General Terms and Conditions (UK)

These Terms and Conditions are effective for bookings made as of 1 June 2026 for all departure dates.

1. YOUR CONTRACT

These Booking Terms and Conditions together with our privacy policy, the information contained in our publications (including this brochure or website) and any other written information that we brought to your attention before we confirmed your booking, form the basis of your contract with HX Group Ltd whose registered office is at 1st Floor, 210 Pentonville Road, London, N1 9JY (Company No: 14918176)("we", "us", "our" or "HX).

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 their full name, date of birth, phone number and e- mail. We will not issue travel documents before we have received this information. We may, at our discretion, request additional passenger information before issuing travel documents. Travel documents may be withheld if the requested information is not provided.

A booking confirmation will be sent to you following receipt of your deposit. A booking will not be confirmed until we have received 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 Officer of HX.

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 should 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.

We may transfer this contract to someone else. Please Note: We may transfer our rights and obligations under these terms to another organisation. This is most likely to occur if we carry out a corporate re-organisation. 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 maintaining Agreed Protected Funds in a separate ATOL Escrow Account as required by the Civil Aviation Authority (www.caa.co.uk; 45-59 Kingsway, London WC2B 6TE) under our ATOL number 12642.

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. 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 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; 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 or credit card. We do not accept payment by cheque.

Bookings made within 90 days of departure require full payment at the time of booking.

If we do not receive your final payment by the date shown on your booking confirmation or invoice, we may cancel your booking. Before doing so, we will send you a payment reminder (normally by email) showing the final date for payment explaining that your booking will be cancelled if full payment is not received by that date. If you make the final payment before the date shown in the reminder, your booking will remain valid and will not be cancelled.

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 two (2) items of such mobility or medical equipment on board per cabin with a total value not exceeding the equivalent of €2,600. All equipment must be capable of being carried safety 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 guests are welcome onboard our cruises, however, medical advice should be sought prior to travel on one of

cruises at any stage of the pregnancy. For the sake of the parent and baby, a medical certificate may also be needed at certain stages of the pregnancy.

Guests who would be less than 23 weeks pregnant at end of voyage - A medical certificate is not needed.

Guests who would be 23 weeks pregnant at end of voyage - A medical certificate is needed to travel with us.

Guests who would be 24 weeks or longer pregnant at the end of voyage - For the sake of the parent and the baby, pregnant guests are not permitted to travel with us if they would be 24 weeks pregnant at the end of the voyage.

We continuously evaluate our health and safety policies and procedures to take account of advice from our medical advisors, guidance and directives from health authorities and applicable law. Accordingly, such policies and procedures (including our embarkation protocols, vaccination requirements, infection control measures. confinement, quarantine or emergency disembarkation of passengers) are subject to change from time to time. Specific measures may vary per sailing due to local regulations, updates in scientific and medical advice, and the conditions at the time of sailing. Instructions from local health authorities and changes in legislation may also impact our procedures and how we handle specific cases. While we will use commercially reasonable efforts to give you as much notice as reasonably possible of any changes, we may update these policies and procedures on our website or by notice to you whether before or during your cruise, and you agree to adhere to such revised or new policies and procedures. 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 applicable laws. Further, local health authorities may impose measures on the ships, such as a ship quarantine or set requirements for passengers to disembark. All passengers must adhere to such instructions, policies and procedures and if you or any member of your party fails shall have right to deny you to embark, refuse you to re-board after going ashore, disembark you, or report you to governmental and health authorities. Neither we, the operator, the carrier (or any of their directors, officers, employees 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 arising from these terms and conditions.

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 policies and procedures in place to address communicable illnesses. This risk is beyond HX's, the operator's and the carrier's control and cannot be eliminated.

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

5. 5. A - PRICES

All Voyage prices shown in this brochure or website are in GBP 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. A single supplement will be payable if a cabin with more than one berth is booked for single occupancy.

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 we are a member of ABTA, we 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 the changes above then any refund due will be paid to you, less an administration fee of £50 per person

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
- Premium Drinks (included for Suites guests)
- Exclusions set out in our All-Inclusive Terms & Conditions which are published on our website and are incorporated into these General Terms & Conditions

Some elements, amenities, access to facilities and priority is subject to cabin category, HX Explorers loyalty status or booking channel. Amenities and services vary by ship and itinerary and are subject to availability. Alcohol service is subject to licensing regulations and HX operating policies including hours of service. Premium Drinks exclude premium wine and champagne unless expressly included in your package.

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 HX. 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 and must be requested more than 14 days prior to departure. You may be asked to pay an administration charge 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. A single supplement will be payable if we permit a booking to be amended so that a cabin with more than one berth will only have single occupancy.

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 - transfers requested after this time will not be accepted;
iii. you pay any outstanding balance payment, an administration fee of £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 incurred as a result of this transfer.

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 airfare 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):

For departures up until 31 March 2027:

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

For departures from 1 April 2027 onwards:

- 90 or more days | 25%
- 60-89 days | 50%
- 30-59 days | 75%
- Less than 30 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 our brochures or website 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 to cancel your travel arrangements if the minimum number of participants for particular travel arrangements are not reached, and to change airline, aircraft types, vessels and itineraries without liability for any subsequent loss other than as set out in these terms. Even after we have confirmed your booking we may have to cancel or make alterations to your booking 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.
If we must cancel your booking due to insufficient numbers, we will notify you of the cancellation within the following timeframes:

(i) 20 days before the start for trips lasting more than 6 days;
(ii) 7 days before the start for trips lasting between 2 and 6 days; and
(iii) 48 hours before the start for trips lasting less than 2 days.

The above notification periods do not apply to excursions booked after your initial booking is confirmed. For any such excursions, we may cancel these at any time by giving you at least 5 days' notice and will provide you with a full refund.

Most alterations to your booking 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 ("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*
Scale A | Scale B
0–7 days £50 | £25
8–14 days £40 | £20
15–28 days £30 | £15
29–42 days £20 | £10
43–59 days £10 | £5
More than 60 days | Nil

* The compensation shown above applies to full fare paying adults only and excludes infants. 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.

12. ABTA

We are a Member of ABTA, membership number Y6835. 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 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.

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 and Linked Travel Arrangements Regulations 2018. 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 our 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 three times 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 the clauses 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 license 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 you suffer 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. Where you suffer any other loss which is not covered and/or limited by any applicable international convention, then our liability to you, however arising, shall not exceed three (3) times the total price of your booking.

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 or website. 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 HX. 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 (including pre-existing medical conditions) or injury and repatriation while overseas. You must be satisfied that your insurance covers all your personal needs. You are required to provide us with the name of your insurer, together with their 24-hour emergency number when you book or as soon as possible. If you travel without adequate insurance cover, we will have no liability for any losses that occur that a comprehensive travel insurance policy would otherwise be reasonably expected to cover.

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 EUR 80 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.

Flight delay

If you or any of the members of your travel party miss your flight or other travel arrangements, it is cancelled, or you are delayed by more than 3 hours for any reason, you must immediately contact us and the airline or relevant transport provider.

Under UK law, under certain circumstances, you are entitled to a refund and/or compensation from the airline in the

event of denied boarding, cancellation or delayed flight. Full information about these rights is published at UK airports and is available at the airlines and the UK Civil Aviation Authority (CAA) (https://www.caa.co.uk). If the airline does not comply with these rules, you can complain to the airline. If the airline rejects your complaint, you may be able to refer the matter to an alternative dispute resolution body (ADR) that the airline is a member of or the CAA. Be aware some airlines have a provision in their terms & conditions stating that when lodging a complaint, passengers must submit their claims directly to the airline, allowing the airline to respond directly to them before engaging third parties to claim on their behalf (including claims management providers). Refunds in all such cases are the responsibility of the airline and you will not automatically be entitled to a refund from us. If for any reason you do not seek compensation from the airline but claim compensation from us, at the time we pay compensation to you, you shall transfer to us any rights that you had against the airline in connection with the refundable claim. A delay or cancellation of your flight does not automatically entitle you to cancel any other arrangements, even when these arrangements have been made in conjunction with your flight.

We do not accept responsibility for any delay caused by any of the reasons set out in clause 14 of these booking conditions (which includes the behaviour of any passenger on any flight, for example, failing to check in or board on time).

The passenger ship(s), flight times and aircraft types shown in our brochures, on our websites or set out in your confirmation invoice are for guidance only and subject to change and confirmation. We will inform you of the identity of the relevant passenger ship(s) as soon as possible. The most current flight times will be stated on your tickets. You should check your tickets immediately after receipt to make sure you know the correct flight times. If the flight times change after the tickets have been issued, we will contact you as soon as we can to notify you of the change.

Please note the existence of a "Community list" (available for inspection at 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 the date specified at the beginning of these terms and conditions 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 publication (including our brochures and/or 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 if you bring a claim against us you submit to the non-exclusive jurisdiction of the English courts. You agree that before you bring any claim before such courts, you will first follow the complaint procedures under clauses 11 and 12 to fully use the remedies provided for to raise a complaint to us, and if not satisfied, under ABTA's scheme for the resolution of disputes. In addition to the English courts, we may bring a claim against you in the courts of the country you live in. The law of England will apply in all cases.

20. DATA PROTECTION

In order to process your booking and ensure your travel arrangements run smoothly and meet your requirements we, 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 UK or 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 UK or 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. HX is not responsible for the privacy practices of any other companies.

Please see our privacy policy for further information here https://www.travelhx.com/en-gb/terms/privacy-policy/.