

Pure Amazon EEA Booking Terms & Conditions

BOOKING TERMS & CONDITIONS for cruises booked in the United Kingdom (effective 27 October, 2024)

1. GENERAL TERMS & CONDITIONS

Please read these Terms & Conditions carefully. They include important information you will need to know before you book a Pure Amazon cruise. The following conditions, together with our privacy policy, the relevant information set out on our website and any other written information we brought to your attention before we confirmed your booking, will form the basis of your contract with the Company.

In addition, carriage by Pure Amazon shall be subject to Pure Amazon's own Cruise Contract which is expressly incorporated into these Booking Terms and Conditions and can be viewed at sanctuaryretreats.com.

2. CUSTOMER PROTECTION

The combination of travel services including the cruise itself offered to you is a package within the meaning of the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on Package Travel and Linked Travel Arrangements. We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Directive (EU) 2015/2302, as set out below, and as such, we are responsible for the proper provision of the travel services specifically included in your package. Therefore, you will benefit from all rights applying to packages. The Company will be fully responsible for the proper performance of the package as a whole. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your Confirmation Invoice.

Additionally, as required by law, the Company 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.

3. FINANCIAL PROTECTION

When you have booked a package travel service, which would include a Pure Amazon cruise with Abercrombie & Kent Ltd (the Policyholder) then an insurance policy has been arranged by the Policyholder at their expense in the event of their insolvency. This policy has been arranged through International Passenger Protection Limited with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a

member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

This insurance will reimburse you and anyone else on your booking in respect of:

1. Loss of either deposit(s) or the full price of the accommodation and all travel services or charge(s) paid in advance by you to the Policyholder for Package Holiday or Linked Travel

Arrangements purchased by you that cannot be provided as a consequence of the financial failure of the Policyholder

or

2. The provision of repatriation services by the insurer and additional costs reasonably and necessarily incurred following curtailment of any Package Holiday or Linked Travel Arrangements to enable you to either:

(i) continue with and complete your scheduled Package Holiday or Linked Travel Arrangements. The amount payable under this policy in respect of accommodation is limited to the additional cost incurred by you in securing such accommodation of the same or similar standard as enjoyed prior to the interruption of the Package Holiday or Linked Travel Arrangements; and/or

(ii) return to the country of departure if travel has already commenced and the contract between you and the Policyholder involved the carriage of passengers. The amount payable under this policy is limited to the additional cost incurred by you in respect of the same or similar standard of transportation as enjoyed prior to the interruption of the Package Holiday or Linked Travel Arrangements and, if necessary, the financing of accommodation prior to the repatriation.

HOW TO MAKE A CLAIM – ONLY IN RESPECT OF INSOLVENCY OF THE POLICYHOLDER

Things you must do

You must comply with the following conditions. If you fail to do so, the insurer may not pay your claim, or any payment could be reduced.

1. You must notify IPP giving full details of what has happened quoting the name of your Travel Operator quoting Reference:

IPP UK TOFI V1 22 and by contacting:

FOR EU INSURED PERSONS

Telephone: +31 103120666

Email: ippclaims@nl.sedgwick.com

or online at <https://www.ipplondon.co.uk/claims.asp>

2. You must provide IPP with any other information it may require.
3. You must take all reasonable care to limit any loss.
4. If you are abroad at the time of the Financial Failure of the Policyholder and do not wish to make your own arrangements to get back to your country of departure then the insurer will provide services to assist with your repatriation.

4. CRUISE ONLY ARRANGEMENTS

If you book travel services with the Company that do not include flights, your arrangements are protected under the insurance policy detailed in clause 3 above. This means that in the unlikely event of our insolvency, where your cruise can't be provided, you will receive your money back or, if your cruise has started, arrangements will be made for you to be able to continue as planned.

5. TERMS OF THE CONTRACT

The Pure Amazon cruise arrangements are organised and offered for sale in Europe by Abercrombie & Kent Limited of St Georges House, Ambrose Street, Cheltenham, Glos. GL50 3LG, (“the Company”, “we”, “us” and “our”) trading as A&K Sanctuary which is registered in England under company number 1082430, upon the terms of these conditions.

Carriage is performed by Pure Amazonia, S.A.C (Pure Amazonia or the Carrier) whose ship “Pure Amazonia is registered in Peru.

6. BOOKING PROCEDURE AND DEPOSIT

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

- a. they have read these Terms and Conditions and have the authority to and does agree to be bound by them;
- b. they consent to our use of information and personal data in accordance with our Privacy Policy and are authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. they are over 18 years of age, resident in Europe and where placing an order for services with age restrictions declares that they and all members of the party are of the appropriate age to purchase those services;
- d. they accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

All references to “you” or “your” shall be a reference to all persons who are part of the booking.

Our aim is to provide the right cruise holiday to suit your requirements. You can call us on +44 (0) 20 309 80443 or email reservations.peru@sanctuaryretreats.com. In order to maintain our customer services standards and to assist with the on-going training of our staff, we may record or monitor our telephone conversations or emails with you.

To secure your cruise booking we require a minimum deposit of 20% of the total booking cost - or such other amount as advised by the Company. If you are booking within 60 days of departure then full payment is required at the time of booking. Payment can be made by cheque or by most major credit cards in favour of Abercrombie & Kent Limited. Payment can be made in British Pounds or Euros. If for any reason, we do not accept your booking your deposit will be returned. If you are due a refund, the Company will return the amounts due to the same bank account or credit card that was used when the original payment was made and in the same currency that the Company originally received the funds.

if you wish to extend your stay pre- or post- cruise or make any other arrangements, please put full details in writing at the time of booking. If you do not do so, you will be required to pay the booking amendment fee when changes are made.

Many airlines now require the full name of all passengers travelling. If you book air with us we will therefore ask you at the time of booking to confirm the number of members in your party and to provide us with the first forename (as shown in each passport) as well as the title and surname of each member.

On receipt of your correct deposit, we will book your cruise arrangements and issue a Confirmation Invoice. A contract will come into existence on the date on which we issue a Confirmation Invoice.

It is important for you to check the details on the Confirmation Invoice as soon as you get it, as these set out the services we have agreed to provide. In the event of any discrepancy please contact us (or if you booked via an authorised agent of ours, that agent) immediately. All correspondence and other communications will be sent to the address of the person who made the initial payment unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

If your booking is made through a travel agent, we will address all communications to that travel agent, who will act as agent for you in regard to all communications from us to you. All monies paid by you to a travel agent under or in contemplation of this contract will be held by the travel agent for us until such monies are forwarded to us.

The balance is due 60 days before departure. If it is not paid in time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable.

7. BOOKING AMENDMENTS AND CANCELLATION BY YOU

(a) Amendments by you

The Company will make every effort to assist you if you wish to alter your arrangements, but it may not always be possible. Requests for an amendment must be in writing and signed by the person who made the initial payment. If it is possible to make the amendment, it will be subject to an administration fee of £100 per person,

per change together with all communication charges or other expenses incurred by the Company as a result of the change (including additional supplier costs). These charges will be payable whether or not the Company succeeds in confirming your requested amendment.

Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare. Please note that save for the transfer of a booking, it will not be possible to make changes within 30 days of your departure date. Your request may be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 7(c) below will apply dependent upon the conditions imposed by our suppliers. 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 and the cancellation charges detailed in clause 7(c) will be payable by you.

If you wish to change your arrangements while on your holiday, all costs are payable by you.

Date amendments: Should you wish to amend the date of departure of your trip then the terms outlined in clause 7(a) will apply. The new departure date must be initiated within six months of the original date of departure. If travel commences after six months of the original holiday departure date this will be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 7(c) will apply. If the amended date of departure increases the price

of your trip, this increase will be payable by you.

Destination amendments: Should you wish to change the destination (unless for reasons of unavoidable and extraordinary circumstances outlined below) of your confirmed holiday before departure this shall be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 7(c) will apply.

(b) Transfer of Booking

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than seven days before departure;
- c. you pay any outstanding balance payment, an administration fee per person (see below) transferring, as well as any additional fees, charges or other costs arising from the transfer (including additional supplier costs); and
- d. the transferee agrees to these Terms and Conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 7(c) will apply in order to cover our estimated costs. Otherwise, no refunds will be given for Passengers not travelling or for unused services.

(c) Cancellation by you

All cancellation requests must be made in writing, by the person who made the initial payment. Cancellations are effective on the day they are received by the Company. Recorded delivery is strongly recommended. Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable, depending upon the number of days prior to departure the Company receives your notice of cancellation.

Written advice of cancellation received

Days prior to departure	% of total holiday cost
61 days or more	Loss of deposit
31 - 60 days	50% of total holiday cost
0 - 30 days	100% of total holiday cost

*The administration fee is assessed on a per person basis, double occupancy per suite/guest room and can be used toward a future sailing within twenty-four (24) months of the cancellation date.

We will deduct the cancellation charge(s) from any monies you have already paid to us. Amendment charges are not refundable in any circumstances.

Important note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

Please note that at certain times of year, for example peak season, or for certain products, stricter cancellation conditions may apply. Any such revised conditions will be notified to you prior to booking.

Partial room/cabin cancellation: Should one or more member of a party cancel or leave a journey, it may increase the per person price of those still travelling and you will be liable to pay this increase.

We strongly recommend that you secure adequate travel insurance.

Cancellation by you due to unavoidable and extraordinary circumstances.

You have the right to cancel your confirmed cruise before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your cruise destination or its immediate vicinity and significantly affecting the performance of the cruise holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your cruise destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

(d) Cutting your trip short

If you are forced to return home early, the Company cannot refund the cost of any travel arrangements you have not used. If you cut short your cruise holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of cruise and services provided, the Company will not offer you any refund for that part of your holiday not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment, and we suggest that any claim is made directly with them.

(e) Re-booking following a cancellation

Should you wish to cancel a holiday and re-book an alternative, this will be subject to the cancellation terms within these Terms and Conditions. If the alternative booking requires a greater deposit than has already been paid (after deducting cancellation fees) then the balance between what is required as a deposit and any sums already paid becomes due and payable by you.

(f) Accuracy of information

We check the information which we provide about our holidays very carefully. However, tour, excursion, or cruise itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long-term changes, we will always endeavour to advise you as soon as possible prior to your departure.

This clause 7 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8. AMENDMENTS OR CANCELLATION BY THE COMPANY

(i) Amendments by the Company

Arrangements for the holidays are made many months in advance by the Company. Occasionally for some reasons of force majeure, the consequences of which could not have been avoided even if all reasonable measures could have been taken, it is necessary to make alterations to the arrangements. The Company reserves the right to alter or cancel itineraries, accommodation or other arrangements at any time.

For the purposes of this clause 'force majeure' has the meaning set out in clause 9.

The Company shall not be liable for alteration or cancellation as a result of such force majeure events which are (i) attributable to a third party unconnected with the provision of the cruise or (ii) which are unforeseen or unavoidable or (iii) are due to unusual and unforeseen circumstances beyond the control of the Company, which could not have been avoided with due care or the Company could not have foreseen or forestalled.

The Company may also cancel your holiday contract and give a full refund to you for any payments made for the holiday, without paying any additional compensation if: the number of Passengers booked do not meet the minimum numbers required for the cruise to depart on its itinerary and the Company notifies the Passengers of the cancellation of the holiday contract no later than :

20 days before the start of the holiday in the case of trips lasting more than 6 days

7 days before the start of the holiday in the case of trips lasting between 2 and 6 days

48 hours before the start of the holiday in the case of trips lasting less than 2 days

In the event of a significant alteration prior to departure of an essential term of the Cruise, the Company will inform you of any cancellation or change of itinerary in writing as soon as reasonably possible and you will be offered a choice of:

a. cancelling and receiving a full refund of any monies paid; or

b. accepting the alteration; or

c. booking another Cruise of equivalent or superior quality (you will be responsible for any difference in price), if available or booking another Cruise of a lower quality, if available, with a refund of the difference in price.

The Company shall refund the Passenger within 14 days from the time the contract is at an end.

You must notify the Company of your decision in writing within seven days of receiving the

notification or alteration or such time as may be reasonably stipulated. If we do not hear from you within seven days, or such other time stipulated, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements. The Company will not be liable with indirect or consequential losses.

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below if you do not accept the alternative arrangements we offer you and cancel your booking or if we cancel your booking and no alternative arrangements are available. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Compensation when notification of change/cancellation is sent

Days to departure	Compensation per person
More than 60 days	Nil
31-60 days prior	£ 10
Less than 31 days prior	£ 20

***IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

where the significant alteration is due to:

- a. an event of force majeure; or
- b. not meeting the number of Passengers required for a cruise to proceed.
- c. where we make a minor change;
- d. where we make a significant change or cancel your arrangements more than 60 days before your departure date;
- e. where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- f. where we have to cancel your arrangements as a result of your failure to make full payment on time;
- g. where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

(ii) Cancellation by the Company

We reserve the right in any circumstances to cancel your holiday for any reason. However, we will not cancel your travel arrangements less than 60 days before your departure date except for reasons of force majeure or a failure to obtain the sufficient number of Passengers for the travel arrangements or a failure by you to pay the final balance. If you fail to pay the balance of the holiday price 60 days before your departure date the Company reserves the right to treat your

booking as cancelled and levy the cancellation charges set out in clause 7(c). If the Company is obliged to cancel your holiday in any other circumstances before departure, the Company will use its best endeavours to offer alternative arrangements of equivalent or very closely similar standard and price, if available; travel arrangements of a lower standard and a refund of the difference in price; or give you a full and prompt refund of all monies paid. In addition, unless the cancellation has been caused by force majeure, a failure by you to pay the balance, or insufficient bookings, the Company will pay you compensation as set out in clause 7(c).

If you are due a refund, the Company will return the amounts due to the same bank account or credit card that was used when the original payment was made and in the same currency that the Company originally received the funds.

9. FORCE MAJEURE

Except where otherwise expressly stated in these Terms and Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "force majeure". For the purposes of these Terms and Conditions, force majeure means any event beyond our or our suppliers' control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include weather conditions, deviation of the ship due to emergency medical condition(s) and or obligation to save other ship(s), property or individual(s) or life at sea or other emergency unavoidable and extraordinary circumstances beyond the Company's control, any act of God, war or warlike operations strike, lockout or labour difficulties or shortages, civil commotion, lockout or labour difficulties, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, interference by authorities, requisitioning of the ship, acts or threats of terrorism, perils of the sea, inability to secure or failure of suppliers, including fuel, port services, significant risk to human health such as the outbreak of a serious disease at the travel destination, natural disasters such as floods, earthquakes or any other unavoidable and extraordinary circumstances beyond the control of the Carrier, which make it impossible to travel safely to the destination. Explosion, fire, collision, stranding or floundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings or other technical issues and and/or similar events which are not the fault of us or the Carrier or other supplier(s) concerned.

10. OUR RESPONSIBILITY

The Company accepts responsibility for providing all the elements of the advertised cruise but if it fails to provide what has been booked, you must inform the Company or its representative without undue delay if you consider that any of the services under the cruise holiday contract has not been performed in accordance with the terms of the contract. Failure by you to notify the Company or its representative may be taken into account when determining any price reduction or compensation for damages where such notice would have avoided or reduced the damage.

The Company shall remedy any lack of performance of the services under the cruise holiday contract raised by you unless:

(i) It is impossible to do so, or

(ii) it will incur disproportionate costs, taking into account the extent of the any lack of performance and the value of the contractual service affected.

In respect of a significant alteration of the Cruise after departure, then the Company will make suitable alternative arrangements at no extra cost to you for the continuation of the Cruise. If you do not accept these for good reason or it is impossible to make suitable alternative arrangements, the Company will where possible transport you back to the place of departure or to another place to which you have agreed with us. Compensation will not be payable if the alteration is minor or does not affect the value of the Cruise or if the Company is not able to provide a significant proportion of the package due to an event of force majeure or is otherwise not at fault.

If we make a minor change to your holiday, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of "minor changes" include: alteration of your outward/return flights by less than 12 hours; changes to aircraft type; change of accommodation to another of the same or higher standard; and changes of carrier.

We also deem certain Covid-19 related travel and destination requirements as minor changes in that we do not expect these changes to significantly affect the performance of the holiday or your overall holiday enjoyment. Such changes may include the requirement to wear face masks, make regular use of sanitising stations and maintain social distancing. Some changes may also affect the availability of certain services and facilities. We expect all Passengers to adhere whilst on board the ship to the crew guidance on Covid-19 procedures and to local and national guidance that is in force at the destination and whilst travelling to and from the destination.

11. PRICE POLICY

We reserve the right to alter the prices of any of unsold holidays shown on our website and correct errors in the prices of confirmed holidays. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

The Company is under no obligation to give a breakdown of the costs involved in a holiday.

The Company reserves the right to notify you of an increase in the advertised price before accepting your booking and prices may go up or down. While we do our utmost to avoid such a scenario, due to human or computer error there may on occasion be an incorrect price shown online. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or within seven days of the time of booking, or as soon as reasonably possible. We do have to reserve all our rights in a situation such as this which may include cancelling a holiday if the actual price applicable to the holiday is not acceptable to you. We will, of course, allow you to amend your holiday with us, if you so wish, to an alternative holiday at the correct price.

We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- i. the price of the carriage of Passengers resulting from the cost of fuel or other power sources;
- ii. the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing

taxes or embarkation or disembarkation fees at ports and airports; and

iii. the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators, and any other transport providers.

However, if this means that you have to pay an increase of more than eight per cent of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within seven days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you could show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £100. However, 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.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

12. WHAT IS INCLUDED AND EXCLUDED IN YOUR CRUISE FARE

The cruise fare for all sailings includes all fees, charges, tolls and taxes imposed on the Company and the Carrier by governmental or quasi-governmental authorities as well as third party fees and charges arising from a ship's presence in a harbor or port, normal shipboard services and facilities plus all non-alcoholic beverages, select wines and liquors.

The cruise fare does not include fuel surcharges, other surcharges, airfare and transfers (unless otherwise noted), taxes, gratuities, visa fees, laundry or valet service, or any item or service whatsoever of a personal nature, such as medical treatment, expenses incurred on board or ashore in connection with medical treatment, condition or medical disembarkation, massage, spa services or hairstyling.

All offers may not be combinable with other promotions, are capacity-controlled, subject to availability and may be changed or withdrawn at any time.

All charges for services and products provided on board the ship must be settled in cash, traveller's cheques and personal cheques to limits acceptable to the Carrier or by credit card acceptable to the Carrier and before the guest's final disembarkation from the ship. Any other

expenses incurred by you shall be payable to Pure Amazon on demand and prior to leaving the Vessel.

13. PASSPORTS AND VISAS

All Passengers are required to be on board the ship at least two (2) hours before departure time.

Passengers should carry a full Passport, valid for at least 6 months after the end of your holiday. Visas may be required.

It is your responsibility to ensure that you have valid and appropriate travel documentation including passports and visas for each person travelling with you for eligibility to travel at the time of embarkation and throughout the cruise and the various ports of call for the Cruise. It is your sole responsibility to ensure your legal eligibility to travel. You are advised to check with the appropriate Government authority to determine the necessary documents and travel eligibility requirements. If you or anyone travelling with you become ineligible to travel for any reason, or are travelling without proper documentation, then you will not be allowed to board the ship. Under no circumstances shall the Company or Pure Amazon be liable for any costs, damages or expenses whatsoever incurred by you or anyone else as a result of such denial of boarding.

14. HEALTH REQUIREMENTS AND INSURANCE

You represent and warrant that you and everyone travelling with you are physically and otherwise fit to travel. You are solely responsible for checking with your doctor as to which vaccination or medication are recommended or required for everyone in your booking

Unwed, unrelated couples must be 18 or over to be booked in the same room. Guests aged 17 and under must be in a room either with a parent or authorised guardian over 21 years of age.

The Company and the Carrier cannot accept any responsibility for your failure to comply with the necessary medical, passport or visa requirements. The Carrier and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. You and all persons travelling with you agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. In the interest of health and safety the Carrier may deny boarding to any person who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Where illness is diagnosed on board the vessel you and all persons travelling with you agree that you/they may be required to remain in their cabins for such duration as required by the ship's doctor. Refusal to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. Refusal to remain in the cabin or otherwise reasonably co-operate or follow the Doctor's or Captain's instructions following illness may result in being disembarked at the next port of call. Neither the Company nor the Carrier shall have any liability to you or any person travelling with you in the event of denied boarding or disembarkation. You must pay or reimburse the Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services, including, but not limited to such costs and expenses incurred by or on account of services provided by port agent and other shoreside service providers, including luggage shipping costs.

Passengers may need to sign a COVID-19 acknowledgment attesting to their fitness to travel and agreeing to comply with all health protocols as directed by the Company's staff or the

Carrier's crew during their cruise.

The Company will have no liability for any refunds, compensation, costs, expenses, or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment, curtailment of your holiday, missed transport arrangement and additional accommodation required), in the following circumstances:

- a. Prior to departure, you have been diagnosed or have otherwise been in contact with someone who has been diagnosed with Covid-19 and are no longer able to travel and/or required to self isolate;
- b. After your departure and during your holiday, you have been diagnosed or have otherwise been in contact with someone who has been diagnosed with Covid-19 and are required to self isolate.
- c. You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or any other government body or local authority or fail to submit for testing or assessment when requested to do so and as a consequence you are denied boarding, denied entry to the destination or otherwise denied access to any of your travel arrangements. This includes any requirement to be fully vaccinated (including any and all necessary boosters) and for that vaccination to be valid, in-date and accepted by the country(ies) which you are travelling to.

In response to the Covid-19 global crisis, each destination has implemented their own health and safety measures and precautions in an attempt to combat the spread of the disease. Specific regions, resorts, event organisers and suppliers have also introduced their own health and safety measures in line with government advice (local or national), depending on their capacity and ability to take certain precautions. It is your responsibility to make yourself aware of and comply with the measures that are in place at the travel destination, resort or other accommodation you have booked, Health and safety measures and requirements may also vary for each activity, tour and other excursions and travel arrangements you have booked. These measures may be mandatory, and it is essential that you and any members of your party comply with and respect any local and national health and safety measures throughout the duration of your holiday as you could face penalties for failing to do so. Such measures may include, but are not limited to, social distancing, the use of facemasks both indoors and outdoors, a maximum number of households or people in the accommodation or other facilities and restrictions on the use of certain facilities. They may also include a requirement for you to take a specific Covid-19 test and show a negative result or proof of recent recovery of Covid-19 or show proof of being fully vaccinated (including any and all necessary boosters) and for that vaccination to be valid, in-date and accepted by that specific supplier, destination, resort etc. We will not be liable for any costs, fees, charges or penalties you incur from your failure to comply with any mandatory requirements or measures.

Where possible, we will make you aware in advance of any mandatory measures that are in place at your travel destination and/or in place at any of the travel arrangements that you have booked. However, it is your responsibility to check the measures and requirements that are in place at your travel destination and ensure you are checking these regularly before your departure date. For further information we suggest you visit <https://www.gov.uk/foreign-travel->

[advice](#) and search for the country(ies) you are planning to travel to, as well as the website and/or terms and conditions of your specific travel arrangements.

15. INSURANCE

All Passengers are encouraged to have adequate insurance cover against termination of the contract by you, illness, or the cost of assistance including repatriation in the event of accident, illness or death, loss of luggage. This insurance should also be commensurate to the value of your booking, and cover cancellation and curtailment, all medical expenses including evacuation, personal baggage, personal liability, death and permanent disability, and travel document insurance. If you suffer from a disability or medical condition you should disclose this to the insurers. For those who participate in sports and activities while on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to scuba dive or undertake any other dangerous or sports activities. Please keep your insurance details with you while on holiday.

16. PREGNANCY

If you or anyone travelling with you is pregnant you/they understand and acknowledge that prenatal and early infant care, in particular, may require specialised diagnostic facilities and/or treatment that are not obtainable during the Cruise on board the ship and/or ashore in ports of call. No-one on board is qualified to deliver babies or to offer pre or post-natal treatment and no responsibility is accepted by the Company or the Carrier in respect of the inability to provide such services or equipment.

The Company and the Carrier recommend that pregnant women should seek medical advice prior to travel at any stage of their pregnancy. The Carrier does not have adequate medical facilities for childbirth on board its ships. The Carrier is unable, for reasons of safety, to carry pregnant Passengers who are 24 weeks or more at the start or by the end of the cruise. The Company will not therefore, accept bookings for women who are 24 weeks pregnant at any time during the cruise.

All pregnant women who are less than 24 weeks are required to produce a doctor's letter stating that mother and baby are in good health, fit to travel taking into account the proposed Itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery calculated from both the last menstrual period and ultrasound (if performed). The Carrier cannot carry any pregnant woman who does not comply with this requirement and will refuse passage to any woman who appears to be in an advanced state of pregnancy. Neither the Company nor the Carrier shall have any liability whatsoever in respect of any refusal to carry a pregnant woman.

17. MEDICAL FACILITIES/TREATMENT ON BOARD AND ASHORE

If Passengers have any medical condition which may need emergency treatment, then this must have been disclosed at the time of booking in order for a risk assessment to be undertaken. Passengers may be asked to provide medical evidence to ensure that they can be safely carried. This will be dependent in each case on the extent of illness, mobility, the itinerary, length of

cruise and the structure of the ship. Failure to notify at the time of booking can result in carriage being denied by the Company if reasonable arrangements cannot be made on the date of embarkation to carry the Passenger safely. In those circumstances there will be 100% cancellation charges. If a Passenger is required to remain on board the ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason which is not the fault of the Company, then the Passenger must pay or reimburse the Company for all resulting costs and expenses.

In the event you or anyone travelling with you have to be landed for medical treatment ashore no representations are made regarding the quality of medical treatment at any port of call or at the place at which you are landed. Medical facilities and treatment do vary from port to port. Any cost or expense which is reasonably incurred by the Carrier for or on behalf of yourself or any person travelling with you in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by you/them to the Carrier, whether or not such sum is covered by your/their travel insurance. The Company and the Carrier reserve the right to take any action that they consider appropriate to recover any such costs or expense and You/they agree to fully indemnify and reimburse the Company or the Carrier in respect of such costs and expenses.

In relation to any other medical equipment there are limited storage facilities on board. There are restrictions on the number and type of oxygen cylinders which can be carried in cabins. The ships medical centre cannot refill or supply oxygen cylinders liquid oxygen is strictly prohibited. You must notify the Company prior to booking of any medical or mobility equipment you wish to take on board the ship.

18. CHILDREN/ MINORS

Pure Amazon is unable to accommodate children less than six years (6 years) of age. Any child under the age of 18 must be accompanied by an adult. If the adult accompanying the child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian and received by the Company at least 30 days prior to sailing. Parents can have two related children booked in the same cabin, provided one of them is at least sixteen (16) years of age.

No one under the age of eighteen (18) shall be served alcohol on board the ship.

19. DISABLED PASSENGERS OR PASSENGERS WITH REDUCED MOBILITY

You are asked to provide full details at the time of booking if you or any person travelling in your booking has reduced mobility in order that the Company can consider whether the cruise holiday is generally suitable for persons with reduced mobility.

"Disabled Person" or "Disabled" or "Disability" means any physical or psychiatric disability or other medical condition which affects the Guest's health and or ability to participate in the Cruise.

"Person with Reduced Mobility" means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaption to his particular needs

the service made available to all guests.

The Company and the Carrier's priority is always the comfort and safety of its Passengers as well as complying with the strict legal requirements of the applicable laws. In order to achieve these objectives, any Passengers with a Disability or Reduced Mobility must at the time of booking and before boarding to provide as much detail as possible of the matters given below to the Company/ the Carrier so that the Carrier can consider its obligation to carry the Passenger in a safe and operationally feasible manner, taking into account any issues relating to the design and facilities of the ship or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage which may therefore have an impact on the Passenger's safety and comfort.

You are asked to provide full details if you or anyone travelling with you is unwell, infirm, Disabled or has Reduced Mobility prior to carriage. You/they are also asked to provide full details:-

a)

If the Passenger has any special seating requirements.

b) If the Passenger has need to bring any electrical or other medical equipment on board.

Where Pure Amazon considers that it is strictly necessary it may require a Disabled Person or Person with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Carrier assessing the person's need on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary.

If you or anyone travelling with you has any particular medical conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organised by you/them and at your/their expense. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of specialised care for physical or psychiatric or other conditions.

The Carrier may refuse to carry any person who has failed to adequately notify the Company/the Carrier of any Disabilities or needs for assistance in order for the Carrier to make an informed assessment that the person can be carried in a safe and operationally feasible manner on the grounds of safety.

If you or any person travelling with you become aware between the date of booking the cruise and the date of commencement of the cruise that you/they will require special care or assistance as detailed above then you/they are asked to inform the Company and/or the Carrier immediately so that the Carrier can make an informed assessment whether or not you/they can be carried in a safe and operationally feasible manner. If after careful assessment of your or any person travelling with you their specific needs and requirements, the Company or the Carrier conclude that you/they cannot be carried safely and in accordance with applicable safety requirements then the Company can refuse to accept a booking or the Carrier can refuse

embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety. In those circumstances you will be entitled to request that the Company or the Carrier provide the reasons to you in writing within 5 working days. See also the Complaints section below.

20. MEDICAL EQUIPMENT

It is your responsibility or that of any person travelling with you requiring to bring any medical equipment on board the ship to notify the Company at the time of booking in writing if you/they need to have medical equipment on board and providing details of what type of equipment this might be so that the Company can inform the Carrier in order that the Carrier can ensure that the medical equipment can be carried and/or carried safely.

It is important that you or any person travelling with you contact the manufacturer or supplier to ensure that any medical equipment you/they are intending to bring on board is safe to use. It is your/their responsibility to arrange delivery to the ship prior to departure of all medical equipment. It is your/their responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive. You/they must be able to operate all equipment.

Portable oxygen tanks and oxygen concentrators may subject to space and applicable regulations be used on board, provided that the Company is notified in writing at least 30 days prior to sailing and it has obtained the Carrier's consent in writing in respect thereof. Liquid oxygen is not permitted on board.

21. PETS AND SERVICE DOGS

Pets and other animals, including service dogs, are not allowed on board the ships.

22. SPECIAL DIETS AND REQUESTS

The Company will endeavour, but does not guarantee, to meet any special diet requirements or special requests which you may have. These should be advised in writing at the time of booking.

Some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If you or anyone travelling with you has any known allergies, or is intolerant to any food, you/he/she is required to report it to the Maître d'hôtel as soon as convenient after boarding the ship. It is your/their responsibility to ensure that you/they actively avoid any food you/they are allergic to. The Carrier will take all reasonable care if made aware in writing of any specific food or ingredient that you/they have an allergic reaction to and will assist you within reason to avoid any such food or ingredients if made aware by you/them prior to ordering such food. The Carrier is not under any obligation to prepare or provide special meals for you or anyone travelling with you.

23. SECURITY

Weapons, ammunition, explosives, substances that are hazardous, disabling, or illegal, or any other article that in the opinion of the Master of the ship shall be deemed dangerous, are strictly prohibited aboard the ship. Such additional dangerous articles include, but are not limited to, firearms, stun guns, swords, ice picks or knives. A more comprehensive list of prohibited items

is available through the Carrier from the Company. Any such items shall be surrendered to the Captain at embarkation, and may be disposed of in the sole discretion of the Captain.

You and everyone travelling with you hereby consents to a reasonable search being made of your/their person, luggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of the Captain impair the safety of the ship, be illegal or inconvenience other Passengers on board.

The Carrier endeavours at all times to exercise reasonable care for comfort and safety on board its ships of all Passengers. The Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime, or other potential sources of harm. The Carrier reminds all Passengers that they must ultimately assume responsibility for the activities while ashore and for their other travel choices.

24. HOTEL AND FLIGHT RESERVATION

If you purchase a cruise package the Company may have made arrangements with airlines and hotels which provide services included in the holidays on this website or brochure. Where the hotel is specified you will be booked into this hotel or one of a similar standard. If you chose to travel by air on dates other than those published, a higher fare may apply, and you should be advised by the Company prior to booking. All flights and hotels are confirmed when the booking form and deposit are received. No allocations are held. Full details will be given on the invoice. Business and First-Class air travel can be arranged. Supplements are available on request.

Our flight programme is subject to supplements as applicable at time of booking. Supplements for flight upgrades may be available at time of booking.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual Carrier operating your flight/connecting flight/transfer. We do this by advising you of the Carriers to be used or likely to be used at the time of booking. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change.

In certain circumstances we may require full payment for flights and ancillaries at time of booking, and the amount paid for the flight element or ancillaries of the arrangements at deposit stage may be non-refundable. This will include pre-cruise and post-cruise arrangements. Please enquire at time of booking.

25. OUR RESPONSIBILITY

We will not be responsible or pay you compensation for any personal injury or death unless you are able to provide that it was caused by our negligence or the negligence of our suppliers.

We limit the amount of compensation we may have to pay you if we are found liable for loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind. The maximum amount we will have to pay for any other claims which don't involve injury, illness or death is up to three times the price 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 or your party has not received any benefit at all from your booking.

The extent of the Company's liability will in all cases be limited as if the Company were carriers under the appropriate conventions when it comes to claims in respect of international travel by air, sea and rail, or any stay in a hotel. International Conventions which apply include: in respect of carriage by air, the Montreal Convention 1999 or the Warsaw Convention 1929 (including as amended by The Hague Protocol of 1955 and by any of the Montreal Additional Protocol of 1975); in respect of carriage by sea, EU Regulation 392/2009 relating to the Liability of Carriers of Passengers by Sea in the Event of Accidents ("EU Regulation 392/2009") and the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 ("the Athens Convention 2002"); in respect of rail carriage, the Berne/Cotif Convention 1961; and in respect of carriage by road, the Geneva Convention 1973.

The terms of these conventions are incorporated into and form part of your contract with us. In respect of death or personal injury, the liability of an air carrier under the Montreal Convention and the Warsaw Convention is limited to damage sustained caused by an accident which takes place onboard the aircraft or in the course of any of the operations of embarking or disembarking. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you. You agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

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.

Subject to these Terms and Conditions, if we or our suppliers negligently perform or arrange those services set out in the Confirmation invoice and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Terms and Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

If we make any payment, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must co operate fully with us in seeking recovery of any payment we make and any other assistance we may reasonably require.

Operational decisions may be taken by air and sea carriers and airports and ports resulting in delays, diversions, or rescheduling. The Company has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of force majeure, we are obliged to change or end your holiday after departure, but before the end of your holiday, we will not pay compensation or reimburse you for expenses incurred. We strongly recommend you have adequate travel insurance for your holiday and should claim via your insurance company for any loss or damage to luggage and/or personal possessions. In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to above.

Please note, the Company does not accept any liability for any damage, loss or expense or other sum of any description 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, if it relates to any business or if it is an indirect or consequential loss of any kind.

Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. If the circumstances continue beyond a three-night period, our responsibility under this clause will cease and you will need to claim upon your travel insurance where you are able to do so. Please note that the three-night cap does not apply to persons with reduced mobility, pregnant women, or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes, or weather conditions which make it impossible to travel safely back to your departure point.

Please be aware that the Company accepts no responsibility or liability for any destination that imposes access restrictions or otherwise hinders peaceful enjoyment of destination services and facilities based upon race, gender or sexual preference. The Company will provide general information in line with its obligations, however, you accept that it is your responsibility to thoroughly research your intended destination to ensure that it satisfactorily meets your holiday needs and requirements

The Company's liability, if any, to pay compensation shall be governed by the international conventions which govern such services. This limitation applies whether or not any particular international convention has been signed or ratified by the UK; or as any particular convention may be applicable by the operation of UK Law.

Liability for death and or personal injury and or loss of or damage to luggage in respect of

international carriage by sea is governed by EU Regulation 392/2009 relating to the Liability of Carriers of Passengers by Sea in the Event of Accidents (“EU Regulation 392/2009”) and the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 (“the Athens Convention 2002”).

Carriage by air is governed by the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) and the Montreal Convention 1999 relating to the international carriage of Passengers and their luggage by air. The Montreal Convention may be found at: <http://www.legislation.gov.uk/ukxi/2002/263/contents/made>. The Montreal Convention limits liability in case of death or injury to Passengers for damages arising under Paragraph 1 of Article 17 not exceeding 113,100 Special Drawing Rights (SDR’s) (equivalent to £123,549.00) for each Passenger and limits liability in relation to delay of baggage in case of damage caused by delay as specified in Article 19 in the carriage of persons, the liability of the Carrier for each Passenger is limited to 4,150 SDR’s (equivalent to £4,534). Please note that international conventions limit not only the amount the Company may be liable to pay but also the time within which proceedings against it may be brought. Where there may be no international convention which applies and in the case of loss or damage to personal possessions, luggage or valuables during carriage of any kind is limited to the same amount and in the same manner as that of the actual carrier of whatever kind. No claim for death and or personal injury and or loss of or damage to luggage can be brought against the Company or any carrier otherwise than in accordance with these Conventions and or Regulations in respect of carriage by air and or by sea.

Under EU Regulation 261/2004 you have rights in some circumstances to a refund and/or compensation from your 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. However, reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), 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.

Please also see the important paragraph below headed “Conditions of Carriage”.

Where the Athens Convention 2002, EU Regulation 392/2009 or the 2014 Order or the Montreal Conventions do not apply then the Company shall be under no liability to you at all if the failure to perform or improper performance of any contractual obligation is caused by:

- a) your own fault or the fault of anybody else included in your booking
- b) the failure is attributed to a third party unconnected with the provision of any services contracted for and is unforeseen or unavoidable, or
- c) the failure is due to:
 - i) any unusual or unforeseen circumstances beyond our control, the consequence of which could not have been avoided even if all due care had been exercised; or

ii) an event which the Company or any supplier of services even with all due care, could not foresee or forestall.

iii) if you or any member of your party suffers damage arising out of an activity which does not form part of the holiday arranged through the Company, it will offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided the Company is advised of the incident within 90 days of the occurrence. Where legal action is contemplated the Company's authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to the Company. The Company's costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.

For cruises where the original port of embarkation is in the EU, in the event that the cruise is delayed in departure of one or more nights and you are not on board the ship and have travelled to the port of embarkation for the cruise then in accordance with EU 1177/2010 the Company shall offer Passengers adequate accommodation free of charge for a maximum of 3 nights and up to £ 75.00 per night per person. The Company shall also provide where available suitable snacks, meals and refreshments. No payment shall be made unless authorised by The Company in writing. The Company have no obligation to provide such accommodation ashore where the delay is caused by weather conditions, endangering the safe operation of the ship. The provisions relating to accommodation do not apply after the Cruise has commenced, where the Cruise is cancelled or whether there is a Significant Alteration prior to departure.

26. CONDITIONS OF CARRIAGE AND LIMITS OF LIABILITY

Travel by air, road or air is governed by the Carriers' Cruise Contract which govern the relationship, responsibilities and liabilities as between you and anyone travelling with you and the Carrier. The Cruise Contract is binding and you must read it carefully.

In respect of any loss or damage to property including luggage which are not covered by any international conventions, and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that the Company and the Carrier may have for any such losses or damage will be limited to £500 per Passenger.

International carriage of Passengers and their luggage by sea shall be governed by the Athens Convention 2002 mentioned in paragraph 21 and EU Regulation 392/2009, which may be found at: <http://www.transportrecht.org/dokumente/AthenProt2002e.pdf> and <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF>.

Any liability of the Company and the Carrier for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be solely brought and determined in accordance with the Athens Convention 2002 EU Regulation 392/2009 or where applicable the 2014 Order .

The maximum liability for international sea going cruises is 400,000 SDR's per Passenger per incident (approx. £436,958) or 250,000 SDR's (approximately £273,098).in the case of War and Terrorism pursuant to EU Regulation 392/2009 and the Athens Convention 2002.

Liability for loss of or damage to property (save for medical and mobility equipment which is dealt with in Sections 19 and 21) pursuant to the Athens Conventions and EU Regulation

392/2009 is limited. Cabin luggage is limited to 833 SDR's under the Athens Convention 1974 and 2014 Order (approx. £910.00) and 2,250 SDR's (approx. £2,458) under the Athens Convention 2002 and EU Regulation 392/2009.

In all cases of carriage by sea luggage is assumed to be delivered without damage unless written notice is given by the Passenger within the following periods:

(i) In the case of apparent damage before or at the time of disembarkation or redelivery.

(ii) In the case of damage which is not apparent or loss of luggage, within 15 days from the disembarkation or delivery or from the date any such delivery should have taken place.

Neither the Company nor the Carrier shall be liable for any loss or damage to luggage that occurs outside the course of carriage including any loss or damage before or after the luggage comes into the Carrier's actual possession, custody and control, including, but not limited to, where the luggage is in the possession, custody and control of airlines or other transportation services.

The Carrier provides safekeeping for valuables aboard ship and encourages Passengers to deposit any jewellery or other valuables brought aboard the ship with the Reception Desk staff who will issue a receipt for such valuables. The Carrier provides an in-room personal safe for Passenger's convenience. However, the Carrier shall not be liable for any loss of or damage to money, jewellery, watches, precious stones and metals, securities, financial instruments, tickets and/or other valuables unless they have been delivered to the Reception Desk for safekeeping and a receipt issued in which case the Carrier's liability is limited in sums set out in the Athens Convention 1974 of 1,200 SDR's (approx. £1310.00) and SDR's 3,375 (approx. £3,687.00) under EU Regulation 392/2009 and the Athens Convention 2002. The use of safes on board is not a deposit with the ship under the Athens Convention 1974 or 2002 or EU Regulation 392/2009.

Where carriage is performed on inland waterways and the vessel does not go to sea the liability provisions relating to sea going vessels do not apply to the cruise. In those cases the liability of the Company and the Carrier to Passengers shall be determined in accordance with English law (the Merchant shipping Act) and The Convention on Limitation of Liability for Maritime Claims 1996 (LLMC

96) as amended by SI 1998/1258, a copy of which will be provided by on request or can be found at (<http://www.legislation.gov.uk/ukxi/1998/1258/article/4/made>). The limits for non-sea going Passenger vessels is 175,000 SDR's per Passenger limit (approx. £ 191,169.00). Liability for property claims will be at least 1,000,000 SDR's (approx. £1,092,393.00) under SI 1998/1258 (4)(b)(i)).

The Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels, referred to as the "Strasbourg Convention" with protocols and amendments, applies to vessels sailing on waterways located in the territory of a state party subject to (i) the "Revised Convention relating to the Navigation of the Rhine of 17 October 1868" and (ii) the "Convention of 27 October 1956 concerning the canalization of the Moselle" (Article 15(1) of the Strasbourg Convention: <http://www.ivr.nl/downloads/forms/B2.pdf>). If the Strasbourg Convention applies the limits for Passenger claims are 60,000 SDR's (approx. £65,543.00) per Passenger subject to

a minimum of 6,000,000 SDR's (approx. £ 655,436.00) (see Article 7). The Company's and the Carrier's for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by Passengers shall, in the first instance, be governed by the Convention on Limitation of Liability for Maritime Claims 1996 as amended by SI 1998/1258 or where applicable the Strasbourg Convention. The Company's liability therefore shall not exceed those limitations provided by the said LLMC 1996 and SI 1998/1258 or where applicable Strasbourg Convention or in any further revisions, protocols and/or amendments thereto as shall become applicable. Where the LLMC 1996 or If applicable Strasbourg Convention permits us to apply a deductible, we may apply that deductible.

(The above reference approximate conversion rates are based on exchange rates as of 28 January 2023. SDR's are a monetary unit of the International Monetary Fund and current exchange rate can be found in major financial newspapers).

In respect of any loss or damage to property including luggage which are not covered by any international conventions, and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that the Carrier may have for any such losses or damage will be limited to £500 per Passenger.

All settlements by the Company or the Carrier will be made on the basis of actual cash value (replacement cost, less depreciation) Claims for damaged items will be settled on the basis of cost of repair. No amount shall be paid in settlement of any claim without proof of the actual cash value, or repair cost, as appropriate, arising from the loss or damage. Such proof must be sent to the Company. The Carriers' liability must also be proven before any settlement will be paid. You cannot make a double recovery by making a claim against the Company and the Carrier.

Personal belongings lost while unattended in public lounges or other public areas, whether on board the ship or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, and other acts-of-God are not reimbursable.

The liability of the Company shall not at any time exceed that of any Carrier or supplier. For the purposes of Regulation 261/2004 on compensation and assistance to Passengers in the event of denied boarding and of cancellation or long delay of flights the Company is not an operating air Carrier and not liable to pay compensation under this Regulation.

These liability provisions apply to all Passengers and the relevant provisions of EU392/2009 shall apply to all cruises sold or where the cruise begins or ends in the EU even if the country in which the cruise was purchased is not a signatory. In all other countries the provisions of the Athens Convention 1974 shall apply. This includes US Guests whose cruise does not begin or end or call at any US port.

27. YOUR RESPONSIBILITY

Before making a booking, please consult the travel advice produced by the government of your home jurisdiction, the government who issued the passport and/or visa you intend to travel under, and the government of your destination.

Also ensure you make yourself familiar with the Foreign, Commonwealth and Development

Office advice on staying safe and healthy on your trip: www.gov.uk/travelaware. Advice can change, so always check regularly for the latest updates.

If the Foreign, Commonwealth and Development Office advises that people should not visit a particular country, we will act on this advice.

a. In the event of active government advice and warnings against travel to a specific destination or location(s) of a trip, should the traveller still choose to travel, notwithstanding such travel advisory or warning, the traveller assumes all risks of loss, personal injury, death, or property damage from any event that may arise out of or associated with the travel advice or warnings given.

b. It is important that you check the details on your Confirmation Itinerary when you receive it. In the event of any discrepancy, you should contact the Company or your travel agent.

c. General information concerning passport, visa, and health requirements applicable to UK Citizens is set out in our literature. However, such requirements are subject to change and you must check current requirements before departure. Passports for British Citizens are valid for travel to any EU country up to and including the passport expiry date. Many countries outside of the EU require that Passengers' passports are valid for at least six months after the completion of their journey, and/or contains blank pages (for visas). Please visit gov.uk/foreign-travel-advice for advice by country. Some destinations also require visas and additional documentation and you should contact the Embassy or Consulate of the country which you are planning to visit in good time before you travel, go to visacentral.co.uk to visit Visa Central. You should also contact your medical advisor or a specialist vaccination centre for details of the measures you will need to take prior to departure.

All children should travel on full passports. It is your responsibility to obtain all documents required for your holiday, including passports, visas, health certificates, and international driving licences, to ensure that these are in proper order, and to take them with you. We recommend that if you are travelling with a child (particularly one that does not share your surname or if travelling without one or both parents), you check the entry requirements for your destination. Certain countries have introduced additional requirements, such as documentation that proves your relationship to the child as well as documentation that proves you have permission to travel with them. The Company cannot be held responsible should you or any member of your travelling party be denied entry to a country and the Company does not accept any responsibility or if you incur any other loss due to non-compliance with these requirements. Please consult the travel advice produced by the government of your home jurisdiction, the government who issued the passport and/or visa you intend to travel under, and the government of your destination for further details. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents, or any other failure to meet passport, visa, or immigration requirements. You agree to reimburse the Company 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.

d. Approximately seven days before departure you will receive your air tickets together with other information concerning your holiday. Please ensure that you check the names and flight

timings on your tickets carefully and contact us immediately if you have any queries. The correct timings, using the 24- hour clock system, may have been adjusted since you received your Confirmation Invoice.

e. You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for any delay which is due to force majeure or for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given for lost, mislaid, or destroyed travel documents.

f. Most people go on holiday for rest and relaxation, so if in our reasonable opinion or that of any airline pilot, Master of your cruise, hotel manager, tour leader, or other person in authority, your behaviour is causing danger or damage to property, or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday 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 accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements 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 Carrier, the hotel manager or other supplier prior to departure. 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. The Company cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with the Company.

g. If you lose any personal items while on holiday, please obtain a written report from the police, to help with any insurance claim upon your return.

h. You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our suppliers during your holiday. Should you fail to make such payment at the time the charges and/or costs are incurred, you will be liable to reimburse us for these and you authorise the Company to automatically debit your credit card to the value instructed by the supplier for any such costs and/or charges.

28. INDEPENDENT CONTRACTORS LIMIT OF LIABILITY

The Company shall have no obligation or liability of any kind to you or anyone travelling with you for acts or omissions in connection with or arising out of arrangements with independent contractors or Concessionaires since they are not agents or employees of the Company. Arrangements with independent contractors include, but are not limited to the following:

i) Goods or services sold in retail outlets on board the ship, services or products available for your convenience on board the ship and furnished by barbers, hairdressers, manicurists, masseurs, spa operators, photographers, entertainers, instructors, lecturers and others;

ii) Services, products or transportation provided elsewhere than on board the ship which are

furnished by others in connection with sightseeing tours, pre-cruise and post-cruise tours, excursions and shore trips, including, but not limited to tender service.

Tours, including pre-cruise, post-cruise and other shore excursions, including hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated by the Company or the Carrier and, are not under the operation or control of the Company or the Carrier and the Carrier makes no representation of any kind as to them, and takes no responsibility for them, even if, as a convenience to Passengers, the Company or the Carrier provides an escort. The Company and the Carrier take no responsibility for air or other transportation under any circumstances. Passengers must assume responsibility for their actions while ashore and for their participation in shore activities.

The Passengers shall have no right to any refund and the Company and the Carrier shall have no obligation or liability of any kind to the Passenger for acts or omissions in connection with or arising out of arrangements with independent contractors or Concessionaires since they are not agents or employees of the Company or the Carrier. The independent contractors shall be entitled to charge for any products sold, services rendered or transportation provided to the Passenger either directly or, as a convenience to Passengers, through the Company or the Carrier, for which services the Company or the Carrier is entitled to impose a charge and earn a profit. Refunds will not be given for partially used services. No refund will be made for missed hotel nights or other program features due to airline delays or other factors beyond the control of the Company or the relevant Carrier.

Each Passenger agrees that all rights, exemptions from liability, defences and immunities of whatsoever nature referred to in the terms and conditions and the ticket applicable to the Carrier and the ship, shall in all respects inure also for the benefit of any servant, agent or independent contractor of the Company and the Carrier acting in the course of or in connection with their employment so that in no circumstances shall any such servant, agent or independent contractor as the result of so acting be under any liability to any such Passenger different from that of the Company or Carrier, and for purposes of the agreement contained in this section, each of the Company and the Carrier is or shall be deemed to be acting on behalf of and for the benefit of all persons who are or may be its servants, agents or independent contractors from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract contained in or evidenced by the terms and conditions and the ticket.

29. SHORE EXCURSIONS

When you book an excursion locally you contract with the local company providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions. The Company will, at its discretion, offer advice, guidance, and assistance if you or any member of your party suffer death, illness, or injury arising out of an activity which does not form part of your holiday with the Company, or an excursion arranged locally. Where legal action is contemplated and you want the Company's assistance, you must obtain the Company's written consent prior to commencement of proceedings. The Company's consent will be given subject to you undertaking to assign any costs, or benefits received, and any relevant insurance policy to the Company. We limit the cost of the Company's assistance to you or any member of your party to £5,000.

30. COMPLAINTS

Any problem which may arise during your holiday must be raised immediately with the Purser on board or with the supplier of the service (e.g. airline, hotel etc) and notified to the Company in writing as soon as possible and no later than 35 days from the end of your holiday. If you do not contact Pure Amazon immediately it may jeopardise your complaint. Complaints pursuant to EU Regulation 1177/2010 must be sent to the Company as soon as possible. The Company will investigate and provide its response within 28 days. If you are not happy with the Company's final decision then you can refer your complaint to the supervisory authority in your particular country for Passenger complaints under Regulation 1177/2010.

31. PROMPT ASSISTANCE

If, while you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance, which is not owing to any failure by us, our employees, or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Terms and Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

32. DATA PROTECTION

In order to process the Passengers booking and to ensure that the Passengers' travel arrangements run smoothly and that the Company complies with its legal obligations to perform its holiday contract with the Passengers the Company requires the Passenger to provide personal data relating to all persons travelling on the booking, including children (data subjects). The Company shall collect such personal data in accordance with its privacy and data protection policies <https://www.abercrombiekent.co.uk/privacy-policy> in accordance with the Data Protection Act in accordance with relevant data protection laws including Regulation (EU) 2016/679 which applies from 25 May 2018.

Personal data means any data relating to the data subject, such as name, e-mail, postal address, date of birth, nationality, passport or ID number, bank or credit card details, biometric data for the purpose of uniquely identifying the Passengers, data concerning health for the purposes of monitoring and alert purposes, the prevention or control of communicable diseases and other serious threats to health, including any special needs/dietary requirements, name and communication details of a person to contact in case of an emergency. Special categories of data includes racial or ethnic origin and religious beliefs.

In accordance with its policies the Company shall only seek such personal data as is necessary to comply with its legal obligations (for example immigration and governmental requests) or to perform its contract with the Passengers safely which includes information relating to medical conditions, reduced mobility or any disability which may be relevant to providing appropriate

facilities and or assistance or assessing whether the holiday or any element provided is safe and suitable. Such personal data the Passengers shall provide to the Company may be stored, used, disclosed by transmission or otherwise made available to other suppliers or third parties in order to enable the Company to perform different parts of its contract with the Passengers. The Company will only process any data about the Passengers that is relevant and necessary and where the Company is required to pass the information on to the relevant suppliers of the Passengers travel arrangements such as airlines, hotels, transport companies covering various components of the Passengers holiday with the Company. The Passengers' personal data may be required and provided to security or credit checking companies, public authorities such as customs/immigration or as required by law.

The Company will take full responsibility for ensuring that proper security measures are in place to protect the Passengers' personal data, including the security measures of any company or person processing the Passengers' personal data on the Company's behalf. Where the Passengers' holiday is outside the European Union (EU), controls on data protection in the Passengers destination may not be as strong as the legal requirements in the EU. However the Company will transfer the Passengers' personal data to a third country or an international organisation only if the third country or international organisation processing the Passengers personal data has provided appropriate safeguards, and on condition that the Passengers rights and legal remedies in respect of his/her data are available.

The Company will not pass any of the Passengers' personal/special category data onto any person who is not responsible for any part of the Passengers' travel arrangements or where the request for the personal/ special category data is not necessary for the performance of the Passengers contract with the Company. The Company will retain the Passengers personal data in its archived system for up to 7 years from the last use of such personal data to allow the Company to comply with its legal obligations relating to the bookings and for the additional purpose of defending any legal action brought against the Company in relation to the Passengers' contract with the Company. The Company will only keep the Passengers personal data for as long as it is necessary or is required by law and always in accordance with the Company's privacy policy from time to time.

The Passenger is entitled to seek access to personal data held by the Company in accordance with the Company's policies and to ask the Company to rectify any inaccurate personal data concerning the Passenger or to delete sensitive data subject to the policy and any legal basis on which the Company may object. Passengers may obtain a copy of the personal information held about himself/herself by contacting privacy@aktravelgroup.com

The Company takes the issue of data protection very seriously. In order to comply with its obligations under data protection legislation, the Passenger is required to read and agree to the privacy policy before providing the Company with any information about himself/herself. Failure to do so is a breach of these Terms and Conditions.

It is the Passenger's responsibility to make sure that information which we hold about the Passenger is up to date and accurate. Failure to do so will be a breach of the Terms and Conditions

33. GOVERNING LAW

These Terms and Conditions and any matters arising from it are governed in all respects by the laws of England and Wales. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

KEY RIGHTS UNDER THE DIRECTIVE (EU) 2015/2302

PART 1 General

The combination of travel services offered to you is a package within the meaning of the Directive (EU) 2015/2302. Therefore you will benefit from all EU rights applying to the package. Abercrombie & Kent Limited will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Abercrombie & Kent Limited 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/they become insolvent.

PART 2 Key rights under the Directive (EU) 2015/2302

- 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, has 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 or compensation for damages or both 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 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. Abercrombie & Kent Limited has taken out insolvency protection for packages sold to residents of the European Union by way of insurance arranged through International Passenger Protection Limited with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). Telephone: +31 103120666

Email: ippclaims@nl.sedgwick.com or go online at <https://www.ipplondon.co.uk/claims.asp>. Travellers may contact this entity or, where applicable, the competent authority if services are denied because of Abercrombie & Kent Limited's insolvency.

PART 3 Directive (EU) 2015/2302

You can find a copy of Directive (EU) 2015/2302 here: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015L2302>.