terms, the Tour Operator shall be entitled to withdraw from the travel contract after a reminder with a deadline, and to charge the Customer / Travelers with cancellation costs in accordance with section 4.2 sentence 2 to section 4.4.

## **3. Performance changes**

- 3.1. The offers and information about the contractual travel services given in travel advertisements, meaning the Tour Operator's own catalogue and official website correspond to the actual services of the Tour Operator at the time of publishing. Until receipt of the Customer's booking request by the Tour Operator, however, alterations of the Tour Operator's services are sometimes necessary for objective or practical reasons, which

the Tour Operator expressly reserves to apply to the travel contract. The Tour Operator shall inform the Customer about these changes before concluding the contract.

- 3.2. Changes to essential travel services from the agreed content of the travel contract, which become necessary after the conclusion of the contract and which have not been caused by the Tour Operator against good will and faith, are – by taking into account the reasonable interests of the Tour Operator – permitted, however, always provided that those changes are reasonably acceptable for the Traveler. Reasonable are only changes due to circumstances that occur after the conclusion of the contract and which were not foreseeable for the Tour Operator at the conclusion of the contract. In addition, they should not change the character of the trip. In this context, changes to the travel and lay times and / or the routes (especially for security or weather reasons), which are decided by the sole discretion of the captain or the nautical department of the Tour Operator, both responsible for the ship, are permitted.
- 3.3. Any claims for compensation shall remain unaffected, unless the changed essential travel services are flawed.
- 3.4. The Tour Operator is obliged to inform the Customer about significant changes in service without undue delay after becoming aware of the reason for the change.
- 3.5. In the event of an essential change in a substantial travel service, the Customer is entitled to withdraw from the travel contract free of charge or is entitled to travel on an alternative but equivalent cruise, provided that the Tour Operator is able to offer such alternative cruise at no additional charge to the Customer. The Customer shall proclaim these rights without undue delay after the Tour Operator has changed the travel services as set out above or has been canceled the travel contract.

#### **4. Cancellation by the Customer before departure / cancellation costs**

- 4.1 The Customer can withdraw from the trip at any time prior to departure. The notice has to be given to the Tour Operators below address (or by email). If the trip was booked via a travel agency, the notice can also be given to the agency. The Tour Operator recommends that the Customer should issue such notice in writing.
- 4.2 If the Customer/Traveler cancels before commencement of the trip or does not show up at the beginning of the cruise, the Tour Operator loses his right to claim the travel price. The Tour Operator may instead claim adequate compensation, unless the Tour Operator has attributably caused the cancellation, or where exceptional circumstances occur at the place

of destination or its immediate vicinity which materially affect the conduct of the trip or the transport of persons to the destination; circumstances are unavoidable if they are out of control of the Tour Operator and if their consequences could not have been avoided by the Tour Operator carrying out all bearable precautions.

- 4.3 The amount of the compensation is determined by the travel price minus the value of the expenses saved by the Tour Operator and less what the Tour Operator acquires by otherwise using the travel services, which must be justified by the Tour Operator at the request of the Customer. The Tour Operator has determined the following compensation scheme taking into account the period between the declaration of cancellation and the start of the trip, taking into account the expected savings in expenses and the expected earnings through alternative use of the travel services. The compensation will be calculated according to the time of receipt of the notice of cancellation as follows:

15% (deposit) after confirming until 91 days prior to departure

50% 90 - 57 days prior to departure

60% 56 - 42 days prior to departure

75% 41 - 16 days prior to departure

90% 15 – 6 days prior to departure

100% 5 days - day of departure/no show

- 4.4 In any case, the Customer/Traveler is free to prove that no or substantially less damage has occurred than the lump sum demanded.
- 4.5 The Tour Operator reserves the right to demand higher, specified compensation in lieu of the aforementioned lump sums, insofar as the Tour Operator can prove that he has suffered damages exceeding the applicable lump sum. In this case, the Tour Operator is obliged to quantify and substantiate the compensation, taking into account the saved expenses and any other use of the travel services.
- 4.6 The Customer's mandatory right as provided for in Art. 7:506 DCC to request a third Traveler stepping into the rights and obligations arising from the travel contract remains unaffected by the above conditions. For such transfer of the contract to another person, the Tour Operator charge processing fees of EUR 50.00 (plus any charges levied by third parties, in particular airlines).

## **5. Rebooking**

- 5.1 If a Customer wishes to rebook another voyage offered by the Tour Operator, the Tour Operator should be approached in order to clarify whether such request can be met. The Customer / Traveler has no right to demand such change of the original travel contract and it is the Tour Operator's sole discretion to accept or reject such request. This does not apply if the rebooking is necessary because the Tour Operator has given no, insufficient or false pre-contractual information to the Traveler pursuant to Art. 7:503 DCC; in this case, the change is free of charge. Otherwise, rebooking is, if at all, possible only if the rebooking is requested for a trip that commences within six months after the original trip should have been commenced and only in the event such rebooked travel would be at least at the same value as the original one. Rebookings can only be made up to 56 days before departure and are only allowed once. In contrast, changes that relate only to individual (mediated) travel services (such as hotel or flights) are possible at any time before departure. For rebookings and changes, the Customer will then be charged EUR 100.00 per person as well as fees charged by third parties (e.g. airlines). Changes that relate to pure name corrections are free of charge, with the exception of possible fees charged by any mediated third parties (e.g. airlines) for it.

For rebookings and new bookings, the published terms and conditions apply; discounts and special conditions cannot be transferred.

- 5.2 Irrespective of this, each Customer is free to withdraw from the trip originally booked under the cancellation conditions in Section 4 and to book a new travel.

## **6. Unused services**

If the Traveler does not use individual travel services duly offered to him for reasons attributable to him (e.g. due to early return or for other compelling reasons such as medically indicated repatriation or upon the Travelers decision), the Customer/Traveler has no right to demand a pro rata refund of the travel price. The Tour Operator will endeavor to reimburse any refundable services saved by the third party service providers. This obligation does not apply if the services are completely insignificant or if a refund would be in conflict with legal or regulatory requirement.

## **7. Termination for behavioral reasons**

- 7.1 The Traveler has to obey the vessel's guidance at any given time. Ship board guidance can be reviewed on board upon request. In addition, the Traveler shall strictly adhere to any order of the Master or the Crew at any given time.

7.2 The Tour Operator may terminate the travel contract without notice if the Traveler

- has not communicated before departure a known travel unfitness or any other personal condition affecting his ability to conduct the travel;
- is incapacitated for travel due to illness, infirmity or any other reason, according to the judgment of the master or the ship's doctor;
- relies on a caregiver but travels without or is in need of any other support and lacks sufficient support;
- substantially disturbs the execution of a trip, despite a warning by the Tour Operator or the ship's management, or behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified;
- booked with false information;
- appears untimely when starting the trip or
- does not meet the necessary travel regulations or does not carry the necessary travel documents, so that there is a risk that other passengers may not leave the ship for shore leave;
- carries or brings on board weapons, munition, explosives or inflammable or any other dangerous goods or consumes, carries or brings on board drugs or any other such substances or commits a crime; any attempt of the afore shall also be included;
- commits substantial violations against the ship board guidance or does not follow reasonably given orders of the ship's crew and causing thereby danger to his, the ship's and her amenities' security or the security of any other person, or substantially disturbs or harass the crew or other travelers.

7.2 If the Tour Operator terminates the contract in accordance with this clause, the Tour Operator maintains the right to the travel price; however, the Tour Operator must deduct the value of the saved expenses as well as those advantages, which the Tour Operator obtains from the use of the unused service, if such, including amounts refunded to the Tour Operator by the third party service providers.

**8. Duty of the Traveler in case of defects / misperformance**

## 8.1 Notification of defects

If the trip is not performed in accordance with the contract, the Traveler can demand redress.

Insofar as the Tour Operator could not remedy the situation as a result of the Traveler's a culpable omission of giving a defect notification, the Traveler cannot assert any reduction claim according to Art 7:508 sect 4 DCC or claim for damages according to Art 7:508 sect. 5 DCC.

If the notification of the defect is obviously not futile or otherwise unreasonable, the Traveler is obliged to inform any travel deficiencies without undue delay to the Tour Operator's management team on board or to the Tour Operator's head office. The Traveler will be informed about the contact details of the Tour Operator in the contract description, but at the latest with the travel documents.

The Tour Operator's management team is instructed to provide remedies, if possible. However, he/she, as well as any other person on sight at the Guest Services or reception desk, or other Tour Operator's personnel or employees on board, is not authorized to acknowledge any Traveler's claims. Acknowledgment or acceptance will only be given / declared by the Tour Operator's management ashore via the head office

## 8.2 Deadline before termination

If, due to a defect as specified in Art 7:510 DCC, a Customer wants to terminate the travel contract, as the defect is substantial he has to set a reasonable deadline for the remedy. This does not apply if remedial action is denied by the Tour Operator or if the immediate remedy is necessary.

## 8.3 Baggage loss, luggage damage and delayed luggage

The Tour Operator strongly recommends that damage or delays in the delivery of air travel be reported immediately on the spot by means of a claim notice (P.I.R. = Property Irregularity Report) to the responsible airline. The claim notice is to be filed within seven days if the luggage is damaged and within 21 days after delivery if the luggage is delayed. Incidentally, the loss, damage or misdirection of baggage must be reported to the Tour Operator or the local agent of the Tour Operator.

## 9. Limitation of liability

- 9.1 The contractual liability of the Tour Operator for damages that are not personal injuries and were not culpably caused is limited to three times the travel price.

Any further claims based on international conventions or on statutory provisions based on such conventions shall remain unaffected by this restriction.

- 9.2 The Tour Operator is not liable for defects, personal injuries and material damages in connection with services, which are mediated by the Tour Operator as third-party services only (e.g. mediated excursions, sport events, theater visits, exhibitions and any medical services or services of the on board shops or the spa or recreational facilities ) and if these services are clearly and expressly marked in the travel advertisement and the booking confirmation as third-party services, indicating the identity and address of the contractor, in such a way that for the Traveler these services are obviously not part of the travel services of the Tour Operator and were selected separately. Art. 7:513d DCC remains unaffected.

However, the Tour Operator is liable if and to the extent that the Traveler's damage was caused by the Tour Operator's infringement of his obligations with regard to information, explanation or organizational duties.

- 9.3 The Tour Operator is not liable for the loss or damage to any valuables (including but not limited to art, cameras of all kinds, video systems and mobile devices of all kinds – like mobiles, laptops, tablets – including any accessories) This shall not apply if the valuables have been deposited.

- 9.4 In any event, the Athens convention of 1974 and its protocol of 2002 including the IMO protocol and IMO guidelines, as implemented in the EU under EU regulation 392/2009 shall apply.

## **10. Assertion of claims, addressee; Information about consumer dispute resolution**

- 10.1 Claims under Art. 7:511 DCC shall be asserted by the Customer / Traveler to the Tour Operator. The assertion can also be made by notifying the travel agent if the trip was booked through this travel agent. A written assertion is recommended.

- 10.2 The Tour Operator has implemented a modern, fast and accommodating Guest Relations Management. The Guest Relations Management can be contacted by the Customers under [guestrelations@seabourn.com](mailto:guestrelations@seabourn.com) or by phone 001-206-626-9181. Therefore, the Tour Operator does not participate in official dispute resolution procedures. The Tour Operator

provides this information in order to avoid effort and expense by futile contacting of the Consumer Arbitration Board.

## **11. Information requirements concerning the identity of the operating air carrier**

The EU Regulation on informing air transport passengers of the identity of the operating air carrier obliges the Tour Operator to inform the Customer / Traveler of the identity of the operating airline and of all air traffic services to be provided during the booked trip at the time of booking. If at the time of booking the executing airline is not yet determined, then the Tour Operator is obliged to name the airline and the airlines that will probably carry out the flight. Once the Tour Operator knows which airline will perform the flight, the Tour Operator must inform the Customer / Traveler. If the airline referred to the client as the operating airline changes, the Tour Operator must inform the Customer / Traveler about the change. The Tour Operator must take all reasonable steps to ensure that the Customer / Traveler is informed of the change as soon as possible. The list of EU-banned airlines is available on the official EU website.

## **12. Passport, visa and health regulations, medical care**

- 12.1 The Tour Operator shall inform the Customer / Traveler about general passport and visa requirements as well as health formalities of the destination countries for obtaining any necessary visas prior to conclusion of the contract, as well as any changes thereto prior to departure.
- 12.2 The Customer is responsible for obtaining and carrying with him/her the officially required travel documents, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation fees, are at his expense. This does not apply if the Tour Operator has not, inadequately or incorrectly informed the Traveler.
- 12.3 The Tour Operator is not liable for the timely granting and receipt of necessary visas by the respective diplomatic representation if the Customer has commissioned him with the procurement, unless the Tour Operator has culpably violated his own obligations.
- 12.4 Shipboard doctors and medical personal are available for the Traveler's support at the ship board hospital in case of medical need. An intensive medical support can only be provided at a limited level. Travelers currently undergoing medical treatment have to inform themselves prior booking and immediately prior departure about the available medical facilities and its restrictions. Travelers who request medical treatment or any other kind of

advice or service provided by the board hospital will enter into a contract with the ship board doctor but not with the Tour Operator. The services of the ship board doctor / the hospital are not part of the travel contract and the ship board doctor is not under the supervision of the Tour Operator and is not bound by the Tour Operator's orders. The medical treatment on board is not a medical treatment as provided in your home country, yet is considered as a medical treatment abroad. It is the sole responsibility of the Traveler, to take out appropriate international travel health and/or travel insurance. In case of certain emergencies it might be determined necessary to repatriate or take the Traveler from aboard the ship in the next port of call or at sea. The Traveler has to fully bear the costs thereof.

### **13. Data Protection / Advertising Counterclaim Law**

13.1 The Tour Operator uses the data provided by the Customer / Traveler in connection with the travel booking to justify, implement and fulfill the travel contract. In addition, the Tour Operator uses Customer data in order to occasionally provide the Customer / Traveler with specific information about his cruise offers by post.

13.2 We process all data for the establishment and implementation of the contract on the basis of Art. 6 para. 1 letter a (consent), letter b (contractual context) of the EU General Data Protection Regulation (EU-GDPR). We also use your contact and contract data for advertising purposes on the basis of a legitimate interest (Article 6 (1) (f) of the GDPR). The legitimate interest lies in our sales interest. We process special categories of data on the basis of your consent or for the fulfillment of legal claims (Article 9 (2) (a) and (f) of the GDPR).

13.3 A promotional telephone conversation will only take place if the Customer / Traveler has expressly consented to this.

13.4 If the Tour Operator receives the e-mail address of the Customer / Traveler in connection with the sale of his voyages, the Tour Operator also uses them to inform the Customer / Traveler occasionally by e-mail about his cruise offers.

The Customer / Traveler may object to the use of the e-mail address for advertising purposes at any time without incurring other than the transmission costs according to the basic tariffs.

Incidentally, the Customer / Traveler may object to the use of the Customer data for promotional purposes at any time by a form-free message to the Tour Operator.

- 13.5 We will only disclose your data to the following categories of recipients: agencies for sending mail and e-mail, financial service providers for conducting payment transactions; travel and event service providers such as u. a. airlines, hotels, travel agencies. These service providers process the data exclusively to carry out our orders. Other recipients include immigration agencies and port agents, depending on the destination country. Depending on the country of destination, there may also be transfers to the third country (outside the EU).
- 13.6 We store your contractually relevant data for the duration of the statutory storage period. Incidentally, the storage period depends on your revocation or opposition.
- 13.7 As a Customer, you have the following rights under GDPR: Right to information (Article 15), correction (Article 16), deletion (Article 17), restriction (Article 18), data portability (Article 20) and opposition (Article 21). Consents can be withdrawn at any time without affecting the legality of the processing carried out on the basis of the consent until the revocation.
- 13.8 In all data protection matters, you can contact our data protection officer directly at the following address: Data Protection Officer, Privacy & Data Protection Team, Carnival House, 100 Harbour Parade, Southampton, 8015 1ST, PrivacySBN@Seabourn.com, +44 344-338-8650.
- 13.9 You can also raise privacy complaints with your regional data protection supervisory authority.
- 13.10 Further privacy information is available at <https://www.seabourn.com>.

Issued December 2024

**The main rights of Customers / Travelers under Directive (EU) 2015/2302 are set out below:**

### **Form for informing the Traveler under a package tour pursuant to Title 7A, book 7 Dutch Civil Code**

The combination of travel services offered may be a package holiday within the meaning of Directive (EU) 2015/2302.

Therefore, you can claim all EU rights that apply to package holidays. The company HAL Services B.V. with its brand "Seabourn" bears full responsibility for the proper conduct of the entire package holiday.

The company HAL Services B.V. with its brand "Seabourn" also has arranged for the legal securities in connection with any repayments and, if transportation is included in the package holiday, to ensure your repatriation in the event of our bankruptcy.

The main rights under Directive (EU) 2015/2302:

- The Travelers will receive all relevant information about the package before the conclusion of the package travel contract.
- At least one contractor is always liable for the proper provision of all travel services included in the contract.
- Travelers will receive an emergency telephone number or contact details to contact the Tour Operator or travel agent.
- Passengers may transfer the package holiday to another person within a reasonable time and possibly at additional cost.
- The price of the package holiday may only be increased if certain costs (for example fuel prices) are increased and if this is expressly provided for in the contract and in any case no later than 20 days before the start of the package holiday. If the price increase exceeds 8% of the package price, the Traveler can withdraw from the contract. If a Tour Operator reserves the right to a price increase, the Traveler has the right to a price reduction if the corresponding costs decrease.
- Travelers can withdraw from the contract without payment of a cancellation fee and receive a full refund of all payments if any of the essential elements of the package, with the exception of the price, are significantly altered. If the Tour Operator responsible for the package trip cancels the travel package before the package holiday begins, the Travelers are entitled to reimbursement and possibly compensation.
- In the event of exceptional circumstances, Travelers may withdraw from the contract prior to the start of the package without paying a cancellation fee, for example if there are serious safety issues at the destination likely to affect the package holiday.
- In addition, Travelers can withdraw from the contract at any time prior to the start of the package holiday by paying a reasonable and justifiable cancellation fee.
- If, after the start of the package, essential elements of the package holiday cannot be carried out in accordance with the agreement, the Traveler must be provided with appropriate other arrangements at no extra cost. The Traveler may withdraw from the contract without payment of a cancellation fee, if services are not provided in accordance with the contract, if this has a significant impact on the provision of the contractual package tour services and if the Tour Operator fails to remedy the defect.
- The Traveler is entitled to a price reduction and / or compensation if the travel services are not provided or not provided properly.
- The Tour Operator provides assistance to the Traveler if he is in difficulty.
- In the event of the insolvency of the Tour Operator or, in some EU Member States, of the travel agent, payments will be reimbursed. If the Tour Operator or, if relevant, the travel agent enters into insolvency after the start of the package holiday and if transportation is part of the package, the repatriation of passengers is guaranteed. HAL Services B.V. with its brand "Seabourn" is associated with "Stichting Garantiefonds Reizen" (SGR), P.O. Box 4040, 3006 AA Rotterdam, the Netherlands.

Tour Operator: HAL Services B.V. (Seat: Otto Reuchlinweg 1110, PO Box 23378, NL-3001 KJ Rotterdam, Netherlands) - Reservations Phone: 00-800-1872-1872 - <https://www.seabourn.com>