

Terms & Conditions of the travel contract



PULLMANTUR CRUISES S.L.

VAT Registration ES-B-84581701, WITH FISCAL ADDRESS AT MAHONIA, 2, 28043 MADRID, CICMA LICENSE 1878. These General Conditions are incorporated into the informative document denominated program/brochure.

The program/offer is the description of the travel package that, together with the program/brochure, constitutes the subject of this contract. The information concerning the program/offer contained in the program/brochure is binding on the organiser or retailer unless one of the following applies:
a) The consumer has been clearly notified in writing of any changes to this information before signing the contract and the possibility of changes is mentioned expressly in the program/offer.
b) Later modifications have been agreed in writing between the contracting parties.

1. ORGANISATION

These travel packages have been arranged by PULLMANTUR CRUISES S.L., a wholesale and retail travel agent, with VAT registration B-84581701, fiscal address at Mahonia, 2, 28043 Madrid and CICMA license 1878.

2. PRICE

2.1. The price of the travel package includes:

- Round-trip transportation, when this service is included in the contracted program/offer, said transport corresponding in type, characteristics and category with the specifications in the contract or in the documentation given to the consumer when signing the contract.
- Accommodation, when this service is included in the contracted program/offer, in the establishment and with the food provisions specified in the contract or in the documentation given to the consumer.
- Technical assistance during the journey, when this service is specifically included in the contracted program/offer.
- All other services and complements specified explicitly in the contracted program/offer or that are expressly included in the contract or in the documentation given to the consumer.
- In the case of cruises, on-board accommodation with the food provisions included in the contracted program/offer, and entrance to on-board shows and participation in on-board activities organised to entertain the passengers.

2.2. Price modifications

The price of the travel package has been calculated on the base of the exchange rates, transport costs, fuel prices and applicable taxes at the time the brochure was published. Changes in these costs may lead to modifications in the final price of the journey, increasing or decreasing this by the exact amount by which said costs have changed.

The consumer shall be notified of these modifications by any means that provides proof of notification.

2.3. Special offers

When a travel package is contracted as a result of a last-minute booking or equivalent special offer at a different price to that expressed in the program/brochure, the services included in the price are solely those that are specified in detail in the offer, even when said offer refers to programs described in this brochure, provided that said reference is included exclusively as general information about the destination.

2.4. Exclusions

2.4.1. The price of the travel package does not include: Visas, airport and port charges and/or country entry and exit taxes, vaccination certificates, "extras" such as coffee, wine, liquors, mineral water, special diets food - even when full board or half board has been contracted, unless expressly agreed otherwise, laundry and ironing, optional hotel services and, in general, any other service that is not expressly included in the section "The price of the travel package includes" or is not expressly included in detail in the program/offer, in the contract or in the documentation given to the consumer.

2.4.2. Excursions and facultative visits

In the case of excursions and facultative visits not booked at source, it should be remembered that these are not part of the contract for the travel package. Publication of these in the brochure is merely for informative purposes. These excursions shall be offered independently to the consumer, with their specific conditions and definitive prices, and until they are booked there is no guarantee of their availability.

2.4.3. Gratuities

The price of the journey does not include gratuities, which which are mandatory and to be received solely by the service personnel. The customer is notified at the start of the journey that he/she should accept the commitment to pay these charges when the journey ends.

3. PAYMENT TERMS, RESERVATIONS AND REFUNDS

When the journey is booked, a down-payment shall be required that in no case shall exceed 40% of the total price of the journey. The customer shall be given a receipt that specifies the amount paid and the travel package booked.

The balance shall be paid at least 30 days before departure, when the customer receives the tickets or journey documents. Non-payment of these amounts on the established dates shall constitute non-compliance justifying cancellation of the contract, and shall lead to application of the penalties described in the next section.

The acceptance of bookings on the part of the organiser is subject to the availability of places, and is deemed to be concluded, with consequent finalisation of the contract, at the time of confirmation and delivery of documents by the organiser.

All refunds to which the customer is entitled, for any reason, shall be refunded using the same method used to pay for the package. No refunds shall be made for services that the customer declined to use voluntarily.

4. CANCELLATION BY THE USER, TRANSFERS TO OTHERS AND CANCELLATION FOR NOT REACHING THE ANTICIPATED MINIMUM NUMBER OF BOOKINGS

Consumers and users may at any time cancel the services requested or booked and shall be entitled to a refund of any payments made, but they shall compensate the organiser as follows:
- Cancellations made more than 30 days prior to the date of departure shall be subject to administrative costs of US\$40 or the equivalent in the local currency, provided that the cancellation takes place more than 7 days after the booking was requested.

- For cancellations made more than 15 days but less than 31 days prior to the departure date, 33% of the total price of the travel package will be charged.
- For cancellations made more than 7 days but less than 16 days prior to the departure date, 67% of the total price of the travel package will be charged.

- For cancellations made within the 7 days prior to the departure date, 100% of the total price of the travel package will be charged. The user of the travel package may transfer the booking to a third party, requesting this in writing 15 days prior to the departure date, unless a shorter time period has been agreed between the parties. The recipient must meet the same requirements as the donor, expressed as general requirements for the travel package, and both shall be jointly responsible to the organiser for payment of the package and any justified additional costs derived from the transfer.

In cases in which the organiser expressly specifies that the viability of the travel package offer is conditional on a minimum number of participants and if the package is cancelled because this number is not achieved, the user shall only be entitled to a refund of the total price of the down-payments made and may not claim any compensation payments, provided that he/she was notified in writing at least ten days prior to the date of departure.

5. ALTERATIONS

The organiser undertakes to provide clients with all services booked, as described in the program/brochure on which the travel package contract is based, according to the stipulated conditions and characteristics and subject to the following provisions:

- If, prior to departure, the organiser is forced to make a significant change to an essential element of the contract, the client must be informed immediately.
b) In such cases, unless the parties have agreed otherwise, the client may choose to rescind the contract with no penalty whatsoever, or may accept an amendment to the contract specifying the variations introduced and their impact on the price. The client shall notify his/her decision to the organiser within three days of being informed of the change referred to in paragraph a).
c) The client shall be notified of the change referred to in paragraph a). Should the client not notify his/her decision in the above terms, it shall be understood that the contract is to be rescinded with no penalties.
d) Should the client choose to rescind the contract under the terms of paragraph b), or should the organiser cancel the journey or package before the agreed departure date for any motive not attributable to the client, the client shall be entitled, from the moment in which the contract is cancelled, to a refund of all amounts paid under the terms of the contract or to a different travel package of the same or higher category, provided that the organiser can offer such a package. Should the alternative package be of a lower category, the organiser shall refund the price difference to the client, when appropriate, depending on the amounts already paid under the contract.
e) In the above cases, the organiser and the retailer shall be liable for paying the client any compensation that may be due for breach of contract. Said compensation shall be 5% of the total price of the travel package booked if the breach of contract occurred between two months and fifteen days immediately prior to the scheduled departure date, 10% if it occurred between fifteen days and three days prior to departure and 25% if the breach of contract occurred during the forty-eight hours prior to departure.

6. No compensation shall be due in the following situations:

- When the cancellation is due to not having achieved the required minimum number of bookings and the client is so informed in writing prior to the limit date established in the contract, which shall be no less than 10 days prior to the scheduled departure date.
- Except in the case of overbooking, when the cancellation of the travel package is attributable to force majeure, this being understood as unusual or unpredictable circumstances beyond the control of the party pleading them, the consequences of which could not have been avoided even if all due care had been exercised.
- In the event that, after departure, the organiser does not provide or finds that it is not possible to provide a significant portion of the services specified in the contract, he shall adopt suitable measures to allow the organised journey to continue with no extra cost for the client, and shall refund to the client any difference between the prices of the scheduled services and the services actually provided, should the price of the latter be less. If the client continues the journey with the arrangements proposed by the organiser, the client shall be deemed to have tacitly accepted these arrangements.
- Should the arrangements adopted by the organiser not be viable or should the client not accept them for valid reasons, the organiser shall provide the client, at no extra cost, with a means of transport equivalent to that used in the travel package in order to return to the point of departure or to any other destination agreed between them, notwithstanding any compensation that may be due.
- In the event of a claim, the organiser and the retailer shall make diligent efforts to find suitable solutions.
- In no case shall the organiser be responsible for anything not included in the travel package contract (e.g., transport costs from the client's place of origin to the place of departure or vice versa, hotel reservations before or after the travel package, etc.) and there shall be no obligation to compensate the client for any costs for independent services should the package be cancelled in the situations described in paragraph e).

6. CLIENT'S OBLIGATION TO COMMUNICATE ANY NON-COMPLIANCE IN THE EXECUTION OF THE CONTRACT

The client is obliged to communicate any non-compliance in the execution of the contract, preferably "in situ", or failing this, as soon as is possible, either in writing or in any other way that provides proof of communication, to the organiser or the retailer and, when appropriate, to the relevant service provider. If the arrangements negotiated by the Agency - organiser or retailer - are not to the client's satisfaction, and independently of the provisions of the next section, the client shall have one month to present a claim against the retail agency or the organiser, presenting this in any case via the retail agency.

7. LIMITATION OF ACTIONS

Notwithstanding the provisions of the preceding section, the time limit for presenting claims shall be one year, counting from I) the date on which the relevant service was scheduled to be available, II) the date on which the service was provided, or III) the date on which the client demonstrates having requested the organiser or retailer to comply with one of the contractual obligations.

8. LIABILITY

8.1. General terms.
The organising travel agency and the retailer shall be liable to the client for the obligations that correspond to each according to the part each plays in managing the travel package, and for correct compliance with the obligations derived from the contract, whether these should be performed by them or by other service providers, notwithstanding the right of the organisers and retailers to take action against said service providers. The organiser declares that he accepts the travel package's organisational and performance functions. The travel package organisers and retailers shall be liable for damages suffered by the client as a result of failure to perform or deficient performance of the contract.

Said liability shall be extinguished in any of the following circumstances:

- When the defects observed in the performance of the contract are attributable to the client.
- When said defects are attributable to a third person unrelated to the provision of the services specified in the contract and are of an unpredictable or unavoidable nature.
- When said defects are attributable to force majeure, this being understood as unusual or unpredictable circumstances beyond the control of the party pleading them, the consequences of which could not have been avoided even if all due care had been exercised.

4. When the defects are due to an event that the retailer or the organiser, as the case may be, could not predict or avoid, despite having exercised all due care.

Nevertheless, in cases in which liability is extinguished due to any of the circumstances described in points 2, 3 or 4, the organiser and the retailer who participate in the travel package shall be obliged to provide all necessary assistance to clients in difficulty.

8.2. Limitation of compensation for damages

Compensation for damages arising from non-compliance with or faulty performance of the services included in the travel package shall be subject to the limitations provided for in the applicable legislation. The client must always provide proof of damages other than personal injuries.

9. LIMITATIONS OF THE TRAVEL PACKAGE SERVICES

9.1. Cruises

9.1.1 General Terms.
Information concerning itineraries, arrival and departure times, the name of the ship, etc., is subject to change. The client shall be informed of any such changes, and the information may not be considered to be misleading publicity. According to international maritime law, when circumstances or causes of force majeure make it necessary or advisable, shipping companies may change the order of their ports of call, cancel their stopover in one of these, alter the duration of their stay in a port, change the ship for another of similar category, etc. When such changes occur before the departure date, passengers shall be informed and shall be entitled to a full refund of all amounts paid, less administration costs, with no right to any compensation. Excursions and trips ashore are optional and their costs are not included in the price of the cruise. They are organised by local companies, independent of the organiser and the shipping company, and in consequence, these admit no responsibility of any kind for non-performance, modifications or deficiencies that may arise, nor for fortuitous and unpredictable material or personal damages that may be caused by accidents or incidents during such excursions or trips. Given the different means of transport used, we recommend that, before booking an excursion, passengers should consult the local companies as to the insurance cover provided in each case, since these companies alone are responsible for the organisation and performance of these services.

Ships have a limited number of cabins equipped for disabled persons, and not all areas and installations in the ships are accessible by disabled persons, nor are they specifically equipped for these persons. Therefore, bookings for disabled persons are accepted according to the availability of such cabins, and when necessary, they are conditional on the presence of a companion to assist the disabled person. The organiser accepts no obligation to provide alternative programs on board or ashore for disabled persons, and accepts no responsibility regarding the difficulty or impossibility that disabled persons may encounter in the use of the services and activities included in the travel package.

9.1.3 Passengers' obligations

The passenger is obliged to inform the organiser, when requesting the booking, of any diseases or physical or mental disabilities that might require special assistance or care. No bookings shall be accepted for clients whose physical or mental condition makes their participation in the cruise impossible or dangerous for them or for others, or that require types of care or assistance that cannot be guaranteed on board the ship. Given that the ship is not equipped to offer assistance in pregnancy or births, bookings shall not be accepted for passengers who will be in the 24th week of pregnancy or later on the date of completion of the voyage. When boarding, pregnant passengers shall provide a medical certificate confirming their good state of health and that of the baby, and indicating the anticipated date of birth and that there is no medical reason for the passenger not to participate in the cruise. The organiser and the ship decline any responsibility that could be derived from complications in the pregnancy or other events related to it that occur during or after the voyage; consequently, pregnant passengers, having complied with the foregoing requirements, participate in the cruise entirely at their own risk.

Passengers shall behave in such a way as to not endanger the other passengers' safety, calm and enjoyment of the cruise, shall adopt the standards of prudence and care that may reasonably be demanded, and shall comply with the administrative and legal provisions applicable to the cruise.

Passengers are forbidden to take on board merchandise, alcoholic drinks, live animals, arms, munitions, explosives, and inflammable, toxic or dangerous substances, without the written consent of the organiser.

Passengers shall be liable for damages and prejudicial consequences that the organiser may suffer as a result of non-compliance with the obligations described in these conditions, and in particular, shall be liable for damages and prejudicial consequences suffered by other passengers or third parties, and for all fines and expenses originated by the passenger that the organiser may have to pay to port authorities, customs authorities, health authorities or other authorities in any country where the ship docks.

9.1.4 The Captain's authority

According to legal provisions and International Treaties, the Captain has full rights to assist and tug other ships, depart from the scheduled course, stop in any port, transfer passengers and luggage to another ship, refuse to allow anyone to board the ship when, in his opinion, the person's health is inadequate for the cruise, disembark during the cruise, any passenger when, in his opinion, the passenger's health is insufficient to continue the cruise or the passenger represents a danger for the safety of the ship or the other passengers, and anyone who carries out commercial or other activities that violate the company's policies regarding passengers' behaviour while on board. All passengers shall submit to the Captain's authority, especially as regards the safety of the ship or safe navigation.

9.1.5. The ship's doctor

The use of the ship's medical services is voluntary, and its costs are the responsibility of the passenger. Decisions taken by the ship's doctor regarding the suitability of a passenger boarding the ship or continuing the cruise are binding, and cannot be appealed.

9.2. Special prices for children

Given the diversity of the terms offered for children, depending on their age, the service provider and the date of the voyage, clients are recommended to always consult the scope of the special conditions that may exist, for which specific, detailed information shall always be included in the contract or the documentation given to the client when signing the contract. In general, accommodation for children requires that the child share a room with two adults.

Visits by underage persons to foreign countries shall be governed by the information specifically provided in each case or included in the contract or the documentation given to the client upon signing the contract.

9.3. Hotels

9.3.1 General terms.
The quality and scope of the services provided by the hotel shall be determined by its official tourist category, as assigned by the competent organisation in its country. The categories of hotels in countries in which no official regulatory organisation exists have been assigned according to the criteria of the corresponding hotel chains or by Pullmantur, on the basis of their services and installations.

Given the existing applicable legislation, which establishes only that single and double rooms shall exist, allowing a third bed to be provided in some double rooms, the use of the third bed shall always be considered to take

place with the knowledge and consent of the persons using the room. Triple rooms in the hotels advertised in this brochure may be furnished with two double beds or with two single beds and a bed-settee. This tacit consideration is derived from the fact that the client was previously informed, and that the room is shown as a triple room in all booking forms given to the client when making the down payment, in the contract and the tickets and/or in the travel documentation that was given to the client upon signing the contract. The same applies to double rooms with two beds for use by up to four persons, when so specified in the program/brochure.

The usual hotel arrival and departure times depends on the first and the last service to be provided to the client. As a general rule, unless otherwise agreed in the contract, rooms may be used from 2 pm on the day of arrival until 12 noon on the day of departure.

When the service that is booked does not include the permanent company of a guide and when the client expects to arrive at the hotel or apartment at a different time or date to those scheduled, it is advisable, to avoid problems and misunderstandings, to inform the Organising Agency, or when appropriate to directly inform the hotel or the apartments, as early as possible.

It is also advisable, when making the booking, to consult the agency regarding the possibility of taking animals, since generally, these are not allowed in hotels or apartments. If it is intended to take an animal and it has been confirmed that animals are allowed, this circumstance shall be specified in the contract.

The accommodation service implies that the room shall be available on the corresponding night, and this service shall be deemed to have been provided, even when, due to the particular circumstances of the travel package, arrival is later than was initially scheduled.

9.3.2. Other services

For flights that arrive at their destinations after 12 noon, the first hotel service, when it is included in the program/brochure offer, shall be the evening meal.

Similarly, for flights that arrive at their destinations after 7 pm, the first hotel service shall be the accommodation.

It shall always be understood that a direct flight is one that corresponds to a single flight coupon, regardless of any intermediate landings.

9.3.3. Supplementary services

When clients request supplementary services (e.g., rooms with a sea view) that cannot be definitely confirmed by the organising agency, clients may choose to withdraw the request or to leave the request standing in the hope that the services requested may eventually be provided.

For flights that arrive at their destinations after 12 noon, the first hotel service, when it is included in the program/brochure offer, shall be the evening meal.

Similarly, for flights that arrive at their destinations after 7 pm, the first hotel service shall be the accommodation.

It shall always be understood that a direct flight is one that corresponds to a single flight coupon, regardless of any intermediate landings.

9.3.4. Accommodation during tours

The organising agency advises its clients that, in the tours specified in the brochure, accommodation shall be provided in one of the establishments mentioned in the brochure or in another of similar category in the same area. By the same token, the itinerary of the tour may vary within the different options described in the program/offer. In the foregoing cases, if the client accepts this formula prior to signing the contract, this variability shall not constitute a modification to the contract.

10. PASSPORTS, VISAS AND DOCUMENTS

All clients, without exception (including children) shall carry the corresponding valid personal and family documents (passport or ID card) as required by the laws of the country they are to visit. It is the client's responsibility to obtain any visas, passports, vaccination certificates, etc., required for the journey. Should a visa be refused by any authority for particular causes related to the client, or should the client be refused entry to a country due to not complying with the country's entry requirements, to defects in the documents or to not having the documents available, the organiser declines all responsibility. In such cases, the client is responsible for any expenses that arise, and the terms and conditions established for voluntary non-use of services shall apply. All clients, especially those of non-Spanish nationality, are reminded that they should make sure, before starting the journey that they comply with all applicable regulations and requirements regarding visas, so that they may enter all countries that they wish to visit without problems. Persons younger than 18 years old should carry written permission signed by their parents or guardians, in case this is requested by any authority.

11. INFORMATION THAT THE AGENCY MUST PROVIDE TO THE CLIENT

The client is advised that when the booking is confirmed, the retail agency should counsel the client regarding insurance policies to cover the costs of cancellation and/or policies to cover repatriation costs in cases of illness, accident or death, and shall inform the client as to probable risks involved in the destination or the journey being booked.

The destinations advertised in this brochure may be affected by hurricanes at certain times of the year. However, in this regard, the client is advised to contact the corresponding authority.

12. OTHER SUPPLEMENTARY INFORMATION

12.1. Luggage

In every respect, and insofar as land transport is concerned, it shall be understood that the client's luggage and personal belongings remain with the client, no matter where in the vehicle they are carried, and that they are carried at the client's own risk. We recommend that clients be present at all times that luggage is loaded or unloaded. When luggage is carried by air, rail, sea or river, the conditions of the carrier companies shall apply, and the travel ticket shall constitute a binding document between these companies and the passenger. Should any luggage be damaged or lost, the client shall immediately present the corresponding claim to the carrier. The organising agency undertakes to provide appropriate assistance to clients affected by any of the above circumstances.

The client is covered, as part of the travel package and at no extra cost, by an insurance policy arranged by the agency with an insurance company that obliges the latter to compensate the client once only and up to the limit corresponding to the client's travel destination that is indicated in the policy, for robbery of the client's luggage with violence or intimidation towards persons or the use of force on property, and for loss or theft of the luggage, accredited by a report to the competent authorities, or for damage sustained by the luggage as a result of an accident of any kind or a fire affecting the means of transport. In the case of robbery, loss or theft of the luggage or damage to it in the circumstances described above, the client must inform the insurance company's head office directly within 15 days, enclosing documentary proof of the report to the competent authority or of the accident, as the case may be, and an estimate of the value of the objects stolen or damaged. The time limit specified above shall be counted from the date on which the client's journey ends. The insurance cover expressly excludes jewellery and works of art, money and documents representing money, video, sound, computer and radio equipment, documents of any kind, movie films and, in general, all objects that are not part of the client's luggage.

15. VALIDITY

Period of validity of this brochure is from 1st the April of 2011 to the 28th of February 2012.
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