YOUR CONTRACT WITH FRED. OLSEN CRUISE LINES

These Terms and Conditions are correct as at the date of publication of this Brochure. Your booking will be subject to the most up-to-date version, which can be found at www.fredolsencruises.com/Terms-and-Conditions

These terms and conditions should be read carefully.
Any booking for a Fred. Olsen Cruise Lines Ltd. ("FOCL") cruise holiday is accepted subject to these terms and conditions. Please inform FOCL (as defined below) directly if, prior to making a booking, you wish to raise any objection to any part of these terms and conditions ("the Conditions").
Please note that where a FOCL cruise is sold by another holiday operator, the terms and conditions of your contract with that holiday operator apply to the whole holiday. However, in such circumstances we will allow you to embark and will carry you on our vessel on the basis that the Conditions in paragraphs 7 to 10, 12, 13, 15 to 19, 21 to 23, 25 and 27 to 28 will apply as shipboard rules.

Definition and Interpretation

Definition

"Booking" / "Booked" means the Passenger's booking of a Holiday.
"Cabin" means a cabin or room on board a vessel.
"Contract" means an accepted Booking by FOCL in accordance with paragraph 2.1 made between FOCL and the Passenger in accordance with these Conditions.
"Departure Date" means day one of the Holiday as notified to the Passenger at the time of Booking and as amended from time to time at the sole discretion of FOCL in accordance with these Conditions.
"FOCL" means Fred. Olsen Cruise Lines Limited with company number 02672435 and whose registered office is located at 2nd Floor, 64-65 Vincent Square, London, SW1P 2NU.
"Force Majeure" means an unusual and unforeseeable event outside of the control of FOCL and includes but is not limited to war, threat of war, piracy or threat of piracy, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics including but not limited to incidents of infectious or other diseases or illnesses, unavoidable and unforeseeable technical problems with transport for reasons beyond FOCL's control or that of any suppliers of FOCL, deviation at sea in response to a distress call or other emergency, closed or congested airports or ports, adverse weather conditions or adverse sea states, failure of power supplies, Passenger suicide or attempted suicide or a Passenger's deliberate exposure to unnecessary danger (except in an attempt to save human life) or the consequences of participating in an unusual or dangerous activity.
"Holiday" means any FOCL cruise holiday offered from time to time including flights where indicated but excluding any tours.
"Passenger(s)" and/or **"you"** means a person who has entered into a Contract with FOCL for the supply of a Holiday and includes any specified person who will be participating in the Booked Holiday.
"Price" means the price of the Holiday including / excluding those items as set out in FOCL's Holiday brochure (as published and amended from time to time) or other promotional literature. The Price is non-refundable except as set out in these Conditions.
"Shuttle Transport Services" means any form of transport offered to Passengers provided by a third party which may be available to Passengers in certain ports.

Interpretation

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
(b) a reference to a party includes its personal representatives, successors or permitted assigns;
(c) a reference to a statute or statutory provision:-
(i) is a reference to such statute or statutory provision as amended or re-enacted; and
(ii) includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
(d) a reference to "writing" or "written" includes faxes and emails.

1. How to book

1.1. A Booking of a Holiday can be made with your travel agent or directly with FOCL Telephone: 0800 0355 105, Telefax: 01473 292410, Website: www.fredolsencruises.com (as amended from time to time). Prior to making a Booking you should ensure that you have read and are prepared to accept these Conditions, and have available the information required to make the Booking.

2. The Contract

2.1 Once FOCL has accepted the Booking and all payments due at the time of making the Booking, (including the deposit and, where applicable, the full balance of the Price), a Contract between you and FOCL exists subject to these Conditions and covers the person or entity making the Booking and each and every Passenger in respect of whom the Booking is made (collectively referred to as 'you' in these Conditions). Unless expressly agreed by FOCL, the parties specified under a Contract as being the "Passengers" for the purposes of the Holiday may not be altered at any time. In addition the Holiday under a Contract cannot subsequently be amended or transferred to a lower priced Holiday other than as set out herein. Bookings must be accepted by FOCL and cannot be accepted by any third party.
2.2 FOCL has the right to refuse to accept any Booking even if the deposit and the full balance of the Price have been paid by you.
2.3 FOCL is a bonded tour operator with ABTA Limited (No. W0637) meaning that when you buy a holiday that does not include a flight, protection is provided by way of a bond held by ABTA Limited.
2.4 In respect of a holiday that includes a flight, FOCL holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (the "CAA") (ATOL No. 5016) and as such, FOCL is a member of the ATOL Scheme (in Ireland FOCL is bonded as a tour operator and holds a Tour Operator's Licence No. To212 issued by the Commission for Aviation Regulation). All the flights and flight-inclusive Holidays sold by FOCL that are subject to these Conditions are financially protected by the ATOL Scheme. When a Passenger pays for a flight or flight-inclusive Holiday, they will be provided with an ATOL certificate. If they are not provided with one, they are entitled to ask for one and one shall be provided. The Passenger should check the ATOL certificate to ensure that everything they booked (flights, hotels and other services) is listed on it. The ATOL certificate also lists what is financially protected under the terms of the ATOL Scheme and where the Passenger can get information on what this means and who to contact if something goes wrong. Further information on the ATOL certificate not contained in these terms and conditions can be found at www.atol.org.uk/ATOLCertificate.
2.5 For the avoidance of doubt, any additional products that are not FOCL products, whether supplied by an agent or tour operator or purchased from a third party directly, are not covered under FOCL's ABTA bond or FOCL's ATOL licence. FOCL has no liability or responsibility to the Passenger in respect of such additional products sold via their agent or brought directly by them.
2.6 FOCL, or the suppliers identified on the Passenger's ATOL certificate, will provide the Passenger with the services listed on the ATOL certificate (or suitable alternatives). In some cases, where neither FOCL nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide the Passenger with the services they have bought or a suitable alternative (at no extra cost to the Passenger). The Passenger agrees that in those circumstances the alternative ATOL holder will agree to perform those obligations and the Passenger agrees to pay any outstanding money to be paid by them under their contract with FOCL to the alternative ATOL holder. However, the Passenger also agrees, that in some cases it will not be possible to appoint an alternative ATOL holder, in which case the Passenger will be entitled to make a claim under the ATOL Scheme (or their credit card issuer where applicable).
2.7 If FOCL, or the suppliers identified in a Passenger's ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) the Passenger under the ATOL Scheme. The Passenger agrees that in return for such a payment or benefit, they assign absolutely to those trustees any claims which the Passenger has or may have arising out of or relating to the non-provision of the services, including any claim against FOCL, any travel agent (or the Passenger's credit card provider, where applicable). The Passenger also agrees that any such claims may be reassigned to another body, if that other body has paid sums the Passenger has claimed under the ATOL Scheme.
2.8 Any Cabin, room or seat Booked or notified under a Contract may be changed to another of equivalent or higher standard at the sole discretion of FOCL or any other party acting as operator or carrier.
2.9 The Contract constitutes the entire agreement between FOCL and the Passenger and unless otherwise stated in these Conditions supersedes all other agreements, oral or written.
2.10 Where organised tours, Shuttle Transport Services, excursions or programmes are available during a Holiday, they are not part of the Contract, unless otherwise notified by FOCL. Where FOCL makes such tours available, it does so as agent for the operator of the tours and any amount paid is not part of the Price, whether or not the tours are booked or paid for at the same time as, or before or during, the Holiday. However, should FOCL, its employees, servants, agents or sub-contractors, the owner and operator of the vessel or any other person involved in the supply of services in connection with this Contract be deemed to have any liability in connection with such tours, this shall in all cases be subject to these Conditions. Tours operate subject to minimum numbers of participants. If any tour does not operate, a refund of any money paid in advance may be made but otherwise, no compensation shall be payable.
2.11 Where flights are taken in conjunction with a Holiday by a Passenger but are booked / purchased independently of a FOCL Holiday, then they are not part of the Contract and FOCL has no liability whatsoever in respect of such booked flights.
2.12 Holidays are planned far in advance and the Contract is for the Holiday Booked subject to alterations that may be made as a result of events, changes of circumstances or other factors that have occurred or arisen since the Holiday was planned. This is dealt with further below under paragraph 6 ("Alteration and Cancellation by FOCL").
2.13 The person making the Booking (the "Lead Passenger") warrants that they are over 18 years of age and have authority to contract and accept these Conditions on behalf of all those in respect of whom the Contract is made. The Lead Passenger shall be ultimately responsible for all payments due for the relevant Booking (whether or not the Passengers within the group are paying separately). FOCL, its employees, servants (including medical staff), agents and subcontractors, the owner and operator of the vessel and any other party involved in the supply of services in connection with this Contract shall all have the benefit of all rights, exemptions and limitations in these Conditions. In no circumstances will the total liability of all such parties exceed that of FOCL.
2.14 It is the sole responsibility of the Passenger to ensure that they check in on time for the Booked Holiday and allow plenty of time for doing so. It is the sole responsibility of the Passenger to ensure that they check in on time for any flights to / from the vessel including any interconnecting flights. Passengers are solely responsible for checking with regard to any flight delays or cancellations.
2.15 Passengers travelling independently, or via another tour operator, or who have chosen not to use FOCL flights, or to embark/disembark at different ports to the scheduled itinerary, will be required to vacate their Cabin and disembark the Vessel between 0900 to 0930 hours on the morning of disembarkation or earlier if FOCL or the local authorities deem it necessary.

3. Deposit, alterations and final payment

3.1 Subject to clause 3.8, a deposit of 15% of the Holiday price (or 100% for anchor fares) must be paid to FOCL at the time the Booking is made. Other payments may also be due at the time of Booking. Money paid to a travel agent for a Holiday is held as agent for FOCL, whether or not that travel agent is otherwise acting as your agent or as agent for FOCL. However, payment to or acceptance of any money by a travel agent or other third party, even if an agent of FOCL, does not constitute acceptance of a Booking by FOCL. Prior to acceptance of the Booking and all payments then due, FOCL has no obligation to the Passenger and may return or authorise the return of any payments made with no penalty and without providing a reason.
3.2 In the event that a Passenger's name is mis-spelt upon booking, this may be corrected free of charge within 14 days of the date the booking was taken. Thereafter, a charge of £100 will be incurred. In the event that a Passenger is prevented from proceeding with a Holiday, that Passenger shall be entitled to change the name of the Passenger travelling on the Holiday to the name of a replacement Passenger ("Replacement Passenger"), subject to providing FOCL with reasonable notice (in no circumstances less than 35 days) of such name change. FOCL will have no obligation to agree to a name change unless the Replacement Passenger meets and agrees to comply with all conditions that the original Passenger was subject to. Name changes will be subject to a minimum administration fee of £100 per change, and the Passenger and Replacement Passenger will be jointly and severally liable for this fee and any additional costs incurred by FOCL as the result of the name change. By way of example, with regard to fly-cruises, any associated costs imposed by the airline will also be payable by the Passenger/ Replacement Passenger. Please note that some airlines and other transport providers may not allow name changes and/or departure detail alterations such as date and time changes. Most airlines and other transport providers treat name and departure detail changes as a cancellation and charges may apply. In the event that the airline or other transport provider treats any such change as a cancellation, FOCL also reserves the right to treat the flight element of any Holiday as cancelled and the cancellation fees set out in clause 5 will then apply. For the avoidance of doubt, under no circumstances may a Passenger resell a Holiday for a sum greater than the full price paid for the Holiday by the Passenger.
3.3 A request to transfer the Holiday under your Contract to an alternative Holiday may, in FOCL's sole discretion, be accepted by FOCL on one occasion provided it is made more than 90 days before the Departure Date, or 180 days before the Departure Date for a Long Cruise (as defined at clause 3.8 below). Where a transfer to an alternative Holiday is accepted by FOCL, any payments received in respect of the original Holiday shall be held as the initial deposit payable upon booking for the alternative Holiday, even where they exceed the figure that would otherwise be payable as a deposit for the alternative Holiday. Where the alternative Holiday is cancelled, the cancellation fee will be the higher of the deposit held by FOCL and the cancellation fee that would apply in accordance with clause 5.1 below. Where a request is made in accordance with this clause 3.3 within 90 days of the Departure Date, or 180 days for a Long Cruise, or more than one request is made, or where FOCL has refused a request for a transfer, this will be treated as a cancellation and the cancellation fees set out in clause 5 will apply. If an alteration would result in a reduction of the Price of the Holiday under the Contract of more than 25% then this will be treated as a cancellation (please see paragraph 5 ("Cancellation by You") which sets out further details). This clause 3.3 also applies to Save a Sail offers (see brochure or contact FOCL's administration department for more details).
3.4 Subject to clause 3.6, FOCL must be in receipt of cleared funds for the balance of the Price due no later than 90 days before the Departure Date, for all Holidays (or such earlier date or time as specified at the time of making the Booking). For any Holidays

Booked after this date, the full Price is due and must be paid at the time of making the Booking. Special payment conditions may apply to special or discounted Prices. If, for any reason, any payment due after Booking is not received by FOCL by the date due, FOCL has the right to cancel the Contract, retain the deposit paid and charge a cancellation fee of the amount shown in the scale under paragraph 5 ("Cancellation by You") applicable at the date of FOCL's decision to cancel. If, after a Booking is made via an agent, FOCL has reason to believe that the agent may be unable to meet its financial obligations then FOCL has the right to move the Booking / Contract to another agent or take the Booking / Contract on directly.

3.5 Where a Passenger has made a Booking directly with FOCL, such Booking may not be transferred to a travel agent unless the following criteria all apply:

3.5.1 The Booking was made on board a FOCL Vessel;

3.5.2 The Booking is transferred on board a FOCL Vessel; and

3.5.3 The travel agent to whom the Booking is transferred is approved by FOCL at the time of the transfer.

3.6 A 1.5 % surcharge will apply to payments for any Booking made by credit card. FOCL cannot accept American Express cards for any transaction.

3.7 For all special offer holidays, for example (but not limited to) Anchor Fares, 2 for 1 offers, BOGOF deals and Special Saver Fares, the full Price is payable at the time of the Booking.

3.8 For cruises of 28 days or longer (a "Long Cruise"), the following deposits will be payable:

3.8.1 15% of the Holiday price at the time the Booking is made; and

3.8.2 15% of the Holiday price 180 days before the departure date. Where a Booking is made within 180 days of the departure date, a non-refundable deposit of 30% of the Holiday price will be payable upon booking. The balance for such bookings will be payable 90 days prior to departure.

4. Prices and other charges

4.1 Prices are based on operating costs and market conditions at the date they are published and may be revised upwards or downwards at the discretion of FOCL at any time.

4.2 Once you have made a Booking, no increase or decrease in the Price will be made except as follows:-

4.2.1 If there is an increase or decrease in the cost of providing any Holiday under a Contract of more than 3% caused by an increase or decrease in: transportation costs, including the cost of fuel; dues, taxes or fees for the services imposed by third parties not directly involved in the performance of the Holiday, including tourist taxes, landing taxes and embarkation and disembarkation fees at ports and airports; or exchange rates, then a surcharge may be levied and may include an amount to cover agents' commission or a refund may be provided. In no circumstances shall any increase exceed 10% on top of the Price quoted at the time of your Booking. If a surcharge is made it will be demanded in writing. Failure to pay a surcharge within 14 days may be treated as cancellation by you of the Contract in which case a cancellation charge of the amount shown under paragraph 5 ("Cancellation by You") applicable on the date of FOCL's decision to cancel will be made.

4.2.2 No surcharges will be charged less than 30 days before the Departure Date but Bookings received within this period may be charged at the published price plus any surcharge arising up to the date of that Booking.

4.2.3 Similarly, if there is a decrease of more than 3% in the costs of providing any Holiday under a Contract (as per paragraph 4.2.1) then any decrease over 3% will be passed on to you.

4.3 Most port and airport charges and taxes are included in the Price of the Holiday. Where these are not included, you will be advised separately. Some overseas charges and taxes may have to be paid locally by you.

4.4 Medical services provided on board are outside the scope of the UK National Health Service and a charge is made for these services, for drugs and other medical provisions including repatriation costs in accordance with paragraph 10 below.

4.5 All accounts for services and goods provided on board the vessel and any other amounts due which are not included in the Price of the Holiday, including amounts for tours, Shuttle Transport Services, excursions and programmes, medical services must be settled before you leave the vessel. A 1.5% surcharge will apply to payments made by credit card. All on board accounts must be settled in full (without any set-off or counterclaim including any claim for compensation) before you leave the vessel. An administration charge of £75 will apply if you fail to fully settle your on board account before you leave the vessel. Liability for joint on board accounts shall be joint and several between the Passengers responsible for such on board accounts. In the event that a Passenger fails to settle his/her on board account on or before completion of the Holiday, FOCL reserves the right without prejudice to any other remedies FOCL may have under these Conditions or otherwise, to cancel any future Bookings the Passenger may have made with FOCL and to set off any sums owed to FOCL by the Passenger against any sums due to the Passenger from FOCL. Failure to settle on board accounts may also result in legal action against the Passenger or Passengers in question.

5. Cancellation by You

5.1 Subject to clause 5.2, you may cancel your Contract subject to notice to FOCL in writing and payment to FOCL of a cancellation fee. Unless an alternative cancellation fee has been set out elsewhere in these T&Cs (see for example clause 3.3 above), cancellation fees will be calculated in accordance with the following scale:

Number of days before departure	Cancellation fee being a % of the Contract Price for the Holiday
91 days or more (181 days or more for Long Cruises only)	15%
180 days – 91 days (Long Cruises Only)	30%
90-57 days	60%
56-42 days	75%
41-16 days	85%
15 to 0 days	100%

The effective date of cancellation is the date of receipt by FOCL of written notice to cancel. For the avoidance of doubt, these charges will apply whatever the reason for your cancellation, including illness, incapacity, death or any other intervening event. If you have already started your Holiday but are unable to continue for any reason whatsoever including repatriation, illness, incapacity, death, or any unavoidable and extraordinary event occurring at the destination or its immediate vicinity significantly affecting the Holiday, FOCL may resell any unused services or accommodation, and no refund will be payable to you.

5.2 Cancellation of special offers, for example (but not limited to) Anchor Fares, 2 for 1 offers, BOGOF deals, 3 for 2 offers will incur the following cancellation fee:

Number of days before departure	Cancellation fee being a % of the Contract Price for the Holiday
Anytime after Booking made	100%

5.3 Cancellation fees may be insurable. It is the Passenger's responsibility to make any such claim under the terms of his/her insurance policy. Holiday insurance premiums cannot be refunded in the event of cancellation.

5.4 Cancellation of land tours or scheduled air upgrades/ deviations purchased as add-ons to "Grand" and "World Voyages" (including sectors) will incur 100% charges to the third party supplier if cancelled within 90 days of your Departure Date.

6. Alteration and cancellation by FOCL

6.1 FOCL reserves the right to cancel any Holiday at any time on the giving of written notice to the Passenger. In any such instance the terms of the ABTA Code of Conduct will apply. Your statutory rights are not affected.

6.2 Published Holiday details in FOCL brochures and any notified Holiday details to you at the time of placing your Booking may be subject to alteration after the Contract arises as a result of events, changes in circumstances or other factors that have occurred or arisen since the Holiday was originally planned by FOCL. FOCL's priority is to provide you with the Holiday you Booked under your Contract as far as possible for its duration. Alteration may include (without limitation) omitting, substituting or adding ports of call, restricting the availability of any on board facilities and services available at any time or otherwise changing the itinerary (including routing of the cruise ship or flights and port of embarkation and disembarkation), schedule, cruise ship or other arrangements that form part of the Holiday. Alteration of the Holiday may (without limitation) be made of necessity due to for example an outbreak of an infectious disease or because it appears to FOCL desirable for the safety, comfort or enjoyment of Passengers or the operational efficiency of the Holiday. Where possible and appropriate FOCL will try to ensure that any changes are as limited as practical and do not take place within 14 days of the Departure Date unless due to a Force Majeure event. Such alteration will not amount to a significant alteration of the Holiday under the Contract.

6.3 Where before the Departure Date it becomes impossible to provide your Holiday (even by making changes) due to an event of Force Majeure, then FOCL will give notice of cancellation of the Holiday as soon as practicable and you will be offered a refund of all monies paid under the Contract or where possible the choice of a replacement Holiday of equivalent value.

6.4 FOCL has the right up to 90 days before the Departure Date to cancel any Holiday under a Contract or any part of it because the minimum number of Passengers needed has not been achieved.

6.5 It is a condition of this contract that the Passenger will act in good faith towards FOCL at all times. In the event that the Passenger breaches this clause 6.5, FOCL shall have the right to treat the Contract as repudiated, and to terminate the Contract immediately.

6.6 Where after the Departure Date it becomes impossible to provide any part of a Holiday under a Contract due to an event of Force Majeure, FOCL or any other party acting as operator will make suitable alternative arrangements at no extra cost to you. If this is not possible equivalent transport will be provided back to the place of departure or on to the final destination and where the Holiday is curtailed, then for each whole day lost you will be reimbursed an amount equivalent to the daily cost of the cruise part of the Holiday.

6.7 Where delay occurs during the Holiday due to fault on the part of FOCL or any other party acting as operator then alternative arrangements will be made where required to ensure the continuation of the Holiday.

6.8 In the event of cancellation, alteration or delay (including prolongation of the Holiday) FOCL will not be responsible for individual circumstances or arrangements, or any losses arising from individual circumstances or arrangements.

7. Conduct, safety and security

7.1 If it appears before or during your Holiday that you are or are becoming for any reason unfit to travel or likely to endanger or prejudice the health or safety or comfort of yourself or anyone else, including, without limitation, as a result of any excessive alcohol consumption, then a duly authorised representative of FOCL or any other party involved in the supply of services under this Contract may transfer you from one Cabin or seat to another or restrain, confine or otherwise deal with you as may be considered necessary or refuse to embark or disembark you at any port or place. In such circumstances, you will not be entitled to any refund, compensation or contribution to or reimbursement of travel costs or expenses of any kind and you shall be liable to pay any fines, losses, compensation or other amount due to any third party. In no circumstances shall FOCL have any liability for prevention of boarding of any form of transport due to a decision made by any party other than FOCL.

7.2 FOCL has the right to make, enforce and change (without prior notice) rules and policies for the conduct of Passengers on board relating to matters including, but not limited to, dress, behaviour, alcohol and food. No animals, dangerous articles, or controlled or prohibited substances may be brought on the Holiday and/or vessel. Abusive or violent behaviour towards FOCL staff, or the consumption of excessive alcohol will not be tolerated and FOCL reserves the right to require any Passengers that it reasonably considers to have been involved in such behaviour, to disembark the vessel at the next port of call. For the avoidance of doubt, in such circumstances, FOCL shall have no liability to the Passenger for any costs incurred as result of the requirement to disembark, including without limitation, accommodation costs and further travel costs.

7.3 For your safety and security, or that of other Passengers, it may be necessary for servants or agents of FOCL to search Passengers, their Cabins or their luggage. You will allow this to take place when authorised by the Captain or a security or other officer of the vessel, and you agree to follow any instructions or orders in this regard.

7.4 You will be responsible for any loss or damage caused by you during the Holiday to any property or person or other third party or FOCL, no matter how that loss or damage is caused. If you cause such loss or damage then FOCL may require you immediately or at any time to pay to FOCL an amount sufficient to cover, or on account of, any loss or damage so caused.

7.5 You confirm your agreement to the use of CCTV throughout FOCL ships, and in public areas at ports and terminals. This is for the safety of Passengers and crew. CCTV images may be retained by FOCL for a reasonable period of time, strictly for security purposes only. CCTV will not be in operation in areas such as toilets or private Cabins.

7.6 FOCL reserves the right to restrict the use of recording and photographic equipment by Passengers, in circumstances where FOCL deems its use to be invasive or inappropriate to FOCL, its Passengers or crew. FOCL reserves the right to confiscate such equipment from Passengers, to be returned at the end of a cruise. In the event that a Passenger refuses to surrender such equipment upon demand, FOCL may require them to leave the ship.

7.7 Please read our Guest Conduct Policy which is available on our website and, together with the Conditions, forms part of your contract with us.

8. Liability

8.1 The liability of FOCL and any other party that may be involved in the supply of services in connection with this Contract may be limited by international conventions including those relating to carriage by sea and air, in the case of carriage by sea, including the Athens Convention 1974 (as amended), carriage by air, including the Warsaw Convention 1929 (as amended by The Hague Protocol 1955) or the Montreal Convention 1999 or otherwise and hotel stays, including the Paris Convention 1962, and in the case of all such conventions, any applicable Protocols or other amendments as made from time to time. Where these or any other conventions apply to any service or accommodation supplied during any part of the Holiday, whether or not directly supplied by FOCL, then insofar as FOCL may have any responsibility or liability, the limits of liability afforded by such conventions apply to FOCL and any liability or responsibility of FOCL shall be determined accordingly.

8.2 Save as provided otherwise in these Conditions, all arrangements for the provision of transport of Passengers, their luggage and personal property, accommodation and other services are in addition to these Conditions subject to the rules, regulations, and Conditions of airlines and owners or operators of any other ship or vessel used and all other services such as transfer operators, hotels, etc. These are deemed to be expressly accepted by the Passenger and are herein expressly incorporated into the Contract.

8.3 Unless otherwise provided for by force of the law or in accordance with these Conditions the liabilities, obligations and responsibilities of FOCL and any other party involved in the supply of services in connection with these Conditions shall be limited

in accordance with the limits applicable to a carrier under the Athens Convention 1974 (Carriage of Passengers and Luggage by Sea), as modified and set out in parts I and II of Schedule 6 of the Merchant Shipping Act 1995 (together the "Convention").

8.4 The liability of FOCL or any other party that may be involved in the supply of services in connection with these Conditions for death or illness of, or personal injury to, any Passenger, or the loss of or damage to the luggage of any Passenger is limited to the maximum amounts specified in Articles 7 and 8 of the Convention save in the case of valuables (as defined in Article 5 of the Convention) where no liability is accepted unless such valuables have been deposited with the carrier for the agreed purpose of safe-keeping, in which case liability will be limited as provided for in Article 8(3) of the Convention. Please see paragraph 9 below which sets out further details in relation to luggage claims.

8.5 No responsibility is accepted for loss or damage caused to you by failure to perform the Contract, or improper performance of these Conditions, where the failure or improper performance happens without fault on the part of FOCL or other operator or supplier of services included in the Holiday Contract because:

(i) it is attributable to your fault; or

(ii) it is unforeseeable and unavoidable and attributable to a third party who does not supply services included in the Holiday; or

(iii) it is due to unusual or unforeseeable circumstances i.e. due to an event of Force Majeure which is beyond the control of FOCL, the consequences of which could not have been avoided by the exercise of due care, or an event which FOCL or other operator or supplier of services could not foresee or forestall including but not limited to unusual weather or sea conditions.

8.6 No liability is accepted in respect of arrangements or commitments made by you or on your behalf that are not part of the Holiday Contract, including, but not limited to arrangements that you make directly, or via FOCL acting as agent only, with a service provider other than FOCL.

8.7 Insofar as FOCL may be liable to a Passenger in respect of claims arising out of carriage by air, land or sea, FOCL shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual carriers and under the Convention and any other applicable conventions and nothing in these Conditions shall be deemed as a waiver thereof.

8.8 If any term, condition, section or provision becomes invalid or be so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force.

8.9 FOCL shall not in any circumstances be liable to a Passenger for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

8.10 In the event that FOCL has any legal liability for any loss of or damage to property otherwise than in accordance with the Convention and any other applicable Conventions including the Montreal Conventions then its liability shall not at any time exceed £250 per Passenger and FOCL shall not at any time be liable for loss of or to any money, jewellery, valuables or medication. Passengers are advised not to pack money, jewellery, other valuables or medication in their luggage and must ensure that their personal possessions and valuables are with them at all times.

8.11 All carriage (by land, air and sea) is subject to the conditions of carriage of the actual operator / carrier. These may limit or exclude liability. Save as otherwise provided in these Conditions, the carriers' conditions of carriage are expressly incorporated into the Contract and are deemed to be expressly accepted by the Passenger at the time of the Booking. Copies of these Conditions are available on request from FOCL.

8.12 FOCL's liability will not at any time exceed that of any carrier under the carrier's conditions of carriage and/or applicable or incorporated conventions.

8.13 In the case of a cancellation or a delay in departure where a stay of one or more nights or a stay additional to that intended by the Passenger becomes necessary, where and when physically possible, FOCL shall offer Passengers departing from port terminals, free of charge, adequate accommodation on board, or ashore, and transport to and from the port terminal and place of accommodation. For each Passenger FOCL reserves the right, at its discretion, to limit the total cost of accommodation, not including transport to and from the port terminal and place of accommodation to EUR 125 per night, for a maximum of five nights.

9. Claims

9.1 Any matter which might give rise to a problem, complaint or claim must be notified immediately to the vessel or hotel management, airline staff or other supplier of the services concerned. If the matter cannot be rectified immediately, FOCL must be notified in writing as soon as practicable. In any event you must give notice of any claim in writing to FOCL within two months of the end of your Holiday. Special extra provisions set out below apply to loss, damage or delay to luggage and to claims for illness or injury. Failure to give notice in accordance with these provisions may mean that the matter cannot be properly investigated or rectified and this may affect your rights.

9.2 In the case of any claim for loss, damage or delay to luggage please note that (1) it is assumed that luggage has been delivered undamaged to you unless notice is given immediately to FOCL; (2) you must claim against the carrier or carriers responsible for actually performing the carriage where the loss or damage happened immediately if and when the loss or damage is or becomes apparent, and in any event within 15 days from the date of redelivery, or when redelivery should have taken place; (3) if you wish to make any sort of claim against FOCL, you must notify FOCL directly in writing with a copy of notification to the carrier or carriers responsible for actually performing the carriage and if asked to do so, assign your rights against such carrier or carriers to FOCL. Any damages payable by FOCL up to the limits set out under the Convention will be reduced in proportion by any contributory negligence of the Passenger and by the maximum deductible under Article 8(4) of the Convention.

9.3 Any illness or injury caused by or that you think may be attributable to anything that happened during the Holiday must be reported to the service provider or providers responsible for the relevant part or parts of the Holiday and to FOCL (with a copy of any such notification to any other provider or providers) immediately that the illness or injury becomes apparent.

9.4 Any complaint arising from organised tours, Shuttle Transport Services, excursions or programmes in relation to which FOCL is acting as agent only pursuant to clause 2.10, should be notified in writing to the FOCL Tour Manager on the vessel, as soon as possible after the cause of the complaint has arisen. The FOCL Tour Manager will take reasonable steps to assist the Passenger to resolve their complaint, either by liaising with the tour provider on the Passenger's behalf, or by putting the Passenger in touch with the tour provider. For the avoidance of doubt, nothing in this clause 9.4 shall be taken as an admission or acceptance of liability by FOCL for the circumstances giving rise to a complaint against a tour provider.

9.5 Unless a longer period is provided for by force of law, any claim shall be time barred if proceedings are not brought within 2 years of the end of the Holiday.

9.6 Some disputes involving claims up to a limited amount may (subject to the agreement of you and FOCL) be referred to independent arbitration or conciliation under schemes devised by arrangement with ABTA. Details will be supplied on request. Such schemes may not apply to claims arising out of injury or illness.

9.7 No claims or complaints will be considered by FOCL unless all on-board debts have been settled in full.

9.8 In the event that it proves impossible for FOCL and the Passenger to reach an agreement in good faith in settlement of any Passenger complaint (including where such complaint arises in relation to any past or future cruises booked by the Passenger, and including, without limitation where proceedings are commenced against FOCL), resulting in a breakdown in the commercial relationship between the parties, the Passenger acknowledges that FOCL will be entitled (but not obliged) to exercise their right to cancel any future bookings in accordance with clause 6 above.

10. Medical Assistance

10.1 All Passengers must ensure that they have travel insurance that provides cover appropriate to their personal circumstances, that all medical conditions have been declared to their insurers and that there are no exclusions of cover that might apply as a result of any medical condition they have. FOCL recommends that all Passengers obtain travel insurance as soon as possible following Booking in order to cover cancellations should it become necessary.

10.2 In compliance with Flag State requirements each vessel has on board a qualified doctor and a medical centre equipped for first aid and minor conditions only. The Passenger hereby acknowledges and accepts at the time of the Contract that the medical centre is not equipped like a land based hospital and the doctor is not a specialist. Neither FOCL, the doctor, nor the carrier shall be liable to the Passenger as a result of any inability to treat any medical condition as a result. Passengers acknowledge that if their health or medical condition(s) require or might require specialist or emergency treatment (however slight the increase in risk associated with that medical condition is compared with the risk carried by a person without such a medical condition) whilst on the cruise, then they are strongly advised not to embark on the cruise, as to do so would put themselves and/or other Passengers at risk. FOCL accepts no liability for Passengers in such circumstances, and any Passenger embarking on a cruise with such a medical condition does so entirely at their own risk.

10.3 At FOCL's sole discretion FOCL may afford you assistance if you suffer illness, personal injury or death during the period of your Holiday. Such assistance may take the form of advice, guidance or initial financial aid where appropriate and subject to FOCL's discretion. Any Passenger on whose behalf expenses (including without limitation those associated with medical treatment, repatriation expenses, travel expenses and the cost of local assistance e.g. from a port agent) are incurred by FOCL, hereby indemnifies FOCL in full for such expenses and undertakes to repay them on demand (whether or not the Passenger has insurance cover for some or all of the expenses). The Passenger gives FOCL authority to contact any third party including their general practitioner or other medical practitioner and/or insurers to obtain any necessary information or documentation.

10.4 The Passenger acknowledges that whilst there is a qualified doctor on board the vessel, it is a Passenger's obligation and responsibility to seek medical assistance if necessary during the Holiday and the Passenger will be solely responsible to pay for any on board medical services including but not limited to any medical treatments provided and repatriations which will be charged in line with private medical health care fees and charges.

10.5 In the event of illness or accident, Passengers may have to be landed ashore by the carrier and/or the master for medical treatment. Neither the carrier nor FOCL make any representation or accept any responsibility for the quality of any medical facilities or treatments at any port of call or at the place at which the Passenger is landed. Medical facilities and standards vary from port to port. Neither FOCL nor the carrier makes any representations or warranties in relation to the standard of medical treatment ashore. Whilst FOCL hopes to be able to assist Passengers with on-shore medical care where this is required, nothing in this Agreement places FOCL under an obligation to do so. Passengers acknowledge that it is not possible for FOCL's employees, servants or agents to remain ashore when a cruise is scheduled to be departing from a port of call, nor is it possible for such departure to be delayed.

10.6 The on board doctor's professional opinion as to the fitness of a Passenger to board the vessel or to continue the Holiday is final and binding on all Passengers.

10.7 Where a Passenger is refused embarkation, or required to disembark, as a result of health and/or fitness to travel and/or as a result of any excessive alcohol consumption, then neither the carrier nor FOCL has any liability to the Passenger.

10.8 Medical services provided on board are outside the scope of the UK National Health Service and a charge is made for these services, for drugs and other medical provisions including without limitation repatriation costs in accordance with paragraph 10.4 above.

10.9 FOCL and/or the carrier and/or the health authorities at any port shall be entitled to administer a public health questionnaire. The Passenger shall supply accurate information regarding symptoms of any illness including but not limited to gastrointestinal illness and H1n1. The carrier may deny boarding to any Passenger that it considers in its sole discretion to have symptoms of any illness including viral or bacterial illness including but not limited to norovirus and H1n1. Any refusal by a Passenger to complete a questionnaire may result in denied boarding.

10.10 The vessel's doctor has the authority to require a Passenger to remain in their Cabin for health and safety reasons should they become ill during the Holiday or as a result of any excessive consumption of alcohol by the Passenger.

10.11 In the event that a Passenger fails to remain in their Cabin or to comply with any other instruction given by the vessel's doctor pursuant to clause 10.10, FOCL shall be entitled to require that Passenger to disembark the vessel at the next port of call, and shall have no liability whatsoever to that Passenger for any costs incurred as a result, including without limitation accommodation costs and further travel costs.

10.12 Passengers are reminded that some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Passenger has any known allergies, or is intolerant of any food, it is his/her responsibility to report this to the carrier upon boarding the vessel and certainly before consuming any food. FOCL shall have no liability to any Passenger who has failed to notify the vessel of an allergy or food intolerance and becomes ill as a result of eating foods which they are allergic or intolerant to. Further, and irrespective of any notification provided to FOCL or to the carrier of any food allergies or intolerances, it remains your decision as to whether or not to consume any particular food items and you consume all food at your own risk. FOCL cannot be held responsible for the food allergies and intolerances of individual Passengers.

10.13 In the event that a Passenger fails to settle any medical assistance or repatriation costs, FOCL reserves the right without prejudice to any other remedies FOCL may have under these Conditions or otherwise, to cancel any future Bookings the Passenger may have made with FOCL and to set off any sums owed to FOCL by the Passenger against any sums due to the Passenger from FOCL.

11. Material facts

11.1 It is a condition of the Contract for the supply of the Holiday (including carriage and insurance), that all material facts have been disclosed to FOCL as if FOCL was an insurer. A material fact is a fact likely to influence insurers in the acceptance or assessment of insurance (for example, details of your state of health or that of a close relative). Where there is doubt as to whether a fact is 'material' then it should be disclosed at the time of booking, including but not limited to any disability, mobility problem, or any other condition requiring special care, specific assistance, attention or treatment. If any such condition arises after the Contract is formed then written notice must be given to FOCL as soon as possible and in any event, no later than 18 hours prior to embarkation. FOCL shall make all reasonable endeavours to provide any specified assistance when requested.

12. Mobility, medical matters and specific assistance

12.1 Where a Passenger will require, during a cruise, any extra assistance, or has special requirements of any kind, arising from any disability, mobility issue, or any other condition requiring special care, specific assistance, attention or treatment, they must provide FOCL with details of the extra assistance required at the time the Booking is made. If any such requirement arises after the Booking has been made then details must be given to FOCL as soon as possible, and in any event, no later than 48hrs prior to departure of the cruise. FOCL shall make all reasonable endeavours to provide any extra assistance where requested, however the Passenger acknowledges that boarding and disembarking a ship can be difficult for those with certain disabilities or mobility issues, due to the inherent nature of ships

and port facilities. Under no circumstances will FOCL's staff agree to carry or lift Passengers to facilitate embarkation or disembarkation. In accordance with EU Regulation EU1177/2010, FOCL reserves the right to refuse carriage and/ or embarkation and/or disembarkation if, in FOCL's reasonable opinion, the design of the vessel and/or the port infrastructure and equipment would make carriage unsafe or operationally unfeasible. Any Passenger refused passage on this basis may request written confirmation with reasons from FOCL within 5 working days.

12.2 FOCL cannot guarantee the availability of an overhead walkway at any port on any vessel's itinerary. FOCL reserves the right to refuse embarkation or disembarkation to Passengers who are, in FOCL's reasonable opinion, physically incapable of embarking or disembarking the vessel by the means available at the port in question, with minimal assistance from other Passengers or crew. Embarkation / disembarkation may require the use of a stepped gangway and/or a ship to shore tender service, involving steep flights of steps and/or the need to negotiate unsteady surfaces. Where ship to shore tender services are suitable for wheelchair users, only collapsible, lightweight wheelchairs will be permitted.

12.3 If you are travelling as a sole traveller who requires specific assistance, FOCL reserves the right to require an able bodied person to accompany you.

12.4 If, in the reasonable opinion of FOCL, a Passenger's disability, mobility problem or medical condition cannot be accommodated safely by the vessel, ports or associated infrastructure, or carrying a Passenger with such disability or medical condition would result in FOCL breaching national and international maritime safety standards, then FOCL reserves the right to refuse Passage. If refusal is based upon this paragraph 12.3 then the Passenger shall be provided with reasons, in writing, by FOCL within 5 days of refusal. In any such event, the Passenger shall have the option of reimbursement or, if possible, re-routing.

12.5 Any Passengers wishing to embark on a cruise with a mobility scooter, wheelchair or other similar mobility aid (together "Mobility Aids"), should advise FOCL of this upon booking. Space for these on board is limited by IMO/SOLAS Regulations and failure to book in advance is likely to mean that the Passenger will be refused embarkation, and cancellation fees will apply. In the event that the need arises for a Passenger to use a Mobility Aid during a cruise, this will only be permitted in the event that the limits under the IMO/SOLAS Regulations relating to the use of Mobility Aids have not been reached for that particular cruise. If such limits have been reached, FOCL shall be entitled to require that Passenger to disembark the vessel at the next port of call, and shall have no liability whatsoever to that Passenger for any costs incurred as a result, including without limitation accommodation costs and further travel costs.

12.6 Any Passenger using a Mobility Aid on board a vessel is responsible for operating it in an appropriate manner. Due care and attention should be given to other Passengers and the user of the Mobility Aid will be fully liable for any damage or personal injury (whether to the user of the Mobility Aid or to other Passengers) caused by such use. Passengers using Mobility Aids are also responsible for ensuring they hold the appropriate insurance for use of the Mobility Aid on board the vessel.

12.7 Children less than 6 months old and women who will be more than 24 weeks pregnant at the end of the Holiday are not permitted to travel. It is recommended that medical advice is sought prior to Booking for children aged between 6 – 12 months.

13. Documentary and medical requirements

13.1 A full valid passport is required for all Holidays. Your passport must be valid for at least 6 months after the date of return to the UK (a shorter validity may be acceptable on certain itineraries, please check at time of Booking). You are responsible for ensuring compliance with all necessary visa and other documentary requirements for the entire Holiday, and shall have received all medical inoculations necessary (notwithstanding that FOCL may provide advice on these matters from time to time). At any port or place, FOCL or any other party involved in the supply of services in connection with your Holiday may refuse travel, accommodation, or disembark any Passenger without compensation who in the opinion of FOCL or any other party involved might be excluded from landing at any destination by Immigration or other Governmental Authorities or who may be suffering from contagious or infectious disease or whose presence may be considered detrimental to safety or comfort of other holidaymakers or crew members.

14. Enjoyment Promise Terms

14.1 The Enjoyment Promise is only applicable to guests who have not cruised on a FOCL ship before. It excludes Party Nights and cruises for 4 or less nights. The promise only applies to Bookings made for departures more than 12 weeks ahead. The Enjoyment Promise only applies to Passengers who have contracted with FOCL and excludes cruises on vessels operated by FOCL but booked through 3rd Party operators.

14.2 Should you wish to invoke the Enjoyment Promise, you will need to inform Guest Relations within 48 hours of the Vessel's departure from the original port of embarkation at the latest. FOCL will arrange and pay for a flight and/or transport back to the UK. FOCL will refund the cruise cost only but will not refund other costs.

15. Assistance Dogs

15.1 You must give written notice to FOCL at the time of Booking if you wish to bring a recognised assistance dog on board the vessel.

15.2 Carriage of recognised assistance dogs on board are subject to animal health rules applicable to the voyage.

15.3 FOCL require evidence that the assistance dog has been appropriately trained.

16. Flights

16.1 Prices for fly-cruises quoted in any FOCL Holiday brochure are inclusive of specially negotiated airfares which are subject to availability. If no aircraft seats are available at the airlines prices in conjunction with a particular Holiday at the time of Booking then the fly-cruise option will not be offered. Flight upgrades/premium seats for fly-cruises are limited in number. They will be allocated at the time of Booking, subject to availability at the time of the Holiday. Aircraft configurations are subject to change and in the event of a flight operator being unable to provide premium seats on any service then any payment of or towards an upgrade supplement will be refunded in full.

16.2 All published itineraries are based on current airline schedules or advised charter flights at the time of the Booking and may be subject to change at the option of the airline operator prior to the Departure Date. You will be notified of any such changes. Details of which aircraft operator will be used for your Holiday Booking and the type of aircraft operated cannot always be given at the time of Booking.

16.3 The Passenger will receive confirmation of flight timings and routes with their travel documents, which will be sent out approximately 7 days before the Departure Date.

16.4 If the Contract does not include flights, it is the Passenger's responsibility to obtain a valid ticket direct from an air carrier suitable for and in time for travel to the vessel (and including local transfers which the Passenger must arrange). FOCL shall not be responsible for any liabilities arising in respect of flights or transfers arranged by the Passenger.

17. Luggage Allowance

17.1 If you are sailing from a UK Port the total luggage allowance is 90kg per Passenger. No one piece should weigh more than 20kgs.

17.2 On fly-cruises your luggage allowance will be restricted by the airline. It is your responsibility to check the luggage weight allowance restrictions for both your outbound and/or return flights. Any excess luggage charges imposed by the airline providing the flight will be the sole responsibility of the Passenger.

18. Data

18.1 The Passenger acknowledges that FOCL will require certain personal details from the Passenger in order to process a Booking and to fulfil the Contract for the supply of your Holiday. The Passenger hereby agrees to this information being passed to any third parties in order for the supply of the Holiday. Personal details supplied to FOCL may also be used for marketing purposes. Marketing communications from FOCL will allow you the opportunity to opt out of further communications. FOCL will not disclose your personal details to third parties for marketing purposes without your express permission. Our data protection policy is set out in our privacy policy which is hereby expressly incorporated into these Conditions.

19. Travel Insurance

19.1 It is a condition of the Contract that travel insurance is taken out before travelling on any FOCL cruise Holiday. This should cover all appropriate travel, cancellation, medical, emergency airlift/boat transfer at sea and repatriation liabilities for the Holiday. FOCL reserves the right to cancel the Contract and/or refuse embarkation and/or require the Passenger to disembark at the next port of call, without any liability or cost to them in the event that this paragraph 19.1 is not complied with in full by you. Failure to give full, frank and honest disclosure to any insurers' enquiries will amount to a breach of this clause. Final Holiday documents cannot be released until FOCL has received notification of your insurance policy details. FOCL recommends that all Passengers obtain travel insurance as soon as possible following Booking in order to cover cancellations should it become necessary.

19.2 You will indemnify FOCL against any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by FOCL arising as a result of:-

19.2.1 any breach of the condition set out in paragraph 19.1 above, or your insurance being deemed either invalid, inadequate and/or voided; and

19.2.2 any claim made against FOCL by a third party for death, personal injury or damage to property arising out of or in connection with any breach of paragraph 19.1 above which is attributable to the acts or omissions of you.

20. Variation

20.1 No variation of these Conditions shall be effective unless in writing and signed by FOCL.

21. Smoking Policy

21.1 Smoking is only permitted in certain dedicated external areas throughout the vessel. Smoking anywhere else is strictly prohibited.

21.2 Throwing cigarette butts over the side of the vessel is strictly prohibited.

21.3 Electronic cigarettes emitting any vapour, even if only a water vapour, may only be smoked in designated smoking areas.

21.4 Any breach of this clause 21 may result in the Passenger being required to disembark the Vessel at the next port of call, without any liability or cost to FOCL.

22. Alcohol Policy

22.1 Only alcohol purchased on board the vessel may be consumed on board. Any alcohol not purchased on board will be collected prior to boarding and returned to the Passenger the day before disembarkation.

22.2 The Passenger agrees at all times to drink safely and responsibly whilst on board the vessel.

22.3 FOCL and its Passengers must comply at all times (including when on board a vessel outside British waters) with all applicable English laws on the sale and purchase of alcohol, including, without limitation, as set out in the Licensing Act 2003. FOCL will not serve alcohol to any person under the age of 18, and no person under the age of 18 may consume alcohol on board the vessel. FOCL may, at its sole discretion, refuse to serve, sell or supply a Passenger with alcohol at any time and for any reason.

22.4 FOCL reserves the right, in its sole discretion, to confine a Passenger to their Cabin; breathalyse the Passenger; take blood samples from the Passenger; treat the Passenger medically; disable the Passenger's Cabin account; require the Passenger to leave the ship at the next port of calling (at no liability to FOCL); exclude the Passenger from future FOCL cruises; and/or cancel any bookings already made by or on behalf of the Passenger, if deemed necessary, as a result of the Passenger's alcohol consumption and/or any resulting behaviour. Where a Passenger is asked to leave the vessel at the next port of calling, the Passenger will not, in any circumstances, be entitled to any refund for their Holiday or compensation for costs from FOCL.

22.5 FOCL reserves the right to charge the Passenger for all costs (including but not limited to any medical costs) and/or damage caused to FOCL property resulting from Passenger's consumption of alcohol. Such costs and expenses will be payable to FOCL by the Passenger on demand.

23. All Inclusive

23.1 All inclusive drinks packages shall include selected house beers, house wine, house spirits and draught soft drinks. Excluded from the all inclusive drinks package are champagne, premium drinks and branded drinks, cocktails, mini bars and room service, drinks taken ashore, speciality teas and coffees, premium traditional afternoon tea service. For the avoidance of doubt, sparkling wines, premium wines, shore tours, tips, beauty salon treatments, casino, medical expenses, in Cabin shopping, communication (including without limitation, internet, wifi and telephone) photography and On board shops are also excluded.

23.2 Items included within the all inclusive drinks package may be amended from time to time at FOCL's discretion.

24. FOCL Special Offers

24.1 FOCL may, from time to time, run special offers on its Holidays (e.g. Anchor fares and 'BOGOF offers'). These Conditions shall apply to such special offers unless the terms of the special offer in question states otherwise. In the event of a conflict between the terms of the special offer and these Conditions, the terms of the special offer shall prevail.

25. Liability of Employees, Servants and Subcontractors

25.1 It is hereby expressly agreed that no servant or agent of FOCL and or the carrier, including the Captain/master and crew of the vessel concerned including independent subcontractors and their employees as well as the underwriters of these parties shall in any circumstance whatsoever be under any liability whatsoever beyond these Conditions and these parties may invoke these Conditions to the same extent as FOCL and/or the carrier.

25.2 FOCL has no direct control over the tour providers and their services. In no case whatsoever will FOCL be held liable for loss, damages and injuries incurred by the Passenger as a result of the negligent act or omission or otherwise of the tour providers. FOCL will exercise reasonable skill and care in the selection of a reputable tour provider. In assessing performance and/or liability of any tour provider, local laws and regulations will apply.

26. Rights of Third Parties

26.1 Unless otherwise stated under these Conditions, a person who is not party to a Contract shall have no rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

27. Law and Jurisdiction

27.1 These Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

27.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions or its subject matter or formation (including non-contractual disputes or claims).

28. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Fred. Olsen Cruise Lines is a member of ABTA with membership number W0637. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. ABTA offer assistance with resolving customers' disputes with their members; this includes a low cost Arbitration scheme, which is a recognised Alternative Dispute Resolution service – for full details contact ABTA, 68-71 Newman Street London W1T 3AI-I Tel: 020 7637 2444 or www.abta.com