

# General Information Summary

Please carefully read this General Information, which contains useful details that you need to know before you book your cruise holiday. Should there be some additional information that you require or you have questions about any aspect of your cruise, please do not hesitate to contact us. Fuller, more detailed information will be forwarded in our pre-sailing booklet around two months before you sail.

## Baggage

There is no restriction on the amount of luggage that you may bring on board the cruises which depart from and return to the UK. As there are no separate Baggage Room facilities aboard our ships, it should be noted that all baggage must be stored within the cabin. We strongly recommend the use of security locks for your luggage for all parts of your journey. Jewellery, medication, travel documents, passport and other valuables should be kept in your hand luggage. All luggage should be clearly labelled, do not forget to specify your name and cabin number on the luggage labels. The Company is not responsible for any loss or damage to your luggage during transit to the ship. In case of loss or damage advise the carriers involved and your insurance company.

Fly-cruise holiday passengers will be subject to the airline's baggage allowance (generally 15/20 kilos per adult) and this will necessarily limit the amount of luggage that can be brought on board. For rail-cruise travellers, there are no luggage weight restrictions imposed by the rail companies. However, we recommend that you limit your luggage to one suitcase with wheels weighing no more than 15-20 kilos and one hand/shoulder bag per person. **Note:** No assistance is provided with moving luggage on and off trains, between platforms or into storage racks. On the TGV train you may be allocated seating and luggage storage on the upper-deck.

## Brochure Information

The information contained in this brochure has been checked for accuracy and is correct at the time of printing in December 2009. Worldwide events subsequent to this date may necessitate unavoidable alterations to our planned schedules. Any such changes deemed to be significant or fundamental to your booking will be advised to you accordingly. It should also be noted that the destination photography and maps are generic to the locations depicted and may not be a specific representation of sights or images to be viewed in a particular port of call on the cruise booked.

## Children and Teens

Please note that Marco Polo is child-free and therefore for the enjoyment of adult passengers only (16 years and above at the time of sailing).

There are no dedicated recreational facilities for children aboard Ocean Countess, but nevertheless accompanied children and teenagers under the age of 18 at the date of sailing are of course welcome on board and, when occupying a third or fourth berth in a cabin with two full fare paying passengers, travel at the beneficial rate shown under the Fares box on each cruise page. Children and teens under the age of 18 at the date of sailing but occupying a twin cabin with just one accompanying adult are charged at the full adult fare.

Aboard Orient Queen, children under the age of 13 at the date of sailing, accompanied by two adult fare paying passengers, enjoy reduced rates as shown under the respective Fares boxes.

## Dress Code

During the day, attitudes are very relaxed and informality is the key. Casual clothing is quite sufficient during the days at sea and for time spent ashore. On certain shore excursions and at some religious sites, discretion should be used so as not to cause inadvertent offence with inappropriate clothing. Advice will be given on board in such cases. Every day, the Daily Programme suggests, as a guide, a mode of dress for that particular evening's events. For Marco Polo and Ocean Countess there are generally two 'formal' or gala nights planned on each cruise when many gentlemen wear a dinner jacket, although a lounge suit is quite acceptable. The ladies on these occasions have a chance to dress up and often opt for evening or cocktail dresses. On evenings proposed as 'informal', a suit or smart jacket and trousers, with or without a tie, for the men is suggested and the ladies have further opportunities to look elegant in a cocktail dress, trouser suits and stylish co-ordinates. A 'casual' recommendation often covers evenings spent in port or when a special event such as a deck party is scheduled. In these cases, the choice of dress is left entirely to you. On board Louis Cruise Lines' Orient Queen, the majority of evenings onboard are country club casual.

## Duty Free Sales

The on board shops are open daily when each ship is at sea, but local customs regulations do not permit the sale of duty free goods whilst a ship is in port. It should be noted that liquor and tobacco products purchased will be delivered to your cabin on the last day of the cruise. Drink and tobacco may of course be purchased throughout the cruise from the ships' bars at the listed shipboard prices.

## Electrical Appliances

All cabins feature 110v and 220v current and have an electrical socket to allow small appliances such as electric shavers, electric rollers and curling tongs to be used. Each bathroom is equipped with an integral hair dryer. It is advisable to bring a UK three pin to European round two pin universal adapter in order to access the electrical supply in the cabins.

## Embarkation/Disembarkation Arrangements

The embarkation procedures at UK ports normally commence 4 hours prior to the published sailing time. At final disembarkation, you should allow approximately 90-120 minutes from the scheduled arrival time before disembarkation. Orient Queen embarkation procedures usually commence 3 hours prior to sailing. The full embarkation and disembarkation procedures and timings will be confirmed when tickets and cruise documentation is despatched usually 14 days prior to sail date.

## Gratuities

According to international custom in the hospitality industry, tipping is accepted as the standard recognition of good service. For your greater convenience we operate an automatic tipping system so instead of worrying how much and when to tip, an amount of £5.00 per person per night (£4.00 per person per night for cruises of more than 16 nights duration) will be debited to your onboard account. You have the chance to adjust the amount to be charged to your account in order to reflect your level of satisfaction and this can be done by contacting the Reception Desk accordingly. Please note for Louis Cruise Lines' Orient Queen, an amount of Euros 8.00 per person per day for all

passengers over 16 years old and Euros 4.00 per person per day for children and teenagers (6-16 years) will apply.

## Guaranteed Cabins

If we accept your booking, but are unable at the time to quote you a specific cabin number, we shall allocate you a 'guaranteed' cabin at the fare quoted for your chosen grade of accommodation. Please note that you may ultimately be berthed in a higher grade of cabin for the same price, but in some circumstances this may be located on a lower deck.

## Health Requirements

At the time of printing, passengers on Marco Polo Cruise P103 in 2011 are required to obtain a Yellow Fever inoculation in advance of this cruise. There are currently no mandatory vaccinations for visiting any of the other ports of call of the cruises in this brochure. Useful information is also available at: [www.nhs.uk/nhsengland/Healthcareabroad/pages/Healthcareabroad.aspx](http://www.nhs.uk/nhsengland/Healthcareabroad/pages/Healthcareabroad.aspx)

## Holiday & Accommodation Information

In this second edition brochure, we have endeavoured to provide as much essential information as space permits about Marco Polo, Ocean Countess and Orient Queen. However, please bear in mind that from time to time, certain facilities, activities, entertainments and shore excursions may be altered or withdrawn due to such reasons as adverse weather conditions, lack of demand, essential maintenance work or other reasons beyond our control.

## Itineraries

It should be noted that the cruise itineraries published in this brochure are subject to amendment. Should major changes to the ports of call, other than timing adjustments or the order in which they are visited, become necessary we shall endeavour to notify you in advance. Please note that in the event of adverse weather or sea conditions that prevent a vessel from calling at one of the scheduled ports of call, alternative arrangements will be made where possible. The order of visiting the scheduled ports of call may need to be varied due to congestion or other operational reasons.

## Medical Declarations

In the interest of your own safety and well-being, you must be fit and healthy to take your cruise and all other travel arrangements that you book with us. Therefore, the Company must be advised at the time of booking of any pre-existing medical condition and of any change to a passenger's condition that occurs between booking and the sailing date. **Medical Declarations, on the Company's official form, will be required by all passengers including those who a) are pregnant or b) have a mental or physical disability, including mobility limitations.** The Declaration Forms are sent to passengers once bookings are confirmed. Cruise & Maritime Voyages reserves the right in its absolute discretion to refuse boarding to persons who in the opinion of the Company's Medical Consultant are unfit to undertake the cruise or who have failed to make full disclosure of the nature of their condition.

Upon arrival at the embarkation port, you will also be required to complete a Public Health Questionnaire. If you have suffered from any viral symptoms such as diarrhoea, vomiting or flu-like symptoms within the 48 hours before sailing, you must immediately contact your GP and notify us providing details of the symptoms suffered. Based on the information you provide, if we reasonably feel that you are not fit to travel, we will not allow you to board.

The Company regrets that it cannot accept bookings from passengers who will be twenty-eight weeks pregnant or more by the end of their cruise. Please note that a failure to disclose a specified medical condition may additionally invalidate your travel insurance.

#### Medical Services

The services of our qualified medical staff are available to you on board in the event of 'mal de mer' or an emergency. It should be noted that the NHS does not cover treatment on the ship and there is a scale of charges for surgery visits and medical treatment. Such charges are usually claimable under your travel insurance policy, less any excess amounts.

#### Mobility/Special Needs

A cruise is quite unlike a land based holiday and the ships of our fleet are not ideally suited to prospective passengers in wheelchairs or those who have limited mobility. **It is therefore essential that you contact our office to discuss your requirements before you make a booking.** It should be noted that the layout of the ship could considerably restrict such passengers' movement around the vessel and indeed preclude access to some of the ports of call, where gangway conditions are not conducive or passengers are conveyed ashore by tender. **Passengers with mobility limitations, or who have special needs, that are accepted for travel must be accompanied by at least one able-bodied companion who will be responsible for general care and assistance throughout the cruise.**

#### On Board Payments

All prices on board are quoted in Sterling (Louis Cruise Lines' Orient Queen: Euros) and a cashless system is in operation for all your on board purchases. An account is opened for you at the start of your cruise and you sign a debit when purchasing goods and services on board. This is charged to your shipboard account and a final invoice is presented at the end of the cruise itemising all charges. This can be settled by Sterling Travellers' Cheques, which attract a 3% transaction fee, or by American Express, MasterCard or Visa credit cards, and of course, cash. **It is not possible to use debit cards or personal cheques to settle on board accounts.** The Reception staff also offer a facility to purchase small amounts of foreign currency for use in most of the ports of call.

#### Passports

A passport is essential for all cruises, including the British Isles and Celtic Explorer sailings, and all British Citizens must hold a full ten year passport. Many countries, including most of those visited during the winter cruise programme, require visitors to hold passports that have at least six months validity beyond the return date of the cruise. It is the responsibility of holders of non-British passports to check with the relevant consular authorities of the countries to be visited to ascertain if there any specific restrictions or requirements for their planned itinerary. Any passenger arriving at the departure port without a passport, or with the incorrect documentation, will not be allowed to embark. Such circumstances are not covered by insurance and no refund claims will be considered.

#### Restaurant & Table Reservations

Whilst breakfasts and lunches are generally served in the restaurant on an open seating basis, two sittings with allocated seating are operated for dinner in the evening. On days at sea, these sittings are normally timed at 18.00-18.30 and 20.30hrs and these timings may vary during port days. You should state any preferences for a particular dinner sitting and/or table size at the time of booking. Please note that requests for specific dining sittings and/or table sizes will be treated strictly on a 'first come, first served' basis and will be subject to availability. Whilst every effort will be made to accommodate preferences, no guarantee or confirmations can be given.

#### Safety & Security

For your complete security and peace of mind, there are stringent security measures in force, particularly at UK ports. All cabin baggage will be electronically screened, hand baggage may be examined and you will be required to pass through an X-Ray arch prior to boarding the vessel. At embarkation you will be issued with a personalised ID card which is used for gangway control purposes and validates you as a bona-fide passenger.

#### Shore Excursions

An attractive programme of tours is offered at each of our ports of call. At the time of going to print, the exact content and pricing of the programme has not been finalised, but you will be sent full details and a booking form with your pre-sailing information around eight weeks prior to sailing. For Marco Polo and Ocean Countess cruises only we shall operate a pre-reservation service and, availability permitting; you will also be able to book on board with our Shore Excursion staff who will be pleased to assist you in selecting the tours most suitable for your requirements. Full details will be advised with the pre-sailing information.

#### Smoking

As a consideration to all passengers, there are designated smoking and non-smoking areas aboard each ship. Should new national or international maritime legislation subsequently affect this policy, passengers will be informed accordingly. In any event, the restaurants and cabins are non-smoking areas at all times.

#### Special Diets

Passengers with certain dietary requirements may be catered for and further enquiries should be made at the time of booking.

#### Travel Insurance

It is a condition of booking that adequate travel insurance is held by all passengers and South Quay Travel & Leisure Ltd is able to offer a comprehensive travel insurance policy to passengers that are booked directly with them (i.e. not through a travel agent or a tour operator) and details are shown on page 83. If you are booked through a travel agent or a tour operator, or opt not to purchase this insurance, you must give details of the alternative cover that you have in place, including the name of your insurer, policy number and most importantly the telephone number of the insurer's Emergency Assistance service.

#### Valuables

Aboard Marco Polo and Ocean Countess, each cabin has the facility of a personal safe for your valuables and important papers. Aboard Louis Cruises' Orient Queen, safety boxes are available either in the cabin or at the Purser's Office and Louis Cruises make a nominal charge for this service. The Company is not responsible for any theft or loss of any items not kept in the safety boxes. The Company does not accept responsibility for loss or theft of cameras, video cameras, chargers and other valuable electrical items which are your responsibility at all times.

#### Visas

At the time of printing, no individual visas are required to be obtained in advance for any of the cruises listed in this brochure by British nationals who hold a passport that show that they are a 'British Citizen'. **Passengers on the Baltic Cities & St Petersburg cruises at the time of writing will not be required to obtain individual Russian visas if they only go ashore as participants in the official shore excursion programme.** If however passengers prefer to make independent arrangements for their time in Russia, a chargeable individual visa, issued in advance by the Consular Authorities in the UK, will be required. Details will be included with the pre-sailing information for these cruises.

#### Visitors

Due to the stringent security measures in force, it is not possible to allow visitors on board Marco Polo or Ocean Countess during their calls to UK ports or Orient Queen in Marseille.

#### Photography

We would like to extend our appreciation to Transocean Tours, the former operators of Marco Polo, the Owners of Marco Polo and Ocean Countess and Louis Cruise Lines for supplying and granting permission to publish their ship's photographic material in this brochure. Some of the images have been re-touched to take account of Cruise & Maritime Voyages livery.

We also kindly thank Photoshot and iStockphoto for their support in providing us with material for use in this brochure.

# South Quay Travel & Leisure Limited Booking Conditions

All holidays are organised and offered for sale in the United Kingdom by South Quay Travel & Leisure Limited

These conditions together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with South Quay Travel & Leisure Limited (ATOL 4619) and (ABTA V9945) ("South Quay"), ("us"), ("our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred. Holidays not involving air travel are financially protected by South Quay Travel & Leisure Ltd's bond with ABTA. Membership Number V9945. In the unlikely event of South Quay Travel & Leisure Ltd's insolvency, ABTA will ensure that you are not left stranded abroad and will arrange to refund any money paid to South Quay Travel & Leisure Ltd for an advance booking. Holidays involving air travel are financially protected by South Quay Travel & Leisure Ltd's bond with the Civil Aviation Authority ATOL 4619. The CAA will financially protect your holiday in the same way. Please also refer to clause 15 entitled 'Financial Protection'.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of information in accordance with our Data Protection Policy (see clause 19);
- He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

## 1. Booking & Insurance

To make a booking you will need to complete and sign a Booking Form. Post this to us along with your deposit plus the appropriate insurance premium. We do accept Visa & MasterCard for Credit Card payments and charge a 2% fee for this facility. Debit Card payments are free (Visa Delta & Switch). We also accept American Express and charge a fee of 3% for this service. If you do not require our insurance, then please provide details of your current insurance policy. We offer competitive rates of insurance arranged by Gold Cover Travel Insurance Services and insured by ETI International Travel Protection, details of which can be found on page 83. Once we have received your Booking Form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. Upon receipt, if you believe that any details on the confirmation (or any other document) are wrong you must advise us immediately as changes can not be made later. Your balance payment is due no less than 8 weeks prior to departure, for which we will not issue a reminder. If we do not receive all payments due (including any surcharge where applicable) 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 2 below will be payable. For flight inclusive bookings, all monies that you pay to one of our authorised travel agents for your arrangements with us will be held by that agent on our behalf until they are paid to us or refunded to you.

## 2. Cancellation By You

Cancellation by you must be sent to us in writing and it will take effect when it is received by us. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

Date Cancellation received	Cancellation
More than 56 days before departure	Deposit
56 - 42 days before departure	30% of total price
41 - 29 days before departure	50% of the price
28 - 15 days before departure	75% of the price
14 days or less	100% of total price

No refunds will be made for tickets or services booked but not used, or for insurance premiums or alteration charges. **Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges detailed above.**

## 3. Changes and Cancellation By Us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a "significant change". If we make a significant change before departure (for example, a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change

of scheduled outward departure time of twelve or more hours, a change of UK departure point to one which is significantly less convenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. If the chosen alternative is more expensive you may be asked to pay the difference, but if it is cheaper, you will receive a pro rata refund.
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us. You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements. The above options are not available where any change made is a minor one. If we have to make a significant change or cancel, we will pay you reasonable compensation if appropriate, depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we are forced to cancel due to an insufficient number of people having booked the holiday in question (in which case we will notify you no later than eight weeks prior to your date of departure). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you. Please note: where arrangements with a higher price than the original ones are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if arrangements are offered by us and accepted by you with a higher price than that originally booked with the same cruise itinerary where no additional payment is made by you.

## Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 5 (1) below) as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## 4. Alteration By You

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the person who made the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to an administration fee of £10 as well as any applicable rate changes or extra costs incurred as well as 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 that changes are made and you should contact us as soon as possible. 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. If a customer is prevented from travelling it may be possible to transfer the booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

**Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## 5. Our Responsibility

(1) 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 booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a 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).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-  
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

- 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 - 'force majeure' as defined in clause 3 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 any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them, or any excursion you purchase on board. 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) The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.

(5) As set out in these booking conditions we limit the maximum amount we may have to pay for any claims you may make against us which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 5(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. 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 the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request. In any circumstances in which the carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (i) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (ii) which 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 business losses.

(8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 12 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

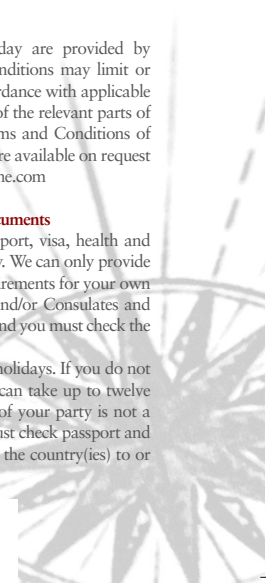
## 6. Suppliers' Conditions

Many of the services which make up your holiday are provided by independent suppliers. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 5 (6)). Copies of the relevant parts of these terms and conditions and particularly the Terms and Conditions of Carriage at Sea of the carrier providing your Cruise are available on request from ourselves or by going to [www.cruiseandmaritime.com](http://www.cruiseandmaritime.com)

## 7. Passports, Visas, Health Formalities & Travel Documents

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your Doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

A full 10 year British passport is required for all our holidays. If you do not hold a valid 10 year British passport, please note it can take up to twelve weeks to obtain a new one. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.



You must ensure you have the correct travel documents in your possession before departure, failing which you will be liable for any costs, which you or we may incur as a result. Please note that, very occasionally, a last minute change may entail entering an additional country. Please note children must now have their own passport. For all passport enquiries contact the UK Passport Agency on 08705 210 410 or [www.ukpa.gov.uk](http://www.ukpa.gov.uk).

The health formalities and any compulsory inoculations required for your cruise can be found on page 19 of this brochure and this information may be subsequently updated. It is your responsibility to ensure that you are fit to travel and to take all necessary medication etc. with you. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Any cancellation that arises due to visa/passport requirement will be subject to the cancellation charges detailed above.

#### 8. Behaviour

If in our opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your cruise or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost services will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the applicable supplier prior to departure from the service in question. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

#### 9. Insurance

It is a condition of booking with us that you take out appropriate travel insurance. Details of a policy offering comprehensive cover at reasonable rates are on page 83. This policy includes cover for cancellation charges and the cost of assistance, including repatriation, in an emergency. If you do not purchase this insurance you must arrange alternative insurance of at least comparable standard (we will not check it, this is your responsibility) and you must provide details of your policy to us before you travel. If 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.

#### 10. Prices

Our current prices are calculated on exchange rates known on the 1st December 2009 (Source: Lloyds TSB Plc).

**We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed.** We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing or our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in "Changes and Cancellations by us". Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your holiday. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

#### 11. Timings & Delays

Timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, and the ability of passengers to check in and board on time. Sometimes delays cannot be avoided but in such situations, in conjunction with our local agents or representatives, we will try to ensure your comfort during the course of any delay.

#### 12. Complaints

If there is a problem during your holiday, you must report it onboard immediately or to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return. Failure to take either or both of these steps will prejudice our ability to resolve your problem and / or investigate it fully. In consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

#### 13. Law & Jurisdiction

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the ABTA Arbitration Scheme (if the scheme is available for the claim in question - see clause 14 - Arbitration) or by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

#### 14. Arbitration

We are a member of ABTA, membership number V9945. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at [http://www.abta.com/consumer-services/travel\\_problems](http://www.abta.com/consumer-services/travel_problems)

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

#### 15. Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 4619. In respect of all arrangements including flights you will receive a Confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking. We are also a member of the Association of British Travel Agents (ABTA number V9945). If your holiday does not include flights, ABTA will financially protect your holiday in the same way.

#### 16. Flights

In accordance with EU Directive (EC) No 2411/2005 Article 9, 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 with the EU Community. The Community list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)

In accordance with EU Regulations 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. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform 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. We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to you approximately two weeks 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 have been dispatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. 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 3 (Changes and cancellation by us) will apply. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. Your rights to a refund and/or compensation from us are set out in clause 3 above. If the airline does not comply with these rules you should complain to the air transport users council on 02072406061 [www.auc.org.uk](http://www.auc.org.uk). Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

**Important note: the information and prices shown in this brochure may have changed by the time you come to book your arrangements.** Although we make every effort to ensure the accuracy of the brochure information and prices at the time of printing, regrettable errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking. Should we become aware of the need to revise information or prices, we may do so by informing you before we accept your booking. In this case the revised information or prices will be considered to form part of our contract with you as if they had originally been printed in our brochure.

#### 17. Special requests

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. 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.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

#### 18. Disabilities, Illness and Medical Problems

We will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can advise as to the suitability of your chosen arrangements if possible. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking or, if full details are not given at the time of booking, cancel (imposing applicable cancellation charges) when we become aware of these details.

We and the supplier concerned reserve the right to refuse boarding in the event that we reasonably feel that an individual is not fit to travel. We will deem that person unfit to travel if in the 48 hours or less before sailing they have suffered with any medical symptoms suggestive of a viral illness including but not limited to diarrhoea, vomiting, high temperature or other flu-like symptoms.

#### 19. Data Protection Act 1998

Information provided by you to us in connection with your holiday will be held by South Quay Travel and Leisure Ltd in accordance with the Data Protection Act 1998. It will be used for reservations, bookings, ticket issue, compilation and circulation of passenger lists, marketing of other programmes and promotional offers and for travel insurance purposes. You may have a copy of the personal information held about you by contacting us in writing at any time. If you wish to be deleted from our database, please inform us and you will be deleted immediately. Our full data protection policy is available on request.