



## Booking Conditions

The following Booking Conditions together with the information contained in the Frequently Asked Questions section of our website <https://www.rssc.com/frequently-asked-questions/> form the basis of your contract and constitute your conditions of carriage with Seven Seas Cruises S. de R.L. trading as Regent Seven Seas Cruises®. Please read our Booking Conditions and Frequently Asked Questions Section carefully as they set out our respective rights and obligations. 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 29) was updated and is believed correct as at 1 November 2019.

Travelling with us is one of the world's best holiday buys. Your cruise holiday fare includes suite accommodation, all meals and entertainment on board ship (including in-suite dining, 24 hour room service and no charge for speciality restaurants), a 1 night pre-cruise hotel package for bookings confirmed in a concierge suite or higher, unlimited beverages including fine wines and premium spirits, gratuities, unlimited shore excursions (excluding Regent Choice and Overland Programmes), butler service (C-MS categories), detailed port briefings, port charges, departure taxes, baggage handling and security charges and unlimited WiFi. Not included, however, are activities and services for which an additional charge is made such as Regent Choice 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, airport transfers where you have booked cruise only (unless purchased at the same time as making your cruise only booking) and any other service not expressly included in your cruise fare. For more information on the services included in your cruise fare and the applicable terms, please see clause 5.

Except where otherwise stated, these Booking Conditions only apply to cruise only or cruise inclusive holiday arrangements and, where applicable, to the other services (such as airport transfers and other land arrangements) which you book with before departure and in which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Booking Conditions to "cruise", "holiday", "holiday arrangements", "booking", "contract", "package" or "arrangements" mean such holiday arrangements unless otherwise stated. References to "departure" mean the start date of your holiday arrangements.

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 conditions of carriage. 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 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 conditions of carriage. 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 in clause 11 of these Booking Conditions will apply to your cruise and the process of getting on or off the ship.

In these Booking 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", "Regent Seven Seas Cruises®" and "RSSC" means Seven Seas Cruises S. de R.L. trading as Regent Seven Seas Cruises®.

If you are a citizen or resident of North Korea (Democratic People's Republic of Korea), Cuba, Sudan, Syria or Iran, please refer to clause 29 of these Booking Conditions. You will be unable to sail on any of our ships unless you satisfy the requirements set forth in clause 29.

### 1. Making your booking

You may book with us directly by telephone on +44 2380 682140 or via one of our authorised travel agents or our website <https://www.rssc.com> Before making a booking you must ensure that you have read and understood these Booking Conditions (raising any queries you have with us). You will be asked to confirm you have read the Booking Conditions before your booking is accepted. The first named person on the booking ("party leader") must be at least 18.

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 2 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 7 below.

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

Following confirmation of your booking as above, we will issue a confirmation invoice. This invoice will be sent to the party leader or your travel agent. 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 / \$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.

Guests should note that airlines may not allow name changes 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.

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 Booking Conditions (other than those applicable under international convention or EU regulation as referred to in clauses 11(5) and 11(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.

## 2. Payment

**Payment Policy:** Bookings made more than 120 days from sailing are required to deposit 15% of applicable cruise fare within seven days of booking. Bookings made between 31 and 120 days of sailing are required to deposit within three days of booking and bookings made within 30 days of sailing are required to deposit by the end of the booking day. Bookings not deposited as per this schedule will automatically be cancelled.

**Deposit –** For Seven Seas Splendor Inaugural Season a 25% deposit is required for Suites RS – SS, and 20% for remaining suites A-H. For all other cruises and ships, in order to confirm a booking, a deposit of 25% for the Regent Suite and for all other suites 15% of the cost of the arrangements is payable.

Unless otherwise noted, final payments for bookings made on or after 7 August 2019, must be received by Regent Seven Seas Cruises 120 days prior to departures for voyages 14 nights or less and 150 days prior for voyages 15 nights or longer. For bookings made prior to 7 August 2019, final payment must be received 90 days prior to cruise departure for voyages 14 nights or less and 150 days prior for voyages 15 nights or longer.

**Navigate the World Cruise - Deposit & Payment Policy:** The per person deposit required to secure your Navigate the World Cruise is 20% of the applicable cruise fare for all suites and must be received within seven days of booking. Final balance must be received no later than 180 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.

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 (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 7 below will be payable. You must pay for your arrangements in the currency chosen at the time of booking.

You can pay by bank transfer, American Express, MasterCard and Visa. If paying by card: card number, name on card, expiry date, card holder's postcode and three digit security code on back of card will be required. 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. Regent Seven Seas 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 Regent Seven Seas Cruises®.

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 1. After that point, your agent will hold the monies on our behalf.

## 3. Your contract and guest information

A binding contract between us comes into existence when we confirm your booking to you or your travel agent as set out in clause 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").

Changes to these Booking 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.

Please note, a Guest Registration Form (GRF) must be returned to us 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.

## 4. 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.

## 5. Prices and inclusions

We offer a FREE 1-night pre cruise hotel package for bookings confirmed in a Concierge suite or above subject to hotel availability. The free hotel package is not available for bookings made within 60 days of embarkation. Hotels are subject to change without notice.

Fares are subject to increase on 1 October 2019. All fares are per person in Euro or USD based on double occupancy (unless otherwise noted), for new bookings only and may be withdrawn at any time. For Guests sailing in the Regent Suite, included round trip limousine transfers between home and airport are limited to 100 miles in each direction and are one transfer each way per booking. All voyages feature FREE unlimited WiFi, Gold-level and higher can be logged into multiple devices at the same time under a single login. Specially priced land programmes apply to the first and second named Guests per suite only for one pre- or post-cruise programme only and are not combinable with the FREE 1-night Pre-Cruise Hotel Package. 5% discount on pre- or post-cruise hotel or land programmes for Concierge Suites and higher does not apply to promotional land programmes.

**Grand Voyages and Navigate the World Cruise:** FREE unlimited internet applies to all suite categories. Phone inclusion is per the standard Seven Seas Society® Programme on Grand Voyages. Navigate the World Cruise Guests will receive 15 hours of free phone time per suite. FREE 1-night pre cruise hotel package is available in all suite categories on Navigate the World Cruise. FREE medical services for Navigate the World Cruise Guests includes onboard medically necessary treatment only.

## 6. Changes by you

Should you wish to make any changes to your confirmed holiday (including hotel or any other suppliers), you must notify us as soon as possible either in writing or by emailing [specialservices@rssc.com](mailto:specialservices@rssc.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 / \$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.

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 7 of these Booking Conditions). **Note: Certain travel arrangements and elements of your booking, including in particular, guest name, 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 7.

Please ensure your names are as shown on your passports

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. 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.

## 7. Cancellation by you

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) must immediately telephone us on +44 2380 682140 or contact the travel agent through whom the booking was made 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 2380 682140 or your travel agent during normal working hours. The cancellation must also be confirmed in writing or by e-mail to your travel agent or by emailing [specialservices@rssc.com](mailto:specialservices@rssc.com). Cancellation charges (as set out below) will apply. In calculating these charges, we have taken account of the period before departure the cancellation is notified to us, 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.

Cancellation charges are based on the period prior to departure the notice of cancellation is received by RSSC or cancellation is otherwise deemed to have taken effect. 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 are refundable.

**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 Booking Conditions will also be subject to these cancellation charges.

### 7a. CRUISE CANCELLATION

#### Navigate the World Cruise

	<b>Cancellation</b>
Deposit date - 180 days prior	\$500 / €500 PP in cats A-H 10% of fare in cats MS-NS
180 - 151 Days Prior	25% of Fare
150 - 121 Days Prior	50% of Fare
120 - 91 Days Prior	75% of Fare
90 - 0 Days Prior	100% of Fare

#### Splendor Inaugural Season up to & Incl SPL201113

	<b>Regent Suite - Seven Seas suite</b>	<b>Suites A - H</b>
Deposit date - 151 days prior	25% of fare	\$100 / €100 per person
150 - 121 Days prior	50% of fare	15% of fare
120 - 91 Days prior	50% of fare	50% of fare
90 - 76 Days prior	75% of fare	75% of fare
75 - 0 Days prior	100% of fare	100% of fare

#### All other Cruises 14 Nights or less

	<b>Regent Suite</b>	<b>All other suites</b>
Deposit date - 121 days prior	25% of fare	\$100 / €100 per person
120 - 91 Days prior	50% of fare	15% of fare
90 - 61 Days prior	75% of fare	50% of fare
60 - 31 Days prior	100% of fare	75% of fare
30-0 Days prior	100% of fare	100% of fare

#### All other Cruises 15 Nights or longer

	<b>Regent Suite</b>	<b>All other suites</b>
Deposit date - 151 days prior	25% of fare	\$100 / €100 per person
150 - 121 Days prior	50% of fare	15% of fare
120 - 91 Days prior	75% of fare	50% of fare
90 - 76 Days prior	100% of fare	75% of fare
75 - 0 Days prior	100% of fare	100% of fare

## 7b. SERVICES FOR WHICH AN ADDITIONAL CHARGE IS MADE

	Date of cancellation	Cancellation charge (based on cost of services concerned)
Pre-and Post-Cruise Hotel Packages	Within 60 days prior to departure	100%
Pre-and Post-Cruise Land Packages	Within 60 days prior to departure	100%
Pre-Bookable Overland Programmes	Within 60 days prior to departure	100%
Regent Choice Shore Excursions	Within 36 hours of departure	100%
Private Transfers	Within 36 hours of departure	100%
Private Cars & Vans	Within 36 hours of departure	100%
Free Hotel Package	Within 60 days prior to departure	100%

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.

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. 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.

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, or transfers.

## 8. Insurance

Guests are required to take out appropriate holiday insurance to cover as a minimum all travel, cancellation, medical and repatriation liabilities. 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.

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.

## 9. Changes and cancellation by us

### (a) Pre-departure changes

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 cabin to another within the same cabin category or higher.

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 14.

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).

If you choose to cancel your booking, we will refund all payments you have made to us within 14 days of the date we or the travel agent through whom you made your booking receive 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 14 days of our doing so. 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 10).

### (b) Pre-departure cancellation

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 10) 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 14 days of the date we inform you of the cancellation 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.

## 10. Unavoidable and extraordinary circumstances

In these Booking 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 Booking 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 11(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, fire and closure or restriction of airspace, airports and ports. Unavoidable and extraordinary circumstances will also include the Foreign and Commonwealth Office ([www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)) or other EU foreign ministry

advising against all travel or all but essential travel to any country, region or destination. In the event of different advice being given by EU governments, we will follow the advice given by the UK Foreign Office.

## 11. Our Liability to you

(1) Subject to clauses 11(5) and 11(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 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). For any claims which are covered by clause 11(6) or to which the provisions of any other international convention apply, this clause 11(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 11(6)) or the applicable provisions of any other applicable international convention.

(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); 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 10 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 16 "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 11(5) and 11(6). Subject to clauses 11(5) and 11(6), 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 our holiday (excluding any insurance premiums, 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 part of our contract whether or not as part of a flight inclusive package, 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 11(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 international convention or EU regulation which applies to the flight or claim 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). Where we or the carrier 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 Booking 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 £266,000 or €304,000 as at 22 June 2018) 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 £425,000 or €486,000 as at 22 June 2018) 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 £425,000 or €486,000 as at 22 June 2018), 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 passenger has in his cabin or otherwise in his 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 £2,400 or €2,700 as at 22 June 2018) for cabin luggage and, up to 3,375 SDR (approximately £3,600 or €4,100 as at 22 June 2018) 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 £2,400 or €2,700 as at 22 June 2018) for cabin luggage and, up to 3,375 SDR (approximately £3,600 or €4,100 as at 22 June 2018) 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 (approximately £158 or €181 as at 22 June 2018).

## **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 Suite 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 Suite 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 Suite 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 per person (approximately £3,600 as at 27 July 2017).

## **Mobility equipment**

The Regulation and Athens Convention also limits 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 (approximately £18,400 as at 22 June 2018) in the event of death.

## **Time limits**

Any damage to suite 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 suite luggage or at the time of re-delivery for other luggage. Any damage which is not apparent or loss of suite 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 passenger fails to comply with the above, he 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 if he proves that the death of or personal injury to a passenger or the loss of or damage to his 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.

## **12. Complaints**

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 Customer Relations Desk 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 11(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 11(5) and 11(6) where applicable. For all claims and subject to clause 11(4) we regret we cannot accept any liability if you fail to follow the procedures set out above.

## **13. Damage and behaviour**

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.

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 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, 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. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. See also clause 25.

## **14. 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 11(5)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

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

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.

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, restricted mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. If any Guest suffers from reduced mobility or any medical condition or disability 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 needs. We may require a doctor's certificate or other documentation, information or waiver relating to such reduced mobility, condition or disability as we 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 or disability occurs. You must also promptly advise us if any reduced mobility, medical condition or disability 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 Special Services department with your request.

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 suites 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 onboard the ship.

Guests may not be able to participate in certain activities or programs either onboard the ship or onshore at ports of call if to do so would create a risk of harm to themselves or any other person.

Infants sailing onboard a Regent vessel 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.

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 a Regent Seven Seas representative 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

## 16. Shore excursions and brochure information

The information contained in our brochures is correct to the best of our knowledge at the time of the brochure going to print.

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 - please see our FAQs section for further information. The applicable details of all shore excursions (including departure times) are subject to change and excursions may on occasions be cancelled. Shore excursions are capacity controlled on a first come first served basis. Requested excursions may not be available at time of booking. Some shore excursions are subject to cancellation if a minimum number of participants is not achieved.

Except where included in the cost of your cruise booking or purchased at the same time as you make your cruise booking ("included shore excursions"), shore excursions do not form part of your cruise only or cruise inclusive holiday arrangements and these Booking Conditions (other than this clause 16 and clause 11(6)) do not apply to them. They are arranged and provided by operators who are wholly independent of us. You will have a separate contract with us for any shore excursion(s) you book which are not included shore excursions. Under this contract, we accept responsibility for selecting reputable operators to arrange and provide your excursion but will not be liable for the excursion itself or for the acts or omissions of the operator or any of its employees, agents, suppliers or sub-contractors or any other person(s) connected with the excursion (other than our own employees). In the event that we are found liable for the excursion on any basis, we are entitled to rely on all limitations and exclusions of liability contained or referred to in these Booking Conditions. Included shore excursions form part of your holiday contract with us and are subject to these Booking Conditions.

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 Booking Conditions, we do not limit or exclude our liability for death or personal injury arising from our negligence.

## 17. Passports, visas, health requirements and travel advice

EU citizens require a full EU passport in order to take any of the holidays shown in our brochures or on our website. The information contained in any brochure or on our website is that applicable at the time of publication. Entry requirements for the USA for EU citizens holding an EU passport are shown on our website. Where a visa is required by EU citizens holding an EU passport for entry into any other country, the relevant information is shown on the page featuring the cruise in question or elsewhere on our website. If you are not an EU citizen or do not hold an 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. 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 requirements at the time of booking and in good time before departure as requirements may change.

The time involved in obtaining any EU citizen's passport will vary and you should check the position with the relevant passport agency. Passports must be valid for a minimum of 6 months after the end of your holiday.

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 British / 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.

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. 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.

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.

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your local surgery / health clinic / travel clinic. Detailed information applicable to all EU citizens is also available from the National Travel Health Network and Centre [www.travelhealthpro.org.uk](http://www.travelhealthpro.org.uk) and on [www.nhs.uk/livewell/travelhealth](http://www.nhs.uk/livewell/travelhealth). At the time of publication, we are not aware of any compulsory health requirements or formalities applicable to EU citizens taking any of the holidays featured in this brochure. For holidays in the EU/EEA residents of the EEA should obtain an EHIC (European Health Insurance Card) prior to departure from their national health insurance provider. For details including how to apply for an EHIC in your country of residence, visit <http://ec.europa.eu/social/main.jsp?catId=559>. An EHIC is not a substitute for travel insurance. Vaccination and other health requirements / recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic approximately but not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents 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 carry correct documentation. 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.

The UK Foreign and Commonwealth Office may have issued information about your holiday destination which you are recommended to read before booking and departure. Please visit <http://www.gov.uk/foreign-travel-advice> for further details.

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

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).

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)

The above information must be provided at the time of booking a flight inclusive Package with Regent Seven Seas 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, Regent Seven Seas and/or the airline as a result.

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 Regent Seven Seas cruise, cancellation charges will apply as set out in our Booking Conditions.

Please note, the provision of SFPD or API is a separate requirement to the Electronic System for Travel Authorisation or ESTA – see clause 17 of our Booking Conditions.

## **19. Financial security**

In the unlikely event that the arrangements shown on your confirmation cannot be provided as a result of the insolvency of Seven Seas Cruises S. de R.L., insurance has been arranged with Swiss Re International SE which will ensure you receive a refund of the price paid (if you have yet to travel) or reimbursement of necessary expenses you are forced to incur in order to return home (where your contracted arrangements include return travel). For further information, please refer to the insurance certificate provided for your booking. Swiss Re International SE, Niederlassung Deutschland, MesseTurm, 60308 Frankfurt, Germany; Telephone: +49 (0) 69 76725 5180, Fax: +49 (0)69 76725 5199. Note:- This financial protection applies where your booking is 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).

We are also bonded with the Federal Maritime Commission in the USA.

## **20. Delay and deviation**

Subject to the requirements of EU Regulation 1177/2010, we regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We cannot accept liability for any delay which is due to unavoidable and extraordinary circumstances (see clause 10). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

In all situations the ship has liberty to proceed without pilots. The ship also has liberty to deviate from the advertised route and to call (or omit to call) 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 or the safety, comfort or convenience of guests. Such deviation shall not give rise to any liability on our part and shall not represent a significant change to the holiday.

## **21. Embarkation Times**

You must comply with the boarding requirements detailed in our Frequently Asked Questions on our website <https://www.rssc.com/frequently-asked-questions/> 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 15. 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.

## **22. Fares and Extra Services**

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, Regent Choice and Overland Programmes, hotel meals except where stated (BB), personal expenses,) 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. 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.

## **23. 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 necessary for the scheduled ports of call and disembarkation.

#### **24. Contagious or Infectious Disease**

At any port or place we may refuse to embark or may disembark any Guest 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.

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

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.

You must not carry firearms, explosives, inflammable materials or other hazardous or illegal items. 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 incurred.

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.

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.

No pets or other animals, except for certain necessary service animals of a disabled Guest, are allowed on board the Ship. Guests wishing to bring a service animal on board the Ship must notify Carrier at the time of booking Cruise, and must receive Carrier's written approval. Guest agrees to accept responsibility, reimburse and/or indemnify Carrier 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. Passenger food, medications and/or medical treatment will not be provided by the Ship to any service animals.

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

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 a flight inclusive booking made with us or where you book them with us at the same time as you make your cruise only booking.

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. 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.

You will be provided with a voucher for your confirmed transfer which you will need to present before you will be allowed to board your transfer vehicle. If you don't have your voucher with you at this time, you may be unable to travel on your transfer. 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.

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 Booking 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 Booking Conditions. We will not be responsible for arranging or meeting the costs of any alternative form of transport.

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 11(4) and 11(7) of these Booking Conditions will apply.

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.

For transfers which do not form part of a flight inclusive 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 that 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.

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.

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 a flight inclusive 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 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 Booking Conditions. Without limitation, we are entitled to rely on clauses 10, 11(2), and 11(7) of these Booking Conditions in relation to any claim against us.

## **27. Indemnity**

Except as otherwise set out in these Booking 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 Booking Conditions including, by way of example, failure to provide information in accordance with clause 18 (Secure Flight Passenger Data and Advance Passenger Information).

## **28. US Sanctions – North Korea, Cuba, Sudan, Syria and Iran**

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, North Korea (Democratic People's Republic of Korea), Cuba, Sudan, Syria and Iran. 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 RSSC's policy that if you are a citizen or resident of one of these sanctioned countries, 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:

**(1) proof of citizenship in a non-sanctioned country; OR (2) proof of residency in a non-sanctioned country AND (3) evidence that you are funding the cruise, including all onboard charges, through a bank associated with a non-sanctioned country.**

You must be able to satisfy all of the above conditions in order to sail onboard a RSSC 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 7 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 RSSC.

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

### **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: <https://www.rssc.com/legal/privacy-policy>



The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all EU rights applying to packages. Seven Seas Cruises S. DE R.L. which trades as Regent Seven Seas Cruises will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Seven Seas Cruises S. DE R.L. has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

#### Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Seven Seas Cruises S. de R.L. has taken out insolvency protection with Swiss Re International SE. Travellers may contact the entity or, where applicable, the competent authority ([Click here for list](#) for the name and contact details of the authority relevant to your booking) if services are denied because of Seven Seas Cruises S. de R.L. insolvency.

For the national law implementing EU Directive on package travel and linked travel arrangements 2015 as applicable to your booking [Click here for list](#)