

# **BOOKING CONDITIONS OF LOUIS CRUISE CENTRE LIMITED**

**THESE ARE THE TERMS AND CONDITIONS WHICH WILL APPLY TO YOUR CRUISE. PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM.**

1. All cruises featured in this brochure are offered for sale by Louis Cruise Centre Ltd, the "Company". Reference to "Carrier" in these conditions is a reference to the owners, charterers and/or managers of the vessel.

## **2. THE CONTRACT**

2.1 The contract is between you and the Company and is subject to the Laws of the Republic of Cyprus. By booking a cruise you are accepting the Booking Conditions and information in this brochure. The Terms and Conditions of Carriage of the Carrier are expressly incorporated into this Contract and they are available on request. You can download them from [www.louiscruises.com/coc](http://www.louiscruises.com/coc).

2.2 You are also deemed to have accepted these Conditions on behalf of all those named in the booking form including minors (under 18 years of age) and those with any disability. The Carrier's Conditions of Carriage are printed in the Passenger Ticket but you may request to see a copy prior to booking.

2.3 **The Carrier's liability for death and/or personal injury and damage to/loss of luggage is limited by virtue of the Athens Convention ("Athens Convention" in these Booking Conditions means the International Convention relating to the Carriage of Passengers and their Luggage by Sea signed in Athens on 13 December 1974, as amended by a Protocol to that Convention signed in London on 19 December 1976). The Carrier's liability for death/personal injury is limited to 46,666 SDR's (Special Drawing Rights).**

2.4 **Where your package includes travel by air, your journey may be subject to certain international conventions such as the Warsaw Convention 1929 as amended and the Montreal Convention 1999. These conventions entitle the air carrier to limit its liability for death and personal injury or loss of or damage to luggage and delay. Flights between Cyprus and any member state of the European Union are currently governed by EC Regulation 889/2002 which gives legal effect to the Montreal Convention 1999. To the extent that the Company may be liable as a non performing air carrier the terms of the international conventions (including any subsequent amendments and any new conventions) are expressly incorporated into the contract. The liability of the Company shall not in any circumstances exceed that of the air carrier and you will not seek to make a double recovery from the Company and the air carrier. You agree that the air carrier's Conditions of Carriage shall apply to you on that journey. Copies of any of the air carriers conditions of carriage and or conventions applicable to your journey when you travel by air are available on request.**

- 2.5** Shore Excursions offered by local suppliers will be subject to local laws, rules, regulations and standards which will be the basis upon which to assess the performance of such services. Where shore excursions are included in the booking, the package shall be regarded as having been performed if local laws and Regulations have been complied with. The Company's liability will be limited as set out below.

### **3. PRICE**

- 3.1** The Cruise Price includes the services and facilities set out in the brochure and any further matters specifically agreed on the booking form as set out in the Confirmation Invoice. The prices are based on costs approximately one year before the commencement of the cruise programme. No price changes will be made less than 20 days prior to sailing except in cases of a late booking, i.e. less than 20 days prior to sailing. In the event of increases in fuel, price rises due to exchange rate fluctuations, port taxes and services, government taxes, VAT and such like and there might be a surcharge. If the surcharge is higher than 10% of the total invoice amount you will be entitled to cancel the cruise with a full refund of all the money paid or transfer the cruise to a different date within the next 12 months at no amendment charge. You must exercise this option 14 days from the date printed on the written notification of the additional charge.
- 3.2** Certain costs of your package such as airport or security tax may decrease before your departure in which case we will refund you the difference.
- 3.3** Prices are charged per person. A single person supplement shall be payable, if following withdrawal or cancellation by other occupants, the Passenger is left as the sole occupant of a cabin.

### **4. BOOKING PROCEDURE AND PAYMENT**

- 4.1** You request a booking when you complete and sign the booking form and send it to the Company together with the relevant deposit per person. Your contract is concluded once this is received and accepted by the Company. The Contract is evidenced by the invoice confirming your cruise. The balance of the fare is then payable to the Company not less than 30 days prior to sailing or if it is a late booking, full payment must be made as soon as possible after the booking is confirmed.
- 4.2** Special offers or (holidays sold on terms more favourable than those set out in the brochure), are offered subject to time limits and availability as advised by the Company at its absolute discretion.
- 4.3** A Passenger making a booking on behalf of other members of his/her party guarantees that s/he has authority to make the booking on behalf of all of the Passengers listed in the booking form and that they will comply with the Booking Conditions.
- 4.4** The Company does not accept bookings from minors (person under the age of 18). Bookings for minors must be made by their legal guardians and shall be accepted only if the minor travels with at least one of his/her parents or another adult person who undertakes all responsibility for the minor.

- 4.5 Since the cruise vessels on which Holidays are offered are not equipped for assistance during pregnancy or childbirth, bookings cannot be accepted from Passengers who, at the scheduled date of departure, have entered the 28<sup>th</sup> week of pregnancy unless a medical certificate of fitness to travel is provided. Your attention is drawn to the section headed "Medical treatment" below. The Company is not liable and takes no responsibility if the vessel and or the doctor are unable to provide necessary treatment. The doctor on board is not qualified to deliver babies or give pre or post natal treatment.
- 4.6 The Company reserves the right to offer alternative or supplemental terms to these Conditions for special types of contract (for example, groups or incentive tours). The particular terms agreed in each individual case will apply to the contract concluded in addition to these Conditions.
- 4.7 Cruises sold via the Internet ("on line") are offered for sale in and the Contract is concluded in Cyprus.
- 4.8 Money paid to a travel agent in connection with the booking is held on behalf of the Company when you receive the invoice from the Company. If you fail to make payment when due, the Company may cancel the booking and you will be subject to cancellation charges as set out in paragraph 6.

## **5. ALTERATION BY THE PASSENGER**

Altering your booking after confirmation is generally not permitted except in special circumstances. Such changes must be notified in writing immediately and a modification charge may be made.

## **6. CANCELLATION BY THE PASSENGER**

If for any reason you cancel your cruise you must notify us in writing by recorded delivery at the address set out above. Upon receipt of your instructions we shall issue you with a cancellation invoice and return any money due to you. The following charges will apply:

Period before sailing from receipt of your instructions.	Charges % of the total cruise cost excluding Port charges
Non-refundable	loss of deposit
30 - 22 days	50%
21 – 7 days	80%
Under 7 days	100%

## 7. ALTERATION/CANCELLATION BY THE COMPANY

7.1 Cruises in this brochure are planned several months in advance and despite efforts to keep to what it is advertised it is sometimes necessary to make changes. The Company reserves the right at any time to alter or cancel any element of the cruise if the Master or the Carrier considers that such alteration or termination is for any reason whatsoever necessary for the good management of the ship or the Carrier, or for reasons of force majeure which shall include, without limitation, war or threat of war, riots, civil commotions, disasters, acts of God, actual or threatened terrorist activities, natural and nuclear disasters, fire, closure of ports, actual or threatened strikes or any industrial action, or any other event whatsoever outside the control of the Company. The Company shall not be liable for alteration or cancellation as a result of such events which are (i) attributable to a third party unconnected with the provision of the cruise or (ii) which are unforeseen or unavoidable or (iii) are due to unusual and unforeseen circumstances beyond the control of the Company, which could not have been avoided with due care or the Company could not have foreseen or forestalled.

7.2 Where the Company is constrained before the departure to alter significantly an essential term of the contract including the price or cancellation is made prior to sailing, the Company will notify you as soon as possible and give you the following options:

- (a) A full refund or any monies paid or
- (b) An alternative cruise of the same or greater value at no extra cost or
- (c) An alternative cruise of a lower value with a refund of the difference.

On receipt of these options you must notify us as soon as possible of your choice. An alternative cruise must be taken at any time within 12 months of the cancelled cruise.

7.3 If after sailing a significant element of the cruise cannot be provided, the Company will make suitable arrangements for the continuation of the cruise and compensate you for any difference in price. If it is not possible to provide a suitable alternative or you reject any alternatives, provided your rejection is reasonable, the Company will provide you with equivalent transport back to the place where the cruise commenced or another place which you agree to and where appropriate, offer you compensation.

7.4 The following are examples of significant alterations: an increase in the price of more than 10% and any alteration of elements that are fundamental to the enjoyment of the Holiday when considered as a whole. In relation to this clause the following are not considered as significant alterations: (i) change of airline carriers, flight timetables and itineraries, provided the departure and arrival dates remain unchanged and the Passenger may embark and disembark the vessel as scheduled; (ii) the substitution of the vessel; (iii) the modification of the itinerary of the cruise; (iv) a change of cabin or a change in hotel accommodation, providing that the cabin and/or hotel are in the same or higher category; (vi) changes to the programme of shows and other forms of entertainment on board the vessel.

- 7.5 If it is necessary for technical, operative or other good reason, the cruise operator and/or the Company may substitute the vessel with another with similar characteristics. The exercise of this right is not a significant alteration as referred to in this clause.
- 7.6 The Carrier, and, on behalf of the same, the Captain of the vessel, may also modify the itinerary of the cruise for reasons of force majeure, or for reasons of the safety of the vessel or of navigation. The exercise of this right is not a significant alteration as referred to in this clause.
- 7.7 This list is not exhaustive and does not preclude the Company from treating other events as not being significant alterations.
- 7.8 The Company is not liable and no compensation is payable where the cruise is cancelled because the number of persons who agree to take it is less than the minimum number required. In those circumstances the Passenger will be informed in writing at least 14 days prior to the commencement of the cruise.

## **8. TRAVEL INSURANCE**

You must ensure that you have appropriate travel insurance for the entire duration of your holiday to cover you for cancellation, illness, death or personal injury, medical treatment, damage to and/or loss of luggage, repatriation etc.

## **9. LIABILITY**

- 9.1 The Company accepts responsibility for providing all the elements of the advertised cruise but if they fail to provide what has been booked the Company is not liable if the reason is due to:
- (a) Your fault or the fault of anyone named on the booking; (b) the fault of a third party unconnected with this contract; (c) any unusual or unforeseeable circumstance beyond the Company's control which they could not have avoided even if they exercised all possible care; (d) an event which the Company or any supplier of services, even with all possible care, could not have foreseen or prevented (e) any event defined as a Force Majeure event.
- 9.2 The Company's liability is limited to and shall not under any circumstances exceed that of the Carrier under its Terms and Conditions of Carriage.
- 9.3 The limits of liability and the time for bringing claims pursuant to the Athens Convention are expressly incorporated into these Booking Conditions for the purpose of limiting the amount of Compensation payable by the Company.
- 9.4 The Athens Convention is an international Convention which governs the carriage of passengers and their luggage by sea as between a Carrier and the passenger. Under the Athens Convention liability for personal injury/death is limited. The Company's liability is limited to 46,666 SDR's (Special Drawing Rights). The Company's liability for loss of or damage to luggage is also limited and the Athens Convention makes special provision for valuables and specifies the time limits in which to bring a claim. The Athens Convention presumes that luggage has been delivered undamaged to the passenger unless written

notice is given: (a) in the case of apparent damage, before or at the time of disembarkation or redelivery; (b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place. You are precluded from making a double recovery against the Company for any death or personal injury, loss or damage to luggage sustained during the cruise for which a claim has already been brought against another party, including, without limitation, the Carrier.

## **10. Health**

- 10.1 The Passenger warrants that he and all travelling on the booking are fit to travel. Any Passenger with any medical condition that may affect fitness to travel must submit a physician's certificate prior to booking.
- 10.2 The Company, the local Port Authorities and/or the Carrier shall be entitled to administer a Public Health Questionnaire on their own behalf at any time. The Passenger shall supply accurate information regarding any symptoms of illness including but not limited to gastrointestinal illness. In relation to travel by sea and/or by air, the Carrier may deny boarding to any Passenger that it considers in its sole discretion to have symptoms of any viral or bacterial illness including but not limited to Norovirus. Refusal by a Passenger to complete the relevant questionnaire may result in denied boarding.
- 10.3 Carriers may refuse travel to any Passenger that they consider is unfit for travel, or likely to endanger health or safety or likely to be refused permission to land at any port or render the Carrier liable for maintenance of Port or repatriation. These matters are set out more fully in the Carrier's Conditions of Carriage.
- 10.4 Carriers by sea may require the Passenger to remain in his or her cabin for reasons of health and safety.

## **11. DISABILITY AND SPECIAL REQUIREMENTS**

- 11.1 Without the fullest information prior to booking we are not able to assist those who need assistance or particular facilities. At the time of booking, every Passenger is obliged to inform the Company of all illnesses or physical or mental incapacities, which may require special care or assistance. No booking can be accepted for Passengers whose physical or mental conditions would render their participation in the cruise impossible or dangerous for the individual concerned or for others, or which require methods of care or assistance that are impossible or impracticable to provide on board the vessel.
- 11.2 The vessels may have a limited number of cabins suitable for mobility reduced persons or disabled persons. Not all areas of the vessels are accessible to disabled persons and/or specifically equipped to offer disabled access. Therefore, all bookings for disabled persons are subject to the availability of suitable accommodation and, if appropriate, subject to the presence of an attendant/companion who is able to assist the disabled person. Those Passengers confined to wheelchairs must furnish their own standard size wheelchair. The Company accepts no obligation to arrange alternative activities on board or on land for

disabled Passengers, or any responsibility for the partial or total inability of any disabled Passenger to take advantage of advertised services or activities during the Holiday.

- 11.3 In the interests of health and safety the Company must be notified in writing prior to the booking if you or anyone under the booking suffers from any disability, mental or physical, which may affect fitness to travel or require specialist treatment or equipment whilst onboard. The vessel may be at sea for over 24 hours. Passengers are therefore required to notify at the time of booking of any special needs and to check that the vessel is able to safely accommodate such needs. Failure to notify the Company of any such condition may result in you or anyone in your party being refused passage.
- 11.4 The Company will do its best to meet passengers' special needs or requirements, medical, dietary or otherwise but such requests do not form part of the contract and therefore the Company cannot be liable for not providing these.

## **12 MEDICAL TREATMENT**

- 12.1 You must ensure that you have a fully comprehensive travel health insurance policy covering medical treatment and repatriation. Passengers with medical history or problems are advised to seek advice from their doctor before travelling.
- 12.2 Whilst medical facilities are provided on board cruise vessels, you must take into account that the ship's doctor is not a specialist and the ship's medical centre is not required to and is not equipped to the same standards as a land based hospital but to provide general medical care. Vessels carry medical supplies and equipment in accordance with flag state requirements. Thus, neither the Company nor the Carrier or the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition on board. The Passenger acknowledges that whilst there is a qualified doctor onboard it is the Passenger's obligation or responsibility to seek medical assistance if necessary during the cruise.
- 12.3 Before departure, Passengers should seek appropriate advice regarding vaccines or other medicines, or precautions required for the countries they are going to visit. The Passengers must have with them all relevant vaccine certificates.
- 12.4 In the event of illness or accident Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. Neither the Company or the Carrier make any representations regarding the quality of medical treatment at any port of call or at the place at which the passenger is landed. The Company and the Carrier do not accept any responsibility whatsoever in relation to medical facilities provided ashore.
- 12.5 Medical facilities and standards vary from port to port. The Company and the Carrier make no representations or warranties in relation to the standard of medical treatment ashore.

## **13. PASSENGER DUTIES:**

- 13.1 Passengers' behaviour must not compromise the safety, peace and enjoyment of the cruise by the other Passengers. Passengers must act prudently and follow all instructions

- issued by the Company and/or Carrier and comply with any administrative or statutory regulations that apply during Holiday.
- 13.2 Passengers must not bring live animals, firearms and ammunition, explosives, or inflammable, toxic or dangerous substances on board any vessel.
- 13.3 Passengers shall be liable for any damage suffered by the Company and/or Carrier and/or any supplier of any service that forms part of the Holiday as a result of the Passenger's failure to comply with this clause. In particular, the Passenger shall be liable for all damage caused to the vessel or to its furnishings and equipment, for injury or loss to other Passengers and third parties, and also for all penalties, fines and expenses attributable to the Passenger that the Company, the Carrier or supplier may be liable to pay to the port, customs, health or other authorities of any country whatsoever.
- 13.4 The Passenger must provide the Company with all documents and information in his/her possession that may be needed by the Company to exercise a right of subrogation for the Passenger towards third parties that may be liable for any loss suffered by the Passenger. The Passenger is liable to the Company for any prejudice to the right of subrogation caused by failure to comply fully with this clause.
- 13.5 Passengers must provide the Company with all information it requests to allow it or any suppliers of services that make up the Holiday to fulfil their obligations relating to security.

#### **14. WHAT IS INCLUDED**

The price of the cruise includes the accommodation, all meals (drinks not included) and on board entertainment. The shore excursions are optional and can be purchased in the Republic of Cyprus or on board the ship but they are charged separately and do not form part of this contract.

#### **15. TRAVEL DOCUMENTS**

- 15.1 In order to participate in the cruise a valid passport or identity card of new edition with latin characters (where it is permitted) is needed. Depending on the countries that you visit a visa may be required and/or you may need to comply with certain health formalities and these shall be communicated to you before signing the booking form. By signing the booking form you accept that you have been informed for the relevant procedures and health formalities and the Company bears no responsibility for refusal of the relevant authorities to let you disembark. If the Company or the Carrier has to pay a fine in this connection you will be required to reimburse them.

#### **16. JURISDICTION**

- 16.1 Any action, suit or proceedings against the Company or its employees (excluding any action under the Athens Convention which may be brought in any of the courts specified in Article 17 of the Athens Convention) shall, unless the Company expressly agrees otherwise in writing, be brought in the Courts of the Republic of Cyprus.
- 16.2 Other than in respect of death and personal injury, every claim must be notified to the Company in writing within 6 months from the date on which the claim arose, and any



action (not subject to the Athens Convention) must be commenced within one year from that date, failing which the Company shall be under no liability to you whatsoever.

## **17. YOUR FINANCIAL PROTECTION**

All cruises in this brochure are protected under a consumer protection scheme. In the unlikely event of the Company's insolvency, appropriate measures shall be taken to refund any money you have paid to the Company.

## **18. DATA PROTECTION LAW 138(1)/2001**

- 18.1 Information provided to us in connection with your cruise booking will be held by the Company, in accordance with the Data Protection Law 138(1)/2001 and any amendment thereto, which shall be used for reservations, bookings, ticket issue, and compilation of passenger's lists, travel insurance purposes and marketing. You may have a copy of the personal information held about you by contacting Louis Cruise Centre Ltd in writing at 20 Amhipoleos Street, 2025, Strovolos, Nicosia.
- 18.2 We take the issue of data protection very seriously. So that we may comply with our obligations under Data Protection legislation, you are required to read and agree to the privacy policy before providing us with any information about yourself. Failure to do so is a breach of these terms.
- 18.3 It is your responsibility to make sure that information which we hold about you is up to date and accurate. Failure to do so will be a breach of these terms

## **19. IMPORTANT INFORMATION**

- Dress Code in the dining rooms: As most of the passengers like to dress up for dinner it is advisable for ladies to wear a dress or long slacks and long trousers with shirt or jacket for men. Please refrain from wearing shorts.
- Optional excursions, expenditures of a personal nature, snacks, drinks, medical expenses, port charges and other services are not included in the price of the cruise.
- Gratuities are charged directly on your account. They are distributed equally among the crew and concern the services provided by your cabin stewards, dining room staff and maitre d'hotel staff. We therefore recommend that you do not offer any gratuities to individuals.
- For the comfort of all our guests, pipes and /or cigars are not to be smoked in cabins, waste convenience areas and public areas on board the ship, except on open decks. Cigarette smoking is allowed only in designated areas in our public rooms. The dining rooms have been declared as non-smoking areas.
- The currency on board is the Euro. Foreign exchange facilities are available at the Purser's office.
- Any complaints and/or claims must be reported to the reception on board and the relevant form must be filled in and signed by the passengers before disembarkation.

- Transportation of passengers, luggage and effects is subject to all the terms and conditions of the Contract of Carriage (i.e. Passenger Ticket) issued by the Carrier and available for inspection together with the text of the Athens Convention at the Company's offices at: Louis House, 20 Amhipoleos, 2025 Strovolos, Nicosia, Cyprus, tel. + 357 22 588660. The passenger by accepting and/or using and/or travelling under the terms and conditions of the Contract of Carriage accepts all conditions set out there in whether or not the Passenger Ticket has been delivered to him or her or to a third party.
- "Carrier" in this "Important Information" means the legal owner, the manager and/or any Charterer of the Vessel.
- "Company" in this "Important Information" means Louis Cruise Centre Ltd, a company duly incorporated and existing under the laws of the Republic of Cyprus.