

TERMS & CONDITIONS

IMPORTANT NOTICE: Guests are advised to carefully read the Terms & Conditions of the Guest Ticket Contract set forth below which affect your legal rights and are binding. Acceptance or use of this Contract shall constitute the agreement of Guest to these Terms & Conditions.

GUEST TICKET CONTRACT

1. Definitions: This Contract is between the Carrier and the Guest. The word "Carrier" means SPRL SPLASH, with legal address in Belgium, Everberg, Galgenstraat 43, organiser of the THE CRUISE (brand name). The "Guest" is each passenger whose name appears in the booking, and/or who uses the ticket for passage on the voyage described in the ticket.

2. The Contract: The Guest agrees that this Contract governs the relationship between the Guest and the Carrier, regardless whether the Guest purchased the ticket on his or her own behalf, and/or whether the ticket has been held and/or presented by another person on behalf of the Guest. The Guest agrees that this Contract constitutes the entire agreement between the Guest and Carrier, to the exclusion of any prior representations that may have been made in relation to the cruise to the Guest or anyone representing him/her by anyone, including but not limited to in the Carrier's brochures, advertisements, and other promotional materials, or by third persons such as travel agents. No person other than the person(s) named in the Guest Ticket Contract can use the Guest Ticket Contract without the express written agreement of the Carrier. This Contract is only valid for the cruise specified in the accompanying ticket. The Guest acquiesces to the terms herein upon payment or, at the latest, upon presenting this Contract to the Carrier for boarding. The rights, defenses, immunities and limitations of liability set forth herein shall inure to the benefit of the Carrier and all concessionaires, independent contractors or other service providers; and affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; all suppliers, shipbuilders, component part manufacturers; and its or their owners, operators, managers, charterers, agents, pilots, officers, crew and employees.

3. Terms of Fare:

(a) Items Included in Fare: The fare paid by the Guest for this ticket includes transportation on the vessel named herein, full board, and ordinary vessel food, but does not include drinks, nor expenses incurred for other incidental or personal services/purchases. The only drinks included in the Charter Hire are tap water, ice tea, tea, filter coffee and lemonade when accompanying the meals. If governmental or quasi-governmental action results in any element of taxes and fees exceeding the estimates used by Carrier for purposes of computing the quoted amount, Carrier reserves the right to pass through the extra amount. The Guest agrees that the Carrier shall not be liable to make any refund to the Guest for tickets that are wholly or partially unused by the Guest except as otherwise expressly stated in this Contract, any law or government regulation to the contrary notwithstanding. Refunds shall be made as specified herein and in the cancellation policy section of the Terms and Conditions of the cruise brochure, which policy is incorporated herein by reference.

(b) Upgrades/Errors: Carrier reserves the right to collect the fare in effect for the accommodations selected by the Guest. Carrier shall be entitled to, but not obligated to, upgrade any guest free of charge to higher priced accommodations, at the sole discretion of Carrier. Carrier shall not be obligated to honor any booking resulting from, nor shall be responsible or liable whatsoever in connection with, misprints or errors of any kind, whether in brochures, advertisements, on the Internet, during the booking process or otherwise, that result in Guest being undercharged for the cruise. Carrier reserves the right, prior to sailing, to collect the correct fare or cancel the booking and refund any payment made by Guest.

(c) Service Charges: are included in the price.

4. Carrier's Rules and Regulations.

(a) Guest's Agreement: The Guest agrees to abide by the rules of the Carrier, including, but not limited to, the rules and regulations particularly set forth below, and to follow the lawful instructions of the vessel's officers and crew, at all times. The Guest accepts that failure to do so constitutes a material breach of this Contract which may subject the Guest, as well as any accompanying Guest(s), to involuntary disembarkation without liability to the Carrier for any refund or any other related loss or expense to the Guest, and any accompanying Guest(s), whatsoever.

The Master is by law and under International Treaties fully entitled, in any circumstances of need or danger and, in particular, where reasons of safety of the ship, passengers and/or the ship's crew so advise, to assist and tow

other vessels, deviate from the scheduled route, call at any port, transfer passengers and luggage to another ship, refuse the embarkation of anyone whose health does not, in his view, allow them to go on the cruise, disembark during the cruise anyone whose health does not, in his view, allow them to continue on the cruise or, in general, anyone posing a safety hazard for the ship or the other passengers, and anyone engaging on board the ship in any business or other activity in breach of the company's policies regarding passenger behaviour on board and specifically the cruise company's conduct policy delivered on board and available at their website.

All passengers shall submit to the Master's discipline, in particular in regard to all navigation or safety matters on board the ship. In addition, and as provided for in section 3.3 of Regulation 19 of Chapter III of the SOLAS appendix, all passengers must take part in such safety drills as the Master shall determine, in accordance with the applicable international laws. If any passenger refuses to take part in these drills without just cause, the Master may report that behaviour to the court or police authorities at the next port of call, in order for appropriate action to be taken.

The passenger agrees at all times to abide by the orders and directions of the Master of the ship, the ship's personnel and the different authorities of the countries to be visited. The refusal to abide by these orders or directions may result in immediate termination of the package, in which case the passenger shall bear any cost arising from that breach.

(b) Carrier's Right to Confine, or Refuse or Revoke Passage: The Guest recognizes and agrees that the Carrier reserves the right, without incurring liability of any kind, to refuse or revoke passage to, confine to a stateroom, and/or deny any advertised benefit or service to any Guest who, in the sole judgment of the Carrier or the vessel's medical personnel, may be refused admission into a port of landing or into the country of destination, or may be suffering from a contagious disease, or for any other cause may endanger themselves or others, or become obnoxious to others. Any Guest who is refused passage or otherwise denied any advertised benefit or service under this section shall not be entitled to receive any compensation whatsoever and shall become liable for any resulting expenses incurred by the Carrier. Guest acknowledges that it is Carrier's policy that all Guests must be onboard the vessel one (1) hour prior to the departure time noted on their cruise documents for the port of embarkation as well as one (1) hour before departure at all ports of call and agrees that it is the Guest's responsibility not to miss such final boarding time. Any Guest who fails to board the vessel one (1) hour prior to departure is at risk of being left at the port of embarkation or port of call. In such event, Carrier shall have the right without notice to depart without the Guest and Guest shall be fully responsible to pay for or indemnify the Carrier for all expenses incurred to rejoin the vessel at the next port or for his/her own return passage, including, but not limited to, government fees or fines, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees. In such event, Guest shall be entitled to no refund and shall be deemed to have breached this Guest Ticket Contract. Further, in such event, the entire fare shall be deemed fully earned by Carrier and no portion thereof shall be recoverable by Guest.

(c) Minors: Any Guest under 18 years of age is considered a minor, and not allowed on this cruise.

(d) Forbidden Articles: The Guest agrees not to bring on board the vessel, under any circumstances, any illegal drugs, any firearms or weapons of any kind, ammunition, explosives, or other substances of a dangerous nature, nor animals of any kind, except service or guide animals, provided that the Guest notifies the Carrier, prior to the cruise, of the Guest's intention to bring such animal and agrees to accept full responsibility for any expense, damage, losses, or injuries associated with or caused by such animal. The Guest further understands and agrees that any alcoholic beverages purchased ashore shall not be brought or consumed aboard the vessel under any circumstances, but shall be delivered to the vessel's crew at the gangway to be retained by the Carrier until the Guest disembarks at the end of the voyage. The Guest assumes all responsibility for complying with any applicable customs or import laws relating to any such purchase.

(e) Safety rules:

The passenger must behave in a manner that does not compromise the safety, peace and enjoyment for other passengers, and conduct himself in accordance with reasonable standards of care and exercising prudent judgment and will observe the administrative and statutory provisions in relation to the package and, specifically, the conduct policy. The passenger shall not bring aboard the ship any merchandise, alcoholic beverages, live animals (except for recognised guide dogs for visually impaired persons), weapons, ammunition, explosives and flammable, toxic or hazardous substances without the Organiser's written consent. No use whatsoever may be made, either at embarkation or in the ship cabins, of any electrical heating device or appliance such as clothes irons, water heaters, electric tea kettles, pots or boilers, heaters, radiators and the like. No vehicle whatsoever may be brought aboard, irrespective of whether it is animal, human, electric or mechanically-drawn, except for those used by persons with any type of disability or impairment and to the extent essential to ensure their autonomy. Non-compliance shall result in the device found being seized by on-board personnel with no possibility of use until the end of the cruise, at which time they will be returned to their respective owners. The passenger shall be liable for damages and losses to the Organiser and the ship as a result of the Passenger's wilful misconduct or negligent or wrongful conduct.

(f) No Soliciting: The Guest shall not solicit other Guests, the Carrier's employees, personnel or agents during the voyage with respect to any professional, commercial, or business activity, whether for profit or otherwise, without the prior written consent of the Carrier.

(g) Special Medical Care; Fitness to Travel: The Guest acknowledges that medical care while on a cruise ship may be limited or delayed and that the vessel may travel to destinations where medical care is unavailable. Therefore, the Guest warrants that the Guest and those for whom the Guest is responsible are fit to travel. Any condition of the Guest that may require special attention, accommodation or treatment of any kind must be reported to the Carrier when a reservation is requested. A medical certificate certifying fitness for travel may be required of any Guest at the Carrier's request. The Guest agrees not to present herself for boarding under any circumstances if, by the time the Guest will conclude her travel with the Carrier, she will have entered the 24th week of pregnancy. Guests with special needs are advised that certain international safety requirements, shipbuilding requirements, and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Guests requiring the use of a wheelchair must provide their own as any wheelchairs available on the vessel are for emergency use only. For the convenience and comfort of such Guests, they are strongly encouraged to bring a collapsible wheelchair. Guests are advised that standard cabins are not designed to be barrier free and wheelchair accessible. The Carrier reserves the right to refuse or revoke passage to anyone who fails to notify Carrier of any physical or emotional condition which may require special assistance or accommodation, or who is, in the sole judgment of the Carrier or vessel's medical personnel, as a result of such condition, unfit for travel, or who may require care, treatment or attention beyond that which the Carrier can provide. In such circumstances the Carrier shall have no liability to the Guest whatsoever. Guests may not be able to participate in certain activities or programs either aboard the vessel or onshore at ports of call if to do so would create a risk of harm to themselves or any other Guest.

(h) Liability of the Guest: The Guest shall be liable to and shall reimburse Carrier for all damages or loss of or to the vessel and its furnishings and any equipment or property of the Carrier or any other Guest caused directly or indirectly, in whole or in part, by any act or omission of the Guest. The Guest shall further indemnify the Carrier and each and all of their agents or servants for all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Guest or those for whom the Guest is responsible.

5. Limitations and Disclaimers of Liability:

(a) The Carrier disclaims all liability to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind not resulting from a physical injury to that Guest, from that Guest having been at risk of actual physical injury, or intentionally inflicted by the Carrier.

(b) On cruises that neither embark, disembark nor call at any U.S. port, the Carrier shall be entitled to any and all limitations and immunities provided under the *Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea* of 1974, as amended by the *Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea* of 1976.

(c) The Carrier shall not be liable for any injuries or damages which occur while participating in athletic or recreational activities aboard the vessel or onshore at any port of call, including, but not limited to, Guest participation in snorkeling programs or Guest usage of any paddleball, gymnasium, jogging, swimming, diving, health club and sauna facilities. By utilizing said facilities, the Guest agrees to assume all risks arising therefrom and does hereby fully release and discharge the Carrier from any and all claims, demands, damages, causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the Guest's use or intended use of said facilities.

(d) For further provisions regarding limitations of the Carrier's liability, see also Sections 7 and 8, below.

6. Vessel and Voyage:

(a) Risk of Travel: The Guest admits and acknowledges that travel by ocean-going vessel occasionally presents risks and circumstances that may be beyond the ability of the Carrier to reasonably control or mitigate. The Guest's understanding includes all risks of travel, transportation, and handling of Guests and baggage. The Guest therefore assumes the risk of and releases the Carrier from any injury, loss, or damage whatsoever arising from, caused by, or in the judgment of the Carrier or Master rendered necessary or advisable by reason of: any act of God or public enemies; force majeure; arrest; restraints of governments or their departments or under color of law; piracy; war; revolution; extortion; terrorist actions or threats; hijacking; bombing; threatened or actual rebellion, insurrection, or civil strife; fire, explosion, collision, stranding or grounding; weather conditions; docking or anchoring difficulty; congestion; perils of the sea, rivers, canals, locks or other waters; perils of navigation of any kind; lack of water or passageway in canals; theft; accident to or from machinery, boilers, or latent defects (even though existing at embarkation or commencement of voyages); barratry; desertion or revolt of the crew; seizure of the vessel by legal process; strike, lockout or labor disturbance (regardless whether such strike, lockout or labor disturbance results from a dispute between the Carrier and its employees or any other parties); or from losses of

any kind beyond the Carrier's control. Under any such circumstances the voyage may be altered, shortened, lengthened, or cancelled in whole or part without liability to the Carrier for a refund or otherwise.

(b) Substitute Vessel: If the vessel does not sail on or about the advertised or scheduled date for any reason, including fault of the Carrier, the Guest agrees that the Carrier shall be entitled to substitute any other vessel or means of transportation, regardless of whether owned or operated by the Carrier, and to re-berth Guests thereon or, at the Carrier's option, to refund the fare paid or a pro rata portion thereof, without further liability for damages or losses of any kind whatsoever.

(c) Itinerary Deviation: The Guest agrees that the Carrier has the sole discretion and liberty to direct the movements of the vessel, including the rights to: proceed without pilots and tow, and assist other vessels in all situations; deviate from the voyage or the normal course for any purpose, including, without limitation, in the interest of Guests or of the vessel, or to save life or property; put in at any unscheduled or unadvertised port; cancel any scheduled call at any port for any reason and at any time before, during or after sailing of the vessel; omit, advance or delay landing at any scheduled or advertised port; return to port of embarkation or to any port previously visited if the Carrier deems it prudent to do so; substitute another vessel or port(s) of call without prior notice and without incurring any liability to the Guest on account thereof for any loss, damage or delay whatsoever, whether consequential or otherwise.

(d) Transfer: The Guest agrees that the Carrier has an absolute right to transfer the Guest and/or the Guest's baggage to other carriers, whether by water, rail or air, to or toward the ultimate destination. In the event such substituted passage is for the convenience of the Carrier, it shall be at the Carrier's cost. Otherwise, it shall be at the cost of the Guest.

(e) Compliance with Government Orders: The Carrier shall have the absolute right, without liability for compensation to the Guest of any kind, to comply with governmental orders, recommendations or directions, including but not limited to those pertaining to health, security, immigration, customs or safety. In the case of quarantine, the Guest agrees to bear all risks, losses and expenses caused thereby and will be charged for maintenance, payable day-by-day, if maintained on board the vessel for such period of quarantine. The Guest assumes all risks and losses occasioned by delay or detention howsoever arising. Costs connected with embarkation or debarkation of Guests and/or baggage and costs of transfer between vessel and shore as a result of the circumstances enumerated in this paragraph must be borne by the Guest.

7. Baggage and Valuables:

(a) The term "baggage" means suitcases, valises, satchels, bags, hangers or bundles and their contents consisting of clothing, clothing accessories, toilet articles, and similar personal effects, including all other personal property of the Guest not in a container. The Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments, or other valuables, including but not limited to those specified in 46 U.S.C. § 30503. The Guest warrants that no such items will be presented to the Carrier within any receptacle or container as baggage, and hereby releases the Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. The Guest further warrants that he or she has not carried onto the vessel any goods or articles for purposes of trade or commerce, nor contraband, nor goods or articles which otherwise may violate the customs laws of the country from which the vessel embarks or of any other port State visited by the vessel during the course of the voyage, and the Guest agrees to indemnify the Carrier for any fines, duties, taxes, or other penalties that may be incurred as a result of any item brought on board by the Guest. The Carrier shall not be liable for any loss of or damage to any perishable items, dentures, optical devices (including contact lenses), medications, cameras, recreational and/or sporting equipment, cash, securities or other negotiable instruments under any circumstances whatsoever, whether carried within the Guest's baggage or otherwise.

(b) The Guest and Carrier agree and stipulate that the aggregate value of all the Guest's baggage and any other property lawfully brought on board by the Guest does not exceed 2.000 € and any liability of the Carrier or the vessel for any cause whatsoever with respect to said baggage shall not exceed such sum unless the Guest shall specify its true value, in writing, and pay to the Carrier before embarkation 5% of the excess of such value, in which case the Carrier's liability, if any, shall be limited to the actual damage sustained up to, but not exceeding such specified value. In no event shall Carrier be liable for normal wear or tear of the Guest's property or baggage.

(c) The Guest agrees that all disclaimers and limitations of liability contained herein shall apply to all valuables stored or accepted for storage by the Carrier, including valuables stored with the Carrier in safety deposit boxes or security envelopes. The Carrier cannot accept responsibility for, and in no event shall be liable for, the loss of or damage to valuables or other articles left in cabins, and in no event shall the Carrier be liable for loss of or damage to property of any kind not shown by the Guest to have occurred while in the Carrier's actual custody.

(d) The Guest agrees to promptly report any loss of or damage to baggage during loading or disembarking, to the Carrier's personnel, prior to debarking the customs area; the Carrier shall not be responsible for any such loss or damage which is not so reported. Liability, if any, for loss or damage to baggage occurring elsewhere than on board the vessel in connection with air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall

rest solely with the person or entity providing such services and the Guest agrees that the Carrier does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage.

(e) The Guest will not be liable to pay nor entitled to receive any general average or salvage contribution or award in respect to property taken by the Guest onto the vessel.

8. Independent Contractors:

(a) Off-Vessel Transport and Activities: The Guest recognizes and agrees that, if and when the Carrier makes arrangements for the Guest for air transportation, hotel accommodations, ground transfers, shore excursions, medical care and/or for other transportation, activities, services, facilities or amusements occurring off of the vessel, the Carrier does so solely for the convenience of the Guest, the Carrier does not act on behalf of or supervise the parties or persons who own, furnish, or operate such conveyances, services or facilities, and the same are provided by independent contractors who work directly for the Guest and are subject to such terms, if any, appearing in the tickets, vouchers or notices of such party or parties. Therefore, the Guest agrees that the Carrier assumes no responsibility for, nor guarantees the performance of, any such person, party, contractor, service or facility, and that the Carrier shall not be liable for losses or injuries arising from the acts or omissions of such person, party, contractor, service or facility.

(b) Other Independent Contractors: The Guest recognizes that the persons providing other personal services offered on the vessel, including but not limited to, hairdressers, manicurists, personal trainers, and/or massage therapists are independent contractors who work directly for the Guest, and that the Carrier shall not be held liable for any loss or injury arising from the performance of such services.

(c) Payment for Optional Services: Such parties or persons described in sub-sections (a) and (b), above, shall be entitled to make a proper charge for any service performed for or on behalf of the Guest and the cost of such service shall be the sole responsibility of the Guest.

(d) For-Profit Entity: Notwithstanding that the Carrier, at the Guest's option, arranges air transportation, hotel accommodations, ground transfers, shore excursions and other services with independent suppliers of such services, the Guest understands and agrees that the Carrier, being a "for profit entity", earns a fee on the sale of such optional services.

(e) Indemnity: Guest acknowledges and agrees that in the event the Carrier is found liable to pay damages based on the negligence or other wrongful conduct of any person or entity other than the Carrier, whether by way of joint and several liability or otherwise, the Guest will indemnify and hold Carrier harmless for any and all such conduct and/or damages.

This agreement to indemnify and hold the Carrier harmless shall specifically include, without limitation, all medical services provided on or off the vessel, as well as all shore excursions, transportation or other facilities or activities provided or furnished by any person or entity other than Carrier.

9. Medical Services and Facilities: The Guest recognizes and agrees that the Carrier is not in the business of providing medical services and/or operating medical facilities. To the extent that the vessel provides a surgeon or physician, or if the vessel requests emergency or other medical care or evacuation for the Guest on the Guest's behalf (hereinafter, "Medical Services"), it is understood and agreed that the Carrier does so solely for the convenience of the Guest, that such Medical Services are provided by medical professionals who work directly for the Guest, and that the Carrier does not undertake to supervise, nor supervise or direct the actions of the person(s) providing such Medical Services. The Guest therefore agrees that the Carrier cannot guarantee the performance of such Medical Services, and that the Carrier shall not be liable for losses or injuries arising therefrom. Persons or entities providing Medical Services shall be entitled to make a proper charge for any service performed for or on behalf of the Guest, and the cost of such service shall be the sole responsibility of the Guest. The Guest hereby agrees to reimburse and indemnify the Carrier for any funds advanced on account of any such charges.

10. Limitations on Actions:

(a) Suits for Injury or Death: The Guest agrees that no suit, whether brought *in rem* or *in personam*, shall be maintained against the Carrier for emotional or physical injury, illness or death of Guest unless written notice of the claim, including a complete factual account of the basis of such claim, is delivered to the Carrier within 185 calendar days from the date of the incident giving rise to such injury, illness or death; and no suit shall be maintainable unless commenced within one (1) year from the day of the incident giving rise to such injury, illness or death, notwithstanding any provision of law of any state or country to the contrary.

(b) Other Suits: Any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Guest, whether brought *in personam* or *in rem* or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Contract or Guest's cruise, no matter how described, pleaded or styled, between the Guest and Carrier, with the sole

exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958).

(c) Guest Waives Right to Class Action Relief: THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON GUEST'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. IF GUEST'S CLAIM IS SUBJECT TO ARBITRATION UNDER SECTION 10(b) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 10(b) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

11. Travel Documentation: Upon embarkation, the Guest shall have in his or her possession, and assumes all responsibility for obtaining, all visas, passports, certified birth certificates, travel and health documents required by any governmental authority, and if he or she fails to do so the Carrier shall have no further obligation to transport or to furnish transportation to the Guest.

The Guest is advised to consult the appropriate governmental authority concerning required documentation for travel. The Guest shall indemnify the Carrier for all penalties, fines, charges, losses and expenses imposed upon or incurred by the Carrier due to the Guest's failure to have proper documentation or otherwise comply with applicable laws or regulations of any kind. Any stamps on tickets, customs, excise or other taxes or fines on the Guest or the Carrier resulting from the Guest's conduct, embarkation expenses, and all expenses of such a nature are to be paid by the Guest. If the Guest is denied boarding for failing to comply with the requirements of this section, the Carrier shall not be liable to refund the Guest's fare or for any other damages or expenses whatsoever.

12. Use of Travel Agent: The Guest agrees that any travel agent utilized by the Guest in connection with the purchase of the cruise or issuance of this Contract, or for any related or incidental air or ground transportation or excursions, is solely the Guest's agent and the Guest shall remain liable to the Carrier for the full applicable cruise fare. The Carrier shall not be responsible for any representations, insolvency or other conduct of a travel agent, including but not limited to such agent's failure to remit any portion of the cruise fare to the carrier, or any refund to the Guest. The Guest agrees that receipt of any refunds or notices by the Guest's travel agent, including this Contract, shall constitute receipt by the Guest.

13. Severability: Except as provided in Section 10(c) above, should any provision of this Contract be deemed invalid for any reason, the Guest agrees that said provision is deemed to be severed from this Contract and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.

14. Venue and Governing Law: This Contract shall be governed in all respects by the Belgian law and European directives, and submitted to the courts of Brussels.

15. Cancellation

(a) by the Guest: following fees apply:

Cancellation until 15 October 2017: free of charge

Cancellation until 20 January 2018: 25% cancellation fee

Cancellation until 20 March 2018: 50% cancellation fee

Cancellation until 20 May 2018: 75% cancellation fee

Cancellation from 21 May 2018: 100% cancellation fee

Name changes:

In the event that a passenger is prevented from proceeding with the holiday, that passenger shall be entitled to do a name change to the name of a replacement passenger.

Name changes are allowed until 29 June 2018 and will be subject to an administration fee of €100 Euro per name change, plus a possible price increase.

The passenger and replacement passenger will be jointly and severally liable for this fee and any additional cost incurred by The Cruise as a result of the name change.

It is not allowed to resell a booking at a higher or lower price than the current published fares.

Name changes for flights, hotels and transfers depend on the suppliers conditions.

(b) by the Carrier:

Should travel largely be hindered, endangered or affected due to a force majeure event which was not predictable at the time of conclusion of the contract, then Carrier may cancel the contract.

In the event of interruption, changes, delays or cancellation of your trip for any reason, or in the event of default, real or alleged, of any kind by Carrier, or your claim that Carrier has for whatever reason failed to perform its respective obligations to you, the sole liability of Carrier to you shall be to refund all monies theretofore paid by you for all obligations not then performed or for which you have not yet received benefit. Carrier shall not be liable or responsible to you for any other costs incurred by you, including but not limited to, travel costs and other costs incurred by you in preparation of your trip, or for any other consequential damages arising from, or as a result of, such cancellation.

16. Use of Guest Likeness: The Guest consents to Carrier's use and display of the Guest's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind.

17. Drugs: It is strictly forbidden to bring drugs or other illegal substances on board. Passengers that are found with drugs, or that need medical assistance due to drugs, will be disembarked from the ship as soon as possible. This decision is taken under the captain's authority. No refund can be claimed by the passenger in such case.

18. Persons with reduced mobility.

The ships have a limited number of cabins equipped to accommodate disabled people and not all ship areas and facilities are accessible or specifically equipped for disabled people.

Persons with reduced mobility, who have booked a cruise with the port of embarkation situated in the territory of a Member State of the European Union, or with the port of embarkation situated outside the territory of a Member State and the port of disembarkation situated in the territory of a Member State, are advised that, as provided for in article 8.4 of Regulation 1177/2010, where strictly necessary and under the following conditions: (I) in order to meet the safety requirements established by law/the competent authorities, or (II) where the design of the passenger ship or port infrastructure and equipment, including port terminals, make it impossible to carry out the embarkation, disembarkation or carriage of the said person in a safe or operationally feasible manner, the carrier ship may require that the disabled person or person with reduced mobility be accompanied by another person who is capable of providing him with the assistance required. Such adult person shall be carried free of charge on cruise-related passage services only.

Duty of passenger to communicate that he is a Person of Reduced Mobility when requesting a booking. The passenger must inform the Organiser, when requesting the booking, of any physical or mental illnesses or disabilities which may require special assistance or care. A person with reduced mobility means any person whose mobility when travelling is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaption to his particular needs of the service made available to the other passengers.

IMPORTANT NOTICE: Guests are advised to carefully read the terms and conditions of the Guest Ticket Contract set forth below which affect your legal rights and are binding. Acceptance or use of this Contract shall constitute the agreement of Guest to these Terms and Conditions.