

# Booking Conditions

These are the terms and conditions which apply to your holiday and/or sea passage; please read them and the information carefully as you will be bound by them.

## TERMS AND CONDITIONS

The terms and conditions contained herein below (hereinafter referred to as "Booking Terms and Conditions") and the terms and conditions contained in the Terms and Conditions of Contract – Passage Contract (hereinafter referred to as the "Passage Contract"), shall govern and be applicable to all travel bookings with Iceland ProCruises, departing on or after May 1, 2019.

All of the terms and conditions of the Passage Contract are incorporated herein and you and we agree to be bound by all of the terms and conditions contained in the Passage Contract, along with the terms and conditions contained in these Booking Terms and Conditions. To the extent that there is any inconsistency between the Booking Terms and Conditions and the Passage Contract, the terms and conditions of the Passage Contract shall supersede and control over the Booking Terms and Conditions.

**IMPORTANT NOTICE:** We request that you read closely and fully understand these terms and conditions since they include limitations of liability (see in particular paragraphs 9-10).

The terms and conditions apply to package tours that fit the definition specified in the Package Tours Act and the catalogue is arranged in accordance with this act. Groups are subject to separate terms and conditions. Customers who otherwise fall under the sub-definition of package tours but travel entirely or mainly for business purposes, research or professional competitions do not fall under the definition of the Package Tours Act.

## 1. CONTRACT

Your contract partner is Iceland ProCruises GmbH (Ltd.). When you book travel or a cruise with us the contract is regarded as binding once you or your travel agency requests a confirmation of your booking from us. Iceland ProCruises is then responsible for delivering the products/arrangements you have booked while you are financially responsible for the booking. The moment you make a booking you are confirming at the same time that you have the authority to accept these terms and conditions on behalf of yourself and any travel companions. You accept responsibility for payment to us for all passengers in your booking. The customer is solely responsible for ensuring that the actual reservation corresponds with the booking made. As the person making the booking you are also responsible for ensuring that the names on all documents are correct and in accordance with the passports of all passengers you are making the booking for.

As the person making the booking you will also be responsible for ensuring that all travel companions in the booking are kept fully informed of what was booked and any changes that may arise. If you are booking your trip via an agent/travel agency, all communication shall take place via the agent/travel agency. Note that travel agencies/agents may have additional terms and conditions that you will be subject to when booking travel through them. Always quote your booking number when contacting Iceland ProCruises.

## 2. GUARANTEE

Iceland ProCruises GmbH (Ltd.) at all times provides the statutory guarantee for package tours from: Zürich Versicherungen

## 3. PAYMENT

Payment is due immediately for all online bookings which have a cost of less than \$1,340.

For all other bookings, payment is due as follows:

- If the booking is made more than 8 weeks prior to departure a deposit of 20% of the total due is charged. The full amount due must be paid at least 8 weeks before departure.
- If the booking is made less than 8 weeks prior to departure, the full amount is due immediately.
- If the payment is not made by the due date, Iceland ProCruises reserves the right to cancel the booking, keep the deposit and demand a cancellation fee in accordance with the cancellation rules, and point 6 below.

The travel documents will be sent as soon as Iceland ProCruises has received payment, normally no later than 4 weeks prior to departure.

In the event of special promotions the total amount may be due immediately on booking.

## 4. PRICES

All prices in this brochure are per person and in the following currency: USD. The correct price of the trip is given before a booking is confirmed. Iceland ProCruises reserves the right to add certain specified additional charges to the price of your booking such as, for example, a fuel surcharge, in the event that there may be increased costs or if an airline raises rates or imposes surcharges.

However, no changes will be made less than 30 days before your departure. Should prices be reduced as a result of the same changes mentioned above, the price adjustment will be credited to you. In the event of price increases of more than 10 percent, you retain the right to cancel your booking at no charge, with a full refund of all amounts paid. Should you wish to cancel your booking as mentioned above, notification of this must be received by Iceland ProCruises at the below address, at least 14 days from the date of the new invoice showing the increase in price.

The prices specified in the catalogue are based on available seats in the lowest pricing category for flights. If these seats are not available at the time of booking, Iceland ProCruises will seek to offer the lowest available flight price. Please note that some flight prices require a local airport fee to be paid in cash by the passenger. Such costs are not included in the agreed price for the booking.

## 5. CHANGES BY CUSTOMER

Should you wish to change your booking after it has been confirmed, we will do our utmost to accommodate you. Please understand that this is not always possible, however. Requests for changes must be sent in writing to Iceland ProCruises, or by e-mail to: info@icelandprocruises.is. You will be requested to pay a fee of USD \$75 per person for changes to your booking with Iceland ProCruises made within 90 days of sailing. Changes in air and other arrangements may be subject to change fees and/or increases by the air carrier.

The costs normally increase closer to the departure date, for example, as a result of cancellation of additional products such as flights and cancellation fees that apply here.

If the change is substantial it will be regarded as a cancellation. A new booking will need to be made and the ordinary rules for cancellation will apply, see point 6.

The customer retains the right to transfer the booking to a person that fulfils the terms and conditions of the agreement if he/she cannot travel him/herself.

The person transferring the booking and the person who takes on the booking will be solely responsible for payment of outstanding amounts and any fees and additional costs incurred as a result of this change.

If a change brings about such requirements, it will be treated as a cancellation.

A new booking must be made and the ordinary rules for cancellation will apply.

## 6. CANCELLATION

You or anyone in the booking have/has the right to cancel the booking at any time. All cancellations must be done in writing by the person who has made the booking. The cancellation is the date that Iceland ProCruises receives the cancellation request. There is no refund on bookings which cost less than \$1,340.

Cancellation fees are calculated according to the following schedule for all other bookings:

NUMBER OF DAYS PRIOR TO DEPARTURE: CANCELLATION FEES IN PERCENTAGE OF TOTAL BOOKING PRICE:

More than 90 days before	Administrative Fees of \$100 per person
90 – 61 days before	20%
42 – 60 days before	30%
28 – 41 days before	60%
14 – 27 days before	90%
Less than 14 days before	100%

For trips that are based on pre-paid flights, the airline company's booking and cancellation rules will apply to the air portion. Any insurance costs will be additional to the agreed price for the booking. The same applies to any connection travel that does not form part of this booking.

There is no refund for passengers who do not show up at the pier for embarkation or who disembark prior to the end of their ticketed cruise itinerary. Should the customer's cabin include several people, partial cancellation will result in the application of the above penalties to the persons who have cancelled and the remaining passengers being charged the applicable prices for the revised number of passengers in the cabin. If you have to cancel your booking for reasons that are covered by your insurance, you must apply for a refund from your insurance company for the cancellation fee of your own accord. Insurance premiums are not refundable.

Cancellation charges are calculated based on total fares paid to Iceland ProCruises GmbH (Ltd.) for all trip components. No refund will be made for passengers who do not show up for the cruise or who do not complete their cruise. Cancellation charges will apply notwithstanding that the Company is able to rebook the cabin in question. The passenger must submit a claim for refund, in writing, within 20 days of the actual termination date of the voyage in question, failing which the refund claim shall be barred.

## 7. CANCELLATION/CHANGES BY Iceland ProCruises GmbH (Ltd.)

We reserve the right to at any time change the information and correct any mistakes in this brochure or invoices. Should changes be made to the web-presentation before you have made your booking, we will attempt to advise you thereof before confirmation of bookings. In the event of cancellation by Iceland ProCruises GmbH (Ltd.), the only refund to which you will be entitled is a refund of the fare you paid to Iceland ProCruises GmbH (Ltd.). You are solely responsible for any and all travel arrangements that were not made through the company. The whole series of voyages can be cancelled per 30.11 due to low bookings (less than 1000 guests).

Iceland ProCruises GmbH (Ltd.) can cancel or change a booking without liability for compensation contingent on us being able to prove that this is due to hindrances that are out of our control and that we could not reasonably foresee at the time the agreement was entered into, and that neither Iceland ProCruises themselves nor we are responsible for, could avoid or prevent.

## 8. COMPLAINTS

Should a passenger believe that he/she has grounds to complain about an arrangement, the conditions must be pointed out underway to the travel guide, crew, and representatives of hotels/car hire companies, airlines, etc, that will seek to correct any errors.

You are also obliged to minimize your own losses as far as possible. If the incident is not addressed satisfactorily on site you may send in a written complaint. Any written complaints must be submitted to the travel agency where the booking was made or directly to Iceland ProCruises within 4 weeks of the end of the trip at the latest, unless special circumstances demand a reasonable extension of the deadline for submitting complaints. The complaint must contain the reservation number and a description of the incident as well as any claims made.

## 9. LIMITATION OF LIABILITY

We limit liability for damages that you or someone in your booking may be subject to in accordance with what follows from the relevant international conventions, including the Warsaw Convention of 1929, whether as amended by the Hague Protocol of 1955 or the Montreal Protocol of 1999, or otherwise. Sea transport of passengers and their baggage is governed by the Athens Convention of 1974, rail transport by the Bern Convention and in terms of accommodation, by the Paris Convention. FOR ALL VOYAGES THAT DO NOT EMBARK, DISEMBARK OR CALL IN A UNITED STATES PORT, Iceland ProCruises GmbH (Ltd.). SHALL AT ALL TIMES BE ENTITLED TO ANY AND ALL LIMITATIONS OF LIABILITY, SPECIFIED UNDER THE "CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE AT SEA" OF 1974 (AS AMENDED BY THE 1976 "PROTOCOL TO THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA") (HEREINAFTER "ATHENS CONVENTION"), WHICH EXPRESSLY LIMITS CARRIER'S MAXIMUM LIABILITY FOR THE DEATH OR PERSONAL INJURY OF A PASSENGER TO 46,666 SPECIAL DRAWING RIGHTS PER PASSENGER. THAT IS EQUAL TO APPROXIMATELY US \$72,057 (AS OF FEBRUARY 1, 2013). (Special drawing rights is a monetary unit specified by the International Monetary Fund whose exchange rates fluctuate periodically. The current exchange rate is published regularly in various international financial newspapers, including the Wall Street Journal). Iceland ProCruises GmbH (Ltd.). SHALL NOT BE LIABLE TO YOU WITH RESPECT TO ANY LOSS OR DAMAGE TO PROPERTY TAKING PLACE OTHER THAN ON THE SHIP OR LAUNCHES OWNED OR OPERATED BY Iceland ProCruises GmbH (Ltd.). UNLESS YOU PURCHASE INSURANCE AS SET FORTH IN PARAGRAPH 11 HEREIN, THE TOTAL VALUE OF ALL YOUR LUGGAGE, VALUABLES AND/OR OTHER PERSONAL BELONGINGS SHALL NOT BE DEEMED TO EXCEED THE AMOUNT OF 833 SPECIAL DRAWING RIGHTS PER PASSENGER, WHICH IS EQUAL TO APPROXIMATELY US \$1,286 (AS OF FEBRUARY 1, 2013) PER PASSENGER AND Iceland ProCruises's LIABILITY, IF ANY, FOR LOSS OR DAMAGE TO ALL SUCH PROPERTY IS LIMITED TO A MAXIMUM OF US \$1,286 PER PASSENGER. Any disputes and matters of whatsoever nature between the passenger and the Company shall be governed by Icelandic law. Such disputes and matters shall be litigated in and before a court of law in the city of Reykjavik, Iceland.

Any case based on air or sea transport must be established within the two year deadline laid down by the Warsaw and Montreal Conventions or the Athens Convention, whichever is appropriate. Legal action in connection with a claim for which there is no expiry date specified in international conventions or specified in the Maritime Code, must be taken within one year from when you go ashore or should have disembarked.

We reserve the right to enforce any restrictions on compensation as stated in these or other conventions, including claims for death, injury, and delay to passengers and loss of, damage to and delays of baggage.

In any port or any place, we reserve the right to refuse to take on board and the right to disembark passengers, who, according to the ship's authorized personnel may be refused permission to land

on new ports of call by local authorities or that may be suffering from a contagious or infectious disease, or if the presence could be detrimental to passengers or the crew's welfare. In cases where the ship or individual passengers are in quarantine (passengers may have to remain in the berth or are instructed by authorized personnel on board if he/she or any other person in the berth shows symptoms of illness or can be regarded as a danger to other passengers), we do not have liability for compensation for any costs this results in, and in such cases there will be no rights to refunds or compensation, and we have no liability for compensation for costs incurred as a result of this. According to the European Parliament and Council Regulation no. 261/2004, you have the right under certain circumstances to a refund and/or compensation from the airline if you are refused boarding of the flight or in cases where flights are cancelled or take-off is extremely delayed, that you must claim from the airline company. Refunds in such cases will not automatically give you the right to a refund of your holiday costs from us. In cases where delays can result in the right to cancel a flight, this will not automatically give you the right to cancel or receive a refund for any other arrangements, even if they were agreed on in connection with the flight concerned.

#### **10. INDEMNITY FROM DAMAGE**

When you book travel arrangements with us, you assume the responsibility for you and your traveling companion behaving in a manner that is not a nuisance to other fellow passengers or may cause safety or practical problems for the organizers. If your actions or omissions cause damage to property in the provisions of the contractual arrangements, or cause delay or diversion of a flight or other transportation, you agree to keep us fully indemnified against any claim (including labour fees and legal costs) made against us by or on behalf of the owner of such property or aircraft operators or operator of other vehicles. The flight captain or ship captain has authority over the aircraft/vessel and the passengers at all times as long as they are on board. There will be no liability of damage from our side or that of any of our suppliers for any refunds, compensation or costs incurred in this way. We shall also have the right to have costs that result from incidents where passengers involved are covered.

Iceland ProCruises requests that all passengers with special needs or medical conditions to notify us of any request of medical condition for which you or any person accompanying you may require either medical attention or accommodation during the voyage, or for which the use of a wheelchair or service animal is required. It is important that you notify us as soon as possible and at the latest prior to booking. Moreover, certain international or local safety requirements, standards and/or applicable regulations relating to design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. If you or anyone in your party requires the use of a wheelchair, you must provide your own.

Your specific passport and visa requirements as well as any other immigration requirements are your own responsibility and you must clarify this with the relevant embassies and/or consulates. We do not accept any responsibility in cases where you cannot travel because you do not meet the latest requirements. If you have made independent travel arrangements, you are responsible for boarding the ship in good time, regardless of any changes to the sailing times and dates or travel routes. We cannot refund monies paid to us, or a third party that acts on our or your behalf, or give compensation or make any payments when you, regardless what the reason, do not board the ship. Passengers that disembark are responsible for boarding the ship again before departure from the port.

#### **11. INSURANCE**

We recommend that our passengers purchase cancellation insurance in case of illness, delays, and/or itinerary changes. Please see above.

#### **12. VALIDITY OF BROCHURE**

The information contained within the Webpage, published in May 2018, including prices and itineraries, is subject to change without notice at the discretion of Iceland ProCruises GmbH (Ltd.). Iceland ProCruises GmbH (Ltd.) is not liable or responsible for any errors and/or omissions.

#### **13. PROTECTION OF PRIVACY**

In order to process your reservation Iceland ProCruises GmbH (Ltd.) needs some basic information. This applies to names, address, any special requirements/dietary requirements, etc. We take all precautions to ensure that the information will not be misused. Nevertheless, we must pass on the necessary information to sub-contractors that are involved in your travel plans. This applies to airlines, ships, hotels, transport companies, etc.

The information may also be given to credit companies and government authorities such as customs/immigration if required. We will never give out this type of information to private individuals or companies that are not directly responsible for part(s) of your trip. This applies particularly to sensitive information that you provide us with, such as details on any disabilities, special dietary requirements or religious needs. If you do not accept that we pass on such information if required to do so, we reserve the right to reject your booking. Please note that if you make a booking with an agent/travel agency, it is the agent's protection of privacy procedures that will apply.

Iceland Pro Cruises GmbH (Ltd.) will not be held responsible for protection of privacy in other companies. Should you wish to have a copy of personal information that we have registered about you, you are welcome to contact us. Iceland ProCruises GmbH (Ltd.) can in some cases also be interested in contacting you by e-mail and/or telephone with news, information, travel offers and marketing surveys. If you do not wish to be contacted for such purposes please advise us of this by e-mail to: [info@icelandprocruises.is](mailto:info@icelandprocruises.is)

#### **14. CONTACT INFORMATION**

Iceland ProCruises GmbH (Ltd.)  
Baarerstrasse 21  
6300 Zug  
Switzerland