

## BOOKING CONDITIONS



### CUSTOMER PROTECTION

**We recognise how important it is that the advance monies you pay for your cruise arrangements are secure. The laws and Regulations that govern the protection of these monies is complex and confusing so we have clearly set out below, the arrangements in place in respect of all probable combinations of cruise arrangements that you book with or through us:-**

#### **i) Regent Seven Seas Cruises Fly Cruise**

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the fly cruise package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 5584. In respect of all cruise arrangements including flights you will receive a Confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

#### **ii) Arrangements without flights**

If you book arrangements that don't include flights, your arrangements will be protected by way of a bond provided by the Passenger Shipping Association. This means that, in the unlikely event of our insolvency, 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.

#### **iii) 'Cruise only' arrangements**

You may book a 'cruise-only' holiday in conjunction with other services (such as flights, on-shore accommodation and/or ground transfers) which are arranged or provided by a travel agent or tour operator with whom you book and which are sold to you at an inclusive price. In this situation, your contract for your entire holiday including the cruise and all other such services and arrangements will be with your travel organiser and not us. That agent will be obliged under The Package Travel, Package Holidays and Package Tours Regulations 1992 to provide financial security for all the monies you pay to it. Your holiday will not be protected by our ATOL or PSA bond. Instead, you must check that your travel organiser has their own ATOL (if your holiday includes any flight(s)) or other appropriate financial security arrangements to protect all monies you pay to that organiser for your holiday and to repatriate you if already abroad (if applicable) in the event of their insolvency. You should also receive a confirmation invoice issued by the travel organiser showing that they are responsible for providing all elements of your holiday. In the event of insolvency of the travel organiser before we have received full payment from them for the cruise only element of your holiday, your cruise only booking may be cancelled and we will be under no obligation to provide you with that cruise, or any refund or any compensation. In such circumstances, you should seek compensation from the financial security arrangements (if any) that the travel organiser has made. For further information visit the appropriate websites: [www.atol.org.uk](http://www.atol.org.uk) or [www.the-psa.co.uk](http://www.the-psa.co.uk)

### TERMS OF THE CONTRACT

These Booking Conditions, our privacy policy, the general information and any other written information we brought to your attention before we confirmed your booking will form the basis of your agreement with Regent Seven Seas Cruises UK Ltd, Beresford House, Town Quay, Southampton, SO14 2AQ. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

These Booking Conditions apply only to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you. References in these Booking Conditions to "arrangements" mean such holiday arrangements. English Law will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must 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 there and wish to do so.

Where the context admits, these Booking Conditions supplement or replace the General Information and Terms and Conditions to be found in the ship operators U.S brochure for these cruise itineraries and shall be incorporated into these Booking Conditions. In the event of in any inconsistency between these Booking Conditions, the General Information and Terms and Conditions to be found in the ship operators U.S brochure these Booking Conditions shall prevail.

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

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is 21 years of age or over and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.
- d. He/she will be responsible for making all payments due to us.

#### **Accuracy of Prices and Brochure details**

**Important note: the information and prices shown in this brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the brochure information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.**

### **1. BOOKING PROCEDURE & DEPOSIT**

In order to make a booking, please contact your professional cruise agent or Regent Seven Seas Cruises UK Ltd to take an option on space. In order to confirm a booking a deposit of 20% of the cost of the arrangements is payable plus any additional monies payable for flights or hotels in order to confirm airline seats or hotel rooms.

### **2. CONTRACT**

After we receive your booking, and all appropriate payments, if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we despatch this invoice to the party leader or your travel agent. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

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## 3. GUEST INFORMATION

Please note a Guest Information Form (Document Release Requirement) must be completed and returned within seven days of your booking being confirmed. These forms must be completed as part of the booking process as they contain vital guest information. Failure to complete and return these forms could result in the delay of travel documents being sent.

## 4. PRICES & PAYMENT

We offer Free Economy Class air which is: (1) valid for full fare cruise guests (2) applicable to first and second guests per suite only (3) capacity controlled and subject to availability, (4) subject to supplements (5) limited to specific regional airports and airlines. Please enquire at the time of booking.

Full payment of the balance shown on the confirmation invoice is required no later than 70 days prior to departure (100 days prior to departure in respect of World Cruise and segments. For bookings confirmed within 70 days prior to departure (100 days prior to departure in respect of World Cruise and segments) then full payment is required at time of booking. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 10 below will become payable. You must pay for your arrangements in the currency chosen at the time of booking. For flight inclusive bookings, all monies paid to our authorised travel agents for your arrangements with us will be held on our behalf until they are paid to us or refunded to you.

Our policies and procedures are constantly evolving. At time of printing, all those listed in this brochure were correct. We reserve the right to amend the advertised prices of arrangements at any time. We also reserve the right to correct errors in both advertised and confirmed prices. The Company's prices are based on known costs and projections at the time of printing and it does not expect to have to make any changes. However, the Company reserves the right to change prices at any time up to 30 days before departure to allow for variations caused by a) the exchange rates mentioned in the up-to-date issue of this brochure b) changes in transportation costs, including the cost of fuel and, c) government action such as changes in VAT or any other government imposed changes; including dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports. Even in these cases, the Company will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and amendment charges). (Any increase will be calculated by reference to the total cost of the variation to the Company divided by its best estimate of the number of guests likely to be affected, so as to arrive at a per capita increase). If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any 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 14 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

## 5. INSURANCE

All guests must have adequate insurance cover against cancellation, medical expenses, loss of luggage etc and it is the customer's responsibility to ensure that adequate insurance is taken. We would recommend that you contact your travel agent or an independent insurance broker or expert for details of suitable policies. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## 6. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

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

All guests should carry a full British passport, valid for at least 6 months after the end of their holiday. It is compulsory for children to have their own passports. Non-British passport holders should check entry requirements with the countries they will visit during their cruise.

Medical advice changes frequently, and therefore we recommend that guests seek professional medical advice regarding vaccination requirements for their holiday. Please contact NHS Direct on 0845 4647 or MASTA on 09068 224100 or [www.masta-travel-health.com/](http://www.masta-travel-health.com/), and therefore all guests are responsible for ensuring that they conform to passport, visa and vaccination requirements for all countries they will visit during their cruise. Regent Seven Seas Cruises may at certain times deem it appropriate to require the Guest to have specific vaccinations. Details will be advised as soon as possible.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk). We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## 7. GUESTS WITH SPECIAL NEEDS

Except as set out below, our ships have selected suites designated for guests with physical disabilities. Please contact our Reservations Department for further information. You must ensure that you are medically and physically fit for travel, and that such travelling will not endanger yourself or anyone else. At the time of booking (or as soon as possible if the condition arises after booking) you must tell your travel agent in writing about any medical or physical condition which will or may require medical treatment or attention during your holiday or which may or will affect your holiday in any way (including your use of any services or facilities). Please provide as much information as possible. Guests who use wheelchairs must provide their own collapsible wheelchair and may find certain areas of the ship inaccessible. If you would like to bring a motorised wheelchair or scooter on board you must contact our Administration Department at time of booking to provide the dimensions as size limitations may apply and we may not be able to accommodate this request. Certain conditions (for example, use of tenders) may prevent guests with wheelchairs from going ashore at certain ports of call. Guests affected by disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## 8. SPECIAL DIETS & REQUESTS

The Company will endeavour, but does not guarantee, to meet any special dietary requirements or special requests that you may have. These should be advised at the time of booking and detailed in writing to the company. Note: "Strict" Kosher meals must be requested at least 3 months prior to departure, call Reservations for more detailed information and prices. Some requests may incur extra charges. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. Unless specifically agreed by us in writing at time of booking, we can not accept any booking, which is conditional on a special request being satisfied. Such bookings will be treated as normal bookings subject to the above comments on special requests.

## 9. BOOKING AMENDMENT

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist you, we cannot guarantee we will be able to meet any such request. Where we can meet a request, all changes will be subject to payment of an administration fee as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we

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will treat this as a cancellation by you. A cancellation fee may be payable. (see clause 10 of these booking conditions). **Note: Certain travel arrangements, particularly, name, ship, sail date, category of suite or value of your booking may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements).** If you make an amendment that results in a reduction in the price of the booking value, the difference in price will be subject to a charge in line with the percentages and timescales detailed in clause 10. For all minor changes, an amendment fee of £100 per person per booking will be payable together with any expenses (such as airline, hotel or any other suppliers charges) incurred by ourselves or imposed by any of our suppliers. Guests opting to deviate their flight will be required to pay a £50 per person fee plus any applicable fare increases, fees/penalties charged by the airlines.

## 10. BOOKING CANCELLATION

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices. We recommend that you use recorded delivery. All tickets issued must be returned together with the notice of cancellation. We are unable to provide refunds for guests failing to comply with clauses 6, 7 and 8 of these booking conditions.

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

### 10a. CRUISE CANCELLATION

PERIOD PRIOR TO DEPARTURE DATE WHEN NOTICE OF CANCELLATION RECEIVED BY THE COMPANY

#### Cancellation Charges

**All Cruises** (except World Cruises and Segments)

Booking date up to 70 days	(Loss of Deposit)	15% prior to 1 <sup>st</sup> Jan 2011 sail dates, 20% post 1 <sup>st</sup> Jan 2011 sail dates
69 - 30 days	25% of holiday price	
29 - 15 days	50% of holiday price	
14 - 0 days	100% of holiday price	

#### World Cruises & Segments

Booking date up to 91 days	20% (Loss of Deposit)
90 - 75 days	50% of holiday price
74 - 0 days	100% of holiday price

Cancellation charges are strictly enforced.

### 10b. ANCILLARY SERVICES CANCELLATION

#### Cancellation of Ancillary Items

<b>Pre and Post Cruise Hotel Packages</b>	Within 45 days prior to departure	100% fee
<b>Pre and Post Cruise Land Packages</b>	Within 60 days prior to departure	100% fee
<b>Pre-Bookable Adventures Ashore</b>	Within 45 days prior to departure	100% fee
<b>Shore Excursions</b>	Within 36 hours of tour departure	100% fee
<b>Private Transfers</b>	4 days prior to transfer	100% fee
<b>Destination Services Fees</b>	On payment of fee	100% fee
<b>Air Fees (Air Supplement Paid)</b>	On payment of fee	100% fee

**Important Note:- Certain travel arrangements, particularly, name, ship, sail date, category of suite or value of your booking may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements**

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

Changes of holiday date are subject to cancellation penalties. (See clause 9)

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you) providing the replacement satisfies all the conditions relating to the place being transferred, we are notified not less than ten weeks before departure, you pay an amendment fee of £100 per person and meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs.

## 11. ALTERATIONS & CANCELLATIONS BY THE COMPANY

Regent Seven Seas Cruises reserves the right to withdraw and/or cancel a cruise or cruisetour or to make changes in the itinerary and hotel accommodations whenever, in its sole judgment, conditions warrant. Arrangements for the holidays are made many months in advance by the Company. Itineraries may change from time to time, both before and after your sailing departs. We regret we cannot guarantee that ships will call at every advertised port or follow every part of the advertised itinerary. Regent Seven Seas Cruises and the Master of the ship have the right to omit any port(s), and deviate from the advertised itinerary at any time. We must also reserve the right to cancel confirmed bookings. However, we promise we will only cancel your confirmed booking after the date on which the balance of the payment for your arrangements is due where you have failed to make full payment on time or as a result of circumstances outside our control/"force majeure" as defined in clause 12 below. Most changes are minor but occasionally, we may have to make a "significant change". Examples of "significant changes" include the following when made before departure: ; a change of cabin grade to that of a lower official classification for the whole or a major part of your holiday, a change of ship, a change in the length of your cruise by more than 12 hours and a significant change of itinerary missing out one or more major destination substantially or altogether, a change in embarkation or disembarkation port which would significantly affect connecting travel arrangements. In the event of a significant alteration or cancellation prior to departure, the Company will inform you as soon as possible and will offer you the choice of the following options:-

(a) (for significant changes) accepting the changed arrangements or

(b) purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or

(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a significant change or cancel 10 weeks or less before departure, subject to the exceptions below, we will pay you reasonable compensation in the form of a shipboard credit or future cruise credit: We will not pay you compensation where we make a significant change or cancel more than 10 weeks before departure or in the event that (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached – in this case we will notify you by the deadline specified in the details of the holiday in question. We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. Very rarely, we may be forced by "force majeure" (see clause 12) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where services with a higher price than the original are offered by us and accepted by you, the

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difference in price will be deducted from any compensation payable. In no case will we pay compensation if services are offered by us and accepted by you with a higher price than that originally booked with the same itinerary or on the same ship where no additional payment is made by you. If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

### 12. CIRCUMSTANCES OUTSIDE OUR CONTROL

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, mechanical failure, lawful deviation at sea in response to a distress call or other emergency and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure

### 13. OUR RESPONSIBILITY

(1) Subject to these booking conditions, your holiday arrangements will be performed using reasonable skill and care. Also, as long as they were acting within the course of their employment or carrying out work we had asked them to do, we will be responsible if our employees, servants or agents fail to perform your holiday arrangements using reasonable skill and care. Please note that it is your responsibility to show that reasonable skill and care has **not** been used if you wish to make a claim against us. If we, or our employees, servants or agents fail to perform your holiday arrangements using reasonable skill and care, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees, servants or agents acts or omissions affected the overall enjoyment of your holiday), we will pay you reasonable compensation.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which results from: -

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.

(3) The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.

(4) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**

**(a) 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 the amount of excess on your travel insurance policy applicable to claims of this nature per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

**(b) Claims not falling under (a) above or involving injury, illness or death**

The maximum amount we will have to pay you in respect of these claims is twice 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.

**(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel**

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) 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.

- (5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) 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; or (b) any business losses.
- (8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

### 14. CONDITIONS OF CARRIAGE

You agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on your 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. Copies of the Conditions of Carriage of any carrier may be available from our Head Office by arrangement, though reference to and a summary of them will be contained on or with the carriers' tickets which we send you when you have paid for your holiday in full. Carriage by Sea is operated by Regent Seven Seas Cruises whose vessels are registered as follows: M/S Seven Seas Navigator is registered in Bermuda, M/S Seven Seas Voyager is registered in the Bahamas, and M/S Seven Seas Mariner is registered in the Bahamas, on behalf of Regent Seven Seas Cruises Inc, 1000 Corporate Drive, Suite 500, Fort Lauderdale, Florida, 33334, United States of America.

### 15. EXCURSIONS, LAND TOURS, LECTURES & PERSONALITIES

Excursions or other tours that you may choose to book or pay for whilst away are not part of your contract for a package holiday provided by us. All such shore excursions and land tours are operated by independent contractors and we act only as an agent in booking them even where we suggest or recommend a particular supplier and/or feature such excursions in our brochure and/or assist you in any way in booking them.. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We shall not be liable for any loss, injury, death,

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damage or misrepresentation, including but not limited to, loss of enjoyment, disappointment or distress for changes to, or cancellation of any shore excursion or land programmes that do not form part of your fly cruise package booked with us. These independent contractors may impose additional limitations of liability in their own booking terms and conditions. Shore excursions are capacity controlled based on first come first served basis. A supplement will apply on 'Regent Choice' excursions. Requested excursions may not be available at time of booking. Some optional pre- and/or post-cruise land tours, shore excursions or special events are subject to cancellation if a minimum number of participants is not achieved. Guest lecturers, hosted cruises and entertainers are subject to change and/or cancellation without notice.

### 16. TRAVEL ARRANGEMENTS

The Company has made arrangements with airlines and hotels that provide services for our optional travel arrangements. Where the hotel is specified you will be booked into this hotel or one of a similar standard. The prices shown may be revised upwards or downwards at any time prior to confirmation. All flights and land arrangements are confirmed upon receipt of appropriate monies. No allocations are held. Guests are booked onto the scheduled services of IATA carriers. Full details will be given on the invoice once known. Any deviations from the published package should be advised clearly in writing. Air Prices are available flying from London or your preferred Regional airport where possible.

### 17. FLIGHTS

We offer Free Economy Class air which is: (1) valid for full fare cruise guests (2) applicable to first and second guests per suite only (3) capacity controlled and subject to availability, (4) subject to supplements (5) limited to specific regional airports and airlines. Please enquire at the time of booking. We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as we become aware of this. The carrier(s), flight timings and types of aircraft shown and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched and therefore we recommend that all guests contact the applicable air carrier directly at least 72 hours in advance to reconfirm flights and baggage allowance/fees. Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges. Guests opting to deviate their flight will be required to pay a £50 per person fee plus any applicable fare increases/fees/penalties charged by the airlines. Airline tickets can only be issued upon receipt of full payment. Guests are required to provide certain information to the airlines; including passport information and home/destination address details. Please refer to the airlines website. Failure to provide this information at least 72 hours prior to your flight may result in complete cancellation of your air schedules.

Please note the existence of a "Community list" (available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban within the EU Community. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from us. Your rights to a refund and/or compensation from us are set out in clause 11 above. If the airline does not comply with these rules you should complain to the Air Transport Users Council on 0207 2406061 [www.auc.org.uk](http://www.auc.org.uk). This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of their return flight. It is the guest's responsibility to check their baggage allowance for all flights as they may differ. It is also the guest's responsibility to check the departure and arrival terminals on all flights.

### 18. COMPLAINTS

In the unlikely event you have a reason to complain whilst away, you must immediately notify the General Manager on board ship and the supplier of the service(s) in question (if not us). This is to ensure that we are given the opportunity to address and to attempt to resolve any issue you raise. Any verbal complaint must be put in writing and given to the supplier and us as soon as possible. If a problem cannot be resolved to your satisfaction you must write to us no later than 28 days from the end of your holiday. Failure to notify RSSC within this time may mean that the matter can not be properly investigated or rectified and this may affect your rights. We regret we cannot accept liability for any complaints or claims which do not involve death, personal injury or illness, if you fail to notify the complaint or claim in accordance with this clause. Any dispute, between us, which cannot be settled by agreement, may be referred to the Conciliation Service operated by the Passenger Shipping Association (P.S.A). The Conciliation Service is free for you to use. It is not available where the claim solely or mainly concerns physical injury or illness. Other conditions also apply. For further details, visit the PSA's website at [www.the-psa.co.uk](http://www.the-psa.co.uk). If you do not wish to use the PSA's Conciliation Service or the dispute is not resolved as a result of using the Service, you may go to court.

### 19. DATA PROTECTION ACT 1998

Information provided by you to us in connection with your booking(s) will be held by the Company, in accordance with the Data Protection Act 1998 and our Privacy Policy available by writing to us or on our website at [www.rssc.co.uk](http://www.rssc.co.uk) accessible from home page. It will be used for reservations, booking, ticket issue and marketing. You may have a copy of the personal information held about you by writing to RSSC, Beresford House, Town Quay, Southampton, SO14 2AQ. The Company reserves the right to make a charge for supplying you with this information which at the time of printing this brochure amounts to £10.

### 20. BROCHURE VALIDITY

You must ensure that you are using an up-to-date brochure when you book your holiday. We cannot accept any liability whatsoever for any mistakes and/or any incorrect/inaccurate information which results from the use of an out of date brochure.

### 21. REFUSAL OF TRAVEL

If in our reasonable opinion or the reasonable opinion of the Ship's Master or doctor, you are or appear to be unfit to travel for any reason or a risk or a danger to yourself or a danger to others or behave in such a way as to cause or likely to cause danger, upset or distress to any third party or danger to property. In this situation we are entitled without prior notice to refuse to allow you to travel on any ship and to terminate your cruise holiday at any time. You may then be left at any port or place at which the ship calls without our incurring any liability. You will have to pay any costs, expenses or losses suffered as a result, and we will not pay any compensation or give you any refund. Once your holiday has been terminated in this manner, we will not have any further responsibility towards you. The same right to refuse to allow you to travel or to use any services applies where you are or appear to be unfit to travel or otherwise behave badly as set out above during any other part of your holiday.

All information herein is correct at time of going to print.

Revised 28 June 2010