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## TICKET CONTRACT

**IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AND OCEANIA CRUISES LTD. TRADING AS OCEANIA CRUISES. THIS TICKET CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS CONCERNING OUR LIABILITY FOR YOUR DEATH, ILLNESS OR INJURY, AS WELL AS LIMITATIONS CONCERNING DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. THE GUEST'S ATTENTION IS SPECIFICALLY DIRECTED TO CLAUSES 12, 13 AND 14 OF THE TERMS AND CONDITIONS OF THE TICKET CONTRACT.**

**YOU ARE FURTHER DIRECTED TO CAREFULLY READ AND UNDERSTAND CLAUSE 2 WHICH CONTAINS IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES AND REQUIREMENTS RELATED TO PUBLIC HEALTH, INCLUDING COVID-19.**

**THANK YOU FOR TAKING THE TIME TO FAMILIARISE YOURSELF WITH THESE TERMS AND CONDITIONS.**

### 1. Introduction

- (1) The following terms and conditions together with the information contained in the Frequently Asked Questions section of our website [www.oceaniacruises.com/faq](http://www.oceaniacruises.com/faq) and your specific booking information form the basis of your contract and constitute your conditions of carriage with Oceania Cruises Ltd. trading as Oceania Cruises®. Please read our terms and conditions and Frequently Asked Questions section carefully as they set out our respective rights, obligations and important information. In addition, COVID-19 policies, procedures and conditions ("COVID-19 Policies and Procedures") containing important terms, conditions, policies, procedures and requirements related to public health, including COVID-19, are set out in clause 2 below and generally throughout this contract and on our website. We reserve the right to revise or amend our COVID-19 Policies and Procedures as required or recommended by governmental agencies and health authorities in the US and other jurisdictions where the Ship calls. Our COVID-19 Policies and Procedures will be updated as needed. In the event of any conflict between our COVID-19 Policies and Procedures described herein and those described on our website, the website policies and procedures shall prevail. All information is believed correct at time of publication but is subject to change. Information concerning the citizens and residents of sanctioned countries (see below and clause 30) was updated and is believed correct as of September 2023.
- (2) Your cruise holiday fare includes stateroom accommodation, all meals and entertainment on board ship (including in-suite dining, 24 hour room service and no charge for speciality restaurants), unlimited soft drinks and bottled water, butler service (PH3 - OS categories), detailed port briefings, port charges, departure taxes, baggage handling and security charges and WiFi. Not included, however, are alcoholic beverages, activities and services for which an additional charge is made such as shore excursions and Overland Programmes or meals ashore (unless otherwise stated in the itinerary description), any fuel supplement, personal services, other items available on board, airfare unless purchased separately through us, airport transfers, any charges imposed on goods or services by local authorities whilst in port or within territorial waters and any other service not expressly included in your cruise fare. We will do our best to inform you of any additional costs that you will be required to pay, however, we are not always in a position to do this at the time of booking. Where we are made aware of a specific charge that you will have to pay prior to the start of your cruise, we will notify you of this as soon as reasonably possible. As it pertains to the cost of a fuel supplement, Oceania Cruises reserves the right to charge a fuel supplement, without prior notice, should the closing price of West Texas Intermediate Fuel increase above \$65.00 USD per barrel on the NYMEX (New York Mercantile Exchange Index). The amount of the fuel supplement will not exceed \$10.00 USD per passenger per day. This charge may apply at Oceania Cruises' sole discretion, to existing and new reservations and Oceania Cruises may collect the fuel supplement at the time of sailing, even if the Fare has been paid in full. For more information on the services included in your cruise fare and the applicable terms, please see clause 7.
- (3) Gratuities
  - a) For bookings made prior to 1 January 2024, gratuities are not included in the cruise fare and for our Guest's convenience are automatically added to their shipboard account. For Guests occupying staterooms, gratuities of US\$18 per guest, per day will be added. For guests occupying Penthouse, Oceania, Vista or Owner's Suites where Butler Service is provided, gratuities of US\$23 per guest, per day will be added. In addition, a 20% service gratuity will be automatically added to all beverage purchases, spa services and dining at La Reserve. Naturally, guests may adjust the gratuities while on-board the vessel at their sole discretion.

- b) For bookings made after 31 December 2023, gratuities are included in the cruise fare. This does not include service gratuities, which are additional. A 20% service gratuity will be automatically added to all beverage purchases, spa services and dining at La Reserve. Naturally, guests may adjust these service gratuities while on-board the vessel at their sole discretion.
- (4) Except where otherwise stated, the terms and conditions of the Ticket Contract only apply to cruise only or cruise inclusive holiday arrangements and, where applicable, to the other services (such as airfare, airport transfers and other land arrangements) which you book separately with us before departure and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these terms and conditions to “cruise”, “holiday”, “holiday arrangements”, “booking”, “contract”, “package” or “arrangements” mean such holiday arrangements unless otherwise stated. References to “departure” means the start date of your holiday arrangements.
- (5) Where you book cruise only arrangements through a tour operator, your contract will be with that tour operator and not us. Your tour operator will be responsible for the proper performance of the contracted services subject to and in accordance with their terms and conditions and our applicable Ticket Contract. Where you book cruise only arrangements through a travel agent, your contract may be with us or with the travel agent depending on how your booking is made and whether you purchase other separate services such as flights from or through the travel agent in connection with your cruise. Where your contract is with your travel agent, their terms and conditions will apply together with our applicable terms and conditions of the Ticket Contract. For all cruises which involve international carriage (as defined by the 1974 Athens Convention referred to below), the provisions of EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents (which incorporates certain provisions of the 1974 Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea as amended by the 2002 Protocol (“Athens Convention”)) and/or the Athens Convention as referred to in clause 13 of these terms and conditions will apply to your cruise and the process of getting on or off the ship.
- (6) Directive (EU) 2015/2302 of the European Parliament and of the Council on Package Travel and Linked Travel Arrangements will apply to your contract. Please consult the Directive as incorporated into the local law of your country of residence and for more information on your rights under this Directive please see the link <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015L2302>
- (7) In these terms and conditions, “you”, “your” and “Guest” means all or any of the persons named on the booking (including anyone who is added or substituted at a later date). “We”, “us”, “our”, “Oceania Cruises®” and “OCI” means Oceania Cruises Ltd. trading as Oceania Cruises®. The term “Master” means the Captain of the Ship or any person who acts under his/her authority. The term “Ship” means the vessel chartered, operated, or provided by us as the carrier on which you, or our Guest, will be travelling and/or any substituted ship.
- (8) If you are a citizen or resident of Crimea, North Korea (Democratic People’s Republic of Korea), Cuba, Sudan, Syria, Iran, Russia, Belarus or any other country against which the United States Department of the Treasury has issued sanctions, please refer to clause 30 of these terms and conditions. You will be unable to sail on any of our ships unless you satisfy the requirements set forth in clause 30.

## **2. Public Health, COVID-19 Policies and Procedures, Understanding the Risks and Right to Disembark and Quarantine**

- (1) Recommended Consultation with Medical Practitioner. You are encouraged to discuss the advisability of travel with your personal medical advisers / travel clinic and to review the EU Government websites, and specific national ministry of health or adequate local government bodies related to consumer and travel health questions in your country for updated information. You acknowledge, understand and accept that while on board the Ship, in terminals and boarding areas, or during activities ashore and/or while travelling to or from the Ship, you or other guests may be exposed to communicable illnesses, including but not limited to COVID-19 and its variants, influenza, colds, norovirus and potentially newer diseases not yet known. You further understand and accept that the risk of exposures to these communicable illnesses and others is inherent in most activities where people interact or share common facilities, are beyond our control, and cannot be eliminated under any circumstances. You knowingly and voluntarily accept these risks as part of this Ticket Contract, including the risk of serious illness or death arising from such exposures, and/or all related damages, loss, costs and expenses of any nature whatsoever.
- (2) Right to Refuse Booking or Passage, to Disembark or Quarantine. You warrant that you and all other Guests travelling with you are physically, emotionally and otherwise fit to undertake the cruise or cruise inclusive holiday; that you and they have received all medical vaccinations necessary; that you and they will at all times comply with the Ship’s rules and regulations and orders and directions of the Ship’s Master, officers and medical staff, and that your conduct will not impair the safety of the Ship or jeopardise or inconvenience yourself or other guests. We may refuse to embark, or may disembark, confine to a stateroom, quarantine or limit the

activities during the cruise at any time or at any port of any Guest who may be suffering from contagious or infectious disease or whose presence, or that of any accompanying child or travelling companion, in our opinion, the opinion of the Master, or any doctor, may be detrimental to the comfort, enjoyment or safety of other persons, or who, in our or the Master's opinion, might create a risk of harm to any other person, or who may be excluded from landing at the destination by immigration or other governmental authorities. In such cases, the Guest shall not be entitled to any refund of the cruise fare or cruise holiday fare or any payment, compensation or credit, except as required by law or otherwise provided herein.

- (3) Agreement to Comply With COVID-19 Policies and Procedures. In developing COVID-19 Policies and Procedures, we observe guidance and directives of federal health authorities, including the Center for Disease Control and Prevention ("CDC") and state and local health authorities in the US, the EU and in the other destinations visited. You acknowledge that these directives may change from time to time and that our COVID-19 Policies and Procedures may be updated as needed. You expressly agree to comply not only with the COVID-19 Policies and Procedures as they are described herein at all times including pre-embarkation, while on board, during port calls and shore excursions and/or final disembarkation. Your agreement to abide by our COVID-19 Policies and Procedures constitutes an integral part of this Ticket Contract. Guest agrees that the COVID-19 Policies and Procedures herein will also apply to COVID-19 variants and potentially newer diseases or illnesses not yet known. Guest also agrees to abide by all publicly known port/country regulations, including but not limited to such port/country regulations related to COVID-19.
- (4) COVID-19 Policies and Procedures. You acknowledge that our COVID-19 Policies and Procedures, when in effect, may or will include (but are not be limited to): (1) completion of an accurate, truthful and complete health questionnaire in a form and containing any health or travel-related questions as determined by us in our sole discretion based on advice from recognised government or health authorities or medical experts for each Guest prior to boarding; (2) pre-embarkation and/or periodic testing and temperature checks of each Guest followed by a period of isolation until test results are available; (3) modified capacity rules for activities (including but not limited to restaurants, gyms, and entertainment events onboard and for shore excursions) which may limit or eliminate the ability of any Guest to participate in particular activities; (4) mandatory use by each Guest of face coverings in most locations outside of the Guest's suite while on board, during embarkation, disembarkation and shore excursions; (5) mandatory social distancing and/or cohorting of Guests at any/all times while on board and during embarkation, disembarkation, and shore excursions; (6) additional restrictions during shore excursions depending on local conditions, including but not limited to denial of disembarkation at destinations unless participating in only shore excursions approved by us; (7) mandatory hand-sanitizing by Guests upon entry or exit of any public areas; (8) confinement of Guests to stateroom, quarantine or emergency disembarkation of Guests if, in our sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (9) the required completion by Guests in a timely manner of any written authorisations or consent forms required for us to carry out our COVID-19 Policies and Procedures (including but not limited to medical information, medical privacy, or personal data privacy consent forms), and; (10) other policies and procedures deemed by us in our sole discretion to be necessary to reduce the risk of spread of COVID-19.
- (5) Consequences of Non-compliance With COVID-19 Policies and Procedures. Notwithstanding any other provision contained herein, any non-compliance by you or members of your travelling party with our COVID-19 Policies and Procedures (when in effect) or this Ticket Contract shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine onboard the Ship, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in our sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, you shall not be entitled to a refund or compensation of any kind. You will be responsible for all related costs and fines, including without limitation to travel expenses and for proper travel documentation for any port, or for departure from or arrival to the U.S. or your country or state of residence. Under no circumstances shall we be liable for any damages or expenses whatsoever incurred by any Guest as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by us.
- (6) Known or Suspected COVID-19 Case Before Boarding. You agree that if at any time within 14 days prior to scheduled embarkation, you test positive for COVID-19, exhibit signs or symptoms of COVID-19, have had close contact with a person confirmed or suspected as having COVID-19, or we otherwise determine in our sole discretion that you are unfit to board because of any communicable illness, we will deny you boarding. Under these circumstances cancellation charges will apply and we will not be liable for any compensation or other damages whatsoever, including but not limited to compensation for lodging or travel.
- (7) Known or Suspected COVID-19 Case After Boarding. You further understand and agree that if, after boarding, and even if you have fully complied with all COVID-19 Policies and Procedures, you test positive for COVID-19 or exhibit signs or symptoms of COVID-19, we may disembark, refuse re-boarding after a shore excursion, or quarantine you as well as members of your travelling party, or take other steps which we determine, in our sole discretion, are necessary under the circumstances to protect the health and well-being of others. No refund will be given in such circumstances. You are responsible for all other related costs and fines, including without limitation travel expense. Under no circumstances shall we be liable to you for any other costs, damages or expenses whatsoever incurred by you.

### **3. Making your booking**

(1) You may book with us directly by telephone on +44 (0)345 505 1920 or via one of our authorised travel agents or our website [www.oceaniacruises.com](http://www.oceaniacruises.com). Before making a booking you must ensure that you have read and understood these terms and conditions (raising any queries you have with us). You will be asked to confirm you have read the terms and conditions of the Ticket Contract before your booking is accepted. The first named person on the booking ("party leader") must be at least 18 years of age at date of travel except for bookings on itineraries that begin or end in North America or China or include ports of call in North America or China. For these bookings, the minimum age requirement is 21 years. For guests who are U.S., Canadian or Chinese citizens or residents, the minimum age requirement is 21 years of age, regardless of itinerary.

(2) A binding contract between us will come into existence when we verbally confirm your booking and provide a reservation number to you if booking direct or your travel agent receives confirmation of your booking and a reservation number from us by any means or your booking is confirmed by our website. Payment of the required deposit or full payment as applicable and as referred to in clause 4 below must be made at the time of booking. If payment is not made as required, we are entitled to treat your booking as cancelled and to levy cancellation charges as set out in clause 9 below.

(3) In the event that your card payment is declined after your booking has been confirmed, you must provide an alternative acceptable form of payment within 7 days of being notified of the declined payment failing which your booking will be automatically cancelled.

(4) Please note, a Guest Registration Form (GRF) must be completed online through [www.oceaniacruises.com](http://www.oceaniacruises.com) - within 7 days of your booking being confirmed. This is a mandatory requirement of the booking process as this contains vital guest information. Failure to complete in full and to return the GRF will result in delay in travel documents being sent.

(5) Following confirmation of your booking as above, we will issue a confirmation invoice. This invoice will be sent to the party leader if you made a direct booking with us or your travel agent if one was utilised. You should therefore regularly check your emails and print it off or securely save the confirmation invoice when received. Please check this invoice, your tickets and all other documents carefully as soon as you receive them. Contact us immediately if any information appears to be incorrect or incomplete. Please note, all telephone conversations with our reservations department are recorded. If you need to correct the spelling of the name of any Guest or any other incorrectly stated (by us) information, you must do so by contacting us within 7 days of receipt by you of your confirmation invoice providing the correction is made more than 14 days in advance of your departure date. If you are booking within 14 days of departure, you must notify us of any errors (by us) within 48 hours of receiving your confirmation invoice. An administration fee of €100 / US\$ 100 per person per change will be payable if you wish to correct any name or other incorrect information more than 7 days (or 48 hours for bookings made within 14 days) after receiving your confirmation invoice. This administration fee will also be payable if you wish to make any other alteration to your booking at any time (subject to availability) including where you have given us incorrect information at the time of booking. Other charges may also be payable in addition to the administration fee.

(6) In the event you book and purchase an air package with us, guests should note that airlines may not allow name changes or date changes on scheduled flights and that the flight booking may need to be cancelled and rebooked if a name needs to be changed. The rebooking will always be subject to flight availability and to the payment of any charges imposed by the airline which may, in some cases, be the full cost of the ticket.

(7) We cannot accept any liability if we are not notified of any error or omission in your confirmation invoice within the above time limits. We will do our best to rectify any mistakes made by us which are notified outside these time limits. However, you will be responsible for any costs and expenses involved in doing so.

(8) Any authorised travel agent through whom you make a booking will relay information from you to us and vice versa. For the purposes of compliance with time limits or limitation periods as set out or referred to in these terms and conditions (other than those applicable under international convention or EU regulation as referred to in clauses 13(5) and 13(6) or to the issue of legal proceedings), receipt by such an authorised travel agent of messages, requests or complaints intended for us will be treated as receipt by us. All notifications required under international convention or EU regulation must be made to us directly and time limits apply by reference to receipt by us. Our travel agents are not authorised to accept service of any legal proceedings.

### **4. Payment**

In order to confirm your chosen holiday, a deposit is required as follows or, if you book after balance due date, full payment must be made at the time of booking. The balance must be paid as set out below:

- (1) The per person, per cruise deposit required to secure your reservation is 20% of the applicable cruise fare for Owner's, Vista and Oceania Suites and €500/ \$500 for all other suite/stateroom categories; for Grand Voyages the per person deposit is and €1500/ \$1500. Bookings made more than 120 days from sailing are required to

place a deposit no later than 7 days of booking. Bookings made between 91 and 120 of sailing are required to deposit by the end of the booking day. Bookings not deposited as per this schedule will automatically be cancelled. Unless otherwise noted, final payment must be received by Oceania Cruises 121 days prior to cruise departures for voyages of less than 15 days, and 151 days prior to departure for voyages 15 days or longer, together with passport details and any special onboard service requests; otherwise booking may be subject to immediate cancellation and any applicable cancellation charges. You must pay for your arrangements in the currency chosen at the time of booking.

#### Deposit and Payments – 180+ Day Voyages:

The per person deposit required to secure the 180+ Day Voyages is 20% of the applicable cruise fare for all suites and staterooms and must be received within 7 days of booking. Final payment due must be received no later than 181 days prior to cruise departure, together with passport details and any special onboard service requests; otherwise, booking may be subject to immediate cancellation and any applicable penalties. You must pay for your arrangements in the currency chosen at the time of booking.

- (2) You can pay by American Express, MasterCard and Visa. When paying by card we require: card number, name on card, expiry date, card holder's name and postcode and three digit security code on back of card. Please be aware that some issuing banks impose a "Foreign Transaction Fee" on credit card transactions for onboard purchases and purchases processed outside of the U.S. even if the transaction is denominated in U.S. Dollars. Oceania Cruises® accepts no responsibility for foreign currency/transaction fees charged by credit card companies. Guests should check with their individual credit card companies for more information. None of these fees accrue to the benefit of Oceania Cruises®.
- (3) Where back-to-back cruises are booked, a deposit will be required for each cruise. The balance due date will be shown on the confirmation invoice. You must ensure payment reaches us by this date. If we do not receive all payments due in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 9 below will be payable. We reserve the right to cancel any booking and/or deny boarding to any Guest who maintains an outstanding balance in any amount owed to us. This right applies, without limitation, to any previously incurred medical or other on-board charge or other booking where payment is overdue. Denial of boarding (which may also apply in respect of any flight) will result in the application of 100% cancellation charges and no payment of refunds or expenses.
- (4) If your reservation includes a separately purchased Restricted Air flight, a full non-refundable\* payment is due at time of booking.  
Where you cancel a booking which includes a Restricted Air flight, we will be entitled to apply the relevant cancellation charges to the flights in addition to the applicable cancellation charges set out in clause 9a in respect of the rest of the cancelled cruise arrangements. Unless otherwise advised at the time of booking, cancellation of a Restricted Air flight at any time will incur a cancellation charge equivalent to the full cost of the flight. The applicable cancellation charge for Restricted Air flights will be confirmed at time of booking.  
\*This payment will only be refundable in the event that we cancel your reservation, or you do so in circumstances where you are entitled to a full refund.
- (5) All monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we confirm your booking in accordance with clause 3. After that point, your agent will hold the monies on our behalf.

#### **5. Law and Jurisdiction**

(1) We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim (and whether or not involving any personal injury) must be dealt with under the ABTA arbitration scheme (if the scheme is available for the claim in question and you wish to use it – see clause 14) or by the Courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

(2) Changes to these terms and conditions or the information contained in the Frequently Asked Questions section shown in our brochure or on our website will only be valid if agreed by us in writing.

#### **6. The cost of your holiday**

We reserve the right to increase or decrease the prices of unsold holidays at any time. We also reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. The price of your chosen holiday will be confirmed at the time of booking.

Once the price of your chosen cruise holiday has been confirmed at the time of booking, we will only increase or decrease the price in the following circumstances. Price increases after booking will be passed on by way of a supplemental surcharge. A supplemental surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the cruise holiday including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the cruise holiday. You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your cruise holiday. We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your cruise holiday, which excludes insurance premiums and any amendment charges. You will be charged for any increase in our costs over and above that. If any surcharge is greater than 8% of the total cruise holiday cost, clause 11 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund. Any surcharge must be paid with the balance of the cruise holiday cost or within 14 days of the issue date printed on the invoice, whichever is the later. Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place. Should the closing price of West Texas Intermediate Fuel increase above \$65.00 USD per barrel on the NYMEX (New York Mercantile Exchange Index) you will be charged a supplement/surcharge subject to the conditions in this clause. The amount of the fuel surcharge will not exceed 8% of the total cruise holiday cost or \$10.00 USD per passenger per day, whichever is the greater. This charge may apply, at OCI's sole discretion, to existing and new reservations and OCI may collect the fuel supplement/surcharge at the time of sailing, even if the Fare has been paid in full.

## **7. Prices and inclusions**

(1) All fares are per person in the currency shown based on double occupancy (unless otherwise noted), for new bookings only and may be withdrawn at any time. All voyages feature FREE WiFi, including two free logins which will be provided per suite or stateroom, each of which can be used on one device at a time Oceania Suite and higher can be logged into two devices at the same time under a single login.

## **8. Changes by you**

(1) Should you wish to make any changes to your confirmed holiday (including add-on's such as airfare), you must notify us as soon as possible (or no later than the date of final payment) either in writing or by e-mailing GuestServicesEMEA@oceaniacruises.com. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £100 per person per change will be payable together with any applicable rate change and any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date any change is made and you should contact us as soon as possible.

(2) Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable (see clause 9 of these terms and conditions). **Note: Certain travel arrangements and elements of your booking, including in particular, airline reservations (if added on to your cruise holiday), guest name (except as set out below), cruise/holiday dates, category of suite or value of your booking may not be capable of being changed after a reservation has been made and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.** If you make an amendment that results in a reduction in the booking value, the difference in price will be subject to a charge calculated in accordance with the percentages and timescales detailed in clause 9.

(3) Guests opting to change their flight from that offered will be required to pay an Air Customisation Fee of €100 / \$100 per person fee plus any applicable fare increases and fees/penalties charged by the airline(s). The Air Customisation Fee is charged per change and is non-refundable once confirmed on the booking. Please ensure your names are as shown on your passports.

(4) If any individual Guest wishes to transfer their individual booking to another person (introduced by you), you may do so provided the person to whom you wish to transfer your individual booking satisfies any conditions which form part of your contract with us. Please note, however, this right to transfer to a person of your choice only automatically applies where one Guest sharing a stateroom wishes to transfer their individual place on the booking. Where all Guests

sharing a stateroom do not want to travel (for whatever reason) and wish to transfer their booking to other people (introduced by you), the stateroom must first be offered to the individuals on any waitlist for the cruise. Only if there is no waitlist for the cruise or the individuals on the waitlist do not want to take the stateroom in question can all Guests occupying the stateroom transfer their booking on the cruise to other individuals introduced by you in accordance with this clause. Requests for transfers must be made in writing at least 7 days before departure and must be accompanied by the name and other required details of the person(s) to whom the booking will be transferred. The costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of €100/\$100 per person transferring their place must be paid before the transfer can be made. For bookings that have purchased airfare add-on packages, you must also pay the charges levied by the airline(s) concerned. Guests should note that airlines may not allow name changes on scheduled flights and that the flight booking may need to be cancelled (with payment of the applicable cancellation charges which may be 100% of the flight cost) and rebooked if a name needs to be changed. The rebooking will always be subject to flight availability and to the payment of the full cost of the new ticket.

## 9. Cancellation by you

(1) You may cancel your confirmed booking at any time before departure. Should you need to do so, the first named Guest on the booking (who must be at least 18 or 21 – refer to clause 3.1) must immediately telephone us on +44 (0) 345 505 1920 during normal working hours. If an individual Guest wishes to cancel their place on the booking (but not the entire booking), that person must telephone us on +44 (0) 345 505 1920 during normal working hours. Alternatively, you may notify the travel agent through whom you made your booking of your cancellation. The cancellation must also be confirmed in writing or by e-mail to your travel agent or by emailing [GuestServicesEMEA@oceaniacruises.com](mailto:GuestServicesEMEA@oceaniacruises.com). Cancellation charges (as set out below) will apply. In calculating these charges, we have taken account of the period before your sail date the cancellation is notified to us or is otherwise deemed to take effect, expected costs savings arising as a result of your cancellation and the likely generation of income from other bookings made with us which utilise the cancelled services.

(2) Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding the cost of any services for which a separate charge is applicable (to which the cancellation charges shown separately below apply), taxes, fees and amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling. Providing we are notified of the cancellation prior to departure, government and port taxes will be refunded where paid. If you book and cancel back to back cruises, cancellation charges as shown below will be payable in respect of each cruise.

(3) **Changes of holiday dates are treated as a cancellation of the original booking subject to payment of cancellation charges.** Cancellation which arises from failure to comply with any requirement of these terms and conditions will also be subject to these cancellation charges.

### 9a. CRUISE CANCELLATION

Cruises of 14 days or less:

DAYS PRIOR TO CRUISE SAIL DATE CANCELLATION NOTIFIED	CANCELLATION AMOUNT
More than 180	€ / US\$ 150 per person administrative fee+
180 - 121	€ / US\$ £500 per person administrative fee+
120 - 91	50% of fare
90 - 61	75% of fare
60 - 0	100% of fare

Cruises of 15 Days or more:

DAYS PRIOR TO CRUISE SAIL DATE CANCELLATION NOTIFIED	CANCELLATION AMOUNT
More than 180	€ / US\$ 150 per person administrative fee+
180-151	€ / US\$ 500 per person administrative fee+
150-91	50% of fare
90-61	75% of fare
60-0	100% of fare

+ For Owner's, Vista and Oceania Suites the cancellation amounts are as listed above with the exception of cruises of 14 days or less where the cancellation amount is 10% of the Fare from 121 to 180 days prior to sailing and for cruises of 15 days or more the cancellation amount is 10% of the Fare from 151 to 180 days prior to sailing.

'Around the World' Cruises:

DAYS PRIOR TO CRUISE SAIL DATE CANCELLATION NOTIFIED	CANCELLATION AMOUNT
More than 181	€ 450 / US\$ 500 per person per person administrative fee+
151-180	25% of fare
121-150	50% of fare
91-120	75% of fare
0-90	100% of fare

+For Owner's, Vista and Oceania Suites, the cancellation amounts for "Around the World" cruises are as listed above except for the fee for cancellations notified more than 180 days prior to sailing which is 10% of the fare.

A 100% cancellation fee will be applicable as indicated above for non-appearance at the departure port of the cruise, failure to embark the ship by the latest scheduled time for doing so on departure or in the absence of a written notice of cancellation.

Cancellation charges are strictly enforced.

## 9b. ANCILLARY SERVICES CANCELLATION

<b>Pre-Post Cruise Hotel &amp; Land Packages</b>	
Within 60 days prior to sail date	100% fee Overland Tours*
Within 60 days prior to sail date	100% fee other Packages
<b>Visa Packages</b>	
Within 60 days prior to sail date	100% fee
<b>Executive Collection &amp; Private Transfers</b>	
Within 36 hours of sail departure time	100% fee
<b>A La Carte Shore Excursions</b>	
Within 36 hours of sail departure time	100% fee
<b>Shore Excursion Packages</b>	
On or after Embarkation day	100% fee
<b>Culinary, La Reserve &amp; Privée</b>	
Within 36 hours of scheduled reservation	100% fee
<b>Air Customisation Fee</b>	
When requested – non-refundable fee	100% fee
<b>Air Supplemental Fee</b>	
Standard cancellation policy	100% fee

Overland programmes must be purchased no later than 60 days prior to your sail date. Cancellations made within 60 days or less prior to the sail date are subject to 100% cancellation penalty.

(4) Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any travel insurance policy you have. Claims must be made directly to the insurance company concerned.

(5) Where any cancellation reduces your suite occupancy or the number of full paying Guests below the number on which the price and/or any discounts or concessions agreed for your booking were based, we will recalculate the holiday cost of the remaining Guest(s) based on the then applicable rate and re-invoice you accordingly.

We will not make any refunds in respect of any unused element of your holiday, including but not restricted to any cruise portion, hotel accommodation, land-based programme, add-on flights or transfers.

## 10. Insurance

(1) Guests are required as a condition of our accepting your booking to take out adequate and appropriate holiday insurance to cover as a minimum all travel, cancellation, curtailment, medical and repatriation liabilities (including where these arise as a result of circumstances outside your control such as, without limitation, accident or illness or inability to travel for other reasons). You must purchase your travel insurance policy within 14 days of making full payment for your holiday at latest but you are recommended to do so before or at the time of booking.

(2) Please be aware that any advice against non-essential international travel (including as a result of COVID-19) issued by the Foreign Ministry of your country of residence may have an impact on your travel insurance. You must check the policy terms prior to purchasing your insurance.

(3) Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable for your particular needs. We do not check the extent or adequacy of the cover provided by any insurance policies. Should you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **11. Changes and cancellation by us**

### (1) Pre-departure changes

(a) Changes to advertised and confirmed holiday arrangements sometimes have to be made both before and after bookings are confirmed. Most changes to confirmed bookings will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Insignificant changes are likely to include (but are not limited to) a change of confirmed stateroom to another within the same stateroom category or higher, airline, flight time of less than 12 hours, airport of destination or aircraft (if advised). Please also see clause 11(3) below in respect of the potential impact of COVID-19 or other communicable disease/illness related measures.

(b) Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted and agreed to fulfil as part of our contract as referred to in clause 17. Alterations may be necessary due to COVID-19 or other communicable disease/illness related measures – see clause 11(3) below. Such alterations are unlikely to constitute a significant change.

(c) In the event that we have to significantly alter any of the main characteristics of your confirmed holiday arrangements or accepted special requirements before departure, we will provide you with the following information in writing as soon as possible:

(i) the proposed alteration(s) and any impact they have on the price of your holiday;

(ii) in the event that you do not wish to accept the alteration(s), details of any substitute package we are able to offer (and of any price reduction where this is of a lower quality or cost);

(iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration(s) or any substitute package offered; and

(iv) the period within which you must inform us of your decision and what will happen if you don't do so (this period will depend on how quickly we need your response).

(d) If you choose to cancel your booking in accordance with clause 11(1)(c), we will refund all payments you have made to us within the period prescribed by the legislation applicable at the relevant time, or in accordance with any guidance issued by ABTA, whichever is later, from the date the cancellation takes effect and terminates the contract (which will usually be the date we or the travel agent through whom you made your booking send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within the period prescribed by the legislation applicable at the relevant time, or in accordance with any guidance issued by ABTA, whichever is later, from the effective date of termination of the contract as referred to above. No compensation will be payable or other liability accepted (except as set out above) where a change results from unavoidable and extraordinary circumstances (see clause 12).

### (2) Pre-departure cancellation

(a) Occasionally, it may be necessary to cancel confirmed holiday arrangements.

In the event we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 12) and we notify you of this as soon as reasonably possible, we have the right to terminate your contract. In this situation, we will refund all monies you have paid to us within the period prescribed by the legislation applicable at the relevant time, or in accordance with any guidance issued by ABTA, whichever is later, from the effective date of cancellation (see clause 11(1)(d)) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will, of course, endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled.

(b) Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances as set out in clause 11(2)(a) and we exercise our right to cancel as a result. Without limitation and unless required by law, you may not be entitled to a full refund

and cancellation charges are likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. This may be the case, for example, where measures applied by any government or public authorities (such as locally applicable restrictions) mean you are unable to leave your home / local area and/or travel to or gain entry into the country(ies) where your holiday is due to take place. The issue of official advice or recommendations against non-essential travel by public authorities (such as the Foreign Ministry of your country does not automatically mean we are prevented from performing your contracted holiday arrangements. Any obligation to quarantine or self-isolate on your return to your country of residence does not affect our ability to provide your holiday and will not entitle you to cancel without paying our usual cancellation charges.

(c) In the event that unavoidable and extraordinary circumstances (see clause 12) occur in the place where your cruise is due to take place or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of Guests to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred amendment or cancellation charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid within the period prescribed by the legislation applicable at the relevant time, or in accordance with any guidance issued by ABTA, whichever is later. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

(3) Pre and post-departure changes – COVID-19 or other communicable/illness related measures: Any impact which COVID-19 or other communicable illness related measures / action has on your holiday will not automatically constitute a significant alteration to your contracted arrangements. Therefore, you will not be entitled automatically to cancel without payment of the applicable cancellation charges as a result (see also clause 2).

#### (4) Flight delay and cancellation

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party for which the airline is responsible in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline.

#### (5) Itinerary Changes – Pre and During Cruise

We reserve the right to make changes to the cruise itinerary and hotel accommodations whenever, in our sole judgment, conditions warrant. Itineraries may change from time to time, both before and during your cruise. Changes to the advertised itinerary may become necessary, for example, due to prevailing weather and sea conditions, guest/crew emergencies, providing assistance to other vessels, the ship being unable to operate at its normal speed(s) due to unexpected mechanical or technical problems and any measures, actions precautions or requirements which may have been introduced as a result of COVID-19 or any other health emergency. We and the Master of the Ship have the right to omit any port(s) and deviate from the advertised itinerary at any time (see also clause 22 – Delay and Deviation).

### **12. Unavoidable and extraordinary circumstances**

In these terms and conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Except where otherwise expressly stated in these terms and conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 13(2) below) as a result of unavoidable and extraordinary circumstances. Such circumstances will usually include (whether actual or threatened) war, riot, civil unrest, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions (including hurricanes), epidemics, pandemics, fire and closure or restriction of airspace, airports and ports. Unavoidable and extraordinary circumstances also include COVID-19, its variants or other communicable disease/illness and their impact, such as travel restrictions and the measures and other action being taken by governments, public authorities and businesses to control and manage its effects.

### **13. Our Liability to you**

(1) Subject to clauses 13(5) and 13(6) below, we promise to make sure that the holiday arrangements we have agreed to make, perform or provide, as applicable, as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these terms and conditions, we will accept responsibility if, for example, you suffer death or personal injury as a direct result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). For any claims which are covered by clause 13(5) or 13(6) or to which the provisions of any other international convention apply, this clause 13(1) will only apply to the extent that it is consistent with the applicable provisions of the Regulation and Athens Convention (as defined in clause 13(6) or the applicable provisions of any other applicable international convention or regulation.

(2) We will not be responsible for any injury, illness, death, loss (including without limitation loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature whatsoever which results from any of the following:

- (i) the act(s) and/or omission(s) of the Guest(s) affected; or
- (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- (iii) unavoidable and extraordinary circumstances as defined in clause 12 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us as forming part of your holiday and we have not agreed to arrange them as part of our contract. Please also see clause 18 "Shore excursions and brochure information". In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) Our liability is limited in accordance with clauses 13(5) and 13(6). Subject to clauses 13(5) and 13(6), and as otherwise permitted by English Law, we are not entitled to limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently or in respect of any other liability which we cannot limit under English law.

For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total cost of your holiday (excluding any insurance premiums or amendment / cancellation charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(5) Where any claim or part of a claim (including those involving death or personal injury) concerns or arises from any flight arrangements (including without limitation, the process of getting on and/or off the aircraft concerned) to which any international convention or EU regulation applies where we have arranged the flight as an add on to your cruise, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as set out in this clause 13(5). The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is limited to the most we or the carrier concerned would have to pay under the applicable international convention(s) or EU regulation(s). Such conventions and regulations include the Warsaw Convention as amended or unamended, the Montreal Convention for the Unification of Certain Rules for International Carriage by Air 1999 and for airlines with an operating license granted by an EU country, the Regulation (EC) No 889/2002 on air carrier liability in the event of accidents. Where we or the carrier are/ is not or would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable convention or regulation), we are similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, we will deduct any amount which you have received or are entitled to receive from the airline for the complaint or claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable international convention or EU regulation.

(6) EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents ("Regulation") became applicable in the EU and EEA States on 31 December 2012. It incorporates, implements and extends certain provisions of the 1974 Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea as amended by the 2002 Protocol ("Athens Convention"). References in these terms and conditions to the Athens Convention mean those provisions of the Athens Convention which the Regulation incorporates, implements and extends unless the context otherwise requires. The Regulation and the Athens Convention apply to international carriage as defined by the Athens Convention. Where applicable, the Regulation and the Athens Convention apply to the cruise element of your holiday as well as the process of getting on or off the ship concerned in accordance with the provisions of the Athens Convention ("course of carriage"). We are the carrier for the purposes of the Regulation and the Athens Convention. The Regulation and the Athens Convention covers the liability of the carrier in respect of passengers, their luggage and their vehicles as well as mobility equipment, in the event of accidents during the course of carriage. It does not affect the right of carriers to limit their liability for accidents in accordance with the International Convention on Limitation of Liability for Maritime Claims of 1976, as amended by the 1996 Protocol in its up to date form. Accidents under the Regulation and the Athens Convention include both 'shipping' and 'non-shipping' incidents in the course of the carriage. A "shipping incident" means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship. A "non-shipping incident" means any incident which is not a shipping incident.

For any claim arising during the course of carriage, the only liability we have to you is in accordance with the Regulation and the Athens Convention where applicable. This includes claims involving death or personal injury or loss of or damage to luggage or any mobility equipment or other specific equipment used by a guest with reduced mobility ("mobility equipment"). This means you are not entitled to make any claim against us which arises in the course of carriage which is not expressly permitted by the Regulation and the Athens Convention or which is in excess of the limits provided by the Regulation and the Athens Convention where applicable. Any claims covered by the Regulation and the Athens Convention must be made within the time limits set out in the Athens Convention (see below). Any proceedings must be issued within the maximum time limit specified by the Athens Convention.

**A brief summary of our liability under the Regulation and the Athens Conventions where applicable is set out below.**

### **Personal injury or death**

The Athens Convention limits the maximum amount we as the carrier may have to pay if we are found liable in the event of death or personal injury occurring during the course of carriage. Different limits and bases for liability apply depending on whether the death or personal injury results from a shipping incident or a non-shipping incident. For a shipping incident, the passenger has a right to compensation from the carrier or the carrier's insurance provider of up to 250,000 SDR (approximately €313,307 as at March 2023) in any event, with the exception of circumstances beyond the carrier's control (i.e. act of war, natural disaster, act of a third party). Compensation arising from a shipping incident can go up to 400,000 SDR (approximately €501,291 as at March 2023) unless the carrier proves that the incident occurred without his fault or neglect. For a non-shipping incident, the passenger has a right to compensation from the carrier or the carrier's insurance provider of up to 400,000 SDR (approximately €501,291 as at March 2023), if he/she proves that the incident was the result of the carrier's fault or neglect.

In certain circumstances, we will not be liable for death or personal injury which arises in the course of the carriage.

### **Luggage**

The Athens Convention also limits the maximum amount we as the carrier may have to pay where loss of or damage to luggage occurs during the course of carriage. Different bases for liability apply depending on whether the loss or damage results from a shipping incident or a non-shipping incident. Cabin luggage is luggage which the Guest has in their stateroom or otherwise in their possession, custody or control. Luggage does not include mobility equipment which is dealt with below. Loss of or damage to luggage includes expenses which result from the luggage not having been re-delivered to the passenger within a reasonable time of the arrival of the ship on which the luggage was carried or should have been carried but does not include delays resulting from any labour disputes.

For loss or damage caused by a shipping incident, the passenger has a right to compensation from the carrier of up to 2,250 SDR (approximately €2,820 as at March 2023) for cabin luggage and, up to 3,375 SDR (approximately €4,230 as at March 2023) for other luggage unless the carrier proves that the incident occurred without his fault or neglect. For loss or damage caused by a non-shipping incident, the passenger has a right to compensation from the carrier of up to 2,250 SDR (approximately €2,820 as at March 2023) for cabin luggage and, up to 3,375 SDR (approximately €4,230 as at March 2023) for other luggage, if he/she proves that the incident was the result of the carrier's fault or neglect.

In accordance with the Athens Convention, you agree that any successful claim for any loss of or damage to luggage will be subject to an excess or deduction of 149 SDR per person.

### **Valuable or important items**

All valuable and important items (for example, money, jewellery, medicines, fragile items, important travel and other documents, video/camera/computer equipment, other valuables etc.) must be carried by hand and not packed in your luggage and/or left unsecured in your stateroom or elsewhere on board the ship, on any other transport or in any other accommodation. Special care must be taken of such items. For your protection, once on board the ship or during any hotel stay, all valuable and important items must be left in your stateroom or hotel room mini-safe where available or deposited with your hotel's reception if they undertake the safekeeping of such items when they are not being personally worn or carried by you. Please, however, bear in mind that no mini-safe is totally secure and consider carefully whether you need to bring the items in question with you on holiday. If a valuable or important item is lost, damaged or stolen, we are entitled to argue, where appropriate, that you should not have brought the item on holiday. We will not in any event be liable for loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art or other valuables. You are strongly advised to take out appropriate and adequate insurance to protect all valuable and important items.

Please note, we do not have the facility aboard any of our ships to accept any valuables for safe-keeping. In accordance with the Athens Convention, we cannot therefore accept liability for the loss of or damage to any valuables you bring on holiday with you. Placing valuables in a stateroom mini-safe is not depositing them with us for safe-keeping for the purposes of the Athens Convention.

Without prejudice to the above, in the event that we are found liable for loss of or damage to any valuables on any basis, the most we will have to pay you in respect of such loss or damage is the maximum payable under the Athens Convention for valuables deposited with us for the agreed purpose of safe-keeping. This maximum is 3,375 SDR (approximately €4,230 as at March 2023) per person.

### **Mobility equipment**

The Regulation and Athens Convention also limit the maximum amount we as the carrier have to pay where loss of or damage to mobility equipment occurs during the course of carriage. For loss or damage caused by a shipping incident, the passenger has a right to compensation from the carrier corresponding to the replacement value or the repair costs of the equipment concerned, unless the carrier proves that the incident occurred without his fault or neglect. For loss or damage caused by a non-shipping incident, the passenger has a right to compensation from the carrier corresponding to the replacement value or the repair costs of the equipment concerned, if he/she proves that the incident was the result of the carrier's fault or neglect.

### **Advance payment in the event of a shipping incident**

In case of death or personal injury caused by a shipping incident, the passenger or other person entitled to damages has a right to an advance payment to cover immediate economic needs. The payment shall be calculated on the basis of the damage suffered, shall be made within 15 days and shall not be less than €21,000 Euros in the event of death.

### **Time limits**

Any damage to cabin or other luggage, which is apparent, must be notified to us in writing before or, at latest, at the time of disembarkation from the ship for cabin luggage or at the time of re-delivery for other luggage. Any damage which is not apparent or loss of cabin or other luggage must be notified to us in writing within 15 days of disembarkation from the ship or re-delivery (or scheduled re-delivery in the event of loss).

If the Guest fails to comply with the above, they shall be presumed, unless the contrary is proved, to have received the luggage undamaged. The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

In general, any proceedings for damages before a competent court must be commenced within a period of 2 years of the date stipulated in the Athens Convention or it will be time barred. The calculation of this limitation period may differ depending on the nature of the loss.

### **Exemptions concerning liability**

Liability of the carrier can be reduced, in part or entirely, if it proves that the death of or personal injury to a passenger or the loss of or damage to their luggage was caused or contributed to by the fault or neglect of the passenger.

The limits on the different amounts for compensation will not apply if it is proved that the damage resulted from an act of the carrier, or a servant or agent of the carrier or of the performing carrier, done with the intent to cause such damage or with knowledge that such damage would probably result.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any nature which (1) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not reasonably have foreseen you would suffer or incur if we breached our contract with you or (2) did not result from any

breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any losses or expenses relating to any business including without limitation self-employed loss of earnings.

#### **14. Complaints and ABTA arbitration**

(1) In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform us or the supplier of the service(s) in question (if not us). Any verbal notification must be put in writing and given to our Guest Relations Department or the supplier of the service concerned as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of the end of your holiday (or for damage to or loss of luggage within the time limits specified in clause 13(6) above) giving your booking reference and full details of your complaint. Only the party leader should write to us. If you wish to issue any claim against us you must also comply with the time limits for issuing claims as set out in clauses 13(5) and 13(6) where applicable. For all claims and subject to clause 13(4) we regret we cannot accept any liability if you fail to follow the procedures set out above.

(2) We will provide assistance on [www.oceaniacruises.com](http://www.oceaniacruises.com) or you can contact our Guest Relations Department on +44 (0) 345 505 1920.

#### **15. Damage and behaviour**

- (1) When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made to us or to the supplier concerned as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us by any third party in connection with any such damage or loss and all costs incurred by us (including our own full legal costs and those of any such third party) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.
- (2) Guests shall not approach other guests for commercial purposes or advertise goods and services on board the Ship without our prior written permission. We expect all guests to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, any Guest is found to have solicited guests in any form, or behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party (such as other guests) or damage to property, or fails to comply with our COVID-19 Policies and Procedures, or fails or refuses to comply with any law, government order or regulation, possesses illegal drugs, possesses weapons of any kind, exhibits inappropriate behaviour in the sole discretion of OCI, appears on any sex offender list, fails to comply with OCI's Guest Ticket Contract, or fails to abide by OCI's policies, including but not limited to the Ship's rules and/or OCI's Code of Conduct or fails to follow the lawful instructions of the Ship's officers and crew at all times, we are entitled, without prior notice, to terminate the holiday of the Guest(s) concerned. In this situation, the Guest(s) concerned will be required to leave the Ship or, if applicable, other accommodation or service. We will have no further responsibility toward such Guest(s) including any return travel arrangements. In these circumstances, no refunds will be made, and we will not pay any expenses or costs incurred by any Guest as a result of the termination. See also clause 2(5) – Consequences of Non-Compliance with COVID-19 Policies.
- (3) Smoking Policy: Guests are reminded that smoking constitutes a serious health and safety hazard which may result from the combustion of accommodation areas and furnishings and thus is expressly forbidden in all staterooms and on verandas. For the safety and comfort of your fellow guests, we request your cooperation and compliance with this policy. Guests choosing to disregard the policy may be subject to monetary penalties - up to the cruise fare paid for passage - which will be imposed to cover the costs associated with the required cleaning of stateroom furnishings, verandas and surrounding deck and accommodation areas. Guests are also reminded that the Master of the Ship reserves the right to disembark any Guests, without prior warning, for violation of this policy and said Guest(s) shall be responsible for all fees levied by governmental or quasi-governmental authorities, all costs associated with repatriation and Ship's loss of revenues from such forced disembarkation or costs associated with repairs or replacement of furnishings as a result of combustion of accommodation areas found to be caused by said Guest(s). Our ships are generally non-smoking; however, smoking is permitted in certain designated areas.

#### **16. Conditions of suppliers**

Some of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, often in accordance with applicable international conventions or regulations (see clause 13(5)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## **17. Special requests, reduced mobility, disabilities, medical conditions, allergies and children**

- (1) If you have any special request, you must advise us at the time of booking. Although we will endeavour to meet (or pass any reasonable requests on to the relevant supplier where the special request does not relate to the cruise element of your holiday), we regret we cannot guarantee any request will be met unless specifically confirmed on your confirmation invoice as a special requirement which we have accepted. Except where so confirmed, failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Any special requirement which we have accepted will be specifically confirmed as accepted on your confirmation invoice.
- (2) The information you are provided with about your holiday (which may be on our website, in our brochures or elsewhere) before you make your booking will include a general indication of the suitability of the holiday for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements will vary considerably. Our ships have a limited number of accessible suites designed for Guests with disabilities and reduced mobility. Please contact our Reservations Department for further information. If any Guest suffers from reduced mobility or any medical condition or disability or significant allergy which may affect your holiday, please give us full details before booking so that we can provide you with precise information as to the suitability of the holiday taking into account your specific needs. We may require a doctor's certificate or other documentation, information or waiver relating to such reduced mobility, condition, disability or significant allergy as we reasonably consider necessary. In any event, you must give us full details in writing (including details of any medical or mobility equipment such as a wheelchair which you will or may need to bring with you) at the time of booking and whenever any change in your mobility, condition, disability or significant allergy occurs. You must also promptly advise us if any reduced mobility, medical condition, disability or significant allergy which may affect your holiday develops after your booking has been confirmed. In the event that you require assistance with embarking or disembarking from the Ship as a result of your reduced mobility or disability, please advise us at the time of booking if possible but in any event no later than 48 hours before the assistance is required. Please contact our Administration department with your request.
- (3) Your attention is drawn to clause 2 - Public Health, COVID-19 Policies and Procedures, Understanding the Risks and Right to Disembark and Quarantine. You acknowledge that medical care while on a cruise ship may be limited or delayed and that the Ship may travel to destinations where medical care is unavailable. Certain international safety requirements, shipbuilding requirements and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Guests requiring the use of a wheelchair must provide their own as any wheelchairs available on the vessel are for emergency use only. For the convenience and comfort of such Guests, they are strongly encouraged to bring a collapsible wheelchair. Guests are advised that standard staterooms are not designed to be barrier free and wheelchair accessible. You must be physically fit to undertake the holiday. You must be self sufficient and/or must travel with a companion able to provide any assistance needed during the holiday. Expectant mothers in or over their 24th week of pregnancy cannot travel on board the Ship.
- (4) Guests must take appropriate precautions to protect themselves whilst on holiday. Without limitation, it is your responsibility to ensure that any food you are intending to consume does not include anything to which you are allergic at the time you order or purchase this.
- (5) Guests may not be able to participate in certain activities or programmes either on board the Ship or onshore at ports of call if to do so would create a risk of harm to themselves or any other person.
- (6) Infants sailing onboard one of our vessels must be at least six months of age at time of sailing. However, for voyages that have 3 or more consecutive days at sea, the infant must be at least 12 months old at time of sailing.
- (7) Any Guest under the age of 18 who is not travelling with their own parent or guardian (but is for example, accompanied by grandparents, other relatives or friends), must have a signed parental or guardian consent form (signed by both parents) which authorises travel and medical treatment in the event of an emergency. The original signed form (a copy is not acceptable) must be presented to one of our representatives at the pier during check-in, along with a copy of both parents' driving licence or passport. Failure to do so may result in

the Guest being refused boarding. In this case, no refund will be provided and no expenses, costs or other sums of any description will be paid.

- (8) Alcohol Policy: Guests agree that the purchase and consumption of alcoholic beverages will be limited to Guests who are 21 years or older and no Guest will attempt to purchase or consume such beverages in violation of this policy under any circumstances, either for themselves or others. However, with the exception of Hawaii, Alaska and New England voyages not leaving U.S. territorial waters, Guests between the ages of 18 to 20 to are permitted to purchase and personally consume wine and beer only while on board and with the consent of an accompanying parent. Authorisation will be given only when the accompanying parent completes a Young Adult Alcoholic Beverage Waiver form. However, Guests 18 years of age or older are permitted to consume alcoholic beverages when sailing on roundtrip European voyages without having to complete the Young Adult Alcoholic Beverage Waiver form. Guests are reminded to consume alcohol in moderation and we reserve the right to refuse such beverages to any intoxicated or underage Guest. We reserve the right to prohibit and retain all spirits/alcoholic beverages brought aboard the Ship.

## **18. Shore excursions and brochure information**

- (1) The information contained in our brochures is correct to the best of our knowledge at the time of the brochure going to print.
- (2) We may provide you with information (in our brochure, on our website and/or when you are on holiday) about shore excursions which are available for you to purchase on board ship. Subject to availability, you can generally book places on advertised shore excursions in advance. The applicable details of all shore excursions (including departure times) are subject to change and excursions may on occasions be cancelled. Shore excursions and other tours that you may choose to book or pay for whilst away are not part of your contract for a package holiday provided by us. Whilst we exercise reasonable care and skill in selecting reputable and competent independent contractors, we do not perform or operate the excursions or land tours. All such shore excursions and land tours are arranged, provided and operated by independent contractors and we act only as an agent in booking them even where we suggest or recommend a particular provider / operator and/or feature such excursions or tours in our brochure or on our website and/or assist you in any way in booking them. For any excursion or tour you book, your contract will be with the provider or operator of the excursion or tour and not with us. All shore excursions and tours are arranged and provided by operators who are wholly independent of us and who have sole control over the operation of the excursions and tours and the terms and conditions applicable to them. All shore excursions and tours (including free excursions and tours) are subject to the excursion / tour operator's terms and conditions including those contained or referred to in any ticket, voucher or other information provided or made available to the Guest. Except where expressly stated (for example, this clause 18), these terms and conditions do not apply to Overland Programmes. In booking any Overland Programme, you acknowledge and agree that we have no liability for or in connection with or arising from the operation of the excursion or tour (including without limitation, any form of transportation) or for the acts or omissions of the excursion / tour operator or any of its employees, agents, suppliers or sub-contractors or any other person(s) connected with the excursion or tour including without limitation in respect of death or personal injury except where any death or personal injury is caused by the negligence of our employee(s) in the course of their employment. In the event that we are found liable for any shore excursion on any basis, we are entitled to rely on all limitations and exclusions of liability contained or referred to in these terms and conditions. We shall not be liable for any loss, expense, damage or misrepresentation, including but not limited to, loss of enjoyment, disappointment or distress for changes to, or cancellation of any shore excursion or land programmes that do not form part of your fly cruise package booked with us. These independent contractors may impose additional limitations of liability in their own booking terms and conditions which are available from us on request. Shore excursions are capacity controlled on a first come first served basis. Requested excursions may not be available at time of booking. Some optional pre- and/or post- cruise land tours, shore excursions or special events are subject to cancellation if a minimum number of participants is not achieved. Guest lecturers, hosted cruises and entertainers are subject to change and/or cancellation without notice. We will make every effort to accommodate all our Guests, please note that some shore excursions and land programmes may not be suitable for Guests with limited mobility. We will be happy to try and assist with the booking of private shore excursions where possible, please contact us to discuss further.
- (3) We cannot guarantee accuracy at all times of information given in relation to any shore excursions or about the port/area you are visiting generally or that any particular excursion will take place. Failure to operate/cancellation of any particular shore excursion(s) does not constitute a significant change to your holiday arrangements and does not entitle you to any compensation other than a refund of the cost of the excursion(s) concerned where you have paid. Similarly, any liability we are found to have in relation to any shore excursion is limited to the cost of the particular excursion concerned. Subject to these terms and conditions, we do not limit or exclude our liability for death or personal injury arising from our negligence.
- (4) Our COVID-19 Policies and Procedures apply to shore excursions and Guests must comply with them at all times. Any non-compliance shall be grounds for refusal to re-board after going ashore, quarantine onboard the

ship, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in our sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, the Guest shall not be entitled to a refund or compensation of any kind. Guests will be responsible for all related costs, fines, expenses and for proper travel documentation for any port, including for repatriation, and we shall have no liability whatsoever to the Guest as a result of such steps taken by us (see clause 2).

## **19. Passports, visas, health requirements and travel advice**

- (1) All EU citizens/guests require a valid EU passport valid for at least 6 months beyond the date of completion of the cruise, in order to take any of the holidays shown in our brochures or on our website. Exception: Citizens of Schengen countries may travel with a valid identity card, provided that the booked cruise does not leave the Schengen Area. The entry and health information contained in any brochure, FAQ, or on our website is correct at the time of publication. Entry requirements for EU citizens holding EU passports are shown on our website. If EU citizens holding an EU passport require a visa to enter another country, the relevant information is shown on the relevant cruise page or elsewhere on our website. If you are not a EU citizen or do not hold a EU citizen's passport, you must check the passport and visa requirements applicable to your chosen holiday (including all countries to or through which you intend to travel) and ensure you comply with them, the relevant information can be found here: CIBTvisas (<http://cibtvisas.de/leisure-eu-splash>). The required visas can then be requested via the visa and passport service provider CIBTvisas (<http://cibtvisas.de/leisure-eu-splash>). Information on entry requirements for the USA is available at <http://travel.state.gov>. For entry into other countries, please contact the embassy or consulate of the country(ies) concerned. All guests, including EU citizens, must check entry and other official requirements for all countries to or through which you are travelling, as well as any requirements applicable on your return to your country of residence, at the time of booking and in good time before and close to departure. Requirements are likely to change and travel restrictions may be imposed (which could be at no or very short notice close to departure) as a result of COVID-19, its variants, or other potential communicable diseases and/or illnesses. You must check for up-to-date information during your holiday.
- (2) The time involved in obtaining any passport will vary and you should check the position with the relevant passport agency. Please bear in mind that passport applications are currently taking significantly longer to process than usual in most countries. Please ensure you check the latest position on applying for or renewing a passport at the earliest opportunity. Passports must be valid for a minimum of six (6) months after the end of your holiday.
- (3) In order to enter the USA, every person travelling (including children) must have a visa unless they qualify for the Visa Waiver Program (VWP). Most EU holidaymakers will qualify for the VWP but please see the important note below. All visitors to the US (including children) who are eligible for the VWP must apply for authorisation to travel to the US in advance in accordance with the Electronic System for Travel Authorisation (ESTA). You must complete an online application for authorization to travel on the ESTA website (details below) at least 72 hours before your flight or sailing to the US departs but you are recommended to apply earlier. Providing the application is accepted, you will be provided with approval via the website. Approval is usually provided very quickly but can take up to 72 hours if data needs to be checked. You should make a note of the ESTA approval number when you receive it.
- (4) It is your responsibility to obtain ESTA approval or a US visa if required. If you fail to obtain authorisation to travel through the ESTA website or a US visa in advance of travel, you will not be allowed on your outbound flight or sailing to the US. Full cancellation charges will then apply.

The ESTA website can be found at <https://esta.cbp.dhs.gov/esta>

Important note: Not all British/EU visitors to the USA will qualify for the Visa Waiver Program. You will need to apply for a visa if you have ever been arrested (even if you were not convicted of an offence) or have a criminal record of any description. Other exceptions also apply. British/EU citizens should make enquiries with the US embassy or consulate in their country of residence. Visa requirements may change. Further information on entry requirements for the USA are available at <http://travel.state.gov>. You must also check entry requirements at the time of booking and in good time before departure as requirements may change.

- (5) Current entry requirements for minors into Canada and the U.S. – Adults travelling with minors under the age of 18 into the U.S. who are not the minor's parents or legal guardian must be in possession of a notarised parental/guardian consent letter that authorises the minor's travel and medical treatment in cases of emergency. Minors under 21 not travelling with both parents into Canada must have in their possession a notarised letter, which includes the actual dates of travel and signatures of both parents, indicating the name of the person(s) with whom the minor is travelling, and granting them permission to escort the minor.
- (6) It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those which are introduced to deal with COVID-19, its variants and any other communicable disease and/or illness) in good time before

departure. You must also keep up to date with the latest information in respect of COVID-19. Details should be available from your specific national ministry of health or adequate local government bodies related to consumer and travel health questions in your country and your local EU governmental website. Information on health abroad is also available on [www.nhs.uk/livewell/travelhealth](http://www.nhs.uk/livewell/travelhealth). For holidays in the EU/EEA if you are eligible you should obtain a GHIC (Global Health Insurance Card) or an EHIC (European Health Insurance Card), as applicable, prior to departure from your national health insurance provider. For details including how to apply for a GHIC/EHIC, visit <https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/> or <http://ec.europa.eu/social/main.jsp?catId=559>. A GHIC/EHIC is not a substitute for travel insurance. Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than six weeks prior to departure and also closer to departure to ensure that you are aware of and can meet the necessary requirements and have the latest applicable information. Please be aware that there may be enhanced screening/monitoring at exit and entry points both in the UK and overseas which may delay embarkation or disembarkation. In certain situations, and when arriving from certain countries, you may be required to self-isolate or quarantine for a set period on arrival.

- (7) It is the lead Guest's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents, as required by any governmental authority, and as required by our COVID-19 Policies and Procedures (as described in clause 2) before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/COVID-19 related ones). If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on or passed onto us or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply as referred to in clause 9.
- (8) Contagious or Infectious Diseases and Medical Conditions other than COVID-19: We may refuse to embark or may disembark, or refuse to reboard after going ashore or confine to stateroom any Guest at any port who, in the opinion of the Master, ship's medical personnel or other authorised ship's officer, might be excluded from landing at destination by immigration or other governmental authorities or who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other guests or the crew. In such cases the Guest concerned shall not be entitled to any refund of the holiday cost or compensation of any kind. Additionally, we will have no liability for any costs or expenses they incur as a result. In cases of quarantine of the Ship involving detention of guests, each Guest must bear all risk and expense thereby caused and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the Ship, and for all other quarantine fees and expenses assessed or incurred in respect of the Guest. Should it become necessary, in the sole judgment of the onboard medical staff, to transfer any Guest for medical reasons, the cost of such transfer shall be borne by the Guest unless otherwise required by law.
- (9) The Foreign Ministry of your country of residence may have issued information and advice which is relevant to your holiday, including holiday destinations on a range of subjects including passports, visas, safety and security which you are strongly recommended to read before booking as well as close to and in good time before departure. Please visit your local EU government website for further details.

## **20. Secure Flight Passenger Data and Advance Passenger Information**

- (1) For security reasons, the United States, most European and many other countries now require airlines to provide information about their passengers before they fly. This may be referred to as Secure Flight Passenger Data (SFPD) or Advance Passenger Information (API). Where you make a flight add-on to your cruise with us, we need to collect this information on the airline's behalf.

Full name as it appears on your passport (including any middle name(s))

Date of birth

Gender

Passport number and other details

Redress number where applicable (see below\*)

Other information may also be required.

\*A redress number is a number which passengers who have previously encountered misidentification when flying or attempting to fly in or to the United States can apply for in the US so as to avoid future problems.

For further information on SFPD (including redress numbers), see [www.tsa.gov/SecureFlight](http://www.tsa.gov/SecureFlight)

- (2) The above information must be provided at the time of booking an add-on flight with us or, if not provided at the time of booking, immediately on request. Failure to do so, or the provision of inaccurate or incomplete details, will result in our being unable to take your booking, your booking being cancelled or your being denied boarding on your flight or entry into the US and/or any other country(ies) to which the requirement applies, as applicable. Cancellation charges will then apply and you will be responsible for all costs, expenses, fines and other sums which are incurred by you, us and/or the airline as a result.
- (3) Where you book cruise only with us, you are responsible for providing the above information to the airline, if booking direct, or to your travel agent or tour operator, when requested to do so for all flights for which SFPD or API is required. If, as a result of failure to provide information when required or the provision of inaccurate or incomplete details, you are unable to take your cruise, cancellation charges will apply as set out in our terms and conditions.

Please note, the provision of SFPD or API is a separate requirement to the Electronic System for Travel Authorisation or ESTA – see clause 19 of our terms and conditions.

## **21. Financial security**

- (1) In the unlikely event that the arrangements shown on your confirmation cannot be provided as a result of the insolvency of Oceania Cruises Ltd. for bookings made, insurance has been arranged with International Passenger Protection Ltd. to ensure that you are adequately protected. You will either receive a refund of the price paid (if you have yet to travel) or receive reimbursement of necessary expenses you are forced to incur in order to return home (where your contracted arrangements include return travel).

For all bookings made in a country which is a member of the European Economic Area (which is all EU member states together with Norway, Iceland and Liechtenstein), plus Monaco and Gibraltar, insurance cover has been arranged via Liberty Mutual Insurance Europe SE, Luxembourg. For Switzerland, insurance cover has been arranged via Liberty Mutual Insurance Europe SE - Switzerland.

### **IMPORTANT NOTE:**

If this booking includes additional services/elements, arranged by your travel agent, the agent is responsible for and will provide consumer protection, with all payments being made to the travel agent.

For further information, please refer to the insurance certificate provided for your booking.

- (2) We are also bonded with the Federal Maritime Commission in the USA.

## **22. Delay and deviation**

- (1) In the event of delay at your outward or homeward point of departure unless required by law we cannot accept liability for any delay which is due to unavoidable and extraordinary circumstances (see clause 12) unless required by law. In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements unless required by law.
- (2) At all times the Master (whether acting alone or on advice from others) has liberty to direct the movements of the Ship, including the right to proceed without pilots and tow. The Ship also has liberty to deviate from the advertised route and/or schedule and to call or omit, advance or delay calling at any port or place to tow and assist vessels and to offer or render assistance to preserve life or property or for any other reason or purpose which in the judgment of the Master of the Ship (whether alone or acting on advice from others) is reasonable including, but not limited to, weather conditions, operational matters, the medical condition of anyone on board, the safety, comfort or convenience of guests and any measures, actions precautions or requirements which may have been introduced as a result of COVID-19 or any other health emergency. Such deviation shall not give rise to any liability on our part and shall not represent a significant change to the holiday.

## **23. Flights**

- (1) In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban within the EU

Community. The Community list is available for inspection at <http://ec.europa.eu/transport/modes/air/safety/air-ban>.

- (2) We are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking if you purchase add-on airfare. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will advise you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.
- (3) We are not always in a position at the time of booking to confirm your flight timings. Flights are allocated within 2 working days (If open to book) and an air itinerary will be sent to confirm these details. The flight timings on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your Cruise Vacation Summary (E-Tickets) which will be emailed to you or your Travel Agent approximately 21 days before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets are made available – we will contact you as soon as possible if this occurs.
- (4) Any change in the identity of the carrier, your departure airport, flight routing or flight timings will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these terms and conditions.
- (5) If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of clause 11 (Changes and cancellation by us) will apply.
- (6) It is the responsibility of the Guest to a) check their baggage allowance for all flights; if you are booked on different carrier(s) or in a different class of travel to/from the ship, your baggage allowance may differ between flights – please ensure you check the airline websites of each carrier in your itinerary; b) check the departure and arrival terminals of all flights; c) ensure you arrive at check-in and departure gate by the appropriate time with all proper and necessary documentation. Due to airline restrictions, we are not always authorised to pre-reserve seats for our Guests. We are not responsible for pre-assigned seating prior to flight departures for any reason. Guests are advised to contact the airline(s) directly to confirm pre-assigned seating. Some airlines will allow pre-assigned seating requests only once the ticket has been issued and may make an additional charge for this service. Airline tickets can only be issued on receipt of full payment for the cruise holiday and the air add-on if purchased. We/the airline will endeavour to satisfy any special service(s) requests such as adding frequent flyer numbers, requesting special meals or mobility assistance. Some airlines restrict the accumulation and/or use of frequent flyer miles in conjunction with the fares we use. Guests are at all times responsible for paying all service fees imposed by the airlines. These fees are at all times non-refundable
- (7) Please note, you are subject to and bound by the terms and conditions of the airline which operates your flight. These can be viewed on the airline's website. If you breach or fail to comply with the airline's terms and conditions or become liable to make any payment to the airline and the airline as a result seeks payment of any sum from us, we will be entitled to claim that payment from you.
- (8) Airlines limit their liability in accordance with applicable international convention and regulation.

## **24. Embarkation Times**

You must comply with the boarding requirements detailed in our Frequently Asked Questions on our website or otherwise advised to you. If you need assistance with embarkation or disembarkation as a result of reduced mobility or a disability, please see clause 17. If you do not arrive to embark on time at any port or place then we shall have no liability in respect of the consequences. We shall not be obliged to delay departure or deviate from the intended itinerary and you must bear any and all costs arising as a result. Costs associated with transportation to rejoin the Ship such as, but not limited to, travel costs, government fees, visa fees, subsistence, accommodation, air fare, launch fare, car hire or agency fees must be borne by you.

## **25. Fares and Extra Services**

- (1) Fares published are guideline prices, may be subject to change at any time and are subject to availability. Except where indicated, advertised fares are per person, based on double/twin occupancy and include relevant government fees and taxes in the amounts current and applicable at the time of publication.
- (2) Guests sailing on cruises visiting certain European Union ports will be subject to the Value Added Tax (VAT) on purchases made in the **gift shop, spa services, merchandise and alcoholic beverages** during their cruise. Purchases subject to the Value Added Tax (VAT) as well as the amount of the VAT varies by itinerary and venue. If Guests are not citizens of the European Union, they will have the opportunity to reclaim a portion

of the VAT paid on certain merchandise purchased on board in our gift shop, subject to certain minimum purchase requirements. VAT charged on beverages and spa services is not eligible for reimbursement. For your convenience the VAT will be shown on your onboard receipts. The gift shop can issue non-EU guests a Global Blue refund receipt, which will assist you in claiming back EU VAT.

- (3) Services and goods provided during the holiday, and any port or airport charges and taxes which are not included in the confirmed holiday price must be paid by you. Additionally, fares do not include travel insurance, Overland Programmes, airfare, hotel meals except where stated (BB), personal expenses, charges imposed by local authorities whilst in port or within territorial waters on goods and services provided onboard ship, and any other item not expressly included in the fare. Fares published are guideline prices, may be subject to change at any time and are subject to availability. Except where indicated, advertised fares are per person, based on double/twin occupancy and include relevant government fees and taxes in the amounts current and applicable at the time of publication. Where services or goods are provided on board the ship, payment must be made before you disembark. Any such services or goods might incur charges imposed by local authorities whilst in port or within territorial waters. For example, some countries require the payment of VAT locally on goods and services. We will do our best to advise you of any such charges in advance of your cruise. Without prejudice to any lien over your goods, you agree that we shall be entitled to prevent any baggage or goods belonging to or travelling with you from leaving the ship until all sums owed to us by you have been paid in full.

## **26. Documentation**

You must have received all vaccinations necessary for the holiday in good time prior to the commencement of your holiday and you must have available for production as required during the holiday your passenger ticket, valid as required for the holiday, passport, visas, medical card, vaccination record and any other documents, including those which are as required by any governmental authority, and as required by our COVID-19 Policies and Procedures (as described in clause 2), necessary for the scheduled ports of call and disembarkation. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health / COVID-19 related ones). If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on or passed on to us or expenses being incurred by us, you will be responsible for reimbursing us accordingly (see also clause 19(7)).

## **27. Guests' Property and Luggage Restrictions**

(1) You are subject to any and all baggage restrictions applied by any carriers during the holiday, including air and land carriers. You are responsible for checking these prior to departure and accept responsibility for any baggage disallowed or additional charges caused by restrictions including any excess baggage charges levied by any air carrier.

(2) You must not carry firearms, explosives, inflammable materials or other hazardous or illegal items or any item which we or the Ship's Master deem in our sole discretion to be detrimental to the safety or comfort of any person. Any such items or noxious substance in your possession on embarkation shall immediately be surrendered to an appropriate member of staff and may be confiscated, destroyed or surrendered to authorities. You must not bring on board any intoxicating liquors or beverages or any drugs. Any such items in your possession on embarkation shall immediately be surrendered to the Ship's Master. You shall have no claim for any loss or inconvenience thereby incurred.

(3) The Ship's Master or any crew member acting under the authority of the Master shall be entitled to enter the Stateroom occupied by any Guest at any time for the purposes of searching for controlled or prohibited substances or for purposes connected with repair, maintenance work, security or safety. The Guest agrees to submit to any personal search or search of luggage and goods where such search is reasonably required by us or any supplier in the interests of security or safety or by any third party acting with appropriate authority.

(4) During any transfer of luggage, including upon departure from any hotel or airport, arrival at any new destination or upon change of vehicle or means of transport, it is your responsibility to identify your luggage and ensure it is dealt with as may be appropriate for delivery to the next destination. Any property left on a Ship at final destination may be stored and repatriated at the Guest's expense.

(5) Pets, birds, livestock and other animals are not allowed on board the Ship except for certain necessary service animals of a Guest with a disability providing they comply with all applicable requirements (including any imposed by the Guest's country of residence or your airline). Guests wishing to bring a service animal on board the Ship must notify us at the time of booking the cruise and must receive our written approval. The Guest agrees to accept responsibility, reimburse and/or indemnify us for any loss, damage or expense whatsoever related to the presence of any service animal brought on the cruise, and to determine and meet any documentary or other requirements related to the service animal. Guest further agrees to be solely responsible for providing all food and/or other dietary requirements, medications or medical equipment required by the service animal. Guest food, medications and/or medical treatment will not be provided by the Ship to any service animals.

## **28. Overseas Airport/Port Transfers**

- (1) For some cruises, you can book transfers between the airport and ship (and vice versa) with us where you have made your own flight arrangements, subject to the following terms. The following terms also apply, except where otherwise stated, to transfers between airport and ship which form part of an air add-on airfare booking made with us at the time as you make your cruise only booking.
- (2) For cruise only bookings, transfers may be booked at the same time as your cruise or at a later date but as they are subject to availability, you are recommended to book them as soon as possible. Transfers are only available on the days the cruise starts and ends. The cost of the transfers is payable with the balance of the cruise cost. Transfers may be cancelled without charge (36 hours?) prior to balance due date. After balance due date, cancellation is subject to the same cancellation charges as the cruise. Flight details should be provided when booking your transfer. You should notify us as soon as possible in the event of any change in these details. Subject to availability, we will endeavour to offer you an alternative transfer time where you can no longer travel on your booked transfer as a result of a change in flight times. Where we cannot do so, the transfer may be cancelled as referred to above.
- (3) For Guests who purchase our hotel programme a transfer is included from the airport to the hotel and from the hotel to the port. If Guests purchase any additional hotel nights independently, they will forfeit the transfers that are included in the hotel package. If you book extra nights through us you will be provided with all included transfers. If Guests book extra nights independently you will need to make your own way from the airport to hotel or hotel to airport as applicable. You will still be able to use the hotel to ship or ship to hotel transfers as applicable.
- (4) Your Cruise Vacation Summary (e-ticket) will state your confirmed ground arrangements. Transfers will depart from the airport or the port, as applicable, at a notified time from a designated departure point. It is your responsibility to be at the correct place at the correct time as the transfer vehicle is not obliged to wait. Transfers will usually be provided on a coach but we reserve the right to substitute any other type of vehicle at our discretion including a mini bus or taxi.
- (5) We have no liability to you if you miss your transfer for any reason (including, without limitation, as a result of flight delay, cancellation or any other reason outside your control) or are refused access to the transfer for any reason referred to in this clause or any other clause of these terms and conditions. Where you miss your transfer for a reason outside your control, we will endeavour to accommodate you on a later transfer if there is one, subject to availability of space, but do not promise to do so. No refund will be provided for any missed transfer or for any transfer to which you are refused access in accordance with this clause or any other clause of these terms and conditions. We will not be responsible for arranging or meeting the costs of any alternative form of transport.
- (6) You are responsible for ensuring your luggage is properly loaded on the transfer vehicle and promptly collected on arrival at the port or airport. Luggage and other personal possessions are at all times your responsibility and are carried on the transfer vehicle at your risk. We have no liability for any luggage or personal possessions carried or intended to be carried on any transfer (including, without limitation, for any loss, damage or theft of or from the same). In the event that we are found liable for any such claim, clauses 13(4) and 13(7) of these terms and conditions will apply.
- (7) All transfer times provided are an estimate only based on the most direct route between the airport and port and assume no delays will be encountered. We make no warranty or representation as to the time or route any particular transfer will take.
- (8) For transfers which do not form part of the airfare add-on package booking or are not booked at the same time your cruise only booking is made, and providing we have selected a reputable transfer operator, we have no liability to you of any description on any basis in the event that you fail to arrive at the port prior to the latest check-in time for embarkation on the Ship or at the airport prior to latest check-in with the airline as a result of any delay or failure in the operation of the transfer at any stage (including prior to departure from the airport or port) for any reason. Such reasons include, without limitation, traffic congestion, accident, breakdown (whether or not the accident or breakdown directly involves the transfer vehicle), diversion, road closure, road works and any force majeure. This exclusion applies whether or not we or the operator of the transfer were aware of the event or circumstances in question before the start of the transfer. You will be responsible for meeting all costs and expenses incurred as a result including, where applicable, those involved in joining the Ship at a later port of call. We will not be liable to make any refund, meet any costs or expenses or pay any compensation or other sum of any description as a result. For transfers which form part of a flight inclusive booking or are booked at the same time your cruise only booking is made, we will have no liability for or in any of the circumstances referred to in this paragraph providing the transfer has been operated with reasonable skill and care.
- (9) We and the operator of the transfer have the right to refuse access to the transfer in the event that you are or appear to be intoxicated or under the influence of alcohol or drugs or behaving in a manner which is causing

or may cause distress, disturbance or danger to any person travelling on, or the driver of, the transfer vehicle or damage to any property.

- (10) Without prejudice to any other provision of the terms set out in this clause, any liability which we may have to you on any basis for or in connection with any transfer which does not form part of the add-on airfare booking or is not booked at the same time your cruise only booking is made will in any event be limited to a refund of the cost of the transfer in question paid to us except where the claim involves death or personal injury or loss or damage of luggage or personal possessions. Claims involving luggage or personal possessions are subject to this clause. For claims involving death or personal injury, we accept responsibility for selecting reputable transfer operators but will not be liable for the operation of the transfer itself or for the acts or omissions of the transfer operator or any of its employees, agents, suppliers or sub-contractors or any other person(s) connected with the transfer (other than our own employees). We will have no further or greater liability. In the event that we are found liable for any transfer which does not form part of a flight inclusive booking or was not booked at the same time your cruise only booking is made on any basis, we are entitled to rely on all limitations and exclusions of liability contained or referred to in these terms and conditions. Without limitation, we are entitled to rely on clauses 12, 13(2), and 13(7) of these terms and conditions in relation to any claim against us.

## **29. Indemnity**

Except as otherwise set out in these terms and conditions, you must indemnify us for any expense incurred or suffered by us which is not included in the holiday price you have paid to us including (without limitation) expenses relating to medical, dental or similar treatment, accommodation, transportation, repatriation or damage to property. You must also indemnify us for any costs, expenses or other sums we incur as a result of your failure to comply with any requirement of these terms and conditions including, by way of example, failure to provide information in accordance with clause 20 (Secure Flight Passenger Data and Advance Passenger Information).

## **30. Travel Sanctions and Regulations**

(1) The United States Department of the Treasury through the Office of Foreign Assets Control ("OFAC") has issued a series of comprehensive sanctions against various countries, and specifically, Crimea, North Korea (Democratic People's Republic of Korea), Cuba, Sudan, Syria, Iran, Belarus and Russia. These sanctions limit the ability of cruise lines to conduct business with these countries and their citizens, which includes allowing citizens of those countries to sail onboard our ships. Accordingly, it is our policy that if you are a citizen or resident of any sanctioned country, we will be unable to accept and will be entitled to cancel your booking and refuse boarding, unless you can satisfy the following conditions by providing us with:

**(a) proof of citizenship in a non-sanctioned country; OR proof of residency in a non-sanctioned country; AND (b) evidence that you are funding the cruise, including all onboard charges, through a bank associated with a non-sanctioned country.**

(2) You must be able to satisfy all of the above conditions in order to sail onboard an Oceania Cruises ship. If you cannot do so when requested (which may be at any stage including during your online check in) and we cancel your booking, cancellation charges as shown in clause 9 will be applied. No compensation or expenses will be payable and we will have no liability of any nature in this situation. Any booking from a citizen or resident of a sanctioned country without prior full compliance with the above conditions does not constitute a waiver of these conditions or confirmation that they have been complied with. It is the responsibility of the guests concerned to ensure they are in a position to comply before making a booking with Oceania Cruises.

The above conditions will apply in respect of any other country against which comparable sanctions are issued by the United States.

Guest, including all Guests named on the reservation(s), agrees to comply with OCI's policies concerning any and all applicable United States Department of the Treasury through the Office of Foreign Assets Control ("OFAC") regulations which can be found at <https://www.oceaniacruises.com/legal/travel-restrictions>. Guest agrees that to the extent Guest violates such policies or is subject to OFAC sanctions, Guest will be refused passage and Guest, along with any other guests included in Guest's reservation(s), will not be entitled to a refund of any amounts paid to OCI.

## **31. Use of Guest Likeness**

The Guest consents to our use and display of the Guest's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind. The Guest's consent extends to minors

and other persons in the care and charge of the Guest. Guest further agrees that any type of photograph or recording, in any audio or video format, of the Guest, other guests, crewmembers, independent contractors, concessionaires, guest entertainers or any other third party on board any of our vessels or depicting said vessels, their design, equipment or any other feature or part of said vessels, shall not be used by Guest for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without our express written consent. We are permitted to take any and all reasonable measures to protect ourselves and enforce this provision. The Guest understands and agrees that onboard photographers may photograph Guest and minors and other persons in the care and charge of the Guest, and that those photographs may be processed, displayed and sold to Guests and others. For additional information regarding our use of Guest's likeness, including use of facial recognition technology, please refer to clause 33 - 'Personal Data and Privacy' below.

### **32. Information required from you**

At the time of booking we will require guest contact information for all guests on the booking including email address and contact phone number. In the event of last-minute schedule changes or emergency situations we may need to use this information to contact the Guest directly. Please provide the relevant details at the time of booking your cruise or no later than the deposit due date. Our procedures may change from time to time and we will inform you of any changes at the time of booking or as soon as possible thereafter. Please also see Privacy Policy Statement on our website: [www.oceaniacruises.com/legal/privacy-policy/](http://www.oceaniacruises.com/legal/privacy-policy/).

### **33. Personal Data and Privacy**

Our privacy policy describes what data we collect online and offline and how we use, share, and secure that data. It also describes your choices regarding use, access and correction of your personal data. Personal data is information, or a combination of different types of information, that could reasonably allow you to be identified.

a. The Guest's personal data, which may include sensitive data, will be processed in accordance with our privacy policy, which describes how personal data may be processed, and which is available on our website. We may update our privacy policy without prior notice. Guest agrees that we may (1) keep Guest's personal and sensitive data, (2) use such personal data in our business worldwide in accordance with our published privacy policy, (3) share such personal data with our affiliated or related companies, and (4) subject such personal data to processing worldwide.

b. Guest agrees that we may disclose personal or sensitive data to unaffiliated third parties (1) with the Guest's consent or authorisation, (2) to help complete a transaction for the Guest, (3) to comply with laws, regulations, governmental and quasi-governmental requests, orders or legal processes, (4) to enforce this contract or other agreements or to protect the rights, safety or property of us or others, (5) as part of a purchase, sale, or transfer of assets or our business, (6) to our agents or service providers to perform functions on our behalf, or (7) as otherwise described in our privacy policy.

c. Guest agrees that we may use facial recognition technology to facilitate and expedite Guest's embarkation and/or disembarkation and for health and safety purposes, as further described in our privacy policy.

We encourage you to review our privacy policy which can be found at [www.oceaniacruises.com/legal/privacy-policy/](http://www.oceaniacruises.com/legal/privacy-policy/). If you want additional information on a particular topic. If you have any questions about how we handle or protect your personal data, please contact us at [PrivacyTeam@nclcorp.com](mailto:PrivacyTeam@nclcorp.com).

### **34. Severability**

Should any provision or term of this Contract found to be invalid by a competent court of law for any reason, the Guest agrees that said provision and/or term is deemed to be severed from this Contract and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.

July 2024