

Royal Caribbean Terms and conditions

The following Terms and Conditions form the basis of your contract with Royal Caribbean International Cruises Ltd. In these Terms and Conditions, 'you' and 'your' means all persons named on a booking. Please Note: If you book a Royal Caribbean International cruise-only holiday in conjunction with other services (such as flights, on-shore accommodation and/or ground transfers) which are arranged or provided by a travel agent or tour operator ('travel organiser') with whom you book (and not us), your contract for your entire holiday including the cruise and all other such services and arrangements will be with your travel organiser and not with us. The travel organiser's own booking conditions will apply to your contract. Please ensure you obtain a copy of these from your travel organiser before or at the time of booking. Please note, we do not have any liability to you in these circumstances. However, in the event we are found liable to you on any basis, our liability and/or obligations to you or your organiser will be no greater or different to the liability and obligations we have under these booking conditions to consumers who have a contract with us. In any such situation we will be fully entitled to rely on all defences, exclusions and limitations contained in the booking conditions set out below.

1.1 Paying for your cruise

We will require a deposit to secure your booking within 7 days of making your booking (or full payment if booking within 70 days of departure). On some sailings the deposit may be required on the day of booking or within 1-7 days of making the booking. After this time if your deposit has not been paid then your booking will automatically cancel. Deposit amounts vary by cruise duration as follows:

Cruise duration Deposit per person

1–6 nights A\$200

7–14 nights A\$400

15+ nights & Cruisetours A\$800

We must receive the balance of the cruise cost (after deducting the deposit you have paid) not less than 70 days before departure (90 days for Holiday sailings – Christmas, New Year & Easter departures) unless you book 70 days or less before departure (90 days for Holiday sailings), in which case you must pay the total cruise cost at the time of booking. If we have not received all monies due to us in full and on time, we are entitled to assume that you wish to cancel your cruise and you will have to pay cancellation charges as set out below (see 1.5). If you use your credit or debit card to pay us directly for your cruise, please be aware that we

may process that transaction via a bank in the USA and your card issuer may choose to charge you a foreign processing fee. We advise you to check the terms and conditions of such foreign transactions with your card issuer in advance of making a payment to us. All money you pay to a travel agent (whom we have authorised to sell our cruises) for your cruise with us will be held by the travel agent on our behalf until the money is paid to us. If you are unable to complete the online check-in process, this may be due to an outstanding balance on your booking. If you have booked via a travel agent, please speak to your travel agent so that the funds can be transferred to us to complete your check-in.

1.2 Confirming your cruise

Providing your chosen holiday is available we will confirm it over the telephone either directly to you (when booking direct by phone or website) or to your travel agent. We will then send you or your travel agent a Confirmation Invoice. A binding contract between us only comes into existence when we send out our Confirmation Invoice to your travel agent. This invoice will show the balance due on your holiday that still has to be paid. As soon as you receive your confirmation invoice, tickets and any other documents from your travel agent or us, please check all the details carefully. If any details appear to be incorrect, you must tell your travel agent immediately as it may not be possible to make changes later. We regret we cannot accept any responsibility if you do not tell your travel agent about any mistake in any document (including our Confirmation Invoice) within 14 days of our sending it to your travel agent for all documents other than tickets and within 5 days for tickets.

1.3 Information required from you

From time to time we may be required to pass on to immigration authorities, airlines and/or possibly other authorised bodies, certain personal details relating to our guests. You must provide the relevant details at the time of booking your cruise or no later than 70 days prior to your departure, whichever is the later. This information includes certain personal information, passport, emergency contact and insurance details. We will inform you at the time of booking, or as soon as we become aware, of the exact details required. We recommend you visit our website at www.royalcaribbean.com.au and click on 'Before You Board', then 'Online Check-in' and submit these details online. You will need to have your booking ID and date of sailing to hand or, if we have already received this information from you at the time of booking, verify that the details we are holding are complete and accurate. If you do not have access to the Internet, please see your travel agent who will advise you on how this information can be provided or verified. Our

procedures may change and we will inform you of any changes at the time of booking or as soon as possible thereafter. If you fail to supply the details requested, both fully and accurately, you may not be permitted to board your cruise ship and/or outward and/or return flight. We will not accept any liability in this situation and we will not pay you any compensation or make any refunds. You will also be responsible for your onward/return travel arrangements. If failure to have this information results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. Please also see Privacy Statement on page 30.

1.4 Price changes

We guarantee that we will not increase the price of your confirmed cruise once we have received full payment of the cruise price. However, we may increase or decrease the prices of unsold cruises at any time. The price of your chosen cruise will be confirmed at the time of booking. After your booking is confirmed but before full payment is received, we will only increase the price if there is an increase in the cost of any transport included in the price and/or in any dues, taxes or fees payable for any services (for example, port taxes or charges of any sort). In addition, we will pay the first part of any such increase(s) in costs up to a total amount equivalent to 2% of the cost of your confirmed cruise (excluding any insurance premiums and amendment charges). Only if any such increase(s) exceeds this 2% will we ask you to pay more. If any additional amount we ask you to pay is greater than 10% of the cost of your cruise (excluding any insurance premiums or amendment charges), you will be able to cancel your booking. You will then be sent a full refund of all monies you have paid to us for your cruise, except for any insurance premiums and amendment charges. We will tell you about any increase in the cost of your cruise by sending your travel agent a surcharge invoice. You will have 14 days from the issue date printed on that invoice to tell your travel agent in writing that you want to cancel if the additional amount you are being asked to pay is more than 10% as set out above. If you do not tell your travel agent in writing that you wish to cancel within 14 days, we shall assume you do not wish to and are prepared to pay the additional amount. Any such additional amount must be paid with the balance of the cost of the cruise or within 14 days of the issue date printed on the surcharge invoice, whichever comes first. We guarantee that these are the only circumstances in which our prices will be increased after confirmation and that in any event we will not ask you to pay more within 30 days of departure. As we are promising only to ask you to pay more in the above circumstances, we cannot make any refunds or reduce the price of your cruise if our costs decrease for any reason. Please note, changes and errors

occasionally occur. You must check the price of your chosen holiday at the time of booking. From time to time we may release special offers on some cruises. If you wish to change your booking to take advantage of these offers then you will have to cancel your existing booking, whereupon our standard cancellation policy will apply. We reserve the right to charge an administration fee to make any such changes.

1.5 Cancellations and refunds

If you or anyone travelling with you, wishes to cancel your/their cruise, you must immediately give notice in writing to us or your travel agent so that he or she can contact us. The cruise will only be deemed cancelled from the date we actually receive your written notice of cancellation from your travel agent. The following cancellation charges will then apply. Insurance premiums and amendment charges cannot be refunded in the event of cancellation.

Cruise Savers will charge 10% Cancellation fee of any monies paid.

Royal Caribbean's Cancellation fees

Days Prior to Cruise Departure Cancellation Charges

151 or more days deposit is refundable

150–91 days loss of deposit

90–61 days 25% of fare*

60–41 days 50% of fare*

40–25 days 75% of fare*

24 days or less 100% of fare *

In instances where the deposit amount paid is higher than the 25/50/75% of cruise fare cancellation charge, then the highest of the two amounts is payable as the cancellation charge, i.e. the full deposit amount is retained. For Holiday Sailings cancellation charges will be the same as above except that cancellation charges will begin 89 days prior to the sailing. Depending on the reason for your cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your travel insurance policy. Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

1.6 Changing your booking

Subject to availability, some changes can be made to your booking. You may request changes via your travel agent up to 45 days before departure. We will make every effort to meet your change request; however, we cannot promise that we will be able to make any requested change. Up to 45 days before departure an administration fee of A\$100 per booking will be payable. If you request a change within 45 days of departure, this will be treated as a cancellation of your original booking and cancellation charges as set out in these terms and conditions will be payable. The changed arrangements will then be treated as a new booking. If you or any of the people travelling with you are prevented from taking the cruise you/they may give your/their place on the booking to someone else (suggested by you). In this situation, providing we are given not less than 14 days notice in writing of your wish to make the change, we will permit the name change on payment of an administration fee of A\$100. You must produce documentary proof of the reason for the transfer with the request (e.g. a letter from a doctor). Both the person who was originally due to take the cruise and the person who actually does so must make sure that the administration fee and any charges/costs – as well as any amount which is still due to be paid for the cruise – are paid in full as required.

1.7 Fuel supplement

We reserve the right to include a fuel surcharge when making a booking. The value of the supplement will be confirmed to you at the time of making a booking with us.

1.8 Travel insurance

All guests must have appropriate personal travel insurance before departure, which includes a minimum cover for the cost of cancellation by yourself, the cost of assistance including repatriation in the event of an accident or illness, and the cost of medical treatment in the onboard medical centre. All services provided by the onboard medical centre (including medication, consultations and treatments) are not covered by private health insurance policies and by Australian Medicare (including cruises sailing to only Australian ports within Australia). We recommend that you contact your travel agent or an independent insurance broker for details of suitable policies.

1.9 Visas & passports

Please check the applicable passport and visa requirements with the embassies of the countries you will be visiting during your cruise, or check the up to date position with your travel agent in good time before departure. For your protection,

it is essential that your passport expiration date not occur within 6 months of the voyage termination date. If you are travelling to the USA under the Visa Waiver Programme, you and all members of your party (including children) must ensure that your passport is machine-readable. A passport is machine-readable when there are two lines of letters, numbers and chevrons (“>>>>>>”) printed across the long edge of the personal information page (the page with photograph and personal details). The machinereadable text will appear on a white strip on older passports and directly on the pink page of newer passports. If there are no such lines of text on the personal information page, the passport is not machinereadable This may vary by country and if you are unsure as to what type of passport you hold, please check with your national passport office. From 26 October 2004, anyone travelling to the USA under the Visa Waiver Programme without a machine-readable passport will need a visa to travel to the USA. If you are travelling to the USA after October 2006 under the Visa Waiver Programme and are carrying a passport issued after this date, you will be required to have a biometric passport. Travellers with valid machine readable passports issued before October 2006 travelling to the USA under the Visa Waiver Programme can travel on their existing passports up to, and beyond, October 2006. If your passport is issued after 26 October 2006 and it is not biometric, you will not qualify for visa-free travel but will be required to obtain a visa. For more details on passports, please ask at the time of booking or contact your National Passport Office. Please note that this information is particularly subject to change and you must check the up-to-date requirements in good time before departure. Please note: Certain persons may not be eligible to enter the United States visa-free under the Visa Waiver Programme. These include, but are not limited to, for example people who have been arrested, even if the arrest did not result in a criminal conviction and those with criminal records. If you are in any doubt whatsoever as to whether you can travel under the Visa Waiver Programme, you are strongly advised to contact the Consular Information unit at the US Embassy before you book your holiday with us. If you are not a citizen of a country participating in the Visa Waiver Programme, you must check the applicable passport and visa requirements with the embassies of the countries that you will be visiting during your holiday. This includes any technical stops such as Prince Rupert. We regret that we cannot accept any liability if you are refused entry onto any flight or into any country or otherwise suffer any difficulties or incur any costs as a result of not having the correct passport and/or any required visa. Passport and visa requirements may change and vary by destination. It is the sole responsibility of the guest to identify and obtain all required travel documents and have them available when necessary. These appropriate valid travel documents such as passports, visas, inoculation certificate and family legal documents are

required for boarding and re-entry into the United States and other countries. Guests who do not possess the proper documentation may be prevented from boarding their flight or ship or from entering a country and may be subject to fines. No refunds will be given to individuals who fail to bring proper documentation. You must ensure that exactly the same name (including initials) appears on your ticket as in your passport. If there is any difference, you may be refused entry onto your flight/cruise. We regret we cannot accept any liability if you are refused entry onto any flight or into any country or otherwise suffer any difficulties or incur any costs as a result of not having an acceptable passport or any required visa(s). Certain Port Authorities may from time to time ask to see photo identification when you depart the ship during the cruise. We strongly suggest that you take a photocopy of your passport in addition to your passport itself with you on holiday and carry the photocopy with you each time you depart the ship in order to minimise any inconvenience this may cause.

1.10 Personal belongings

Please make sure that all valuable and important items (for example, medicines, jewellery, fragile items, important travel and other documents, video/camera/computer equipment, etc.) are carried by hand and not packed in your luggage or left unsecured in your cabin or elsewhere onboard ship. Special care must be taken of such items. For your protection once onboard, all valuable and important items should be deposited with the Guest Relations Desk or, where available, in your cabin mini-safe. You are also strongly advised to take out appropriate and adequate insurance to protect such items. We cannot accept any responsibility or liability for any valuable or important items which are not deposited with the Guest Relations Desk for safekeeping. For items which are so deposited, the most we will have to pay you if any item(s) is lost or damaged (for any reason) whilst in our care is the most we have to pay under The Athens Convention in this situation (currently approximately US\$1,500.00 per guest, per cruise). So that we may assist as much as possible, you must tell us about the problem as soon as possible. If you discover the loss, delay or damage when on board, you must immediately report it to the Guest Relations Desk. The time limits for notifying any loss, delay or damage, are as follows: Any damage or delay, which is apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) before or, at latest, at the time of departure from the ship or, for other services, whilst using or at the end of using those services. Any loss, damage or delay, which is not apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) within 15 days of departure from the ship or the end of your using the service in question. In all cases, you must give credit for payments received from any airline

and/or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any/all insurance companies.

1.11 Banned items

You must not pack in any luggage or bring onboard any item specified as dangerous or illegal (e.g. guns, explosives, drugs, animals, flammable items, etc.). In addition, we may specify other items which you must not bring with you and may also refuse to allow you to take onboard any item which we consider to be inappropriate. If we or the Master of the ship have reason to believe that any cabin may contain any item or substance which should not have been brought onboard, the Master or an authorised officer has the right to enter and search the cabin concerned and seize any such item or substance. Special Notice: Please ensure that any sharp items, including but not limited to scissors, razor blades, nail clippers, tweezers and knitting needles, are packed in your check-in luggage and not in your hand luggage due to the new enhanced airport security measures.

1.12 Lost, delayed or damaged property

This clause applies in relation to any loss, delay or damage to property which occurs during your cruise or whilst getting on or off the ship or whilst using any services provided or arranged by us except for any claims in relation to any valuable or important items (see clause 1.10). It is our guest's responsibility to remove all of their belongings from their cabin when they depart their cruise. If an item is left onboard, whilst we will assist you in trying to recover the item, if we are unable to do so then we cannot be held responsible and we will refer you to your travel insurance policy to make a claim for the item. Please note that items left behind may be destroyed. You must tell us about the problem as soon as possible. If you discover the loss, delay or damage when onboard, you must immediately report it to the Guest Relations Desk. The time limits for notifying any loss, delay or damage, and the maximum amount which will be payable by us or the supplier concerned, are as follows: Any damage or delay, which is apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) before or, at latest, at the time of departure from the ship or, for other services, whilst using or at the end of using those services. Any loss, damage or delay, which is not apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) within 15 days of departure from the ship or the end of your using the service in question. If you can prove that the damage, delay or loss was our fault or the fault of the supplier of a service that we agreed to arrange as

part of your holiday, we will compensate you for the loss or damage you can prove you have suffered as a result, subject to and in accordance with The Athens Convention. However, the most we will have to pay you for any damage, delay or loss in these circumstances is the maximum which is payable in respect of cabin luggage under The Athens Convention (currently approximately US\$1,100 per guest per cruise holiday). This will also be the case where any property is damaged, delayed or lost whilst not on board or getting on or off the ship but using other services (apart from air travel) which form part of the holiday we have contractually agreed to provide. In all cases, you must give us credit for payments you have received or will receive from any airline and/or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any/all insurance companies.

1.13 Lost, delayed or damaged during air travel

Any damage, delay or loss suffered during any travel by air (including the process of getting on and off the aircraft) must be notified to the airline at the time of discovery or, in any event, in writing within 7 days of the end of the flight concerned for damage or loss or within 21 days of the luggage being made available for you in the event of delay. The maximum we or the airline will have to pay you in the event of any damage, destruction, delay or loss of luggage or property is the most which is payable under the relevant international convention or regulation. For most international flights, this will be the Montreal Convention 1999. Where the Montreal Convention 1999 applies, the maximum we or the airline will have to pay you at present for loss, destruction, damage, delay of luggage is the maximum payable under the Convention (currently approximately A\$1600 per passenger) unless special conditions apply. The airline will not be liable to pay any compensation if the airline can prove that it took all reasonable steps to avoid the damage, delay or loss or that it was impossible for the airline or its employees to take such measures. In all cases, you must give us credit for payments received from any airline or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any insurance company.

1.14 Dining

We cannot accept any bookings which are conditional on your preferred seating time being or becoming available before departure. If you cancel because your preferred seating time is not available (whether or not this was confirmed at the

time of booking), our normal cancellation charges will apply. Seating time requests cannot be guaranteed.

1.15 Special dietary requests

Royal Caribbean International does not provide baby food. To accommodate special services or requirements such as dietary requirements, medical requirements, pier embarkation assistance, wheelchair use etc, Royal Caribbean International require the information in writing 45 days prior to the sail date. However Kosher meal requests must be supplied in writing 100 days prior to sail date for sailings in Australia/New Zealand and Asia; 90 days prior to the sail date for sailings in Europe and South America and 45 days prior for sailings in North America. Any medical conditions must be provided at time of booking.

1.16 Special requests

Special requests cannot be guaranteed. Whilst we and our suppliers will endeavour to meet reasonable special requests, we regret we cannot guarantee that we/the supplier will be able to do so. Not meeting any special request for any reason will not be a breach of contract. If a special request can only be met at an additional cost, that cost will either be invoiced prior to departure or will be payable locally. Unless specifically agreed by us in writing at the time of booking, we cannot accept any booking which is conditional on a special request being satisfied. Such bookings will be treated as “normal” bookings subject to the above comments on special requests.

1.17 Consumption of alcohol onboard

We will not sell or serve alcoholic drinks to anyone under 21 years of age. However on cruises departing from European, South America countries and Australia/ New Zealand where the legal drinking age is typically lower than 21, a parent/legal guardian who is sailing with the person aged between 18 to 20, may sign a waiver allowing the 18 to 20 year old to consume alcoholic beverages (beer and wine only). Only a parent or legal guardian may sign this waiver and there are no exceptions to this policy. The 18 to 20 year old must agree to comply with Royal Caribbean International’s policies, including among other things, agreeing to not provide alcoholic beverages to any other person, regardless of age. Restrictions apply, and this policy is subject to change without notice. An individual’s age on the date of sailing determines his or her status for the entire cruise. Guests are not allowed to bring alcoholic beverages onboard for consumption, storage or any other use. Alcoholic beverages that are purchased in ports of call or from onboard shops will be stored by the ship and delivered to guest cabins on the last day of the

sailing. Please note: due to Spanish regulations, we are not permitted to sell alcohol or cigarettes on board in the duty free shops on selected sailings which depart from Barcelona. Security may inspect containers (water bottles, soda bottles, mouthwash, luggage etc.) and will dispose of containers holding alcohol. Royal Caribbean International's Guest Vacation Policy may be enforced, up to and including disembarkation, if a guest violates any alcohol policy. Guests under the age of 21 will not have alcohol returned to them. If a guest reaches a birthday that will change their adherence to our alcohol policy, they may visit the Guest Relations Desk and on showing their passport as proof of age, their records will be updated to allow them to purchase and consume alcohol, as long as the other requirements of our alcohol policy are met. Guests who violate any alcohol policies, (over consume, provide alcohol to people under age 21, demonstrate irresponsible behaviour, or attempt to conceal alcoholic items at security and or luggage check points or any other time), may be disembarked or not allowed to board, at their own expense, in accordance with our Guest Vacation Policies. Royal Caribbean International reserves the right to revoke or otherwise restrict drinking privileges of any guest, regardless of age. Additional policies for groups are located in the Appendices of the Travel Agent Guide and are enforced without exception. Applicable regulatory age restrictions apply while the ship is in port and until the vessel enters International waters.

1.18 Luggage at the end of your cruise

It is our guests' responsibility to remove all of their belongings from their cabin when they depart their cruise. If an item is left onboard, whilst we will assist you in trying to recover the item, if we are unable to do so, then we cannot be held responsible and we will refer you to your travel insurance to make a claim for the item. Please note that items left behind may be destroyed.

1.19 Guests with special needs

You must ensure that you are medically and physically fit for travel and that such travelling will not endanger yourself or anyone else. At the time of booking (or as soon as possible if the condition arises after booking) you must tell your travel agent in writing about any medical or physical condition which will or may require medical treatment or attention during your cruise or which may or will affect your cruise in any way (including your use of any services or facilities). Please provide as much information as possible. Guests who use wheelchairs must provide their own collapsible wheelchair and may find certain areas of the ship inaccessible. If you would like to bring a motorised wheelchair or scooter onboard you must contact your travel agent at the time of booking to provide the dimensions as size

limitation may apply and we may not be able to accommodate this request. Certain conditions (for example, use of small tender boats to transport guests from ship to shore) may prevent guests with wheelchairs from going ashore at certain ports of call. Guests affected by a disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance. We regret we must reserve the right to refuse to allow anyone to travel who, in our reasonable opinion, is physically or mentally unfit to travel or will or may require care beyond that which any travelling companion or we ourselves can reasonably provide.

1.20 Minimum age to travel

No person under twenty-one (21) (a 'minor') may sail on any cruise holiday or have a cabin on his or her own unless accompanied by a parent or guardian or authorised person who is over the age of twenty-one (21). No guest under the age of twenty-one (21) will be booked in a cabin unless accompanied by an adult twenty-one (21) years of age or older, except for minors sailing with their parents or legal guardians in adjacent cabins. Any minor who is not travelling with at least one of their parents/legal guardian(s) will only be permitted to board the ship and undertake the cruise if accompanied by a person(s) over the age of twenty-one (21). For minors aged 17 or under at the start of the sailing, written authorisation from a parent/ legal guardian must be provided. For minors 18, 19 or 20 at the start of the sailing authorisation is not required. Adults who are not the parent or legal guardian of any child travelling with them are required to present the child's valid passport and applicable visa (or certified copy of child's birth certificate) and an original legally affirmed or notarised letter signed by at least one of the child's parents/ legal guardians. The letter must authorise the travelling adult to take the minor/s on the specified cruise and must authorise the travelling adult to supervise the child, sign applicable sports waivers and permit any medical treatment that must be administered to the child which in the opinion of the treating doctor needs to be carried out without delay. A letter can be legally affirmed or notarised by a practising solicitor, notary or commissioner for oaths for a fee. If such evidence is not produced, the minor(s) concerned will not be permitted to board the ship or undertake the cruise. We will not be responsible for any costs, expenses or losses suffered as a result either by the minor affected, the person(s) paying for their cruise (if not the minor him/herself), or any persons travelling with the minor who decide not to continue with the holiday as a result of the failure to produce a letter of authorisation as set out above. We will not pay any compensation or give any refund to any minor who we have not permitted to board the ship, any person paying for the minor's holiday (if not the minor him/herself), or any persons travelling with the minor who decide not to continue with the cruise themselves as

a result of the failure to produce a letter of authorisation. Please note that parent(s)/legal guardian travelling with a child who has a different surname to the parent(s)/ legal guardian, will be required to produce official proof such as a full birth certificate/divorce papers etc to prove that they are the parent(s)/legal guardian of the children concerned. Individual cabins can be booked by married couples whose minimum age are eighteen (proof of marriage is required at time of booking). The minimum age for infants to sail is six (6) months, as of the date of sailing and twelve (12) months, as of the date of sailing for Transatlantic, Transpacific, Hawaii, selected South American cruises and other selected cruises. The health and safety of our guests is our number one priority. As such, in consideration of the limitations of the shipboard medical facility, equipment and staff, the company cannot accept waivers, releases or requests for exceptions to this policy.

1.21 Delayed departures and itinerary changes

We regret we cannot guarantee that ships will call at every advertised port or follow every part of the advertised itinerary. We and the Master of the ship have the right to omit any port(s), call at any additional port(s), deviate from the advertised itinerary in any way or substitute another ship or port. In addition, we will not be responsible for any failure to meet the arrival or departure times shown in this brochure for any port(s) of call. Normally, changes in the itinerary are to protect the interest and safety of our guests. Please also see clause 1.22. Changes to the last confirmed itinerary for your cruise may become necessary after you have departed for a variety of reasons such as prevailing weather and sea conditions, guest emergencies, providing assistance to other vessels and the ship being unable to operate at its normal speed(s) due to unexpected mechanical or technical problems. We will of course do our best to avoid any changes which will have a significant detrimental effect on your last confirmed itinerary. However, we cannot accept any liability in respect of any changes which result from circumstances outside our control (see clause 1.30) or which do not have a significant detrimental effect.

1.22 If we change or cancel your cruise

Occasionally, we have to make changes to and correct errors in the brochure and other details both before, and after, bookings have been confirmed and, even more rarely, cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options: (a) (for

significant changes) accepting the changed arrangements, or (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper. (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us. Please note, the above options are not available where any change made is a minor one.

1.23 What is a significant change in the context of these terms and conditions?

A significant change is a change to your confirmed holiday which we can reasonably expect will have a significant effect on it. Examples of significant and minor (defined below) changes are as follows. Significant change: A change from two days port of calls to two days sailing instead. Minor change: A change from one port of call to another; A change from one day's port of call to one day's sailing; A change in timings for any port(s) of call but the ship still calls at all confirmed ports; A change in order of ports that are visited. Very rarely, we may be forced by "force majeure" (see clause 1.30) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

1.24 Can you refuse to allow me to travel?

If, in our reasonable opinion or the reasonable opinion of the ship's Master or doctor, you are or appear to be unfit to travel for any reason or a risk or danger to yourself or a danger to others or behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or danger to property. In this situation, we are entitled without prior notice to refuse to allow you to travel on any ship and to terminate your cruise holiday at any time. You may then be left at any port or place at which the ship calls without our incurring any liability. You will have to pay any costs, expenses or losses suffered as a result, and we will not pay any compensation or give you any refund. Once your holiday has been terminated in this manner, we will not have any further responsibility towards you.

The same right to refuse to allow you to travel or to use any services applies where you are or appear to be unfit to travel or otherwise behave badly as set out above during any other part of your holiday. If you have failed to give proper notice of any physical or mental disability or condition (including informing us of any change or deterioration in any notified disability or condition) which will or may require care beyond that which any travelling companion or we ourselves can reasonably provide, we are entitled to refuse to allow you to travel. However, at our discretion, the cruise only fare may be refunded.

1.25 Guest behaviour

On every Royal Caribbean International ship, we are committed to providing every guest with an excellent cruise holiday. To further ensure that you and your fellow guests receive exactly that, we have developed a set of Guest Behaviour Policies; this is available on board. **IMPORTANT:** A violation of Royal Caribbean International Guest Behaviour Policies is cause for appropriate corrective action, including confiscation of improper materials or items and ejection of the guest from the vessel. These policies are subject to change without notice and without liability to Royal Caribbean International. Royal Caribbean International is free to adopt additional rules not stated in these policies.

1.26 Making a complaint

In the unlikely event you have a reason to complain whilst away, you must immediately notify the Guest Relations Desk onboard the ship and the supplier of the service(s) in question (if not us). This is to ensure that we are given the opportunity to address and to attempt to resolve any issue you raise. Any verbal complaint must be put in writing and given to the supplier and us as soon as possible. If a problem cannot be resolved to your satisfaction and you wish to follow this up you must write to us on your return to the address below. You must give your booking reference number and full details of your complaint within 28 days of your return from holiday unless a different time limit applies to your claim – see clause 1.10 and 1.12. We will only accept complaints from the lead name of a booking. If your complaint is written on behalf of other members of your travelling party, their full names and booking reference numbers must be clearly stated in the correspondence together with their authority for you to handle the complaint on their behalf. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result. Any dispute between us which cannot be settled by agreement may be dealt with under a special arbitration scheme. This is simple and inexpensive. It is based on documents only and there is a maximum amount of

costs which you will or may have to pay. This arbitration scheme is not available, however, if you wish to claim an amount greater than £1,800.00 per person or £8,400.00 per booking form or if your claim is solely or mainly about physical injury or illness or the consequences of such injury or illness. If you do not wish to go to arbitration, you may go to court. We both agree that any dispute or claim will be dealt with by a court located in Miami, Florida, USA, to the exclusion of the courts of any other state, territory or country. We can only pay you compensation if the following conditions are met: • If asked to do so, the person(s) affected must transfer to us any rights they have against the supplier or whoever else is responsible for your claim and complaint. • The person(s) affected must agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights transferred to us.

1.27 Our liability

(1) Subject to clause 1.28 below, we promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). (2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: – The act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or – The act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or – ‘force majeure’ as defined in clause 1.30 Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our

suppliers. Additionally we cannot accept liability for any business losses. Please note, we cannot accept responsibility for any services, which do not form part of our contract. This includes, for example, any additional services or facilities, which your hotel or any other supplier agrees to, provide for you where the services or facilities are not advertised in our brochure, and we have not agreed to arrange them. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the US, which would have applied had those services been provided in the US. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

1.28 Our limit of liability

Please note: The provisions of the Convention relating to the Carriage of Passengers and their luggage by sea 1974 (“The Athens Convention”) apply to your cruise as well as the process of getting on and/or off the ship. For any claim involving death or personal injury or delay of or loss of or damage to luggage the only liability we have to you is in accordance with The Athens Convention. This means you are not entitled to make any claim against us which is not expressly permitted by The Athens Convention or which is in excess of the limits provided by The Athens Convention. Any claims covered under The Athens Convention must be made within the time limits set out in The Athens Convention. The Athens Convention limits the maximum amount we as the carrier have to pay if found liable in the event of death or personal injury or loss or damage to luggage and makes special provision for valuables. For death and personal injury, this limit for UK carriers is presently approximately $\pounds 300,000$ per person. For claims concerning luggage and valuables, please see other clauses of these terms and conditions. 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, 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, except as otherwise expressly set out in the Booking Conditions, 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). 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.

1.29 Your liability

You must ensure that you are using an up-to-date brochure when you book your cruise. We cannot accept any liability whatsoever for any mistakes or any incorrect/inaccurate information which results from the use of any out-of-date brochure. It is your responsibility to ensure that you and everyone travelling with you have all necessary passports, visas and all other travel documents and that these are valid and in order.

1.30 Circumstances outside of our control

Except where we specifically say otherwise in these terms and conditions, we cannot accept any liability or pay any compensation where your cruise or any other services we have promised to arrange or provide cannot be provided at all or as promised as a result of circumstances which are outside our control (“force majeure”). When we talk about circumstances which are outside our control, we mean any event which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care. Such events are likely to include but are not limited to war or threat of war, acts of terrorists or threats of such acts, riots or civil unrest, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks, epidemics, mechanical difficulties (which we could not have anticipated or avoided despite our normal comprehensive mechanical checks) and all similar circumstances which are outside our control.

1.31 Other conditions which apply to your cruise

Airlines and our other suppliers have their own conditions which will apply to your cruise. Some of these conditions may limit or exclude the airlines or other suppliers liability to you, often in accordance with international conventions. Copies of the relevant parts of these conditions are available on request.

1.32 Price and brochure accuracy

Royal Caribbean International International's policies and procedures are constantly evolving. At the time of printing, all those listed in this brochure /website were correct. Please note: The information and prices shown in this brochure may have changed by the time you come to book your cruise. Whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure that you check all details of your chosen cruise with your travel agent at the time of booking.