

## General Terms and Conditions

These Terms and Conditions are effective for bookings made as of 4 September 2023.

### 1. YOUR CONTRACT

These Booking Terms and Conditions together with our privacy policy, the information contained in your brochure and any other written information that we brought to your attention before we confirmed your booking, form the basis of your contract with Hurtigruten UK Ltd whose registered office is at 7th Floor, 5 Merchant Square, London, W2 1AY (Company No: 02865967), a company wholly owned by Hurtigruten Global Sales AS.

When you book an air package holiday or sailing with us the contract between us will exist as soon as you or your travel agent asks us to confirm your booking. We then become responsible to provide you with the voyage arrangements or air package holiday you have booked and you become responsible to pay for them, in each case subject to these terms and conditions. You will also become responsible to pay for any additional arrangements made by us on your behalf including International Flights not included in any air package, optional excursions, travel insurance or other arrangements requested by you and booked.

When you make a booking you guarantee you have the authority to accept and do accept on behalf of your party the terms of these booking conditions and accept responsibility for making all payments to us for all members of the party. Furthermore, you consent to our use of your personal data in accordance with our Privacy Policy and you are authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements). We are unable to accept provisional or conditional bookings. We will send all documents and other information to you and you will be responsible for ensuring that all other members of the party are kept fully informed.

For security reasons all adult passengers are required to provide contact information, including phone number and e-mail. We will not issue travel documents before we have received this information.

A confirmation invoice which you should check as soon as you receive it will be sent on receipt of your deposit. If you wish to change or cancel any arrangements later you may have to pay an amendment or cancellation charge and additional costs (see below) which may be as much as the whole of the original price of your arrangements. Only one invoice and one set of documents will be issued. No verbal amendments may be made by either party to these written booking conditions; any change must be in writing signed by the Chief Executive of Hurtigruten Global Sales AS.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or confirmation or any other document are wrong you must advise us immediately.

If you book your holiday through a travel agent all communication must be through that agent. Please quote your booking reference number in all communications.

You are responsible for complying with any visa or other entry requirements for you or any of your party who are not full European Union Passport Holders.

**We may transfer this contract to someone else. Please Note:** The following section applies for bookings made as of 1 June 2019. We may transfer our rights and obligations under these terms to another organisation. This is most likely to occur if we carry out a re-organisation of the Hurtigruten Group and, as a result, we are required to transfer our rights and obligations from Hurtigruten UK to our Norwegian Parent Company, Hurtigruten Global Sales AS. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## **2. YOUR FINANCIAL PROTECTION**

We provide financial security for flight inclusive Packages and ATOL protected flights. We do this by way of a bond held in favour of the Civil Aviation Authority ([www.caa.co.uk](http://www.caa.co.uk); 45-59 Kingsway, London WC2B 6TE) under ATOL number 3584.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive Arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We provide financial security for holidays not including flights by way of a bond held with ABTA ([www.abta.com](http://www.abta.com); 30 Park Street, London SE1 9EQ).

If you book Arrangements other than an ATOL protected flight or Package from us, your monies will not be financially protected. Please ask us for further details.

## **3. PAYMENT**

Once you have asked us to confirm your booking the total price of the arrangements you have booked is due and is payable as follows:

- i. If you book more than 90 days before your scheduled departure date, a non-refundable deposit of 25% is due. The balance is due 90 days before your scheduled departure date. No second invoice will be sent. Travel documents will be issued 7 to 14 days prior to departure.

- ii. If you book less than 90 days before your scheduled departure date the full price is payable when you book.

Our preferred method of deposit payment is by bank debit card or credit card. Balance payment may be made by cash, bank debit card, credit card or cheque (providing there is time to clear it to meet the payment schedule shown above – you should allow 5 working days for clearance from the time we receive it).

Bookings made within 90 days of departure require full payment at the time of booking and no refund is made if cancelled.

Your booking may be cancelled if we do not receive payment by the due date (we will not normally send reminders) and cancellation charges as set out under 'If You Cancel' (see below) will be payable by you.

#### **4. FITNESS TO TRAVEL ON THE SHIP, PREGNANCY, DISABILITY OR REDUCED MOBILITY, MEDICAL/ MOBILITY EQUIPMENT**

In order to ensure that the Carrier is able to carry passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including the ships flag state every Passenger warrants that he/she is fit to travel by sea and that his/her conduct or condition will not impair the safety of the ship or inconvenience the other passengers. Information on the trip's/holiday's general suitability for persons with reduced mobility is provided in the sales and marketing material for the trip/holiday and specific information is available upon request.

We reserve the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law. If we consider it necessary, we are entitled to administer a health questionnaire prior to boarding.

If it appears to us, the Master or the Company's nominated medical representative that a Passenger is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to land at any port, or likely to render the Carrier liable for Passenger maintenance, support or repatriation, then the Carrier or the Master shall have the right to take any of the following courses:

- i. Refuse to embark the Passenger at any port;
- ii. Disembark the Passenger at any port;
- iii. Transfer the Passenger to another berth or cabin;
- iv. If the Company's nominated medical representative considers it advisable, to place or confine him/her or to transfer the Passenger to a health facility at any port, at the Passenger's expense;
- v. To administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port provided that the ship's nominated medical representative and/ or Master considers that any such steps are necessary.

Where a Passenger is refused embarkation as a result of safety and/or fitness to travel, neither we nor the carrier shall be liable for any loss or expense occasioned to the passenger thereby, nor shall the passenger be entitled to any compensation from the Carrier.

Passengers who need assistance and/or have special requests or need special facilities or equipment with regard to accommodation, seating or services required or need to bring medical equipment must notify us at the time of booking. If there are any particular conditions, disabled or reduced mobility which require personal care or supervision then such personal care or supervision must be organised by the passenger and at the passenger's expense. Those passengers confined to wheelchairs must furnish their own standard size foldable wheelchairs but needn't be accompanied by a travelling companion. Unless we and or the Carrier agree otherwise and in writing Passengers are limited to bringing 2 items of such mobility or medical equipment on board per cabin with a total value not exceeding €2,600. All equipment must be capable of being carried safely and must be declared before the sailing. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

Pregnant women are welcome onboard our cruises, however, we recommend seeking medical advice prior to travel at any stage of the pregnancy. For the sake of the mother and baby, a medical certificate may also be needed at certain stages of the pregnancy.

#### **Up to 4 weeks before the due date**

A medical certificate is not needed.

#### **Between 2-4 weeks before the due date**

A medical certificate is needed to travel with us.

#### **Less than 2 weeks before the due date**

For the sake of the mother-to-be and the baby, pregnant mothers are not permitted to travel with us less than 2 weeks before the due date.

### **5. 5. A - PRICES**

All Voyage prices shown on this website are in EUR and are per person based on full occupancy of the cabin accommodation unless otherwise stated.

Single/Sole occupancy of cabins with more than one berth is at our discretion as single/sole use of multiple berth cabins will be limited.

**We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. You will be advised of the current price of the voyage or air package holiday you wish to book before your contract is confirmed. The price of your confirmed holidays is subject at all times to variations in:**

- i. the price of transportation resulting from the cost of fuel or other power sources;
- ii. the level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- iii. the exchange rates relevant to your package.

You will be charged for the amount of any increase in accordance with this clause and, where this is necessary, we will notify you of the relevant adjustments by issuing a new invoice. However, if this means that you have to pay an increase

of more than 8% of the total price of your confirmed holiday (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting the price increase and paying the requested amount, accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges and/or additional services or travel arrangements not forming part of your package. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date on your new invoice. As Hurtigruten is a member of ABTA, Hurtigruten will absorb an amount equal to 2% of the holiday cost before passing on any surcharge.

Should the price of your voyage or air package holiday go down due to changes above then any refund due will be paid to you, less an administration fee of EUR 50.

Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual or other protection in place.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

## **5. 5. B - VOYAGE AND AIR PACKAGE HOLIDAY**

### **Prices Do Not Include:**

- Travel Insurance
- Luggage Handling
- International Flights except where included in the Air Package Holiday Price
- Optional Excursions
- Gratuities

Optional Excursions booked before you travel or local excursions or other activities that you may choose to book and pay for whilst on holiday are not part of your voyage or air package holiday arrangements provided by us nor are we agents for the provider of the service.

For any excursion or other activity, you book before departure or with which you are assisted in arranging whilst on holiday, your contract will solely be with the supplier of the excursion or activity and not with Hurtigruten. We are not responsible for the provision of your excursion or activity or for anything that happens during the course of its provision by the supplier.

## **6. IF YOU CHANGE YOUR BOOKING OR WISH TO TRANSFER YOUR BOOKING**

If you wish to change your travel arrangements (for example flights, excursions or hotels) after they have been confirmed we will do our utmost to help but it may not always be possible. Any request for changes to be made must be in writing by the person who made the booking or your travel agent. You will be asked to pay an administration charge of EUR 50 per person and any further cost we incur in making this alteration.

**NB:** most airlines will charge a fee for ticket changes. Costs may increase the closer to the departure date that changes are made. For example, the transfer within 60 days of departure of arrangements involving a scheduled flight will mean the cancellation and re-booking of this flight and a significant additional charge.

If you change the number of people in your party, the price of the arrangements will be recalculated for the new party size e.g. this may mean that accommodation is under-occupied and each member of the party may have to pay an increased price.

Any increase in price caused by changes you have requested is not a cancellation charge even though it may arise because a member of your party has cancelled. Any change by you to your confirmed arrangements after departure is in all cases subject to availability and any relevant costs.

#### **Transfer of Booking:**

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- i. that person is introduced by you and satisfies all the conditions applicable to the Arrangements;
- ii. we are notified not less than 7 days before departure;
- iii. you pay any outstanding balance payment, an administration fee of EUR 50 per person as well as any additional fees, charges or other costs arising from the transfer; and
- iv. the transferee agrees to these booking conditions and all other requirements applicable to the holiday booking.

You and the transferee remain jointly and severally liable for payment of all sums.

If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

#### **7. IF YOU CANCEL BEFORE DEPARTURE**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. We recommend 'Recorded Delivery'. Cancellation takes effect the day we receive your letter or email.

Since we incur costs in relation to your arrangements from the time we confirm your booking you will have to pay the applicable cancellation charges as shown in the table below (which also applies if we cancel because you have failed to make payments on time - see 'Payment' section) together with the cost of any air fare for which we have had to pay at the time of the booking and will be payable immediately on cancellation.

**When the cancellation letter is received by us before departure | Charges as a % of the total holiday cost (excl. insurance premiums):**

- 90 or more days | 25%
- 60-89 days | 40%
- 28-59 days | 70%
- 14-27 days | 90%
- Less than 14 days | 100%

If you have to cancel for a reason covered by your travel insurance you may be able to reclaim the cancellation charges, less applicable excess. Insurance premiums are not refundable.

#### **8. IF YOU CANCEL DUE TO FORCE MAJEURE**

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or which significantly affects transport arrangements to the

destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation. Please see clause 10 for more information on Force Majeure.

## **9. IF WE CHANGE OR CANCEL YOUR BOOKING**

We reserve the right to change any of the details, and correct any errors in this brochure or invoices at any time. If changes are made before you have made your booking we will advise you before we confirm your arrangements. We reserve the right in any circumstances to cancel your travel arrangements (for example if a minimum number of participants for a particular travel arrangements not reached, we may have to cancel it) and to change airline, aircraft types, vessels and itineraries without liability for any subsequent loss. Even after we have confirmed your booking we may have to make alterations but we will not cancel your travel arrangements less than 60 days before your departure except for reasons of Force Majeure or failure by you to pay the final balance in full.

Most alterations will be minor and while we will do our best to notify you or your travel agent of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you.

Occasionally we may have to make a significant change to your confirmed arrangements. If we have to make a Significant Change we will notify you as soon as possible and you may either:

- a) accept the Significant Change and the contract between us will then be varied to incorporate the change; or
- b) take alternative arrangements altogether (subject to availability). If the alternative arrangements selected are a lower price than those originally confirmed the difference will (if already paid) be refunded to you; or
- c) withdraw from the booking completely in which case we will, as soon as possible, refund all money paid to us.

You must inform us of your decision as soon as reasonably possible and not later than 7 days of being informed of the alteration. If you choose (a) or (b) above, you will receive as compensation a credit towards the cost of your arrangements, or any alternative selected, as per the amount shown in Scale A below. If you choose (c) we will pay you compensation shown in Scale B below. In all cases we will have no liability for any other or greater compensation or for expenses or losses incurred.

Period before departure date notification given by us | Credit/Compensation per fare-paying passenger (excluding infants)\*

Scale A | Scale B

0-7 days € 60 | €30

8-14 days € 48 | €24

15-28 days €36 | €18

29-42 days €24 | €12

43-59 days € 12 | € 6

More than 60 days | Nil

\*The compensation shown above applies to full fare paying adults only. Children or others travelling at concessionary rates will receive compensation pro rata based on the concessionary price against the full adult price as shown on the confirmation.

**\*IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- where we make a change that is not a Significant Change;
- where we make a Significant Change or cancel your arrangements more than 60 days before departure;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 10).

Please note: where arrangements with a higher price than the original arrangements are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if the arrangements offered by us and accepted by you are of a higher price than those originally booked by you and in the same location where no additional payment is made by you.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

A flight or ship delay does not constitute a change to holiday arrangements.

## **10. FORCE MAJEURE**

Except where otherwise expressly stated in these Booking Conditions we are unable to accept liability or pay compensation where the performance or prompt performance of our contractual obligation is prevented or affected by reason of circumstances amounting to 'force majeure' i.e. any event which we or the supplier(s) of the service(s) could not, even with due care foresee or avoid. Such events may include, but are not limited to, war, threat of war or civil commotions, riots, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather, fire, flood, drought, government action, airport and port regulations and closures, technical transportation problems, maintenance to vessels, scheduling of transport and similar events outside our control.

## **11. COMPLAINT PROCEDURE**

If there is a problem during your holiday, you must report it on board immediately or to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return.

Failure to take either or both of these steps will prejudice our ability to resolve your problem and / or investigate it fully. In consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

Where the port of embarkation for your sailing is in the EU then any complaints relating to EU Regulation 1177/2010 on Passenger Rights when travelling by Sea and Inland waterways must be made to us in writing no later than 2 months after return from travel or the date on which the service complained of was performed. We will provide a final reply within 2 months. You must supply full details to enable us to deal with your complaint.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 12 for further details.



You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

## **12. ABTA**

We are a Member of ABTA, membership number V7545. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## **13. OUR LIABILITY TO YOU**

- i. We will accept responsibility for those arrangements we agree to provide or arrange for you as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992 and the EU Directive 2015/2302 on Package Travel (and subsequent UK regulations) as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- ii. Where death and or personal injury and or loss of or damage to property occurs during carriage by air or by sea then liability and the extent of damages recoverable will be dealt with by International Conventions as set out in paragraphs (v) and (vi) and not otherwise.
- iii. As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 13 (vi) below.
- iv. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question. (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea).

*Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct*

*any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request. We do not have any liability to you by virtue of the Regulation 261/2004 which applies solely to the operating carrier. Any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.*

- v. Travel by sea is governed by the provisions of the Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 as amended in 1976 ("The Athens Convention) and where applicable from 1 January 2013 EU Regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents ("EU Regulation 392/2009). For the purposes of the Athens Convention and EU Regulation 392/2009 we are the Contracting Carrier.

The Athens Convention and EU Regulation 392/2009 limit the Carriers' liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It is presumed that luggage has been delivered to you undamaged unless written notice is given by us and/or the performing Carrier.

- a. in the case of apparent damage, before or at the time of disembarkation or redelivery; or
- b. in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

Damages for cabin luggage payable by the Carrier are limited up to the Athens Convention limit of 833 SDRs or 2250 SDRs if EU Regulation 392/2009 applies. Limits shall be reduced in proportion to any contributory negligence by the Client and by the maximum deductible specified in Article 8(4) of the Athens Convention or EU Regulation 392/2009.

In so far as we may be liable to a Client in respect of claims arising out of carriage by sea, we shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions and nothing in these Booking Conditions shall be deemed as a surrender thereof. To the extent that any provision in these Booking Conditions is made null and void by the Athens Convention or EU Regulation 392/2009 or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further.

Any liability in respect of death and personal injury and loss of and damage to luggage which we may incur to you shall always be subject to the limits of liability contained in the Athens Convention or EU Regulation 392/2009 for death/personal injury of 46,666 Special Drawing Rights (SDR) or 300,000 SDR under Athens Convention or 400,000 SDRs under EU Regulation 392/2009 except in the case of liability for war or terrorism 250,000 SDRs. We are not liable for valuables, monies or other securities including jewellery and watches. If they have been deposited with the reception desk on the ship for safe keeping and a receipt issued then in those limited circumstances the Carriers liability will be as set out in the Athens Convention or EU Regulation 392/2009. The use of safes on board a Vessel is not a deposit with the ship or with the company under the Athens Convention or EU Regulation 392/2009 or otherwise. The limits are 1200 SDRs pursuant to Athens or 3,375 SDRs pursuant to EU Regulation 392/2009.

- vi. Where there is any loss of or damage to property including luggage which is not covered by any international convention and where liability is not limited by reference to any enactment, terms of conditions, then any legal liability that we may have for any such losses or damage will not exceed £500 per guest.

- vii. You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 11 above. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.
- viii. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- ix. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

#### **14. YOUR RESPONSIBILITIES AND INDEMNITY**

When you book arrangements with us you accept responsibility for the proper conduct of yourself and your party. If your actions or omissions cause damage to any property in the provision of the contracted arrangements, or cause delay or diversion to any flight or other means of transportation, you agree to fully indemnify us against any claim (including professional fees and legal costs) made against us by or on behalf of the owner of such property or the operator of the flight or other means of transportation. The Captain of an aircraft or Master of a ship has authority over the aircraft/ship and passengers at all times when they are boarding or on board. There will be no liability on our part, or that of any supplier, for any refund, compensation, or costs thus incurred. Additionally, we will have the right to recover full costs resulting from the incident from the passenger.

At any port or place we may refuse to embark or may disembark any passenger who, in the opinion of the ship's authorised personnel, might be excluded from landing at further destinations by local authorities or who may be suffering from any contagious or infectious disease, or whose presence may be detrimental to the wellbeing of passengers or crew. In cases of quarantine of the ship, or individual passengers (passengers may be required to remain in their cabin or as instructed by authorised personnel on board if they or any other occupant of the accommodation presents any symptoms or may be considered to put other passengers at risk) we will not be liable for expenses thus caused and in such cases as above there will be no entitlement to any refund or compensation and we will have no liability for costs incurred as a result.

Your specific passport and visa and health requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept responsibility if you cannot travel because you have not complied with the latest requirements. If you have made independent travel arrangements you accept responsibility for joining the ship in good time, regardless of any change to the sailing time or date, or to the itinerary. We are not able to refund monies paid to us, or any third party acting on our or your behalf, or make compensation or other payments where, for whatever reason, you fail to join the ship. Passengers going ashore are responsible for re-boarding the ship prior to departure from port.

We reserve the right to substitute another vessel for the scheduled vessel whether or not owned or operated by Hurtigruten. Any part of the travel arrangements and the voyage is subject to cancellation, delay, modification, or island/mainland visit cancellation for any reason, including medical disembarkation of crew or passengers or any other

circumstances beyond our or our suppliers' control. You therefore acknowledge and agree that the scheduled itinerary for the voyage and the announced departure and arrival times are not guaranteed and we shall not be liable to passengers for any damages or other claims in the event of any delay, changes in itinerary or inability to perform services by reason of any event or events beyond our or our suppliers' control.

#### **15. INSURANCE**

It is a condition of the contract with us that every member of the booking has travel insurance in force for the entire duration of the booking, covering at least the cancellation of the booking and providing medical cover for illness or injury and repatriation while overseas. Please provide us with the name of your insurer, together with their 24-hour emergency number when you book or as soon as possible.

#### **16. TIMINGS, DELAYS AND OTHER TRAVEL INFORMATION**

Timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, and the ability of passengers to check in and board on time. Sometimes delays cannot be avoided but in such situations, in conjunction with our local agents or representatives, we will try to ensure your comfort during the course of any delay.

Where the port of embarkation is in the EU and the company reasonably expects the departure of a cruise to be delayed for more than 90 minutes beyond its scheduled departure time, passengers departing from port terminal shall be offered free of charge snacks, meals or refreshments as are appropriate given the waiting time, provided they are available and can reasonably be supplied. If the delay in departure necessitates a stay of one or more nights or a stay additional to that intended by the passenger where and when physically possible the Company shall, subject to the Package Travel Regulations 1992 and the EU Directive 2015/2302 on Package Travel (and subsequent UK regulations, offer passengers departing from port terminals free of charge adequate accommodation on board or ashore, and transport to and from the port terminal and place of accommodation in addition to the snacks, meals and refreshments previously referred to. The maximum amount that the company will pay for accommodation ashore and transport to and from the port terminal shall be equivalent to 80 Euros per person per night for a maximum of three nights. The company will not have an obligation to provide such accommodation ashore where the delay is caused by weather conditions endangering the safe operation of the ship.

Please note the existence of a "Community list" (available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)) detailing air carriers that are subject to an operating ban with the EU Community.

#### **17. PROMPT ASSISTANCE**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to you or a third party unconnected with the provision of the arrangements, or as a result of failures due to unusual and extraordinary circumstances, and you suffer an injury or other material loss, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative travel arrangements.

Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/ or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these

conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

#### **18. VALIDITY OF TERMS AND CONDITIONS**

These terms and conditions are valid from 23 September 2022 and the details and prices may be superseded. Changes may occur after the date of release, and some hotel/ship facilities may become unavailable. While this website features photography and descriptions of local wildlife, there is no guarantee of sightings.

#### **19. LAW AND JURISDICTION**

Your contract shall be governed by English law and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

#### **20. DATA PROTECTION**

In order to process your booking and ensure your travel arrangements run smoothly and meet your requirements we, Hurtigruten UK Ltd, need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, ships, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Please note that where information is also held by your travel agent, this is subject to your agent's own data protection policy. Hurtigruten is not responsible for the privacy practices of any other companies.

Please see [our privacy policy](#) for further information.

## COVID-19 TERMS AND CONDITIONS FOR SAILINGS WITH HURTIGRUTEN EXPEDITIONS

The terms and conditions below apply to sailings with Hurtigruten Expeditions.

## 1. AGREEMENT TO COMPLY WITH THE COVID-19 POLICIES AND PROCEDURES

The COVID-19 policies and procedures take into account advice from our medical advisors, guidance and directives from health authorities and applicable law. The virus and the pandemic continue to change, and the directives may change from time to time. The COVID-19 policies and procedures may therefore also be amended by Hurtigruten to reflect such changes.

You understand and agree to comply with the policies and procedure described herein at all times during your trip. We may update these policies and procedures from time to time and we will update the **Hurtigruten Safer Together web page** available at <https://www.hurtigruten.com/en-gb/expeditions/practical-information/health-and-safety/#joining-your-hurtigruten-expedition> with information about the infection control measures in place, and you agree to comply with the modified policies and procedures described on the [Safer Together web page](#). Hurtigruten will use commercially reasonable efforts to give passengers as much notice as reasonably possible of any changes (whether they come into force prior to departure or whilst on board). In the sections below, you can see examples of what policies and procedures may apply.

The control of the ships remains with the Master, who may vary the policy and procedures from time to time, or require additional measures due to the health and safety on board in accordance with the Norwegian Ship Safety Act. Further, local health authorities may impose measures on the ships, such as a ship quarantine or set requirements for passengers to disembark. All passengers onboard must adhere to such instructions.

## 2. COVID-19 POLICIES AND PROCEDURES

You understand that the COVID-19 policies and procedures may include or will include (but are not limited to):

- 1) **Requiring a health questionnaire** prior to embarking (which you agree to complete in an accurate, truthful, and complete fashion), including a sworn statement that the information provided is correct.
- 2) **Temperature scanning** (for example when embarking and entering dining areas) and testing (for example with antigen tests or PCR tests), before travelling, during embarkation and/or periodically during the voyage. You may be required to cover the costs for the tests. The cost for embarkation testing may be from EUR 30 to EUR 150 depending on the type of test.
- 3) **Requiring vaccination** of passengers with **documentary proof** acceptable to Hurtigruten according to the policies and procedures applicable at the time of the sailing. Hurtigruten may check the proof prior to embarkation. The vaccine requirement may include staying up to date with COVID-19 vaccination (including primary vaccination series and booster), with a WHO approved vaccine. Please refer to the [Hurtigruten Safer Together web page](#) for the most recent information, as the requirements are subject to change both due to changes in the general virus situation or applicable law. On the web page you can also find up to date information about vaccination requirements for children and the use of certificate of recovery.
- 4) Requiring the use of **facemasks** meeting such guidelines as Hurtigruten may from time to time direct (medical grade, FFP2 and N95). The use of facemask may be required both on board the cruise, during

flights, at the airports and terminals and on excursions. Face masks will not normally be required when a passenger is in his or her own cabin and balcony, while eating or drinking, and outdoors.

- 5) Confinement (**isolation**) of passengers to cabins (to either passengers' own cabins or cabins specially used for isolation), **quarantine** or **emergency disembarkation** of passengers if, in Hurtigruten's sole discretion, such steps are necessary to prevent or slow the spread of COVID-19.

You may be denied to embark if you show symptoms of COVID-19 such as (but not limited to) cough, shortness of breath, difficulty breathing, fever or chills, loss of taste or smell, vomiting or diarrhea.

Hurtigruten may also mandate social distancing, hand sanitizing, modified capacity regulations for activities (both onboard activities and excursions). If an outbreak occurs, services and facilities (for example saunas, pools, hot tubs and gym) may be closed if this is necessary or useful to limit spread of COVID-19, and there may be limitations on whether it is an option to visit shore.

Regulations and travel restrictions are constantly changing. You are responsible for ensuring that you comply with entry regulations in each country visited during the sailing (such as, but not limited to, vaccination and test requirements, quarantine obligations and entry registration forms), regardless of whether you plan to disembark.

### **3. MANDATORY COMPLIANCE AND EXCLUSION POLICY**

Any failure by you or any of your travel party to comply with Hurtigruten's COVID-19 policies and procedures gives the operator, the carrier and Hurtigruten the right to deny you to embark, refuse you to re-board after going ashore, disembark you, or report you to governmental and health authorities.

In case of any failure to comply with these terms and conditions, you are not entitled to a refund or compensation of any kind. You are solely responsible for all related costs and fines.

Neither Hurtigruten, the operator, the carrier (or any of their directors, officers, or representatives), the crew nor the Master are liable for any damages or expenses whatsoever incurred by a you as a result of such denial of boarding, refusal to re-board, disembarkation, or other steps taken following your failure to comply with these terms and conditions.

### **4. IF YOU TEST POSITIVE BEFORE THE CRUISE**

If you test positive for COVID-19 during the last 14 days before your embarkation or at embarkation, have had close contact with a person confirmed or suspected as having COVID-19 or Hurtigruten/carrier otherwise determine that you are unfit to embark because of COVID-19, Hurtigruten may refuse your embarkation. In such cases (unless Hurtigruten determines that you have failed to comply with Hurtigruten's COVID-19 policies and procedures or these terms and conditions) a guest who has been denied boarding because of a known or suspected infection with COVID-19 will be entitled to a future cruise credit ("**FCC**") equal to the amount paid for the cruise. If the guests have booked other services (for example flights hotels and transport) the cancellation costs for these services will be deducted from the FCC.

This offer is only valid for bookings made between 1 July 2022 and 30 June 2023 for cruises scheduled to depart on or before 31 December 2023. The FCC must be used to book within 12 months after you were denied to embark and the new sailing you book must be scheduled to sail within 18 months (from the date you were denied to embark). If not used within the deadline the FCC and this offer will automatically expire and have no value.

Any promotions or offers available or applicable with the original booking shall not apply to the subsequent booking made with the FCC. The FCC is non- transferrable. The FCC has no cash value and cannot be used to obtain a refund. Only individual named guests travelling with Hurtigruten are eligible to receive an FCC. Agents and charterers are not

eligible, and this section does not apply to guests who have booked chartered sailings. This offer will cease when Hurtigruten no longer requires or recommends passengers to test before travelling.

In these circumstances, when available, an FCC will be your only compensation, and neither Hurtigruten, the operator nor the carrier will be liable to pay any other compensation, for example (but not limited to), to cover costs for other accommodation or travel to or from the point of boarding or disembarkation.

Hurtigruten may require guests to document their positive test result before issuing the FCC with documentary proof acceptable to Hurtigruten (for example with a test certificate from a doctor or certified test provider).

You may also choose to cancel your booking according to the general terms and conditions listed above with the applicable cancellation fee.

## **5. RECOMMENDATION TO CONSULT A DOCTOR**

We encourage you to discuss the advisability to travel with your medical care provider, and to seek updated information from World Health Organization (WHO) or health authorities in your home country. Some groups have a higher risk for severe illness or life-threatening complications from COVID-19. According to the WHO, COVID-19 is often more severe in people who are older than 60 years or who have health conditions like lung or heart disease, diabetes or conditions that affect their immune system. Other illnesses and chronic medical conditions may also impact the severity.

You acknowledge, understand, and accept that during your journey (including but not limited to onboard the ship, flight, while travelling to or from the ship, in hotels, terminal, and airports or during excursions) you or other passengers may be exposed to communicable illnesses, including but not limited to influenza, norovirus, COVID-19 and colds. Further, you understand and accept that the risk of exposure to such illnesses is inherent in many activities where people meet, interact and share common facilities, even with COVID-19 policies and procedures in place. This risk is beyond Hurtigruten's, the operator's and the carrier's control and cannot be eliminated.

Date: 23 September 2022