

Please note that these Terms and Conditions of Travel apply only for bookings as from 13 October 2020.

Once validly agreed upon between the Passenger and the cruise operator, Hapag-Lloyd Cruises, a TUI Cruises GmbH company (hereinafter "Hapag-Lloyd"), the following Terms and Conditions of Travel form part of the package travel contract formed between the Passenger and Hapag-Lloyd. They supplement the provisions of sections 651a – 651y German Civil Code (BGB) and Arts. 250 and 252 Introductory Act to the German Civil Code (EGBGB).

## 1. Conclusion of the travel contract and liability for accompanying passengers

- 1) The following provisions apply in respect of all booking channels (e.g. travel agencies, direct bookings with cruise operator, online bookings):
  - a) The Passenger's offer to enter into a travel contract is based on the published description of the cruise and on such additional Hapag-Lloyd information on the booked cruise as is available to the Passenger at the time of booking.
  - b) The booking must contain the full particulars of the passport documents of all passengers to which the booking relates (passenger manifest details). The person making the booking does so on behalf of him-/herself and on behalf of all other passengers named in the booking. The person making the booking expressly vouches for the contractual obligations of all other passengers named in the booking.
  - c) If the confirmation by Hapag-Lloyd differs in content from the Passenger's booking, this shall constitute a new offer by Hapag-Lloyd by which the latter is bound for ten days from receipt of the confirmation and which the Passenger may accept within this period by giving his express or implied consent. Payment of a deposit or the full cost of the cruise shall constitute implied consent.
  - d) Persons in the business of arranging travel (e.g. travel agents) and service providers (e.g. hotels, transport companies) are not authorised by Hapag-Lloyd to conclude agreements, give information or make assurances that alter the agreed content of the travel contract, exceed the scope of services to be provided by Hapag-Lloyd under the contract or which are inconsistent with the published description of the cruise.
  - e) By default, the pre-contractual information disclosed by the operator regarding material characteristics of the cruise services, the cruise fare and all additional costs, payment arrangements, the minimum number of bookings for cruise viability and cancellation fees (pursuant to the disclosure requirements of Art. 250 section 3 subsections 1, 3-5 and 7 EGBGB) will form part of the package travel contract. This information will be excluded from the package travel contract only if this is expressly agreed between the parties.
- 2) The following provisions apply in respect of bookings made **verbally in person, via telephone, in writing, via email or via fax**:
  - a) By making a booking, the Passenger is making a firm offer to Hapag-Lloyd to enter into a package travel contract.
  - b) A package travel contract is formed when the Passenger receives a booking confirmation from Hapag-Lloyd. At the time of or immediately following formation of the contract, Hapag-Lloyd will provide the Passenger with a legally compliant booking confirmation on a durable medium (a medium which enables the Passenger keep or store the notice in unchanged form in such a way that it is accessible for future reference for an adequate period of time, e.g. on paper or in an email) unless the Passenger has a right to issuance of a booking confirmation strictly in paper form pursuant to Art. 250 section 6 subsection 1 Sentence 2 EGBGB on the grounds that the contract was concluded in the simultaneous physical presence of both parties or was concluded "off-premises" (außerhalb von Geschäftsräumen).
- 3) The following provisions apply in respect of bookings made using **electronic commerce (e.g. the Internet, apps, telemedia services)**:
  - a) The e-commerce application being used must contain information that explains the electronic booking process to the Passenger.
  - b) The Passenger must be given adequate opportunity to correct or delete his/her entries or reset the entire booking form. The Passenger must also be given an explanation on how to undertake such corrections, deletions and resets.
  - c) The contractual languages offered for making the electronic booking must be indicated.
  - d) If the wording of the contract is stored by Hapag-Lloyd, the Passenger must be advised that he/she can retrieve and view the wording of the contract at a later time.
  - e) By clicking on the "Submit firm booking" (or similarly named) button, the Passenger is making a firm offer to Hapag-Lloyd to enter into a package travel contract.
  - f) No package travel contract is formed until the Passenger receives a booking confirmation from Hapag-Lloyd on a durable medium. The package travel contract is then legally binding irrespective of whether the Passenger actually uses the durable medium received to save, store or print out the booking confirmation.
- 4) Hapag-Lloyd advises that, in the case of package travel contracts pursuant to sections 651a and 651c BGB which are concluded using the modalities of distance contracting (letters, catalogues, telephone calls, faxes, emails, text messages sent via mobile telephone services (SMS), broadcast, tele-

media and online services), the relevant provisions of legislation (section 312(7) and section 312g(2) Sentence 1 No. 9 BGB) do not provide for a right of revocation (Widerrufsrecht); they only provide for the statutory rights of cancellation (Rücktrittsrechte) and termination (Kündigungsrechte), particularly the right of cancellation under section 651h BGB (see also clause 9 hereof). The Passenger does however, have a right of revocation if the travel contract as per section 651a BGB was concluded "off-premises" (außerhalb von Geschäftsräumen). However, this does not apply if the verbal negotiations on which the contract is based were conducted at the prior instigation of the consumer; in such cases, there is no right of revocation.

## 2. Carriage by air

Where the cruise includes carriage by air, this part of the journey shall be subject to the conditions of carriage of the actual (carrying) airline concerned (for liability see also clause 15 2 c), which are available from Hapag-Lloyd on request.

The times of special flights depend on the availability of aircraft on the charter market and permission from the air traffic control authorities and may therefore be in the early hours of the morning or in the late evening.

Hapag-Lloyd shall inform the Passenger of the identity of the actual airline(s) for all air services to be provided in relation to the cruise. If the identity of the actual airline(s) is not known at the time of booking, then Hapag-Lloyd shall inform the Passenger of the identity of the actual airline(s) as soon as it finds out, provided that Hapag-Lloyd shall disclose the identity of the actual airline(s) at the very latest at the time when it sends out the cruise information to the Passenger approximately three months before the start of the cruise. Hapag-Lloyd shall inform the Passenger of any changes in actual airline(s). The Black List of airlines that are banned within the EU can be viewed online at <http://ec.europa.eu/transport/modes/air/safety/air-ban>.

## 3. Payment

- 1) **Payment shall be made directly to Hapag-Lloyd by credit transfer. Payment to the travel agency organising the booking shall not discharge the Passenger from the obligation to make payment.**
- 2) If the contract is concluded – that is, if the Passenger receives the booking confirmation on a durable medium – a deposit of 20% of the cruise fare shall be paid for each participating Passenger. Before paying the deposit, the Passenger will receive a refund security certificate (Sicherheitsschein, see clause 16). The balance of the fare shall be due four weeks before the scheduled cruise start date. The full cruise fare shall be due and payable immediately in respect of bookings made four weeks or less before the scheduled cruise start date. Hapag-Lloyd shall send out the travel documents after receiving the balance of the fare and the full particulars of the passport documents (passenger manifest details) of all participating passengers to whom the booking relates, provided, however, that no travel documents shall be sent out earlier than four weeks prior to the scheduled cruise start date.
- 3) If the Passenger fails to make payment by the due date and remains in default despite having been given a reminder and afforded a reasonable grace period for late payment, Hapag-Lloyd shall be entitled to cancel the contract and demand a cancellation fee as compensation in accordance with clause 9 of these Terms and Conditions. The Passenger may claim a waiver or reduction of the cancellation fee if he/she is able to prove to Hapag-Lloyd that Hapag-Lloyd has suffered no loss or that the loss suffered is substantially less than the cancellation fee.

## 4. Travel regulations, travel documents

- 1) Passengers shall observe all laws, enactments, instructions and travel regulations of the countries and ports visited during the cruise and all rules and instructions issued by Hapag-Lloyd or its authorised representatives. Hapag-Lloyd shall inform passengers of German, Austrian and Swiss nationality as to the relevant passport, visa and health requirements prior to conclusion of the travel contract and shall keep them informed of any changes to the same that may occur prior to the start of the cruise. Passengers of EU nationalities other than German and Austrian may obtain this information on request. Passengers of other non-EU nationalities must contact the relevant consulate for this information. These provisions assume that there are no special circumstances attaching to the Passenger or any accompanying passengers (e.g. dual citizenship, statelessness). The Passenger shall obtain the relevant travel documents (e.g. visas, vaccination certificates, online travel authorisations such as the ESTA authorisations issued by the USA) him-/herself and produce them on request. The Passenger shall be liable for any costs or disadvantages arising from his/her failure to observe the above regulations, rules and instructions.
- 2) If, for reasons attributable to the Passenger, the Passenger fails to observe the immigration regulations of certain countries, or if a visa is not granted in good time through the Passenger's own fault with the result that he/she is unable to take part in the cruise, Hapag-Lloyd shall be entitled to demand the appropriate cancellation fee from the Passenger in accordance with clause 9 of these Terms and Conditions. In such cases, the

Passenger may claim a waiver or reduction of the cancellation fee if he/she is able to prove to Hapag-Lloyd that Hapag-Lloyd has suffered no loss or that the loss suffered is substantially less than the cancellation fee.

- 3) The Passenger shall be liable to Hapag-Lloyd for any consequences or damages – in particular fines, penalties or other expenses – that the latter is required to pay or deposit because of the Passenger's failure, for reasons attributable to the Passenger, to observe a particular country's immigration, emigration or transit regulations or to produce the necessary documents. The Passenger shall reimburse Hapag-Lloyd immediately for any sums of money the latter has had to pay or deposit.
- 4) The Passenger shall inform Hapag-Lloyd if he/she does not receive the necessary travel documents within the time advised by Hapag-Lloyd.

#### 5. Baggage

- 1) Baggage may only contain personal effects. In particular, the Passenger is not permitted to take on board weapons or other dangerous objects, illegal drugs, or alcoholic beverages intended for consumption during the cruise. Clause 4 2 of these Terms and Conditions shall apply accordingly. Hapag-Lloyd may refuse to carry any baggage found to contain prohibited items.
- 2) The Passenger must label his/her baggage legibly with his/her name, cabin number and date of sailing; otherwise Hapag-Lloyd shall not be responsible for any loss, mix-ups or errors in loading or unloading. Excepted from this exclusion of liability on the part of Hapag-Lloyd are losses, mix-ups and errors in loading or unloading caused intentionally or by reason of gross negligence. Hapag-Lloyd will hold items of lost property for a minimum of two weeks. All items of lost property will ultimately be surrendered to the Lost Property Office in Hamburg when the ship calls at Hamburg, where Hapag-Lloyd has its registered office.

#### 6. Scope of services

Save and except as provided otherwise in these Terms and Conditions, the cruise fare includes carriage and accommodation of the Passenger and his/her baggage and also meals on board. The fare does not include shore excursions or drinks – unless stated otherwise in the published description of the cruise – or special services (e.g. laundry, hairdressing, massage). In all other respects, the scope of services to be rendered by Hapag-Lloyd under the contract shall be as described in the brochure advertising the cruise and in the booking confirmation.

Any collateral agreements (special requests, arrangements) that alter the scope of the services to be rendered under the contract require written confirmation by Hapag-Lloyd.

At the time of booking, the Passenger must notify Hapag-Lloyd if he/she has any personal mobility limitations in respect of which Hapag-Lloyd is required to provide certain services under EU Regulation 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway.

#### 7. Medical assistance

The services of the ship's doctor are not included in the travel contract. The Passenger must conclude a separate contract with the ship's doctor for any medical treatment received. Hapag-Lloyd will, however, pay the cost of the treatment of injury resulting from any accident directly caused by Hapag-Lloyd or its employees that occurs on board or during a shore excursion operated by Hapag-Lloyd.

In all other cases, the doctor will charge for his services in accordance with the current fee scale for the German medical profession (GOÄ).

#### 8. Modifications to services; special exigencies of shipping

- 1) Any modifications to or deviations from individual services as compared to the agreed content of the travel contract which may become necessary after conclusion of the contract, whether because of travel advisories issued by the German Foreign Office, the special exigencies of shipping or for other reasons, and which are made by Hapag-Lloyd in good faith, shall be permissible provided that they are not substantial and do not impair the overall quality of the cruise as booked.
- 2) As soon as Hapag-Lloyd becomes aware of the reason or cause for any such modification to services, it shall inform the Passenger of the modification via durable medium (e.g. email, SMS, voicemail message) in a clear, easily understandable and duly emphasised manner.  
If for reasons not attributable to Hapag-Lloyd a ship is placed in quarantine, the Passenger shall pay his/her own accommodation and meal costs. If the Passenger remains on board and takes his/her meals there, he/she shall reimburse Hapag-Lloyd for the extra cost resulting therefrom.
- 3) If a substantial modification is made to a material characteristic of a cruise service or if the service deviates from specific characteristics requested by the Passenger and incorporated into the package travel contract, then the Passenger shall have the right, exercisable within a period specified by Hapag-Lloyd at the time the notice of the modification/deviation is given, – either to accept the change,  
– cancel the travel contract free of charge, or  
– demand participation in a replacement cruise, provided that such a cruise is offered by Hapag-Lloyd.

It is up to the Passenger whether he/she responds to Hapag-Lloyd's notice of modification/deviation. If the Passenger chooses to respond to Hapag-Lloyd, then he/she can do so either by accepting the change, demanding participation in a replacement cruise if such a cruise is offered by Hapag-Lloyd, or cancelling the contract free of charge.

If the Passenger fails to respond to Hapag-Lloyd, or fails to respond within the specified period, then the Passenger shall be deemed to have accepted the change.

- 4) Any warranty claims the Passenger may have shall remain unaffected in the event that the modified services are unsatisfactory.

#### 9. Cancellation of contract by Passenger prior to start of cruise / cancellation costs

- 1) The Passenger may cancel the travel contract at any time prior the start of the cruise. If Passenger wishes to cancel the travel contract, it is recommended that he/she give notice of cancellation on some form of durable medium. The notice will become effective on the date on which it is received by Hapag-Lloyd or, as the case may be, by the travel agency that made the original booking.
- 2) If the Passenger cancels the travel contract prior to the start of the cruise or fails to report for the cruise (no-show), then Hapag-Lloyd will have no right or claim to the cruise fare. Instead, Hapag-Lloyd shall have the right to claim a reasonable cancellation fee as compensation unless Hapag-Lloyd itself is responsible for the Passenger's cancellation or at the cruise destination or in its immediate environs extraordinary circumstances arise which materially impair the performance of the package cruise or the carriage of persons to the cruise destination; circumstances are unavoidable and extraordinary if they are beyond the cruise operator's control and their consequences could not have been avoided even if all reasonable precautions had been taken.
- 3) Hapag-Lloyd has calculated the following cancellation fees, which take into account its anticipated expenses saved, costs recouped and earnings from the use of the cruise services by other passengers. The cancellation fee due in each case is calculated on basis of the time at which Hapag-Lloyd receives the notice of cancellation, as per the following scale:  
210 days or more before the start of the cruise: € 200 (US\$ 240, £ 180) per person\*  
from 209th to 150th day before the start of the cruise: 20% of the fare  
from 149th to 90th day before the start of the cruise: 35% of the fare  
from 89th to 45th day before the start of the cruise: 50% of the fare  
from 44th to 30th day before the start of the cruise: 60% of the fare  
from 29th to 10th day before the start of the cruise: 75% of the fare  
from 9th to 1st day before the start of the cruise: 85% of the fare.  
In case of no show or cancellation on the departure day 95% of the fare.

These cancellation fee provisions also apply to cancellations of combined air/sea travel, to cancellations of feeder flights included in the package or booked additionally and to cancellations of any other arrangements for travelling to or from the ship. If the cancellation fees charged to Hapag-Lloyd by service providers exceed the amounts recoverable by the cancellation fees above, then Hapag-Lloyd shall have the right to charge higher cancellation fees up to a maximum of the cruise fare. Cancellation fees are due and payable immediately upon cancellation. If the cancellation conditions of third-party service providers or hotels participating in Hapag-Lloyd programmes differ from the above, the differing conditions shall apply, provided that this is expressly indicated in the booking confirmation.

- 4) The Passenger may claim a waiver or reduction of the cancellation fee if he/she is able to prove to Hapag-Lloyd that Hapag-Lloyd has suffered no loss as a result of the cancellation or that the loss suffered is substantially less than the cancellation fee.
- 5) For his/her own protection the passenger is advised to take out insurance against cancellation of the travel contract or premature termination of the cruise if this is not already part of the cruise package.
- 6) Cancellation by the Passenger – Golf & Cruise voyages

The following provisions apply to bookings for Golf & Cruise voyages (cruise plus golf basic packages) aboard the EUROPA and EUROPA 2:

If the Passenger cancels the contract for the basic package and/or additional golf courses **before** the start of the cruise, clause 9 1 to 9 5 hereof shall apply.

If the Passenger cancels the contract for the basic package and/or additional golf courses **after** the start of the cruise or fails to present her/himself, the Passenger shall be liable for a flat-rate cancellation fee equal to 95% of the price of the basic package and/or the additional golf course in question. The Passenger may claim a waiver or reduction of the cancellation fee if he/she is able to prove to Hapag-Lloyd that Hapag-Lloyd has suffered no loss as a result of the cancellation or that the loss suffered is substantially less than the cancellation fee. These cancellation provisions also apply to cancellations made due to sickness. There will be no refund of fees if the basic package and/or additional course events are not provided/held owing to adverse weather. It is not possible for the Passenger to cancel individual course events that are part of the basic package.

#### 10. Changes of bookings and fare transfers

- 1) Once the travel contract has been concluded, the Passenger has no legal right to have changes made to the date, destination or starting point of the cruise, the accommodation arrangements or means of transportation (change of booking). This does not apply if the change of booking is necessary because Hapag-Lloyd has failed to provide to the Passenger the pre-contractual information mandated by Art. 250 section 3 EGBGB or because the information provided by Hapag-Lloyd under said legislation is inadequate or incorrect. In such cases, changes of bookings can be made free of charge to the Passenger.

In all other cases, if Hapag-Lloyd makes a change of booking at the Passenger's request despite not being legally obligated to do so, Hapag-Lloyd shall have the right to charge a re-booking fee of € 200 (US\$ 240, £ 180) per person.\*

- 2) A change of booking within the 209-day period before the start of the cruise will be regarded as a cancellation by the Passenger combined with a new booking; and the provisions of clause 9 shall apply in respect of the cancelled booking. This does not apply in respect of change-of-booking requests that involve only minimal costs on the part of Hapag-Lloyd.
- 3) If the Passenger wishes to cancel the travel contract, he/she shall have the right to request a transfer of the contract to a nominated substitute passenger. The effect of a transfer is that the substitute passenger succeeds to the Passenger's rights and obligations under the contract with Hapag-Lloyd alongside the Passenger. The Passenger and substitute passenger are then jointly and severally liable for the cruise fare and any additional costs incurred by Hapag-Lloyd as a result of the transfer. Hapag-Lloyd may refuse to accept the transfer if the nominated substitute passenger does not meet the special requirements for the cruise or if his/her participation would be in breach of applicable laws or regulations. If the transfer is accepted, Hapag-Lloyd will charge a handling fee of at least € 200 (US\$ 240, £ 180) per person.\*
- 4) Hapag-Lloyd shall have the right to pass on to the Passenger any fees incurred in relation to changes or corrections made to names on air tickets (as opposed to changes of passenger) after the tickets have been issued.
- 5) The above provisions do not affect the Passenger's legal right under section 651e BGB to demand by means of notice on a durable medium that a third party be allowed to succeed to his/her rights and obligations under the package travel contract. Such a notice will be deemed to have been given in sufficient time if it is received by Hapag-Lloyd no later than seven days prior to the start of the cruise.

#### 11. Contract services not used

If, for reasons attributable to the Passenger, the Passenger does not use certain individual cruise services despite Hapag-Lloyd being willing and able to provide them in accordance with the contract, then the Passenger shall have no right to a proportionate refund of the cruise fare unless the reasons for non-use of the services would have entitled him/her by law to cancel the travel contract free of cost or terminate it. Hapag-Lloyd shall endeavour to pass on to the Passenger the service-provider expenses it has saved as a result of the Passenger's non-use of services. This requirement does not apply if the expenses in question were very minor.

#### 12. Cancellation and termination by Hapag-Lloyd

Hapag-Lloyd may cancel the travel contract wholly or partially before the start of the cruise or terminate the same wholly or partially after the beginning of the cruise in the following cases:

- a) **by giving advance notice received no later than four weeks before the start of the cruise** if Hapag-Lloyd does not receive the minimum number of bookings stated in the cruise description or brochure. If prior even to this it becomes apparent to Hapag-Lloyd that it cannot achieve the required minimum number of bookings, Hapag-Lloyd shall exercise its right of cancellation without delay. If the cruise is cancelled for this reason, the Passenger shall receive an immediate refund of any money paid towards the cruise fare. If, for the above reasons, Hapag-Lloyd instead makes a change of booking at the request of the Passenger, then the € 200 (US\$ 240, £ 180) per person; handling fee specified in clause 10 shall not apply.
- b) **without a period of notice, if, in the opinion of the master of the ship following, where appropriate, consultation with the ship's doctor, the Passenger**
  - is unfit to travel because of illness, disability or for some other reason,
  - requires the support of an accompanying person but is travelling without such a person,
  - poses a danger to the health of other passengers, the ship's crew and the employees of Hapag-Lloyd,
  - has given false information when booking,
  - causes continuous or repeated disruption to the cruise in spite of being warned to desist, or
  - breaches the terms of the contract to such a degree that immediate cancellation of the contract is justified
- c) **without a period of notice if the Passenger is pregnant** and is or will be in the 24th or later week of pregnancy at the start of the cruise or will enter the 24th week of pregnancy during the cruise. For reasons of safety and the limited medical care available aboard its ships, Hapag-Lloyd is unable to carry persons in the above stages of pregnancy. If the Passenger is affected in this way but had no way of knowing this at the time of booking, Hapag-Lloyd will refund any money already paid by the Passenger toward the cruise, provided that the Passenger notifies Hapag-Lloyd of her pregnancy as soon as she becomes aware of it. If the Passenger culpably delays notifying Hapag-Lloyd, then Hapag-Lloyd shall have the right to charge a cancellation fee in accordance with clause 9 hereof. Expectant mothers who are/will be less than 24 weeks pregnant at the time of embarkation must produce a certificate from an appropriate medical specialist (gynaecologist) confirming that they are fit to travel in the territory covered by the cruise itinerary.

If the contract is terminated or cancelled for one of the reasons named in b) above, the Passenger may be excluded from part or all of the (rest of the)

cruise. Hapag-Lloyd shall retain its right to claim payment of the cruise fare; any expenses saved and any financial advantages Hapag-Lloyd may gain from making other use of the cancelled cruise services shall be deducted from the amount so claimed. Any additional costs for the Passenger's return journey shall be paid by the Passenger.

#### 13. Duty to provide assistance

If, for the reasons as per section 651k(4) BGB or for other reasons, the Passenger is in difficulties, then Hapag-Lloyd has a duty to provide assistance to the Passenger. This duty includes but is not limited to

- a) providing suitable information regarding health services, local regulatory authorities and consular support,
- b) support with long-distance communication, and
- c) support in looking for alternative travel options; this does not affect section 651k(3) or section 651q(2) BGB.

#### 14. Warranty

1) If, during the cruise, the cruise service provided differs from that agreed upon in the travel contract, the Passenger may seek redress from the ship's management, a local service provider or Hapag-Lloyd. The ship's management and local service-providers are not authorised to recognise any claims as being valid. Hapag-Lloyd may refuse to remedy the defect if doing so would involve unreasonable expense. Alternatively, Hapag-Lloyd may remedy the defect by substituting an equivalent service, e.g. by engaging a different airline or vessel or by sailing a different route. The Passenger may refuse to accept the substitute service if he/she cannot be expected to accept it for good reasons that are readily apparent to Hapag-Lloyd, including in particular if the substitute service would materially impair the overall quality of the cruise as booked.

- 2) The Passenger may, upon returning from the cruise, claim a fare reduction commensurate with the service reduction/defect suffered. The Passenger will not be able to claim a fare reduction under section 651m BGB or damages under section 651n BGB if he/she through fault on his/her part fails to notify Hapag-Lloyd of the cruise defect without delay.
- 3) If the Passenger wishes to exercise his/her right under section 651l BGB to terminate the package travel contract owing to a cruise defect of the type described in section 651i BGB which materially impairs the cruise, he/she must first give Hapag-Lloyd a reasonable period of time in which to remedy the defect. The only circumstances in which the Passenger can terminate the contract without first allowing Hapag-Lloyd time to remedy the defect are where Hapag-Lloyd refuses to remedy the defect or where immediate remediation is necessary. If the contract is terminated in this manner, the Passenger shall nonetheless retain his/her right to be returned to the place of departure, provided that return to the place of departure was included in the contract. The Passenger shall pay that part of the fare for the cruise that relates to services he/she has used unless said services were completely without value to him/her.
- 4) If Hapag-Lloyd is responsible for a circumstance which results in a defect in the cruise, the Passenger may claim compensation irrespective of the fare reduction or termination of the contract. If the cruise is rendered unviable for the Passenger or considerably impaired by such a circumstance, the Passenger may also claim reasonable compensation in the form of money for wasted holiday time.

#### 15. Liability of Hapag-Lloyd

##### 1) General liability

If the cruise is not provided in accordance with the contract, the Passenger shall give notice of the defect to and seek redress from the ship's management, a local service provider, the travel agency via which he/she booked the cruise or Hapag-Lloyd.

##### a) Maximum liability

The contractual liability of Hapag-Lloyd for damage other than loss of life, bodily injury or injury to health shall be limited in total to three times the cruise fare unless the damage was caused through culpable conduct. The same shall apply if the damage in question was caused solely by a service provider engaged by Hapag-Lloyd. For all compensation claims in tort against Hapag-Lloyd that are not the result of culpable conduct, Hapag-Lloyd's liability for damage to property shall be limited to three times the cruise fare. These limits define the maximum amounts for which Hapag-Lloyd can be held liable per Passenger per cruise. Any claims that the Passenger may have on the basis of international agreements are unaffected by this. **In this regard, passengers are advised for their own protection to take out travel accident and baggage insurance for the cruise.**

##### b) Obligation to cooperate

The Passenger is required in particular to lodge his/her complaints immediately with the ship's management or the local service provider. The latter are authorised to find a remedy if a remedy is possible and does not involve unreasonable expense; they are not, however, authorised to recognise any claims as being valid. If it is not possible to contact a local service provider, the Passenger must notify the ship's management or Hapag-Lloyd of the complaint without delay. If the Passenger fails to meet these requirements through his/her own fault, he/she shall forfeit the relevant claims.

##### c) Statutory claims

Notwithstanding the provisions of clause 15.1 a) the exclusions and limitations of liability contained in these Terms and Conditions shall apply to all claims for damages by the Passenger, whether these are based on the travel contract or other legal provisions.

#### d) Non-assignability of claims

Passengers may not assign claims against Hapag-Lloyd wholly or partially to third parties without the consent of Hapag-Lloyd.

### 2) Limitation of liability

#### a) General

Claims for damages against Hapag-Lloyd shall be limited or excluded if and to the extent that, under international agreements (or statutory provisions based on such) which are applicable to the services to be rendered by a service provider, claims for damages against that service provider may only be asserted under certain conditions or restrictions or are excluded under certain conditions.

#### b) Liability for voyages by ship

If, on voyages by ship, Hapag-Lloyd is acting in the capacity of a contracting or actual carrier, its liability shall be subject to the applicable specific international agreements or the statutory provisions based on these (e.g. German Commercial Code [HGB], German Inland Waterways Act [BinSchG]).

#### c) Liability as a contracting air carrier

If Hapag-Lloyd is acting in the capacity of a contracting air carrier, its liability shall be subject to the German Air Traffic Act (LuftVG), EU law, to the Warsaw Convention as amended by the Hague Protocol or other protocol, or to the Montreal Convention, depending on which provisions apply. Notwithstanding the preceding provisions, Hapag-Lloyd accepts no liability whatsoever for indirect or consequential loss unless said loss was caused grossly negligently or intentionally by Hapag-Lloyd or its vicarious agents. In the case of scheduled flights not included in the cruise fare, Hapag-Lloyd only has the status of an agent. Flights of this type are marked in the travel documentation as "individuell vermittelter Flug" ("stand-alone, third-party flight"). In these cases, the company acting as the carrier shall be liable for performing the service of carriage, and the flight will be subject to that carrier's terms and conditions of carriage, including its rules on cancellation. In all other respects, all flights offered by Hapag-Lloyd shall be governed by the current version of the general and special terms and conditions of carriage of the actual air carrier.

#### d) Valuables

Hapag-Lloyd accepts no liability whatsoever for damage to or loss of personal effects (e.g. photographic and filming equipment, clothing, jewellery or other valuables) caused by theft, misplacement of any kind, or excessive physical loads or stresses occurring off the vessel; excepted from this exclusion of liability are cases in which the damage or loss is the result of intentional or grossly negligent conduct on the part of Hapag-Lloyd. Hapag-Lloyd likewise excludes all liability for damage to or loss of personal effects while in storage or in transit in vehicles used for shore excursions or transfers; excepted from this exclusion are cases in which the damage or loss is the result of intentional or grossly negligent conduct on the part of Hapag-Lloyd.

Hapag-Lloyd's liability for damage to or loss of cabin baggage is as per the relevant provisions of the German Commercial Code (HGB). Jewellery, cash and other valuables should be carried in hand baggage (and not in checked baggage).

#### e) Third-party services

Hapag-Lloyd shall not be held liable for service disruptions, personal injury or damage to property arising in relation to services which are merely brokered as third-party services (e.g. brokered excursions, sporting events, visits to theatres, exhibitions), provided that said third-party services are expressly identified as such in the cruise brochure and booking confirmation in such a clear and unequivocal manner, along with details of the identity of the brokering contracting party, that it is readily apparent to the Passenger that they do not form part of the cruise package provided by Hapag-Lloyd and that they have been selected separately. This does not affect sections 651b, 651c, 651w or 651y BGB.

However, Hapag-Lloyd shall be liable for losses suffered by the Passenger if and to the extent that said losses were caused by breach of information, explanation or organization obligations on the part of Hapag-Lloyd.

### 3) Exclusion of claims and limitation period for delayed and damaged baggage in the case of air travel

a) If, on arrival at a destination by air, the Passenger becomes aware this his/her baggage has been lost, is damaged or delayed, then, in order to pursue redress, he/she is required by aviation law to notify the relevant airline without delay at the destination airport by filing a Property Irregularity Report (PIR). Under international aviation agreements, airlines and Hapag-Lloyd have the right to refuse compensation if no PIR has been filed. The PIR must be filed within seven days of baggage receipt in the case of damage, and within 21 days of receipt in the case of delay.

b) Any loss of, damage to or incorrect routing of baggage must also be reported without delay to Hapag-Lloyd, its representative/contact point or the agency which arranged the travel. Compliance with this obligation is not a substitute for filing a PIR with the airline within the required limitation periods, as described in paragraph a) above.

### 16. Protection in the event of insolvency

Hapag-Lloyd has taken due measures to ensure that the Passenger will be reimbursed for the fare paid for the cruise and any necessary expenses for the return journey in the event that Hapag-Lloyd becomes insolvent and the

cruise services are not performed as a result of said insolvency. In such cases, the Passenger shall have a direct claim against the insurer Deutsche Reisepreis Sicherungsverein VVaG, Rosenheimer Straße 116, 81669 München, Germany on presentation of the refund security certificate. A refund security certificate can be found at the end of the booking confirmation document.

### 17. Defences and limitations of liability for employees and authorised representatives

If a claim is made against an employee or authorised representative of Hapag-Lloyd for loss or damage that has occurred in relation to carriage, the employee or representative concerned shall have the right to invoke the defences and limitations of liability available to Hapag-Lloyd under these Terms and Conditions of Travel, provided that he/she can prove that he/she was acting in the discharge of his/her duties.

### 18. Refusal of permission to disembark; cost of onward carriage

If the Passenger is refused entry to or permission to disembark in a chosen port or country, then Hapag-Lloyd may carry the Passenger and/or the Passenger's baggage to another port or country where the vessel calls and land them there. The Passenger shall pay Hapag-Lloyd the fare for this onward journey and reimburse any other expenses in connection therewith. Any such onward carriage shall be subject to these Terms and Conditions.

### 19. General average

The Passenger is not obliged to pay General Average contributions for objects he/she has brought on board the ship (section 588 HGB). The Passenger has no right to compensation under General Average proceedings.

### 20. Assistance to ships in distress; salvage; carriage of cargo

Hapag-Lloyd is entitled to use the ship employed for the cruise to render assistance to other vessels, to tow or salvage other vessels, and to carry cargo of any kind. All activities of this kind, whether previously announced or not, shall be deemed part of the cruise.

### 21. Court of jurisdiction

Any dispute arising under these Terms and Conditions or from any other relationship between the Passenger and Hapag-Lloyd can only be brought exclusively in the city of Hamburg, Germany, where Hapag-Lloyd has its registered office.

Hapag-Lloyd does not participate in the voluntary procedure for alternative dispute resolution for customer disputes in accordance with the Customer Dispute Resolution Law (Verbraucherstreitbeilegungsgesetz).

### 22. Applicable law

The relationship between the Passenger and Hapag-Lloyd, whether contractual or otherwise, shall be subject solely to German law.

### 23. Severability

If any provision of these Terms and Conditions is or becomes invalid or unenforceable, then that provision shall be severed and the remaining provisions shall remain valid and enforceable.

### 24. Pricing subject to change

The information and prices in the brochure for the cruise are subject to change without notice. The booking confirmation shall be definitive of terms and prices.

It is legally permissible to change published prices prior to conclusion of a travel contract, particularly if, following publication of the brochure, a change becomes necessary for the following reasons:

- there is a change in the cost of carriage, the charges payable for certain services such as port and airport fees, or the exchange rate applicable to the relevant cruise, or
- the continued availability of a package cruise described in the brochure and requested by the Passenger can only be maintained if Hapag-Lloyd, following publication of the brochure, purchases additional tourism services (booking allotments) from external providers.

### 25. Assertion of claims: addressee, information on alternative dispute resolution

- Any claims that the Passenger has under section 651i(3) Nos. 2, and 4-7 BGB are assertable against Hapag-Lloyd. Claims can also be asserted via the agency that the Passenger used to book the package cruise. It is recommended that claims be asserted by notification on a durable medium.
- Hapag-Lloyd advises that it does not use the voluntary alternative dispute resolution system provided for consumer disputes under the Consumer Dispute Resolution Act (VSBG). If, following the printing of these Terms and Conditions of Travel, use of an alternative consumer dispute resolution system becomes mandatory for Hapag-Lloyd, Hapag-Lloyd will inform the customer in an appropriate manner.

\* The currency in which the travel price has been or is to be paid is authoritative.

### Organiser

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