



## AZAMARA UNITED KINGDOM TERMS AND CONDITIONS BOOKING CONDITIONS

### **Important Notice:**

In the event of any dispute or legal proceedings related to this contract, such dispute or legal proceedings must be brought in Ireland, and the Courts of Ireland shall have sole and exclusive jurisdiction of such dispute or proceedings.

Azamara Booking Conditions together with any Supplementary Terms and Conditions, Health Acknowledgement and the Guest Health Safety and Conduct Policy available at [www.Azamara.co.uk](http://www.Azamara.co.uk) form the basis of your contract with us. The parties to the contract are yourself and SP Cruises Ireland Limited d/b/a Azamara., an Irish limited company, who accept legal responsibility for the proper performance of this contract as set out below. Your cruise with Azamara will be operated by SP Cruises OpCo Limited, a Bermuda company. In these Booking Conditions, 'you', 'your', and 'guest' means all persons named on a booking and 'we', 'us' and 'ourselves' means SP Cruises Ireland Limited doing business as Azamara. SP Cruises Ireland Limited is an Ireland registered subsidiary company and Europe & United Kingdom (UK) distributor of Azamara. If you book an Azamara cruise-only holiday, fly-cruise holiday or build your own package with us, you can have the peace of mind in knowing that we shall have responsibility for the proper performance of all aspects of your holiday. If you book an Azamara holiday in conjunction with other services (such as flights, on-shore accommodation and/or ground transfers) that are arranged or provided by a travel agent or tour operator ('travel organiser') with whom you book and not provided by us, your contract for your entire holiday including the cruise and all other such services and arrangements will be with your travel organiser and not with us. The travel organiser's own Booking Conditions will apply to your contract (with the exception of section 5.13 (c)). Please ensure you obtain a copy of these from your travel organiser before or at the time of booking. Please note we do not have any liability to you in these circumstances. However, in the event we are found liable to you on any basis, our liability and/or obligations to you or your organiser will be no greater or different to the liability and obligations we have under these Booking Conditions to consumers who have a contract with us. In any such situation we will be fully entitled to rely on all defenses, exclusions and limitations contained in the Booking Conditions set out below.

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 as enacted into English law by The Package Travel and Linked Travel Arrangements Regulations 2018. All bookings will benefit from respectively UK or EU rights applying to packages pursuant to the applicable law in force at the time of booking. SP Cruises Ireland Limited will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, SP Cruises Ireland Limited have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302 are available for your review at [www.Azamara.co.uk](http://www.Azamara.co.uk).

### **Guest Health Safety and Conduct Policy, and other Policies**

It shall be a condition of boarding and remaining on-board any of our ships that all guests throughout their stay comply with our Guest Health safety and Conduct Policy. This policy is designed to ensure that all guests are able to participate in a safe and enjoyable cruise vacation and, as such, the Guest Health Safety and Conduct Policy sets forth standards of conduct for guests to follow throughout their cruise vacation, including transfers to and from ships, inside terminals, while on-board, at ports of call, and during shore excursions. Please review the current Guest Health Safety and Conduct Policy at [www.Azamara.co.uk/booked-guests/you-board/guest-conduct-policy](http://www.Azamara.co.uk/booked-guests/you-board/guest-conduct-policy) or contact your local booking office for further details in advance of travel.

#### **1. Booking your holiday**

##### **1.1 How do I make a booking?**

To book your chosen holiday, guests should read these terms & conditions and then contact our Reservations Department on 0344 493 4016+, our website at [www.Azamara.co.uk](http://www.Azamara.co.uk) or visit one of our authorized travel agents. Guests who purchase their holiday arrangements via our website need to ensure that all details are correct at the time of booking as amendment or cancellation charges may apply to any components that are requested to be changed at a later date due to any error or omission made by you.

## 1.2 How will my holiday be confirmed?

Providing your chosen holiday is available and we have received all appropriate payments, we will email our Confirmation Invoice to you (if booking direct) or your Travel Agent. Please note it may not be possible to confirm your flight details at this point. If so, these will be confirmed to you later.

A binding contract between us only comes into existence when we send out our Confirmation Invoice. A contract will exist at this point, even if we are unable to confirm your flight details at that time. This invoice will show the balance due on your holiday that still has to be paid, and your flight details (where applicable and/or available).

Please check all details are correct as soon as you receive your Confirmation Invoice, electronic cruise ticket, flight tickets, ATOL certificate where applicable and any other documents from your Travel Agent or us. If any details appear to be incorrect, you must inform your Travel Agent or our Reservations department if booking direct within 7 days of us sending the document to your Travel Agent or you for all documents other than flight tickets and e-tickets and within 5 days for flight tickets and e-tickets.

## 1.3 What information must I provide to you and why?

From time to time we may be required to pass on to national Immigration Authorities, Health Authorities, airlines and/or possibly other authorized bodies certain personal and other details relating to our guests. You must provide us with specific information we request at the time of booking your cruise, or where requested later, by the date we require you to provide information to us. This information includes certain personal information, passport, emergency contact and insurance details. We will inform you at the time of booking, or as soon as we become aware, of the exact details required and the date we require that information. By providing us with the details requested under these Booking Conditions, you consent to the sharing of your personal data with third parties including where necessary the transfer of your personal data outside the European Economic Area for the purpose of fulfilling this holiday contract with you. If you fail to supply full and accurate details within the time limits we specify, we shall be entitled to refuse your booking or treat such failure to provide such information within the time limits specified as a cancellation of your holiday. Further, where we do not exercise our right to cancel your booking in these circumstances, you agree to reimburse us for any fines, surcharges or other financial penalties we incur as a direct consequence of any failure by you to provide full and accurate details within the time limits we specified to you.

### Cruise check-in

We strongly recommend you visit our website at [www.Azamara.co.uk](http://www.Azamara.co.uk) and click on 'Already Booked' then 'Online Check-in' and submit these details online as soon as you make your booking - any details that subsequently change prior to departure can always be updated later. Providing this information online and prior to your cruise will enable us to release your air and cruise tickets. If you have not completed online check-in, you will be required to complete this process at the pier no later than two hours prior to the published sailing time. If you do not have access to the Internet, please see your Travel Agent or contact our Reservations Department if you have booked direct. They will advise you on how this information can be provided.

Please note: all guests must be checked-in and on board the ship no later than 90 minutes prior to the published sailing time or they will not be permitted to sail. Azamara shall not be required to refund any portion of the cruise fare paid by any passenger who fails for any reason to be on board the ship or transport by the embarkation cut-off time applicable to the specific cruise. This also applies to the boarding cut-off time applicable at any port of call, destination or point of departure as the case may be, and shall not be responsible for lodging, meals, transportation or other expenses incurred

by the passenger as a result thereof. Our procedures may change, and we will inform you of any changes at the time of booking or as soon as possible thereafter.

We may need to pass the information you give us at the time of booking or later to the various suppliers who provide the elements which make up your holiday. The EU airlines we use are also required to pass certain of their passenger data (including passport data) to the US Authorities as well as applicable authorities in other countries where you are travelling in advance of the date of any flight booking. We strongly recommend that you supply the personal details for all guests (including full names, dates of birth and passport details) through our Online Check-In process as soon as possible after the booking is made, as this will help us ensure we can issue all flight and accurate details within the time limits we specify, and we shall be entitled to refuse your booking or treat such failure to provide such information within the time limits specified as a cancellation of your holiday. If you fail to supply the details requested, both fully and accurately, we are entitled to refuse your booking or, if you fail to provide them at a later date you may not be permitted to board your cruise ship and/or outward and/or return flight. We will not accept any liability in this situation, and we will not pay you any compensation or make any refunds. You will be responsible for your onward/return travel arrangements. If failure to have this information results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. Please also see our Privacy Policy available on our website.

#### 1.4 When is the balance due?

We must receive the full balance of the holiday cost not less than 90 days prior to departure. If you book within 90 days of departure, you must pay the total holiday cost at the time of booking. If we have not received all monies due to us in full and on time (including any surcharge where applicable), we shall treat such non-payment as a cancellation by you of your holiday. In this case, you will have to pay cancellation charges as set out below (see section 1.10). If you use your credit or debit card to pay us directly for your cruise, please be aware that we may process that transaction via a bank in the US, and your card issuer may choose to charge you a foreign processing fee. We advise you to check the terms and conditions of such foreign transactions with your card issuer in advance of making a payment to us.

#### 1.5 What happens to money paid to a travel agent?

Except for flight inclusive bookings, all monies you pay to one of our authorized travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf until they are paid to us. For flight inclusive bookings, all monies paid to such authorized agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you. If you are unable to complete the online check-in process or print your travel documents, this may be due to an outstanding balance on your booking. If you have booked via a travel agent, please speak to your travel agent so that the funds can be transferred to us, so that you can then complete the process.

#### 1.6 What does the price include?

All prices quoted are per-person in UK Sterling (including taxes and fees) and are based on two people sharing the specified stateroom and includes ocean transportation, ship accommodations, most meals (excluding specialty dining), our inclusive selection of beers, bottled water & spirits, most entertainment, as well as gratuities for your stateroom attendants, bar and dining waiting staff, selected house wine, port shuttle buses when offered, coffee, tea and soda/soft drinks, entertainment\* on board ship and self-service laundry. Specialty dining in Azamara intimate Prime C steakhouse and the Mediterranean-influenced 'Aqualina' is complimentary for suite guests for the duration of their voyage. Some elements of your holiday, including what is and is not included in the price will vary by itinerary. However, generally fly/cruise prices include the following where applicable: full board accommodation and; return international flights and connecting flights (as stated on the confirmation invoice); UK departure tax; port, hotel and airport transfers, as stated in the itinerary; hotel accommodation as stated in the itinerary (room only basis unless otherwise stated), representatives at some overseas arrival airports on standard departure dates; and all relevant taxes excluding those set out below.

Unless indicated otherwise, our Standard fly/cruise pricing is based on the cheapest available flights departing from a UK airport, which may be a regional airport, at the time of publication. Please contact our Reservations Department, your travel agent or cruise specialist for up-to-date flight prices and further details.

All holiday elements featured are subject to availability at the time of booking. If you have booked a cruise-only holiday, we shall only provide the services relating to the ship as set out above. For build-your-own-package guests, apart from the services relating to shipboard services as set out above, what is included will be as per your selection. Please always check your confirmation invoice on receipt to ensure it includes all relevant details.

We reserve the right to make a fuel surcharge when making a booking, to reflect the cost of fuel or other power sources. We may also increase prices to reflect changes in relevant taxes, fees or foreign exchange rates. See section 1.10 for further details relating to the limits of any price variation.

### 1.7 What is a 'Guarantee' (GTY) booking?

We may (at our discretion) offer you the option of making a Guarantee (GTY) booking. This means you may book a guaranteed minimum category type, on your chosen sailing. However, the exact location of the stateroom on the ship will be allocated by us (at our discretion) and at any time up until 48 hours before sail date. Once your GTY stateroom has been allocated to you, we are unable to accept any changes requested by you. The benefits to you of a GTY stateroom are that after your booking has been confirmed, we may (at our discretion) upgrade your stateroom to one of a higher category to that originally booked, at no extra charge to you. In any event, you are 'guaranteed' the minimum category of stateroom we agree to offer at the time of booking. If you have a specific requirement or are travelling with family or friends (especially children) you wish to be located near, or a specific stateroom location you would like, we suggest you do not book on a Guarantee basis. GTY categories are defined as follows:

W - Club Suite

XP – Club Veranda Plus stateroom

X - Club Veranda stateroom

Y - Club Oceanview stateroom

Z - Club Interior stateroom

Please note: if you book 2 or more cruises to be taken consecutively (back to back) and either one or all cruises are booked under a GTY basis, there is the possibility that you will be allocated different staterooms on each cruise.

### 1.8 Will the price change?

We reserve the right to increase or decrease the prices of unsold holidays at any time. The price of your chosen holiday will be confirmed in accordance with section 1.2.

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price if transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or decrease or our costs increase or decrease as a result of any adverse or favorable changes in the exchange rates which have been used to calculate the cost of your holiday. Price increases or decreases after booking will be passed on by way of a surcharge or refund and we will impose any such variations within 30 days of the sail date of your cruise holiday. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this section.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges), will we levy a surcharge. If any surcharge is greater than 8% of the cost of your holiday (excluding any amendment charges) and we advise you in writing no later than 20 days prior to the start of your holiday, you will be entitled to choose one of options (a), (b) and (c) as set out in section 5.5. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in section 5.5 below failing which we shall deem you to have accepted the change and will invoice you accordingly for such additional costs and indicate the time period to make such additional payment. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the



surcharge invoice, whichever is the later. We promise not to levy a surcharge within 20 days of the start of your holiday. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note: changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

#### 1.9 If I have to cancel my cruise holiday, will I receive a refund?

If you or anybody travelling with you wishes to cancel either your/their holiday, the lead guest must contact us (if booking direct) or your travel agent and give notice in writing using registered mail or email to ensure safe receipt of the cancellation letter. The holiday will only be cancelled on the date we actually receive the written notice of cancellation. Generally, if you cancel you will have to pay the cancellation charges set out below. Amendment charges cannot be refunded in the event of cancellation.

The following cancellation charges will apply calculated by reference to the full booking price of your holiday and reference to date is to the date your holiday commences:

121 days or more	Deposit only
91-120 days	50%
61 - 90 days	75%
60 days or less	100%

In the event of your cancellation due to reasons that can be reasonable considered to be unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity which significantly affects the performance of the package, or which significantly affects the carriage of passengers to the destination, then no cancellation charges will be applied and you will receive a full refund within 14 days.

Note: The minimum cancellation charge will always be the loss of deposit (including any increased deposit amount arising from a build your own package).

Any amendment or transfer fees will also be charged when a booking is cancelled. These fees are detailed in section 1.10. Be advised that any refund due to you shall be paid to you within 14 days of cancellation of any booking.

Any amendment or transfer fees will also be charged when a booking is cancelled. These fees are detailed in section 1.10

Please refer to section 1.10 when making a significant amendment within 120 days of your departure date, as your booking variation may be treated as a cancellation of your original booking and cancellation charges will apply. Therefore, a new booking will then be created incorporating any new business rules or Terms and Conditions applicable at that time.

Please note: The date of departure means the date the arrangements you have booked with us commence. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your travel insurance policy. Claims must be made directly to your insurance company.

#### 1.10 Can I make changes to my booking after it has been confirmed?

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavor to assist you, we cannot guarantee we will be able to meet any such request. For guests wishing to make a significant amendment to their booking outside of 120 days from departure, such as changing the ship or sail date, note that a booking transfer fee is applicable. Please note that any amendments for hotels, transfers and flights may result in the loss of the amount that was collected at the time of booking for these additional components. The transfer fee is £75 per guest which is limited to the first two guests on a booking, therefore any additional guests will not be charged as well. 5

Please note: the transfer fee is a non-refundable amount, which will be included in any cancellation charges as detailed in section 1.9.

Please also note: your booking will be re-priced in-line with the up to date business and price rules and a new confirmation invoice will be issued.

For all changes that we consider to be minor changes (such as a change of stateroom or name changes on an existing booking, by way of example only) outside of 120 days from departure based on sail date as in 1.9, an amendment fee of £35 per guest per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. The amendment fee is a non-refundable amount, which will be included in any cancellation charges as detailed in section 1.9.

Passengers should note that suppliers may not allow name changes and that the booking may need to be cancelled and rebooked. The rebooking will always be subject to availability and to payment of any charges imposed by the supplier which may, in some cases, be the full cost of the ticket. Given that the transfer and amendment fees are both non-refundable, we would recommend that these amounts are collected from the guest at the time the changes are made, as they will be charged to the booking as part of any future cancellation.

If you request any change within 120 days of departure, this may be treated as a cancellation of your original booking and cancellation charges as set out in these Terms and Conditions will be payable (see section 1.9). The changed arrangements will then be treated as a new booking.

If you or any persons travelling with you are prevented from taking the holiday due to medical reasons, you/they may give your/their place on the booking to someone else (suggested by you). In this situation, providing we are given not less than 7 days' notice in writing of your wish to make the change, we will permit the name change. The airline and flight routing may differ from the original assignment due to this name change. You must produce documentary proof of the reason for the transfer of your/their booking with the request (e.g., a letter from a doctor etc.). Both the person who was originally due to take the holiday and the person who actually does so, must make sure that the administration fee and any charges/costs (see above) as well as any amount which is still due to be paid for the holiday, is paid in full before the change will be made.

#### 1.11 Will I need travel insurance?

All guests should ensure that they have appropriate personal travel insurance in place as soon as possible after booking, but certainly before departure. This must include, as a minimum, cover for the cost of cancellation by yourself and the cost of medical treatment and assistance including repatriation in the event of accident or illness. It is your responsibility to make sure that the insurance you purchase is suitable and adequate for your particular needs, and to purchase additional or alternative insurance if required. We would strongly recommend that you contact your Travel Agent or an independent insurance broker for details of suitable policies for your needs.

## 2. Before you leave home

### 2.1 What about valuable or important items?

Please make sure that all valuable and important items (for example: medicines, jewelry, fragile items, important travel, and other documents, video/camera/laptop/mobile phone etc.) are carried by hand and not packed in your luggage and/or left unsecured in your stateroom or elsewhere on board the ship. For your protection once on board, all valuable and important items should be deposited with the Guest Relations Desk or in your stateroom mini-safe. We cannot accept any responsibility or liability for any valuable or important items, which are not deposited with the Guest Relations Desk for safekeeping. For items which are so deposited, the maximum we will pay you if any item(s) is lost or damaged (for any reason) whilst in our care is the maximum which is payable under The Athens Convention (see section 5.7). So that we may assist as much as possible, you must tell us about the problem as soon as possible. The time limits for notifying any loss, delay or damage, are as follows:

Any damage or delay, which is apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) before or, at the latest, at the time of departure from the ship or, for other services, whilst using or at the end of

using those services. Any loss, damage or delay, which is not apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) within 15 days of departure from the ship or the end of your using the service in question. In the event that you do not notify us within these time limits, this may affect our ability to investigate the loss, delay or damage and may impact on the way the complaint is dealt with.

In all cases, you must give credit for payments received from any airline and/or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount you received from any/all insurance companies.

## 2.2 Are there any prohibited items that I cannot take with me?

You must not pack in any luggage or bring on board any item specified as dangerous or illegal. Weapons, illegal drugs, and other items that could interfere with the safe operation of the ship or the safe and secure environment of our guests and crew are prohibited. The following are examples of items that guests are not allowed to bring on board, but is not intended to be an exhaustive list:

- Firearms, explosives & ammunition, including realistic replicas
- Sharp objects, including knives and scissors (personal grooming items such as safety razors and scissors with blades less than 4 inches are allowed)
- Illegal drugs & intoxicating substances
- Candles, diffusers & incense
- Coffee makers, kettles, clothes irons, heated hair curlers & hot plates
- Baseball bats, hockey sticks, cricket bats, bows & arrows, skateboards & surfboards, mobility scooters.
- Martial arts gear, Self-defence gear, including handcuffs, pepper spray, night sticks
- Flammable liquids and explosives, including lighter fluid and fireworks
- HAM radios
- Dangerous chemicals, including any acid, corrosive substance, bleach, and paint

If we or the Master of the ship have reason to believe that any stateroom may contain any item or substance which should not have been brought on board, the Master or an authorized officer has the right to enter and search the stateroom concerned and seize any such item or substance. Your airline may also impose additional restrictions (i.e., liquids in hand luggage) so please check your airline's conditions of carriage before you travel.

## 2.3 What should I do if my property is lost, delayed, or damaged during my cruise?

This section applies in relation to any loss, delay, or damage to property which occurs during your cruise or whilst getting on or off the ship or whilst using any services provided or arranged by us except for any claims in relation to any valuable or important items (see section 2.1 above) or in relation to air travel, including the process of getting on or off the aircraft (see section 2.4 below.) It is your responsibility to remove all of your belongings from your stateroom when you depart your cruise. If an item is left on board, whilst we will assist you in trying to recover the item, if we are unable to do so, then we cannot be held responsible and we will refer you to your travel insurance to make a claim for the item. Please note that items left behind after disembarkation may be destroyed.

You must tell us about the problem as soon as possible. If you discover the loss, delay or damage when on board, you must immediately report it to the Guest Relations Desk. The time limits for notifying any loss, delay or damage, and the maximum amount which will be payable by us or the supplier concerned, are as follows:

Any damage or delay, which is apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) before or, at latest, at the time of departure from the ship or, for other services, whilst using or at the end of using

those services. Any loss, damage or delay, which is not apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) within 15 days of departure from the ship or the end of your using the service in question. If you can prove that the damage, delay or loss was our fault or the fault of the supplier of a service that we agreed to arrange as part of your holiday, we will compensate you for the loss or damage you can prove you have suffered as a result, subject to and in accordance with The Athens Convention. However, the maximum we will have to pay you for any damage, delay or loss in these circumstances is the maximum which is payable in respect of cabin luggage under The Athens Convention. This will also be the case where any property is damaged, delayed or lost whilst not on board or getting on or off the ship but using other services (apart from air travel) which form part of the holiday we have contractually agreed to provide. In all cases, you must take account of payments received from any airline and/or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any/all insurance companies.

#### 2.4 What should I do if my property is lost, delayed, or damaged during air travel?

Any damage, destruction, delay, or loss suffered during any travel by air (including the process of getting on and off the aircraft) must be notified to the airline at the time of discovery or, in any event, in writing within 7 days of the end of the flight concerned for damage, destruction or loss or within 21 days of the luggage being made available for you in the event of delay. Guests with flights booked via Azamara should also contact our Guest Relations team on board who will be able to assist. The maximum we or the airline will have to pay you in the event of any damage, destruction, delay or loss of luggage or property is the most which is payable under the relevant international convention or regulation. For most international flights, this will be the Montreal Convention 1999. Where the Montreal Convention 1999 applies, the maximum we or the airline will have to pay you at present for loss, destruction, damage, delay of luggage is the maximum payable under the Convention.

We and the airline will not be liable to pay any compensation in the case of delay affecting luggage if we or the airline can prove that the airline took all measures that could reasonably be required to avoid the delay or that it was impossible for the airline or its employees to take such measures. In the case of damage, destruction, delay or loss of luggage, if we or the airline prove that the damage, destruction, delay or loss was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his rights, we and the airline will not be liable for the damage, destruction, delay or loss, to the extent that such negligence or wrongful act or omission caused or contributed to such damage, destruction, delay or loss.

Subject to the above, we and the airline will only be liable for destruction or loss of, or of damage to, checked luggage on the condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked luggage was in the charge of the airline. However, neither we nor the airline will be liable if and to the extent that the destruction loss or damage resulted from the inherent defect, quality or vice of the luggage. In the case of unchecked luggage, including personal items, we and the airline will only be liable if the damage resulted from the airline's fault or that of its employees or agents. In all cases, you must take account of payments received from any airline or other supplier in connection with your claim.

You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any insurance companies.

#### 2.5 What is my luggage allowance?

The maximum luggage allowance for guests boarding our ships is 90kg per guest and we reserve the right to strictly enforce the luggage allowance limitation for your cruise.

#### 2.6 What are the passport and visa requirements for my holiday?

If you are a British citizen (including children and infants), you must have your own full 10-year (5 year for children) passport which is valid for at least 6 months after your expected return date to the UK. Guests holding non-British passports should check with relevant embassies. All guests should check with the relevant embassy prior to travel for the most up to date information on passport requirements. Obtaining a full British passport presently takes approximately 4

to 6 weeks, but you should allow longer at busy times of the year or if this is your first passport as in this latter instance the Passport Service has to confirm your identity before issuing your passport and may ask you to attend an interview in order to do this. All guests should check with the relevant embassy prior to travel for the most up to date information on passport requirements.

There may be a visa requirement for your cruise, particularly if you are visiting countries in the USA, Asia, the Middle East, China, India and Australia. We strongly recommend that you check your requirements in good time. You can get up to date information at <https://www.gov.uk/foreign-travel-advice>. In addition, you can contact our recommended visa agent VisaCentral (a CIBT company) at [azamaracruises@visacentral.co.uk](mailto:azamaracruises@visacentral.co.uk) or speak to a VisaCentral consultant by dialing 0044-207-620-6990.

**IMPORTANT** - Guests who are British Nationals but their nationality is stated as other than “British Citizen” in their passport must check all visa requirements in advance of travel. Please also note that where there is a requirement to have a visa to travel to a particular country, even if a guest chooses not to disembark the ship in that country, a visa must be arranged as indicated.

You must ensure that all guest names (including any middle names) are exactly the same as they appear on the cruise ticket as in their passport. If there is any difference, you may be refused entry onto your flight/cruise. Passport and visa requirements may change and vary by destination. We regret we cannot accept any liability if you are refused entry onto any flight or into any country, or otherwise suffer any difficulties or incur any costs as a result of not having the correct passport and/or any required visa(s). It is the sole responsibility of the guest to identify and obtain all required travel documents and have them available when necessary. These appropriate valid travel documents such as passports, visas, inoculation certificate, letters for unaccompanied minors and family legal documents are required for boarding and re-entry into the United States and other countries. Guests who do not possess the proper documentation may be prevented from boarding their flight or ship or from entering a country and may be subject to fines. No refunds will be given to individuals who fail to bring proper documentation. Certain Port Authorities may from time to time ask to see photo identification when you depart the ship during the cruise. We strongly suggest that you take a photocopy of your passport in addition to your passport itself with you on holiday and carry the photocopy with you each time you depart the ship, separately to your passport, in order to minimise any inconvenience this may cause and to help with any situation where a passport is lost or stolen. These requirements should act as a guide only and are subject to change at any time (Often there are requirements on passport validity length, even where a visa is not required). For updated advice please contact us, your travel agent, VisaCentral or visit the FCDO’s travel advice page: <https://www.gov.uk/foreign-travel-advice>. Alternatively you may instead visit the relevant embassy in person to arrange the necessary visa. Please note the visa advice is for British Citizens only. Guests who hold other nationality of passports should check with either VisaCentral, their own government or embassy website, or with the relevant embassy of each port of call on the cruise. Where visas can be purchased onboard, guests are asked to complete the online check-in process, including all mandatory information in advance of their sailing. Completing this information will significantly speed up the process for you and will avoid any possible delays and queues on the ship.

## 2.7 Are there any formal health requirements?

Please contact your GP for advice and the most up-to-date health requirements for all destinations on your cruise at least 8 weeks before and again within 14 days before you travel. To ensure a healthy sailing, we request that guests complete a questionnaire at the port to confirm if they are suffering from or showing symptoms of gastrointestinal type illness or other illnesses that spread easily from person to person. We may also require proof of vaccination or testing for Infectious disease, including COVID-19. We have a medical facility on all our ships to assist you if you feel unwell on your cruise. We strongly recommend you visit the medical facility if you are feeling unwell especially in the event of any gastrointestinal illness, such as diarrhea or vomiting, or symptoms of COVID-19, such as coughing, loss of sense of taste or smell. In such circumstances, please contact the medical facility immediately and follow any advice or instructions given to you by its medical personnel. Where necessary, if your condition is deemed contagious, you may be confined to your cabin to avoid your condition spreading to other guests onboard. Non-compliance with the instructions of the ship medical personnel is contrary to our Guest Health Safety and Conduct Policy and could lead to your removal from the ship at the next port of call in accordance with that policy. For full details of all our COVID-19 protocols, our Supplementary Booking Terms and

Conditions, and our Guest Health Safety Conduct Policy which are incorporated into these terms and conditions, see [www.Azamara.co.uk/booked-guests/before-you-board/explore-well-at-sea](http://www.Azamara.co.uk/booked-guests/before-you-board/explore-well-at-sea) or contact your Travel Agent. Information on health is also contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health Office and most Post Offices. Further travel advice can be found on <http://www.fitfortravel.nhs.uk/home.aspx> and [www.nathnac.org/](http://www.nathnac.org/). Azamara welcomes pregnant guests but will NOT accept guests who will enter their 24th week of pregnancy by the beginning of, or at any time during their cruise vacation. All pregnant guests are required to bring a doctor's fit to travel letter with them to the pier, stating the number of weeks they are pregnant at date of sailing, that they are fit to travel, and that they are not considered a high-risk pregnancy. A copy should be sent to Special Services in advance of sailing (see section 4.2). Please check our website for full details. To ensure a healthy sailing, we request that guests complete a questionnaire at the port before check-in, to confirm if they are suffering from or showing symptoms of gastrointestinal type illness or other illnesses that spread easily from person to person. The legal status and regulation of some medicines prescribed or purchased in the UK can be different in other countries. For example, In the UAE, some prescribed and over the counter medicines are considered controlled substances and can't be brought into the country without prior permission from the UAE Ministry of Health.

For European holidays you need a European Health Insurance Card (EHIC) to receive healthcare that becomes necessary during your visit to an EEA country or Switzerland free or at a reduced cost and you should obtain one prior to departure. All E111 forms ceased to be valid on 31 December 2005. You can obtain an EHIC card online at [www.ehic.org.uk](http://www.ehic.org.uk) or by calling the EHIC Applications Line on 0300 330 1350 0845 606 2030 (calls cost may apply – see website for details) or by post – pick up an EHIC application pack from your local Post Office branch. Cards should be delivered within 21 days. Please note, limitations on the use of the EHIC card apply. If you already have an The EHIC card, it will enable you to receive medical assistance in an EU country but is not an alternative to adequate travel insurance which we strongly recommend you obtain as soon as you make a booking. A UK Global Health Insurance Card (GHIC) gives you the right to access state-provided healthcare during a temporary stay in the European Union (EU). UK-issued EHIC cards are still valid at the time of publication and offer the same cover as GHICs in the EU. Once your EHIC has expired, you'll be able to replace it with a GHIC. You can get a provisional replacement certificate (PRC) if you need treatment abroad and do not have a card.

For more information, see <https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic>.

## Medical Conditions

We strongly recommend you notify our ship crew, and/or visit the medical facility if you are feeling unwell or suffering from symptoms of any viral infection (including COVID-19) or gastrointestinal illness, e.g. diarrhea or vomiting. In such circumstances, please contact the medical officer immediately and follow any advice or instructions given to you by crew or medical personnel. Where necessary, if your condition is deemed contagious, you may be confined to your cabin to avoid your condition spreading to other guests onboard or beyond. In certain cases, you may not be allowed to board our ship. Non-compliance with the instructions of the ship medical personnel is contrary to our Guest Health Safety and Conduct Policy and could lead to you being refused boarding, placed in isolation or removed from the ship at the next port of call in accordance with that policy. For full details of the Guest Health Safety and Conduct Policy, which is incorporated into these terms and conditions, see [www.Azamara.co.uk/Guest Health Safety and Conduct Policy](http://www.Azamara.co.uk/Guest Health Safety and Conduct Policy).

### 2.8 What if I cannot travel?

In the event you wish to transfer your booking to another party, you must notify us in writing at least 7 days prior to the departure date. In the event that there are any increased costs in making such changes (e.g. flight cancellation and rebooking fees, administrative fees or other charges or costs deriving from such transfer), both you and the other party shall be jointly liable to pay those fees, charges or costs.

## 3. From plane to port

### 3.1 How do I get to my cruise?

For long haul destinations, a standard fly/cruise package is where we fly you on the day prior to your cruise, provide transfers to overnight accommodation selected by us & transfer to the port the following day. For non-UK European departing cruises, a standard fly/cruise package is where we fly you on the same date as your cruise departure date and transfer you from the arrival airport directly to the port of departure of your cruise.

A non-standard fly/cruise package is any other air and cruise arrangement organised by Azamara for you. In such circumstances you shall be responsible for the cost of all accommodation and transfers in addition to the cost of the standard fly/cruise package.

On our standard fly/cruise package holidays, we offer flight departures from selected UK airports. Connecting UK domestic flights may also be available from a selection of regional airports. Some flights may incur a supplement which will be advised before the time of booking. Please note that we are not always able to offer a direct flight to our guests as this is subject to the airlines' schedules and availability.

Where you build your own package, if you require transfers you will need to add them to your booking as these are not added automatically. Please also note that where you are building your own package some flights may not necessarily return to the same airport in the UK (e.g., a return flight to London Heathrow as opposed to London Gatwick so please check your details carefully before paying for your booking). Please note, if we are not arranging flights for you, please consult your Travel Agent on the most appropriate flight times, ensuring you allow sufficient time both prior to embarkation and following disembarkation. Please note that the time a ship sails and the time it arrives back, may be subject to change in advance of the cruise or on the day, so please factor in delays when arranging your own onward journeys.

All flights are also subject to the following conditions:

All flights are subject to availability and the Conditions of Carriage of the applicable airline which may be viewed on the airline's dedicated website or are available on request.

Whilst the dates of your outward and return flights will be advised at the time of booking, the flight timings and/or routing may not be shown on your Confirmation Invoice. Flight timings shown on your confirmation invoice are for guidance only and may change. Your confirmation invoice will show the latest planned timings. Your actual flight timings will be shown on the Air Arrangements page of your cruise e-docs, which you should check carefully as soon as you receive. We may not be able to inform you of your flight timings and routing for bookings made more than 10 months before departure.

Please note that your booked flight may not be the most direct route and may also involve more than one stop on route to your destination, which may involve you disembarking from the aircraft. Please also note that where guests are travelling together but booked on different booking numbers, we cannot guarantee that we will be able to book the same flight itinerary, as this is subject to availability.

This information will be provided as soon as we are in a position to do so. A contract between us will come into existence when we send out the Confirmation Invoice, even when we are unable to provide flight timings.

The flight timings and airlines shown on your Confirmation Invoice cannot be guaranteed and are subject to change. Whilst we endeavour to book the best connections between flights, a wait may be experienced at connecting airports.

We are not always in a position to confirm the route, service (scheduled or non-scheduled), airline, aircraft type or the airport of destination, which will be used in conjunction with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change (including the substitution of non-scheduled flights for scheduled air services and/or re-routing of air travel due to scheduled air services being withdrawn or changed or being unavailable). Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

In any event the actual flight times will be those shown on your tickets, which will be dispatched to you approximately four weeks before departure. You must accordingly check your tickets very carefully immediately upon receipt for confirmation of correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

Any amendments to your flight or other arrangements will be subject to availability and will incur an administration charge of £35 per person along with any additional costs and charges incurred by us or imposed by the airline or other supplier. If your flight tickets have been issued, standard airline cancellation penalties will also apply. In some cases, these could be the full cost of the ticket.

If you wish to travel on a particular carrier, flight routing, if your departure and/or arrival date differ from the standard flight inclusive package, an Air Deviation fee of £20 per guest may be payable along with any additional costs and charges incurred by us or imposed by the airlines.

We/the airline will endeavor to satisfy any special service(s) requests at time of booking, such as special dietary requirements, meet and assist and wheelchair assistance. Regrettably we/the airline cannot guarantee your request. Some medical assistance and some special meal requests may incur a charge by the airline, which will be invoiced accordingly. Please note that any request of this nature should be advised at the time of booking and confirmed in writing at least 45 days prior to your sail date. Please email [special\\_needs@azamara.com](mailto:special_needs@azamara.com). Not meeting any special request for any reason will not be a breach of contract. Please note: airlines may at their discretion refuse to carry passengers with certain medical conditions. You must provide details of all medical and physical conditions, which affect you, and/or any member of your party at the time of booking. See also sections 4.1, 5.1 and 5.5 below.

### 3.2 What if my flight is delayed?

Regrettably, flight delays do occasionally occur. In this event, the airline concerned may provide you with refreshments, and if necessary, may provide overnight accommodation depending on the expected length of the delay, the time of day and the airport in question. We cannot accept any liability for any delay, which is due to any of the reasons set out in section 5.6 of these Booking Conditions (which includes the behavior of any passenger on the flight who for example fails to check-in or board on time).

Please note: If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If the airline does not comply with these rules you can make a complaint via the Civil Aviation Authority. See [www.caa.co.uk](http://www.caa.co.uk) for details.

### 3.3 When will I get an ATOL Certificate?

If you book a fly cruise package holiday with us directly via our UK website, we shall provide you with a Confirmation Invoice and ATOL Certificate (Package) via email as soon as you have booked. If however you make a booking for a fly cruise holiday by calling our call centre, we will send the Confirmation Invoice and ATOL certificate to you by post or, if you confirm your email address to us at the time of making a telephone booking, we will send these documents to you immediately by email. Sometimes the ATOL Certificate we supply to you may state that the flights are yet to be assigned, in which case, as soon as your flights are allocated, a new ATOL Certificate will be issued to you. Likewise, if any details change of your holiday that changes the details in the ATOL Certificate we will issue a new ATOL Certificate to you which will replace and supersede the previous one. Where you book a fly cruise holiday through a Travel Agent, your travel agent shall provide you with the ATOL Certificate either on our behalf or on its own account. Please ask for this document and keep this document safe with your travel documents when you travel.



## 4. On board ship

### 4.1 What about special diets?

Azamara can accommodate the following special diets on board: vegetarian, diabetic, low-fat, low-sodium, low-cholesterol diets. Other special diets such as kosher meals, gluten-free and lactose-free may be available upon advanced request. Note: kosher meals are pre-packed and are only available for dinner in the main restaurant. Please note that kosher food and other special meal requests may not be the same standard and offer the same range as the food provided under the general menu. Please submit your dietary request in writing at least 90 days prior to your sail date giving as much detail as possible as to your particular requirements. Please email [special\\_needs@azamara.com](mailto:special_needs@azamara.com). We will endeavor to accommodate reasonable requests, although we cannot guarantee we will be able to meet requirements. Please ask your Travel Agent for further information.

Please note that whilst we are able to take requests for specific dietary requirements and take note of food intolerances, this is confined to the main restaurant on each ship. We are unable to guarantee or accept responsibility that the food served in any other food establishment on board ship will be able to cater for specific dietary requirements and food intolerances.

### 4.2 What about special services/requirements?

We seek to assist those passengers with disability and reduced mobility by making reasonable endeavors to cater for those with special services/assistance requirements. For those with disability or reduced mobility we will seek to ensure comfortable travel through airports, piers and on board by liaising with airlines, port agents, hotels, transport companies and of course our ships to make any reasonable and necessary arrangements for assistance for genuine medical reasons.

Please advise us in writing of any special requirements you may have at the time of booking e.g. the carrying of any special medical equipment, assistance animals, wheelchairs, assistance at the airport/port/on board or relating to ship or hotel accommodation at the time of making a booking. Please note: if you are bringing any medical equipment with you that requires mains power, please ensure you check the power requirements with our Special Services team in advance of your cruise. We will also provide with your first Confirmation Invoice a 'Guest Special Needs' form (also available on our website) which we ask you to complete and return to us no later than 90 days before travel as this gives you the opportunity to advise us in detail of any special requirements you may have in writing.

Based on the information you provide about any special needs you may have, we will assess the suitability of the trip based on those needs as we owe you a legal duty of care to ensure you are reasonably safe whilst in our care. If we consider that, because of your special needs, your booked holiday is unsuitable, we will make contact with you as soon as possible after you have provided information to us about your needs to explain our reasons and assess any possible alternatives.

For all potential guests considering cruising with Azamara, please feel free to make contact with us in advance of making a booking to discuss with us any special needs. We can then advise on an informal basis if we consider your chosen cruise is suitable. Please note that any sensitive personal information you provide to us will be treated in the strictest confidence.

Where we cannot provide appropriate support or the services as requested, we will advise you as soon as possible. The request/information can either be emailed to [special\\_needs@azamara.com](mailto:special_needs@azamara.com), or posted to Azamara, Building 5, The Heights, Brooklands, Weybridge, Surrey, KT13 0NY. Should your needs change after booking or you become aware you need assistance you must notify us immediately and we will make reasonable efforts to assist you at that time.

### 4.3 Can a special request be guaranteed?

Regrettably no. If you have a special request, please give details in writing to your Travel Agent or us (if booking directly) at the time of booking. Whilst we and our suppliers will endeavor to meet reasonable special requests, we regret we cannot guarantee that we/the supplier will be able to do so. Not meeting any special request for legitimate reasons will not be a breach of contract. If a special request can only be met at an additional cost, except where contrary to the requirements of applicable law, that cost will either be invoiced prior to departure or will be payable locally. Confirmation

that a special request has been noted and passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

Unless specifically agreed by us in writing at the time of booking, we cannot accept any booking that is conditional on a special request being satisfied. Such bookings will be treated as normal bookings subject to the above comments on special requests.

#### 4.4 Shore excursions and activities

Our descriptions may refer to activities, which are available in the ports or destinations you are visiting. We have no involvement in any such activities, which are neither run, supervised nor controlled in any way by us. They are provided by local operators who are entirely independent of us and we act as the agent for these operators. They do not form any part of your contract with us even where we suggest particular operators/centres and/or assist you in booking such activities in any way unless they are expressly booked as part of your package holiday.

Accordingly, we cannot accept any liability in relation to such activities and the acceptance of liability contained in section 5.6 of our Booking Conditions will not apply to them. We cannot guarantee accuracy at all times of information given in relation to such activities or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

If you feel that any of the activities mentioned on our website or brochure, which are not part of our contract, are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resorts/area information and or such outside activities, which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of the booking.

Please Note: any dispute or claim arising out of a shore excursion must be brought against the local excursion operator, however if such dispute or claim is made against your Azamara contracting entity, it must be brought in the Courts of Ireland in accordance with laws of Ireland who shall have sole jurisdiction over such dispute or claim.

Special arrangements for guests with reduced mobility or disability may be available on certain shore excursions that are suitable. For details including pricing & restrictions, please email [special\\_needs@azamara.com](mailto:special_needs@azamara.com) with details of any special requirements. Where applicable, please also provide wheelchair/scooter dimensions, weight and battery type.

#### 4.5 Smoking policy

Each of Azamara ships have a designated smoking area. This area is located on the starboard forward section of the Pool Deck. Smoking areas have signs indicating that smoking is permitted there. All other areas of the ships are non-smoking.

#### 4.6 Assistance

If you are in difficulty while on holiday and require assistance with health services, local authorities or consular assistance, please call us on +044(0)3444934016 for information (From overseas, additional call charges may apply). Azamara may charge a reasonable fee for such services. Onboard, please refer to the Guest Relations Desk or the Medical Centre.

### 5. Additional information

#### 5.1 What about guests with special needs?

You must ensure that you are medically and physically fit for travel, and that such travelling will not endanger yourself or anyone else. We also ask that you notify us of 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) in order that we can prepare accordingly and make all reasonable efforts to accommodate you in a safe manner. Any assistance or requirements that you have relating to accommodation, seating or services including medical assistance or a requirement to bring medical equipment must be advised to us, where known at time of booking. Should your needs change after booking or you become aware that you need assistance as described above you must notify us immediately and we will make reasonable efforts to assist you at that time. Where we cannot provide appropriate

support or the services as requested, we will advise you as soon as possible. Except as set out below, our ships have a limited number of accessible staterooms, equipped with features designed to help guests with a mobility disability or other disability who may find a non-accessible stateroom restrictive. Guests who book these staterooms must sign and return the form we provide in order for us to ensure that they are only allocated to those guests who have a genuine medical need for them. We reserve the right to reassign guests to a standard stateroom where there is no genuine medical need for an accessible stateroom or cancel the booking, in order to ensure the above. Please contact our Reservations Department for further information. 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 complete the Guest Special Needs Form we provide with your first Confirmation Invoice and then send it to our Special Services department (see section 4.2) at time of booking to provide the details and dimensions as size limitations may apply and we may not be able to accommodate this request. Certain conditions (for example: use of tenders or some shore excursions) may prevent guests with wheelchairs from going ashore at certain ports of call. We regret we must reserve the right to refuse to allow anyone to travel in accordance with EU Regulation 1177/2010. This includes a refusal in order to meet safety requirements established by international, union or national law or those competent authorities, or where the design of the ship or port infrastructure (including terminals) and equipment makes it impossible to carry out the embarkation, disembarkation or carriage of a guest in a safe or operationally feasible manner. If you think you may require assistance please speak to us at the time of booking so we can consider any special requirements you may have. Please note that any sensitive personal information you provide to us will be treated in the strictest confidence.

## 5.2 Are there any age restrictions?

On ships departing from ports in Europe, Asia, South America, Australia or New Zealand, no person under eighteen (18) (a 'minor') may sail on any cruise holiday or have a stateroom on his or her own unless accompanied by a parent, a legal guardian or authorised person\* who is over the age of eighteen (18). Please note that for any of our ships sailing from a port in the US or Canada, the minimum age for the above policy will be twenty-one (21).

Minors travelling with an adult(s) who is not the parent or legal guardian shall be required to present (a) the minor's valid passport, (b) all applicable visas and (c) \*where the minor is under the age of eighteen (18), an original legally affirmed or notarised letter signed by at least one of the child's parents/legal guardians.

The minimum age for infants to sail is six (6) months, as of the date of sailing and twelve (12) months, as of the date of sailing for Transatlantic, Transpacific, Hawaii, Australian, selected South American cruises and other selected cruises. For the purposes of this policy, any cruise that has 3 or more days consecutive at sea will require infants to be twelve (12) months old on the first day of the cruise.

The minimum drinking age for all alcoholic beverages on Azamara ships is twenty-one (21). However on International cruises departing from ports in Europe, Asia, South America and Australasia, where the legal drinking age is typically lower, the minimum drinking age is lowered to eighteen (18), but remains subject to applicable laws in any cruise port-of-call, destination and relevant territorial waters. All guests must agree to comply with Azamara's Guest Health Safety and Conduct policies. We reserve the right to vary minimum age limits without notice where local laws require or where deemed desirable or necessary.

## 5.3 What about advanced or delayed sailings and changes in the itinerary?

We regret we cannot guarantee that ships will call at every advertised port or follow every part of the itinerary. Itineraries may change from time to time, both before and after your sailing departs. Azamara and the Master of the ship have the right to omit or substitute any port(s), call at any additional port(s), vary the order of call for ports, change the time of arrival at, departure from or time spent at any port of call, deviate from the advertised itinerary in any way or substitute another ship. Where possible, you will be advised of any significant changes to your confirmed itinerary before departure from the UK - see section 5.4. Changes to the last confirmed itinerary for your cruise may become necessary after you have departed from the UK for a variety of reasons such as prevailing weather and sea conditions, guest emergencies, providing assistance to other vessels and the ship being unable to operate at its normal speed(s) due to unexpected mechanical or technical problems. We will of course do our best to avoid any changes that will have a significant

detrimental effect on your last confirmed itinerary. However, we cannot accept any liability in respect of any changes that result from circumstances outside our control (see section 5.9) or which do not have a significant detrimental effect.

#### 5.4 Can you change or cancel my holiday?

Occasionally, we have to make changes to and correct errors in our brochure and other details both before, and after, bookings have been confirmed and, even more rarely, cancel confirmed bookings. There may be a requirement to carry out maintenance/building works on your cruise. Where the works are likely to seriously impair your holiday, we will notify you as soon as possible. Occasionally we may also be forced to amend or cancel a U.S. back to back cruise due to U.S. legislation preventing us from allowing you to travel on this basis but will endeavor to advise you promptly after making such a booking if this is necessary.

Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

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

(b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper; or

(c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us within 14 days of such cancellation.

Please note: the above options are not available where any change made is a minor one.

A significant change is a change to your confirmed holiday, which we can reasonably expect will have a significant effect on it. Examples of what we consider are significant and minor (defined below) changes are as follows:

Significant change: examples include a change from two days spent in ports of call to two days sailing instead; a change in UK departure airport (excluding changes between the local airports) and a change in the time of your outbound flight by more than 12 hours on a 14-night holiday.

Minor change: examples include a change from one port of call to another; a change from one day's port of call to one day sailing; a change in timings for any port(s) of call but the ship still calls at all confirmed ports; a change in order of ports that are visited and a change in the time of your departure that is less than 12 hours on a 14-night holiday.

Very rarely, we may be forced by 'force majeure' (see section 5.9) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we may be unable to make a full refund (unless we obtain any refunds from our suppliers), pay you any compensation or meet any unforeseen costs or expenses you incur as a result.

In the event of unavoidable and extraordinary circumstances meaning that we cannot guarantee your timely return home from your cruise holiday, Azamara shall be responsible for necessary accommodation for a period not exceeding three nights per traveller. Such limits may vary with regard to persons with reduced mobility, pregnant travellers and those with specific medical needs whom have made us aware of their needs at least 48 hours prior to travel. Likewise, if unavoidable and extraordinary circumstances prevent us from completing the voyage, and we notify you of this without undue delay before the start of the package commences, we will have no liability to you save for a refund of the amount paid for the holiday. We will not be deemed to have unduly delayed advising you of the cancellation (i) 20 days before the start of the package in the case of trips lasting more than six days, (ii) 7 days before the start of the package in the case of trips lasting between two and six days and (iii) 48 hours before the start of the package in the case of trips lasting less than two days.

## 5.5 Can you refuse to allow me to travel?

If in our reasonable opinion or the reasonable opinion of the ship's Master or doctor, you or any member of your party are or appear to be unfit to travel for any reason or a risk or danger to yourself or a danger to others (including by reason of pregnancy, entering their 24th week of pregnancy at any point of the cruise - see section 2.7) or you or any member of your party 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 and or any member of your party 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.

To ensure a healthy sailing, we may also request that guests who arrive at check-in and are experiencing showing symptoms of a viral (including, without limitation, COVID-19) or gastrointestinal type illness or other illnesses that spread easily from person to person may be asked following consultation with our medical staff to reschedule their cruise.

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.

If you have failed to give proper notice of any assistance or needs you require in accordance with section 5.1 and in accordance with EU Regulation 1177/2010 we reserve the right to refuse to allow you to travel. Please also see section 1.3.

Please tell us about any special needs you may have so we can advise you of the suitability of the selected holiday. Please note that any sensitive personal information you provide to us will be treated in the strictest confidence. If we consider that, because of your special needs, your chosen holiday may be unsuitable, we will advise you as soon as possible after you have provided information to us about your and assess any possible alternatives.

On every Azamara ship, we are committed to providing every guest with a cruise holiday that is excellent. To further ensure that you and your fellow guests receive exactly that, we have developed a set of Guest Health Safety and Conduct Policies which are available on board. **IMPORTANT:** A violation of any Azamara Policies are cause for appropriate corrective action, including confiscation of improper materials or items, confinement, ejection of the guest from the ship or refusal to allow you to travel on or termination of future cruise bookings. These policies are subject to change without notice and without liability to Azamara. Azamara is free to adopt additional rules not stated in these policies.

## 5.6 What is your liability towards guests?

(1) Subject to section 5.7 below, Azamara warrants that the holiday arrangements agreed upon as applicable as part of our contract with you are made and performed with reasonable skill and care. For example, Azamara will accept responsibility if you suffer death or personal injury or your contracted holiday arrangements are not provided (as promised) or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making and performing or providing your contracted holiday arrangements. However, it is your responsibility to show that reasonable skill and care was not used should you decide to make a claim. In addition, Azamara is only responsible for the actions of its employees, employees, agents, and suppliers, acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) Azamara will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost, or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party;
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- "force majeure" as defined in section 5.9 below.

Notwithstanding the above, Azamara does not seek to exclude liability for death or personal injury as a result of our negligence.

Please note: Azamara shall not accept liability for any damage, loss, expense, or other sum(s) for any of the following: (1) Azamara could not have reasonably foreseen you would suffer or incur damages if we breached our contract with you (based on the information given to Azamara by you concerning your booking prior to our acceptance) or (2) At no fault by Azamara, its employees, or suppliers (where we are responsible for them), which did not result from any breach of contract. Additionally, we cannot accept liability for any business losses.

Azamara shall not accept responsibility for any services, which do not form part of our contract. For example, any additional services or facilities, which your hotel or any other supplier agreed to provide for you where the services or facilities are not advertised on the Azamara website or in the Azamara brochure, and Azamara has not agreed to arrange the additional services or facilities. In addition, we only warrant to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

For shore excursions, refer to section 4.4. Shore excursions do not form any part of your contract with Azamara even where we suggest particular operators/centres and/or assist you in booking such activities in any way. Accordingly, Azamara shall not accept any liability in relation to such activities.

Any dispute or claim arising out of a shore excursion must be brought against the local excursion operator, however, if such dispute or claim is made against your Azamara contracting entity, it must be brought in the Courts of Ireland in accordance with laws of Ireland who shall have sole jurisdiction over such dispute or claim.

The warranties Azamara makes to you about the services agreed upon as part of the contract, and the laws and regulations of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services, which gave rise to the claim or complaint, complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided.

This will be the case even if the services did not comply with the laws and regulations of the UK, which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature, which might lead a reasonable holidaymaker to refuse to take the holiday in question.

#### 5.7 What is your limit of liability towards guests?

The provisions of the Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 as supplemented and/or varied by any other applicable legislation from time to time in force including, but not limited to Regulation (EC) No 392/2009 (together, "The Athens Convention") applies to your cruise as well as the process of embarking and disembarking the ship. For any claim involving: (i) death or personal injury or (ii) delay of or loss of or damage to luggage the only liability we have to you is in accordance with The Athens Convention. As such, you are not entitled to make any claim against us which is not expressly permitted by The Athens Convention or which is in excess of the limits provided by The Athens Convention.

Any claims covered under The Athens Convention must be made within the time limits set out in The Athens Convention. The Athens Convention limits the maximum amount Azamara, as the carrier, has to pay if it is found liable in the event of death or personal injury as well as for claims concerning luggage and valuables. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, rail, or road carrier or any stay in a hotel, the maximum amount of compensation Azamara will have to pay you is limited. The most Azamara will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is, except as otherwise expressly set out in the Booking Conditions, the most the carrier or hotel keeper concerned would have to pay under the International Convention or Regulation, which applies to the travel arrangements or hotel stay in question. For example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and/or for airlines with an operating license granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air. Where a carrier or hotel would not be obliged to make any payment to you under the applicable

International Convention or Regulation in respect of a claim or part of a claim, Azamara similarly is not obliged to make a payment to you for that claim or part of the claim. When making any payment, Azamara is entitled to deduct any money that you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request. If you have booked a cruise together with an international flight or regional flight transfer from us. The current maximum limits that apply under the Athens Convention in the event of our liability for death or personal injury caused by a shipping incident is 250,000 SDRs (approximately £257,000) unless such is caused by an act of war, natural phenomenon, civil war, terrorism, or any other exception set out in the Athens Convention. Where Azamara is found to have been negligent this limit is increased to 400,000 SDRs (approximately £413,000). The limit of Azamara's liability for death and personal injury for non-shipping incidents is limited to 400,000 SDRs (approximately £413,000). In the event of our liability for damage and loss to baggage, where baggage is deposited with the ship, this is limited to 3,375 SDRs (approximately £3,484) and for damage and loss to cabin luggage this is limited 2,250 SDRs (approximately £2,322).

#### 5.8 What happens if I have a complaint?

In the unlikely event you have a reason to complain whilst away, you must immediately notify the Guest Relations Desk 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 and you wish to follow this up you must write to us on your return to Azamara Claims Dept., Azamara at Building 5, The Heights, Brooklands, Weybridge, Surrey, KT13 0NY, United Kingdom or [AzamaraGuestRelations@Azamara.com](mailto:AzamaraGuestRelations@Azamara.com). You must give your booking reference number and full details of your complaint within 28 days of your return from holiday unless a different time limit applies to your claim – see section 2.1, 2.3, 2.4 and 5.7. We will only accept complaints from the lead name of a booking. If your complaint is written on behalf of other members of your travelling party, their full names and booking reference numbers must be clearly stated in the correspondence together with their authority for you to handle the complaint on their behalf.

If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

Any dispute between us, which cannot be settled by agreement, may be referred the Association of British Travel Agents (ABTA).

ABTA offers a complaints procedure to assist you in resolving any dispute with us. In the alternative, where ABTA does not help you to settle the dispute, ABTA offers an arbitration and, mediation scheme that is administered independently of the travel industry. For personal injury and illness claims, a mediation scheme is also available. Fees may apply to use of arbitration and mediation services.

For further details of the arbitration and mediation scheme, visit ABTA's website at <http://abta.com/go-travel/travel-clinic/arbitration-and-mediation> or call their consumer helpline on 020 3117 0599. If you do not wish to use the ABTA Arbitration and Mediation scheme or the dispute is not resolved as a result of using the service, you may go to Court. We both agree that any dispute, claim or other matter arising out of or in connection with your contract or your holiday with us will only be dealt with by the Courts of Ireland. The contract and any dispute between us is governed by Irish law. SP Cruises Ireland Limited is an ABTA member and shall allow any dispute arising out of an alleged breach of contract or negligence (by them, occurring on bookings that are made or sail after the date of joining ABTA only) to be referred to arbitration arranged with the Chartered Institute of Arbitrators. It shall be subject to such time, financial and other restrictions as from time to time shall apply.

We can only pay you compensation if the following conditions are met:

- If asked to do so, the person(s) affected must transfer to us any rights they have against the supplier or whoever else is responsible for your claim and complaint.
- The person(s) affected must agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights transferred to us.

Customer Relations Department, Azamara, Building 5, The Heights, Brooklands, Weybridge, Surrey KT13 0NY, United Kingdom or Tel: 0344 493 4016†. Email: AzamaraGuestRelations@Azamara.com.

Please note we are able to respond quicker to correspondence sent to us via email than correspondence sent by post in most circumstances.

#### 5.9 Force Majeure

What about circumstances which are outside your control?

Except where we specifically say otherwise in these Terms and Conditions, we cannot accept any liability or pay any compensation where your holiday and/or any other services we have promised to arrange or provide cannot be provided at all, or as promised or you otherwise suffer any damage or loss as a result of circumstances which are outside our control ('force majeure'). When we talk about circumstances which are outside our control, we mean any event which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care. Such events are likely to include war or threat of war, acts of terrorism or threats of such acts, riots or civil unrest, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks, epidemics (i.e., decree or order resulting in Azamara's inability to perform its business functions), mechanical difficulties (which we could not have anticipated or avoided despite our normal comprehensive mechanical checks), the non-availability of ports and ancillary facilities; the inability of cruise operators to operate cruises as a direct or indirect result or consequence of the United Kingdom's decision to leave the European Union (including the loss or restriction of shipping or transit rights or the right of cruise operators to access ports and/ or ancillary facilities) and all similar circumstances which are outside our control.

#### 5.10 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.

#### 5.11 What other conditions apply to my holiday?

Airlines, hotels, lodges, rental companies and our other suppliers have their own conditions, which will apply to your holiday, we strongly recommend that you refer to these. Some of these conditions may limit or exclude the airline's or other supplier's liability to you, often in accordance with International Conventions. Copies will be available from our suppliers.

#### 5.12 Is my money safe?

##### A. Standard Fly/Cruise and Build Your Own Package (incorporating flights) Holidays

All our flight inclusive holidays are financially protected by the ATOL Scheme. SP Cruises Ireland Limited holds an Air Travel Organisers Licence (ATOL no 12003) issued by the Civil Aviation Authority ('CAA'). This means that if you purchase an Azamara flight inclusive cruise holiday, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. You will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organisers Licence numbered 12003.

All the flight inclusive cruise holidays in our brochures and on our website are financially protected by the ATOL scheme under our applicable ATOL number. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. For more information about financial protection and the ATOL Certificate go to <http://www.atol.org.uk/ATOLCertificate>.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and



you agree to pay any money outstanding to be paid by you under your contract to the alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If you have booked an Azamara flight inclusive cruise holiday via one of our authorised travel agents, all monies you have paid for that booking will be protected by the above arrangements regardless of whether that travel agent becomes insolvent before or after we have issued our confirmation invoice. In this event, you will be required to pay any outstanding balance due (if any) directly to us (or any other travel agent nominated by us) in accordance with these Booking Conditions in order to receive your holiday. If you have booked an Azamara flight inclusive cruise holiday via one of our authorised travel agents, you should receive from the travel agent a confirmation invoice issued by us which shows that we have arranged the flights as well as the cruise part of the holiday.

Where a travel agent acts as our agent for a booking, any payments of money accepted by the travel agent from you is held on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the travel agent's obligation to pay such funds to us as ATOL holder for so long as we do not fail as a business.

If we as ATOL holder fail as a business, any money held at that time by the travel agent acting as our agent, or subsequently accepted from you by the travel agent is and continues to be held by that travel agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us as principal ATOL holder.

If we, or the suppliers identified on your 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) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

If we, or the suppliers identified on your 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) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

#### **B. Cruise-Only and Build Your Own Package (not incorporating flight services) holidays**

SP Cruises Ireland Limited is a member of ABTA with membership number Y6749. ABTA and ABTA members help holiday makers get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA: 30 Park Street, London, SE1 9EQ. Tel: 020 3117 0599 or [www.abta.com](http://www.abta.com).

When you book an Azamara cruise-only holiday via one of our authorised travel agents, all monies you pay for that booking will be held by the travel agent on your behalf until we issue our confirmation invoice. Until that point, your monies are not protected by our ABTA membership or any other arrangement. We therefore recommend that you use a travel agent who offers their own financial security arrangements so that in the event that the travel agent becomes insolvent before we issue our confirmation invoice all monies that you have paid to that travel agent will be refunded to you.

In the event that our authorised travel agent becomes insolvent after we have issued our confirmation invoice, then all monies you have paid to that travel agent for that cruise-only holiday are protected by our ABTA membership. You will be required to pay any outstanding balance due (if any) directly to us (or any other travel agent nominated by us) in accordance with these booking conditions in order to receive your holiday. If you have booked a cruise-only holiday with

us you should expect to receive from the travel agent a confirmation invoice issued by us, which shows that we are responsible for the cruise part of your holiday only.

Please note: for the purpose of ABTA protection, this will include any additional components including any on shore hotel accommodation and/or ground transfers arranged by us as part of your cruise booking with us. Where there is a flight element to your booking this will be protected by virtue of our ATOL protection (see above).

#### C. Cruise-Only Holidays plus other services arranged by your travel agent or tour operator

You may book an Azamara cruise-only holiday in conjunction with other services (such as flights, on shore accommodation and/or ground transfers) that are arranged or provided by a travel agent or tour operator ('travel organiser') with whom you book. 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. Your holiday will not be protected by our ATOL or ABTA membership. 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 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.abta.co.uk](http://www.abta.co.uk).

#### 5.13 Price and brochure accuracy

Azamara policies and procedures are constantly evolving. At the time of printing, all those listed in our brochure were correct. We shall notify you and seek your consent prior to confirming your booking of any variation in any published booking terms, including changes to your deposit or cost of travel.

#### 5.14 Use of Photos, Videos or Recordings

Guest hereby grants to Carrier (and its assignees and licensees) the exclusive right throughout the universe and in perpetuity to include photographic, video, audio, and other visual or audio portrayals of Passenger taken during or in connection with the Cruise or CruiseTour (including any images, likenesses or voices) in any medium of any nature whatsoever (including the right to edit, combine with other materials or create any type of derivative thereof) for the purpose of trade, advertising, sales, publicity, promotional, training or otherwise, without compensation to the Guest. Such grant shall include the unrestricted right to copy, revise, distribute, display and sell photographs, images, films, tapes, drawings or recordings in any type of media (including but not limited to the Internet). Guest hereby agrees that all rights, title and interest therein (including all worldwide copyrights therein) shall be Carrier's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger.

Guest hereby agrees that any recording (whether audio or video or otherwise) or photograph of Guest, other guests, crew or third parties onboard the Vessel or depicting the Vessel, its design, equipment or otherwise shall not be used for any commercial purpose, in any media broadcast or for any other nonprivate use without the express written consent of Operator. The Operator shall be entitled to take any reasonable measure to enforce this provision.

#### PRIVACY STATEMENT

For the purposes of, Regulation (EU) 2016/679 of the European Parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and any associated legislation, SP Cruises Ireland Limited is a data controller. In order to process your booking, we need to collect certain personal details from you. In addition, you may have certain additional privacy rights based on other factors, such as the country where you reside.

These details will include, where applicable, the names and addresses of party members, credit/debit card or other payment details and special requirements; such as those relating to any disability or medical condition, which may affect the chosen holiday arrangements, and any dietary restrictions which may disclose your religious beliefs. We may also need to collect other personal details such as your nationality, citizenship, gender and passport details in addition to the details mentioned above to provide to third parties in order to fulfill your holiday. We need to pass on your personal details to the companies and organisations that need to know them so that your holiday can be provided (for example your airline, hotel, the ship operator, other supplier, credit/debit card company or bank). We may also be required, either by law or by applicable third parties (such as Immigration Authorities) to disclose your details for various reasons; for example in the interests of protecting national security. Such disclosures will only be made if permitted by the Data Protection Regulations or the General Data Protection Regulation (as applicable) and any associated legislation. Such companies, organisations and third parties may be outside the European Union, United Kingdom, Norway, Iceland or Liechtenstein if your holiday is to take place or to involve suppliers outside these countries and we shall take steps to ensure that your personal information is kept safe in line with European privacy standards. All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs) will be kept confidential but may be shared with third parties if necessary in order to provide services to you (e.g., transfers through air or land ports). You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. In some specific cases, Azamara may be entitled to charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances, we are entitled to refuse your request. If you believe that any of your personal details, which we are processing, are inaccurate or incorrect please contact us immediately.

Full details of SP Cruises Ireland Limited's privacy policy are available at [www.Azamara.co.uk/privacy-policy](http://www.Azamara.co.uk/privacy-policy).

#### CCTV (Closed Circuit Television):

We use CCTV to monitor images on all Azamara ships for the purpose of crime prevention and the safety of our guests. We store these images for a short time in case they are needed by investigative authorities. For further information please contact Azamara.

#### Company Information:

SP Cruises Ireland Limited doing business as Azamara, is a company with principal place of business in 32 Molesworth Street, Ballsbridge, Dublin, County Dublin, registered number 689577, with a UK branch at Building 5, Weybridge, Surrey, KT13 0NY, Company Number FC038324.

Your cruise with Azamara will be operated by SP Cruises Opco Limited, a company organized in Bermuda with registered office at Park Place, 3rd Floor, 55 Par-la-Ville Road, Hamilton HM11, Bermuda.

The current Azamara brochure contains all available cruise-only and fly/cruise products as of this date and replaces all previous editions whilst the website [www.Azamara.co.uk](http://www.Azamara.co.uk) always contains the most up to date cruise-only and fly/cruise products available.

We make every effort to ensure the content contained in our brochures and on our website is accurate. While every effort is made to ensure the accuracy of both our brochure and our website content, regrettably errors do occasionally occur from time to time, and information contained in our brochures may have changed since printing. Where there is a price error, we will advise you and give you the opportunity to either pay the correct price or cancel your booking. Azamara Journey, Azamara Quest, Azamara Pursuit, Azamara Onward and Azamara Circle are trade/service/registered marks of SP Cruises OpCo Limited.

#### Ships' registry: Malta

At Azamara, we pride ourselves on the quality of our staff. We are committed to on-going training, a part of which sometimes involves the recording of telephone calls.

Azamara. All Rights Reserved.

**\*\* FOR TRAVEL AGENTS ONLY \*\***

### CruisingPower

Cruisingpower.com is our easy to use travel agent website. It is a central source of information for Azamara, which provides you with tools to market and sell cruises with ease and professionalism.

eDistribution Support Desk (Travel Agent Automated Booking Tools Support)

For a password or any other assistance with Airwaves, Espresso and other automated booking tools, please contact:

Hours: Mon - Fri: 9:00am - 5:30pm

Phone: 0344 493 4019†

E-mail: [salesupport@azamara.com](mailto:salesupport@azamara.com)

†Calls cost the same as calls to geographic numbers (01 or 02) and are included in your landline or mobile free call package