

# Terms and Conditions of Travel of the Company SEA CLOUD CRUISES GmbH in its capacity as Tour Organizer for SY SEA CLOUD II

Version: April 2019

Dear Guest,

We hope that you have found the appropriate vacation trip in our programme, and we welcome you to the exclusive circle of SEA CLOUD CRUISES GmbH (SCC) guests. Please read the following **Information and Conditions** carefully so that you will know exactly what you can expect from us. The information and conditions regulate the contractual relationship between you and us, and you shall recognize them with your reservation. We are striving to relieve you of troubles and worries in as far as humanly possible. The delineation of our responsibility is designed to provide clarity regarding what you may expect and our liability.

## 1. Application and Travel Confirmation

**1.1.** Via your tour application, you are offering SCC, in a binding manner, the opportunity to close a travel agreement. Your tour registration may transpire in writing. The travel agreement will only become binding from the time that we confirm the reservation and the price to you or your travel agent in writing.

**1.2.** The applicant is liable for all contractual obligations of other tour participants that he/she registers provided that he/she has expressly confirmed to do so.

**1.3.** You shall receive a travel confirmation upon conclusion of the contract or without delay thereafter. The confirmation shall contain all essential information regarding travel performances you have reserved, provided that said information does not already follow from the travel brochure.

**1.4.** All personal data, which you submit to us for handling your trip, is subject to the provisions of the General Data Protection Regulation and the Federal Data Protection Act. Data will be protected against improper use.

**1.5.** If the subject-matter of the confirmation of the holiday deviates from the subject-matter of the booking, then a new offer by SCC is in existence to which it is bound for the duration of 10 days. The contract comes into existence on the basis of this new offer if the traveller declares his/her acceptance to SCC in writing or by payment within the commitment period.

## 2. Payment

**2.1.** You are required to make a down-payment of 10% per person within one week following receipt of the travel confirmation and the invoice. The remaining balance shall be due for payment four weeks prior to commencement of travel and before receipt of travel documents (tickets, etc.). The total amount is due for payment as soon as the travel confirmation, invoice and insurance certificate have been received in the event of bookings made when there are four weeks or less remaining before commencement of travel.

**2.2.** If the traveller is in default with a payment to SCC, SCC can cancel the contract after having issued a reminder with a deadline. In this case SCC can claim cancellation fees in accordance with paragraph 5.2.

**2.3.** The travel contract will be cancelled automatically if payment is not received by the beginning of travel despite another demand for payment by a certain date having been issued. In this instance, SCC will be entitled to demand corresponding cancellation charges as compensation for damages according to paragraph 5.2.

**2.4.** The customer is required to bear the cost of ancillary performances, such as acquiring a visa, etc., as well as the costs for reservations or inquiries made by telegraph or telephone.

**2.5.** All payments must be made directly to the operator specified on the invoice. **The travel agency is not authorized to receive payments.** Payments to the intermediary travel agency will be made at the traveller's own risk and will have no debt-discharging effect with respect to the relevant operator should the travel agency fail to forward the payments to the operator specified on the invoice.

## 3. Performances and Prices

**3.1.** The scope of contractual performances arises from the services as specified in the offer and from the booking confirmation combined with the catalogue valid at the time and the trip description together with all explanations and guidelines contained therein.

### 3.2. Flights

SCC informs the customer about the identity of the airline/s performing flight services during the voyage. In cases where the booking is made at a time when the airline is not known, SCC will tell the customer which airline/s is/are most likely to perform the flight services. As soon as SCC knows for certain which airline/s will be performing the flight services, SCC will inform the customer about the identity of the airline/s. At the very latest, this will be when the detailed travel information is sent. In case the airline changes SCC will inform the customer immediately after the change is known. A list of airlines with an operating ban within the EU can be found here: [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en).

The conditions of carriage of the airlines for whose flights we act as intermediary are binding. We shall be pleased to provide these to you on request.

Carriage is booked in the Tourist Class; also in the Business or First Class at extra tariff cost in as far as they are available. Flights on days other than the travel days booked e.g. as a result of pre- or post-programmes can lead to extra costs. The airlines always only accept seat reservations as non-binding wishes.

### 3.3. Luggage conveyance

Up to 20 kg luggage per flight passenger will be conveyed (First Class 30 kg). For travel to some countries (incl. USA, Canada, Mexico and within Germany) measurements are based not on the weight, but instead on the number of luggage items and their dimensions. Excess luggage can in principle be carried at extra cost. Children under the age of two have no claim to luggage conveyance.

Please report damage or delays in delivery promptly on the spot to the relevant airline via a Property Irregularity Report (P.I.R.). The report is a prerequisite for any liability.

### 3.4. Services not used by traveller

SCC shall endeavour to obtain reimbursement of saved costs from the service provider if the traveller fails to utilize travel services due to premature return journey and in other significant cases. This shall not apply if services are fully irrelevant or if a refund is opposed by legal or official regulations. SCC is entitled to retain 20% of the refundable amount as compensation for additional effort and expenses.

## 4. Modification of Services and Prices

**4.1.** A change of airline company, of aircraft or of the departure and arrival airport may become necessary should an airline cancel a flight and e.g. in the event of failure of the airline to comply with the flight schedule. Right is retained to effect such kind of change or modification in such or similar instances.

Only costs, equivalent to a second class railroad journey, will be refunded in the event of substitute transportation.

**4.2.** Changes in the trip's itinerary are possible for ship voyages, e.g. in case of floodings or low water level, inclement weather conditions, governmental regulations, if the vessel could not adhere to its schedule at the time that travel commences because of an unforeseen technical defect that causes postponement of the trip itinerary, if the vessel's management alters the vessel's course in the interest of passengers' safety or any other special reason related to the ship travel. In any such cases SCC has the right to make use of other means of transportation such as but not limited to coaches and buses for some routes.

**4.3.** Any such and comparable divergences from and modifications to individual travel performances contained in the travel agreement, which become necessary after the agreement is closed, and which are not induced by SCC contrary to the principles of good faith and trust, are solely permissible, if they are not substantial and if they do not impede the overall tailored style of the reserved trip.

The modified performance shall supersede the performance due under contract. Contingent claims under warranty shall remain unaffected, in as far as substitute performance is flawed.

In the event that the overall tailored style of the reserved trip is unreasonably modified due to said substitute performances, then we shall grant you the option to change your reservations, free of charge, or to cancel the travel agreement without paying any fees. SCC shall undertake to immediately inform you of any such divergences or modifications, in as far as possible.

**4.4.** SCC reserves the right to alter the indicated prices, which have been confirmed on booking, in the case of an increase of transportation costs or of fees for particular services, such as port or airport charges, bunker surcharges, insurance fees or in the case of an alteration of the exchange rates applicable to the holiday in question, to the extent to which this increase has an effect on the price of the holiday per person or per seat, provided more than four months lie between the conclusion of the contract and the stipulated date of the holiday.

In the case of a subsequent amendment to the price of the holiday or of an amendment to an essential travel service, SCC must inform the traveller accordingly without delay, at the latest, however, 21 days before commencement of the holiday. Price increases after this period are not permissible. In the case of price increases of more than 5% or in the case of a considerable amendment to an essential travel service, the traveller is entitled to withdraw from the tourist travel contract free of charge or to demand to take a holiday which is at least of the same value, if the tour operator is in a position to offer such a holiday from its range of holidays at no extra cost for the traveller. The traveller must assert these rights vis-à-vis SCC within the time frame defined by SCC as part of the notification regarding the price increase or amendment to the travel service. If the traveller does not respond to SCC within the defined time frame or at all, the amendment about which they have been notified will be deemed to have been accepted. The traveller is to be made aware of this within a declaration by SCC via a permanent data medium such that it is emphasised in a clearly comprehensible way.

## 5. Cancellation, Changing Reservations, Substitute Persons

**5.1.** You may cancel your trip in writing at any time prior to commencement of travel. Your cancellation notice shall become effective on the date we receive it. If we receive your notice out of office hours (Monday to Friday 9-17h CET), your notice shall become effective on the next working day (except Saturday).

**5.2.** If one of the parties cancels the contract or if you do not start the journey, SCC may demand reasonable compensation for arrangements it has made in conjunction with the trip and for its expenses, even if SCC has not yet confirmed the trip or if you fail to begin the journey. Our flat rate claim to reimbursement consists of a processing fee of EUR 25 per person for cancellation of a reserved trip up to 150 days prior to commencement of travel. The following annulment fees shall arise in the event of later cancellation:

- 25% of the tour price for cancellation 149 – 50 days prior to commencement of travel;
- 35% of the tour price for cancellation 49 – 22 days prior to commencement of travel;
- 55% of the tour price for cancellation 21 – 15 days prior to commencement of travel;
- 80% of the tour price for cancellation 14 days or less prior to commencement of travel;
- 90% of the tour price for cancellation on the same day as the commencement of travel or failure to appear.

Costs that the service provider charges to SCC, e.g., empty bed fee charged by a hotel for cancellation at short notice or special fees for cruises, shall be additionally invoiced in the event that individual or group trips are annulled.

The traveller is free to prove to SCC that SCC has no loss or that the loss is less than the aforementioned flat rate. In this case the lower proven loss will be applied in place of the flat. SCC reserves the right to charge reimbursement fees beyond the flat rates mentioned above.

In this case SCC has to verify and prove the loss, taking any expenses that have been saved and/or any other potential uses for the travel services into consideration.

**5.3.** We will endeavour to modify the travel registration (change reservations) subject to availability, at your request, up to 75 days prior to commencement of travel.

Any change of reservations made as of the 74th day prior to commencement of travel will require you to serve notice that you are cancelling the reserved trip, and it will require subsequent re-registration. This shall not apply for requested changes of reservations that solely cause substantiated, minor expenses.

Modification of the travel date, the travel destination, accommodations or the means of transportation shall apply as a change of reservations.

**5.4.** You may appoint a substitute person for yourself up to commencement of travel. In such case you are required to inform the tour organizer thereof. The tour organizer may object to any such substitute person on the basis of good cause, (e.g., special requirements linked to the trip, statutory bans, refusal by airlines or by hotel operators, etc.). If a third party enters into the contract, then he or she and the registrant are jointly and severally liable in respect of SCC for the price of the holiday and for additional costs incurred through the entry of the third party. SCC may only demand that additional costs be refunded if they are actually and reasonably incurred. SCC must provide the traveller with evidence of the amount of additional costs incurred through the entry of the third party.

**5.5.** Cancellation fees and fees for changing reservations are due for immediate payment.

## **6. Cancellation and Rescission of Agreement by the Tour Organizer**

**6.1.** SCC may rescind the travel agreement after commencement of travel, without complying with a term of notice, if travellers persistently disturb execution of the trip despite an appropriate warning issued by the tour organizer. The same shall apply if anyone should behave in a manner which is gravely in breach of contract and justifies the immediate cancellation. In addition SCC has the right to cancel the travel contract without notice if in the captain's opinion the traveller is unfit for travel due to illness, physical disability or for any other reason or if the traveller requires special assistance but is travelling without this assistance or if the trip has been booked based on incorrect information. SCC shall, however, after cancellation retain its claim to the tour price. The person causing the disturbance is liable for any possible extra cost for return transportation. However, SCC is required to allow credit for the value of saved costs as well as for advantages which may be obtained from another application of services not used, including possible reimbursements from service providers.

**6.2.** SCC may rescind the trip up to twenty days prior to commencement of travel due to failure to obtain the minimum number of participants if (a) the minimum number of participants in the brochure is stated as well as the point in time by which the traveller must be informed of the withdrawal prior to the contractually agreed-upon commencement of the travel and (b) the number of minimum participants as well as the latest date of possible cancellation are clearly stated in the travel confirmation or reference is made to the respective travel description where such information is stated. In case of a planned travel period of six days at the maximum it is sufficient if SCC rescinds the trip seven days prior to the commencement of the trip. The cancellation notice will be immediately forwarded to you. Your paid tour price will be immediately, latest after 14 days, refunded.

## **7. Rescission of the Contract due to unavoidable, exceptional Circumstances**

SCC or the traveller may both rescind the travel agreement if the trip or the carriage to the destination is rendered considerably difficult, endangered or impeded due to unavoidable, exceptional circumstances such as but not limited to an Act of Providence, (e.g., war, internal unrest, natural catastrophes that endanger safe travels to the destination) or in case of material risks for the health because of the outbreak of serious diseases at the destination. SCC shall immediately refund the paid tour price in such instance, latest after 14 days.

## **8. Liability**

**8.1.** We shall bear liability within the scope of the due diligence of a prudent businessman:

**8.1.1.** for conscientious preparation of the trip;

**8.1.2.** for careful selection and monitoring of service providers, (e.g., transportation corporations, hotel operators, etc.);

**8.1.3.** for due and proper rendering of contractually covenanted tour performances, under consideration of applicable legal provisions of the respective country and place of destination.

**8.2.** However, we are not liable for information contained in hotel and local site brochures. We have no influence on their origin. We also bear no liability if national political conditions and contingent entry regulations change at the point of destination, after this brochure is printed, that encumber entry into the affected country or point of destination or which render the same infeasible. We shall inform you at short notice of any such essential, subsequent changes, in as far as possible.

**8.3.** We are liable for the fault of a person entrusted with rendering a service, unless otherwise stipulated under these Terms and Conditions of Travel or stipulated by prevailing conditions, and provided that the person entrusted to render service had caused an instance of damage not only upon the occasion of performing contract. The measure of indebted diligence shall be determined by conditions at the site of service rendered. Your tour will primarily take you to foreign countries, where foreign living conditions and where laws, that are partially foreign to us, prevail.

**8.4.** Warranty

**8.4.1.** The traveller may demand relief if the tour is not performed in compliance with contract. SCC may refuse relief if it necessitates disproportionate expense.

**8.4.2.** After returning from the tour, the traveller may demand reduction of the tour price, commensurate with reduced performance, in the event that the demand for relief was unsuccessful and the trip was not performed in compliance with contract. This shall not affect contingent, more extensive claims for subsequent reduction of the tour price.

**8.4.3.** The traveller may rescind the travel agreement if the tour organizer failed to perform relief, within a reasonable term, or if the tour organizer formally states that relief cannot be performed, and if the trip will be considerably impaired due to performance of services under noncompliance with contract. If the agreement is rescinded in this manner, then SCC is obligated to take appropriate measures, and especially to provide return transportation for travellers, if required.

**8.5.** The traveller may demand compensation for damages, and more precisely for vacation time spent to no avail, provided that the tour organizer is liable for a circumstance that caused a flaw in the tour.

**8.6.** Restriction of liability

**8.6.1.** The tour operator's contractual liability is limited to three times the tour price, provided that damages sustained by the traveller are not caused by intent or gross negligence. The same applies in as far as the tour organizer is responsible for damages incurred by a traveller solely through the fault of a service provider.

**8.6.2.** The tour organizer is not liable for defective performances that arise in conjunction with services mediated as third party performances, (e.g., sporting events, attendance at theatres, exhibitions, etc.), provided these services are expressly identified as third party performances in the brochure and the booking confirmation by giving the name and the address of the third parties. It must be clearly recognizable for the customer that these third party performances are not part of the package tour by SCC.

**8.6.3.** A claim to damage against SCC as tour organizer is restricted or excluded, if – under legal provisions applicable to required, rendered performances of a service provider – a claim for damage against a service provider may solely be asserted under certain conditions or limitations or if such claim is excluded under certain conditions.

**8.6.4.** If SCC organizer assumes a position equivalent to a freight carrier, then his liability shall be regulated by the provisions of the Air Transportation Act in conjunction with conventions covenanted in Warsaw, The Hague, Guadalajara and the Montreal Agreement (solely for flights to Canada and the USA). As a rule, the Warsaw Convention limits the freight carrier's liability for death or physical injury and for loss and damage of luggage. If the tour organizer constitutes a service provider, in other instances, then he shall bear liability in accordance with provisions that apply for a service provider.

**8.6.5.** If SCC assumes a position equivalent to a carrier, within the scope of sea voyages, then his liability shall be regulated in compliance with provisions of the Commercial Code and the Inland Waterways Transportation Act.

**8.7.** Duty to cooperate, complaints

**8.7.1.** In the event of defective performance, each traveller is required to undertake whatever may be reasonably expected of him/her to contribute to alleviate the defect and to keep any potential damages to a minimum.

**8.7.2.** If you should have reason for complaints, contrary to our expectations, then immediately inform our tour management on site. If a respective local tour manager or tour agent is not available or cannot be reached, or if they cannot alleviate a defective performance, then please turn to the service provider (transfer company, hotel operator) and/or the tour organizer or to his contact address in the area of destination. A traveller is not entitled to claims if he/she culpably fails to perform the above obligations. The only time this does not apply is if reporting a complaint is clearly futile or unreasonable for other reasons. The customer will, however, be informed about the availability of the tour manager or SCC in the service description – at the latest when they receive the travel documents.

**8.7.3.** Tour guides are not authorized to formally recognize any claims whatsoever.

## **9. Exclusion of Claims and Statute of Limitation**

**9.1.** If the baggage is damaged, lost or delayed during the travel by air, the passenger must write and complain to the relevant air carrier in loco as soon as possible with undue delay. The airlines and SCC may refuse to grant a refund due to international conventions if the claims notification therefor is not completed in time. The claims need to be asserted within seven days in case of loss of luggage and within 21 days after receipt of luggage in case of delay.

**9.2.** The traveller must assert claims under §§ 651 c to f BGB (German Civil Code) within a month after the contractual date of return.

**9.3.** All claims arising from the travel agreement as well as claims based on injury to life, limb or health due to intentional or negligent breach of duty of SCC shall lapse two years following the contractually covenanted date of return.

**9.4.** The statute of limitations is suspended if SCC initially states to you that complaints and claims are being examined. The suspension is lifted when the tour organizer informs the customer of the results of his examination with regard to the customer's claims.

## **10. Insurance Coverage**

**10.1.** You are insured against transportation risk during flights, within the scope of lawful provisions.

**10.2.** For your own safety, we recommend that you take out a travel insurance policy that includes cancellation, interruption, health, luggage, accident and liability coverage.

## **11. Passport, Visa, Customs, Foreign Exchange and Health Regulations**

**11.1.** You will receive essential information on the formalities required for your trip along with the travel offer. This information will be conveyed along with travel documents and through the travel description contained in the catalogue. Please heed this information, as each traveller is himself/herself responsible for compliance with these regulations. You shall bear all costs and the negative impact of failure to comply with said information.

**11.2.** You have to ensure that your passport, which you will require for your trip, is still valid, for a period of six months beyond the planned travel date. Children require a children's passport which is appropriate to the respective destination. This information applies for German citizens. Foreign nationals and holders of foreign passports are requested to turn to their relevant consulate or embassy for appropriate information.

**11.3.** You are liable to SCC for all consequences and damages, especially penalties, fees and expenses, that must be paid or deposited as a result of your failure to follow applicable regulations for entry into, exit out of or transit through a country, or if in case you have not provided the necessary documents or not provided them in the prescribed manner. You are obliged to immediately reimburse any funds that SCC must pay or deposit.

**11.4.** SCC is not liable for the necessary visas being granted or provided in time by the relevant diplomatic body with the exception of instances when SCC has been instructed to arrange them unless SCC has culpably failed to fulfil its own obligations.

## 12. General Remarks

**12.1.** Major printing errors and computational errors in the brochure or on the travel confirmation shall entitle SCC to avoid the validity of the travel agreement. In such instance, SCC is required to compensate the traveller for the proven loss incurred by relying on a declaration.

**12.2.** All information in our tour description corresponds to the current status of information at the time of printing.

**12.3.** Invalidity of individual provisions of the travel agreement shall not result in invalidity of the entire travel agreement. The same shall apply for these same Terms and Conditions of Travel.

**12.4.** Oral agreements are only valid if we have confirmed them in writing.

**12.5.** The conditions of the respective shipowner or transportation corporation shall apply in the event of travel by ship, combined air and ship travel, combined train and ship travel and for bus trips. We will provide you with a copy of their conditions upon request.

**12.6.** German law is solely applicable to the contractual relationship between the traveller and SCC.

**12.7.** The Free and Hanseatic City of Hamburg is deemed venue for courts of law for all registered businessmen, and for persons who do not have a domestic place of jurisdiction, as well as for persons who moved their place of residence or usual abode to a foreign country, after closing the travel agreement, or whose place of residence or usual abode is not known at the time that a suit is filed, and for litigation as a defendant.

**12.8.** SCC does not participate in the voluntary procedure for alternative dispute resolution for customer disputes in accordance with the Customer Dispute Resolution Law (Verbraucherstreitbeilegungsgesetz) and is not obliged to do so.

**12.9.** At the point of booking, SCC collects the personal data of the traveller that is required for the purpose of fulfilling and performing the travel contract. SCC stores this data electronically as well as processing it and forwarding it on to third parties (e.g. service providers such as hotels and transportation companies) if required within the scope of the contract. Further information is available at: [www.seacloud.com/en/privacy](http://www.seacloud.com/en/privacy)

## Tour Organizer

SEA CLOUD CRUISES GmbH for SY SEA CLOUD and SY SEA CLOUD II

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# Owner's General Conditions of Transportation of the Cruise Vessel SEA CLOUD II

Version: April 2019

## § 1 The Owners, the Carrier, the Performing Carrier, the Agent

- a) Owners of the SEA CLOUD II (hereinafter referred to: the Ship) is the Schiffahrts-Gesellschaft SEA CLOUD II mbH & Co. KG (hereinafter referred to: the Owners).
- b) The Owners are the "carrier", if they by themselves enter into the passage agreement with the single passenger. In all other cases, for example in case of a charter party for the Ship between the Owners and a carrier, the Owners are only "performing carrier".
- c) Agent of the Owners are SEA CLOUD CRUISES GmbH, An der Alster 9, 20099 Hamburg, Germany (hereinafter referred to: SEA CLOUD CRUISES).

## § 2 Carriages and Services in Connection with the Sea-Carriage of the Ship

The Owners are not and do not hold themselves out to be Tour Operators and do not accept any liability or responsibility or care for the arrangement, performance or organisation of any other carriages or services outside the sea-carriage on the Ship such as land programmes, excursions, hotels, pre- or on-carriages of passengers, entertainment, sightseeings etc. The Owners' responsibility is strictly limited to the sea-carriage on the Ship from embarkation of the passenger until his/her disembarkation and have no responsibility or liability for any other transport, either air transport, land transport or otherwise or other services whatsoever outside of the sea-carriage.

## § 3 Extent of Services rendered and Medical Treatment

- a) Unless otherwise determined by these conditions the price of the passage includes transportation and accommodation of the passenger and his/her luggage together also with the provision of catering on board. Not included in the price are any official fees concerning the passenger (e.g. taxes, landing, quarantine and stamp charges).
- b) The Owners shall carry a doctor on board if so required by any laws or regulations. The Owners are only responsible for the thorough choice of the doctor and/or nurse and shall not be under any liability to the passengers for treatment given to them by such doctor and/or nurse as may be carried or for such drugs as may be prescribed. Facilities for an extensive medical treatment are not available on board; in case of urgency or risk the passenger may be disembarked at the next port.

## § 4 Luggage

- a) The allowance of cabin luggage per passenger is up to 40 kg. Additional luggage may only be taken on board with the Owners' approval.
- b) The luggage may only contain personal effects. Weapons and any other dangerous objects, drugs and other objects the importation of which is illegal in countries en route, may not be taken on board. Paragraph 5 c) shall apply accordingly.
- c) The passenger shall label luggage legibly with his/her name and particulars of port of embarkation and port of disembarkation and in the absence of which any responsibility for loss, damage, confusion, and incorrect loading or unloading of the luggage shall be excluded.

## § 5 Travel Regulations, Papers

- a) The passenger shall observe perform and comply with all laws, decrees, directives or travel conditions (regulations) of the countries and ports at which the Ship may call as well as all rules and orders of the Master, the Owners or their Agents. The passenger is obliged to procure the necessary travel papers himself/herself in good time prior to the commencement of the journey, and shall show these on request.
- b) Passengers who disobey the instructions, rules or orders referred to in fig. a) or whose papers are incomplete, forfeit the right to demand transportation and have no claim for refund of the fare.
- c) Each passenger is liable to the Owners for all consequences and damages, particularly fines, which the Owners may have to pay or to deposit and which arise out of the fact that the passenger has not complied with the rules and regulations, which are applicable with respect to the voyage into or from or through the countries of the voyage or from the fact that the passenger is not in the possession of the correct papers. Each passenger shall be obliged to reimburse the Owners for such outlays immediately on demand.
- d) The Owners shall render assistance and information through their employees or agents in respect of the regulations referred to a).

## § 6 Ability of the Passenger to Travel

Without thereby entering into any obligations or liability the Owners reserve the right to exclude passengers from the journey or to disembark them at any port, if, in the opinion of the Master or the Owners or the Agent or any other agent of the Owners a passenger:

- a) is unfit to travel because of illness, bodily weakness or for any other reason;
- b) has to rely on attendance, yet is travelling unaccompanied;
- c) is or could be detrimental to the security of convenience of the passengers, the crew or the Ship;
- d) has been booked by reason of provision of false details;
- e) gives any other reasonable cause to justify such step.

In such event, the Owners are not obliged to repay the passage price. The fare for the share of the journey not travelled, may upon written application of the passenger, be repaid if the passenger is not responsible for the premature termination of the transportation contract and the Owners are able to re-sell the place made vacant.

Any outlays and expenses of disembarkation and the extraordinary return voyage in such case are payable by the respective passenger.

## § 7 Assistance Clause

The Owners hereby retain the right to render help to other vessels and to tow or to salvage vessels, to proceed by any route and to enter into or depart from any port on one or more occasions and in any sequence whatsoever. The Ship is also entitled to sail with or without pilots, to effect repairs or to dock, to make trial journeys, to set the compass, to sail in convoy, as well as to transport freight of all kinds. Any and all such actions, whether anticipated or not, are deemed to be a component part of the contractual voyage.

**§ 8 Delay of the Voyage, Alteration of the Voyage, Interruption of the Voyage, Cancellation of the Voyage**

- a) The Owners are entitled to terminate and cancel this agreement before commencement of the voyage or to terminate the carriage after commencement of the voyage or to change the scheduled route of the voyage or to change the ports of call of the voyage or to cancel, alter or postpone any of the agreed services or obligations if and so far as maybe necessary for good cause ("wichtiger Grund" – a reason beyond the control of the Owners which make Owner's performance unreasonable and which is accepted in German law). In such event the Owners shall use their best endeavours to keep the voyage as far as possible to its original schedules.
- b) In this context an important reason may be construed in particular as circumstances which make it particularly dangerous, risky or difficult to perform the voyage as scheduled. If the voyage is terminated due to such a reason, the passenger shall be repaid the passage price entirely or pro rata. The passenger, however, shall have no further claims of whatever nature against the Owners. If the contract is terminated before commencement of the voyage due to such an important reason, the entire passage price shall be repaid to the passenger. In such an event the passenger shall have no further claims against the Owners whatsoever.

**§ 9 Refusal of Landing Permission/Costs of Further Transportation**

If the landing or entry of the passenger and/or the importation of his/her luggage is refused at any port of landing or destination, the Owners retain the right to transport the passenger and/or luggage to another port at which the Ship will call and to land him/her there. For this service the passenger shall pay to the Owners the fare according to the current tariff for such additional transportation and reimburse all other expenditure arising therefrom. The general conditions of this agreement shall also apply to any such additional transportation.

**§ 10 Animals**

It is not allowed to bring animals on board the Ship.

**§ 11 Liability of the Owners for Death or Injury of a Passenger and for Loss of/or Damage to the Luggage**

The Owners are liable for damages, which arise during the performance of the voyage on the Ship through death of/or injury to a passenger or loss of/or damage to the luggage of a passenger either as carrier ("Beförderer"), if the Owners themselves concluded the passage contract with the passenger or – in all other cases – as performing carrier ("ausführender Beförderer") according to § 77 Binnenschiffahrtsgesetz (BinSchG) and in connection with §§ 536 – 552 HGB (Commercial Code of the Federal Republic of Germany). In case Owners are liable for loss, damage or late delivery of articles of value the Owner is not liable for damages below the amount of EUR 150. This exemption shall not apply in case the articles of value have been handed over to the Owner for safe custody.

**§ 12 General Liability of Owners**

- a) In the event that the Owners act only as an agent for and on behalf of Charterers (such as but not limited to air transport, hotels, train transport etc.) the Owners are not liable. Notwithstanding their liability under the provision of paragraph 11 herebefore the Owners shall not be liable to the passengers for ordinary negligence of the Ship's crew, their employees other than managing employees, agents, servants or employees of yards and repair shops or other third parties. They shall not be liable for the consequences of circumstances which constitute force majeure. In particular this shall apply to the consequences of a delayed delivery of the Ship, of delays during the performance of the voyage and for any other damages or disadvantages which the passengers may suffer before, during or after the voyage or in connection therewith from any reason whatsoever. This limitation of liability shall also apply in the event that the Ship shall deviate from the scheduled route of the voyage or is subject to any other disturbance of the voyage or in the event that the performance of the voyage shall become impossible.
- b) In case the Owner is deemed to be tour operator ("Reiseveranstalter") despite paragraph 2, claims of passengers against the Owner as tour operator in accordance with §§ 651 c ff. BGB (Civil Code of the Federal Republic of Germany) are not subject to the limitation of liability in sub-clause a) of this paragraph but the following shall apply: Owner's liability for damages (i) which do not constitute bodily injuries, (ii) which were caused neither intentionally nor with gross negligence or (iii) were merely caused due to the fault of a service provider is limited to three times the price the passenger paid for the voyage on the Ship.

**§ 13 Applicable Law, Court of Jurisdiction**

- a) The relations between the passenger and the Owners as either carrier or performing carrier (see § 1 lit. b) above) and all rights and obligations arising therefrom, shall be subject to and construed in accordance with the laws of the Federal Republic of Germany.
- b) The Courts of the Free and Hanseatic City of Hamburg shall have exclusive jurisdiction for all disputes in addition to the other places of jurisdiction, which applies according to § 30 para 2 ZPO (Code of Civil Procedure of the Federal Republic of Germany).

**§ 14 Final Terms**

If any of the foregoing terms and conditions shall become invalid or inapplicable or are not acknowledged by a court, the validity and applicability of the other terms and conditions shall continue.