

## **SALAMIS TOURS LIMITED TERMS AND CONDITIONS**

**THESE ARE THE TERMS AND CONDITIONS WHICH APPLY TO YOUR CRUISE CONTRACT PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM**

- 1 All cruises are offered for sale by Salamis Lines Ltd which is the “Organiser” (pursuant to the Council Directive 90/314/EEC 13 June 1990 on Package Travel Package Holidays and Package Tours) of the Cruise and the Carrier as defined by Article 1 of the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea 1974.
- 2 All references to “Carrier” shall include the registered owner and/or Charterer whether Bare Boat/Demise Charter, Time Charterer, Sub-Charterer or operator of the vessel to the extent that each of them acts as Carrier or performing Carrier their servants and or agents of the cruise vessel, any substitute vessel, any tender or other means of transport provided by the Carrier to the Passenger. Package means the cruise when sold at the same time as other transport/ flight and or other tourist services.
- 3 **BOOKING** Whether you book alone or as a group, you will be entering into a contract directly with Salamis Lines Ltd on behalf of yourself and on behalf of all other members of your party . You must be 18 years old at the time of booking and have the legal capacity and authority to book on behalf of all members of your group. “Passenger” includes everyone on the booking. Anyone under 18 years old is a minor and must be accompanied by a parent or legal guardian and the booking contract must be made by the parent or guardian. These conditions apply to all minors.
- 4 **CRUISE/ BERTH** The cruise ticket is not transferable and is valid only for the date, vessel and cruise indicated. Cabins are automatically allocated. Cabin numbers will be provided on boarding and in accordance with the category booked. No berth or cabin may be used by a passenger unless included in the booking. Salamis Lines Ltd and the Carrier reserve the right to transfer any passenger to any berth where at its absolute discretion this is considered necessary. No transfers are possible without payment of an additional amount and with the agreement of Salamis Lines Ltd or the Carrier. The vessel does not have any disabled or specially adapted cabins.

5. **DEPOSIT AND CONTRACT** Your contract is with Salamis Lines Ltd. At the time of booking a non-refundable deposit must be submitted as follows:
- |                                   |                               |
|-----------------------------------|-------------------------------|
| 1 – 3 days prior to departure -   | immediate settlement          |
| 4 – 14 days prior to departure -  | deposit within 24 hours       |
| 15 – 30 days prior to departure - | deposit within 3 working days |
| 31 – 60 days prior to departure - | deposit within 5 working days |
| 61 + days prior to departure -    | deposit within 7 working days |
- Every Cruise is subject to availability and no contract shall come into existence until the deposit or full payment is made and a confirmation receipt is issued. If you fail to make any outstanding balance payment as detailed in your confirmation receipt Salamis Lines will have the right to cancel the booking without notice and enforce the cancellation charges shown below, whether the Cruise has been resold or not.
- 6 **PRICE AND PRICE CHANGE** The price of the Cruise includes cabin accommodation for the category booked, breakfast, lunch, dinner and port taxes. A meal is provided for any day long excursions exceeding 8 hours. Not included and do not form part of the Cruise package are excursions, any additional snacks, meals or drinks purchased. Infants under the age of 2 travel FREE if they do not occupy a bed/berth. Child port taxes apply to all infants. Child prices apply for ages 2 to 12. No monies are refunded for any services which are not used.
- 7 No price change to the Cruise will be made within 30 days of departure or once full payment for the Cruise has been received by Salamis Lines Ltd. Salamis Lines reserves the right to increase prices at all times prior to 30 days or before full payment has been received to allow for variation in transportation costs, including the cost of fuel, increase in dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports. If the increase amounts to more than 10% of the price, you will be entitled to cancel your Cruise Contract with a full refund of all money paid. To exercise the right to cancel you must notify Salamis Lines in writing within 7 days of receiving the price increase notification.
- 8 **PERSONAL DETAILS/ VISAS/ VACCINATIONS** You will be responsible for the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the cruise you have booked. By entering into this contract you agree to pass all information in respect of the booking or any changes made in relation thereto, to all persons travelling on the booking. All Passengers must hold full passports that are valid for the duration of the cruise and must be valid for 6 months

after your return date. Salamis Lines are not responsible for obtaining visas for any Passengers this is the responsibility of the individual Passenger. It is also your responsibility to ensure that you and all Passengers possess all necessary vaccination certificates required for your cruise. Salamis Lines Ltd and the Carrier do not accept responsibility for any immigration/migration issues which passengers may experience in any country where the vessel calls.

- 9 **REDUCED MOBILITY/ DISABILITY** If you have reduced mobility or any disability then in order to avoid disappointment and to enable you to be carried safely you are required to provide as much information as possible at the time of booking .The Carrier may refuse passage to anyone who has failed to notify of any such disabilities or who in the Carrier's and or Master's opinion the passenger cannot be carried in a safe and or dignified and or operationally feasible manner or where the design of the vessel makes carriage difficult or impossible. Please note that the vessel does not have any disabled or specially adapted cabins. Wheelchair access may be limited. You must check prior to booking as to accessibility and wheelchair sizes.
- 10 **FITNESS TO TRAVEL** By entering into this Contract you agree on behalf of yourself and every person named on your booking that you are all fit to travel physically and mentally by sea and that your conduct or condition will not impair the safety or convenience of the vessel and/or other Passengers. Any Passenger whose condition may affect their fitness to travel must submit a Doctor's certificate prior to booking their cruise holiday. Salamis Lines Ltd may request further information to be provided by the passengers doctor before agreeing carriage. The decision to carry any passenger is ultimately that of the master of the ship based on the opinion of the ship's doctor.
- 11 If it appears to the Carrier, the Captain or the Cruise ship's Doctor that a Passenger is for any reason unfit to travel, likely to render the Carrier liable for maintenance, support or repatriation, then the Captain shall have the right to refuse to embark the Passenger at any port or disembark the Passenger at any port or transfer the Passenger to another berth or cabin. The Doctor onboard shall have the right to administer first aid and any drug, medicine or other substance and/or admit or confine the Passenger to the ship's hospital or other similar institution at any port provided that the ship's

Doctor and/or Captain considers that any such steps are necessary. Refusal by the Passenger to cooperate with regard to such treatment may result in the Passenger being disembarked at any port and neither Salamis Lines or the Carrier shall be liable for any loss, expense or compensation to the Passenger.

- 12 Where the Passenger is refused embarkation as a result of health and/or fitness to travel, Salamis Lines does not have any liability to the Passenger. Salamis Lines and/or the Carrier and/or the health authorities in any port shall be entitled to administer a public health questionnaire on their own behalf. The Passenger shall supply accurate information regarding symptoms of any illness including but not limited to gastrointestinal illness. The Carrier may deny boarding to any Passenger that it considers in its sole discretion to have symptoms of any illness including viral or bacterial illness including but not limited to Norovirus. Refusal by a Passenger to complete the questionnaire may result in being denied boarding. Where Passengers become ill onboard the cruise with viral or bacterial illness the ship's Doctor may request them to remain in their cabin for reasons of health and safety.
- 13 **MEDICAL FACILITIES** The ship's Doctor is not a specialist and the ship's medical centre is not equipped to the same standards as a land based hospital. The vessel carries medical supplies and equipment in accordance with its flag state requirements to treat minor conditions. Neither Salamis, the Carrier nor the Doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result. In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or the Master for medical treatment. Neither the Carrier nor Salamis Lines make any representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed. Salamis Lines does not accept liability in relation to medical care or medical facilities received ashore. It is your responsibility and each party travelling with you to ensure that you and they have comprehensive travel health insurance covering medical treatment and repatriation. It is the Passenger's obligation and responsibility to seek medical services from the ship's Doctor should they need such assistance. Medical facilities and standards vary from port to port. Neither Salamis Lines nor the Carrier makes any representations or warranties in relation to the standard of medical treatment ashore.

- 14     **PREGNANCY** Pregnant women who are in their 12 weeks of pregnancy are advised to seek medical advice before travelling at any stage of their pregnancy. Salamis Lines does not have onboard any of their cruise vessels adequate medical facilities for childbirth. The ship's doctor on board is neither a specialised obstetrician nor experienced in treating such cases. Women having completed the 28 week of their pregnancy should produce a medical certificate confirming that they are fit to travel. The Carrier or Captain of the vessel reserves the right to ask for a medical certificate at any stage of the pregnancy and to refuse carriage if the Carrier or the Captain are not convinced that the Passenger is fit to travel. Should you or any person travelling with you on your booking is pregnant and fails to inform Salamis Lines or the Carrier or Captain of their pregnancy Salamis Lines or the Carrier will not be liable for any injury suffered by the pregnant person as a result of travelling in such condition and without obtaining a valid medical certificate. The Carrier and Captain expressly reserves the right to refuse boarding rights to any Passenger who appears to be in any advanced state of pregnancy and shall have no liability in respect of such refusal.
- 15     **CANCELLATION OR CHANGES TO THE CRUISE** Salamis Lines Ltd aims to provide your Cruise as booked but if, for example, there are not enough people booked on the Cruise they reserve the right to cancel it. Salamis Lines reserve the right to cancel your Cruise in any circumstances but if your Cruise is cancelled you will be offered a full refund or accept a replacement holiday from Salamis Lines of equivalent or closely similar standard and price (if one is available) unless your holiday is cancelled because the balance of the holiday price has not been paid or because of events beyond Salamis Lines control such as war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport including closed or congested ports, hurricanes and other actual or potential severe weather conditions, and any other similar events. Salamis Lines will always refund the difference in price if any replacement holiday you choose to take as a result of your original Cruise being cancelled is of a lower standard and price.
- 16     Salamis Lines reserves the right to make any change to your cruise holiday at any time. They will inform you about any important changes when you

book. If you have already booked, they will let you know as soon as they can, if there is time before your departure. If the change is considered to be a major change you may either:

- (i) accept the new arrangements offered; or
- (ii) cancel your holiday and receive a full refund of all monies paid, or
- (iii) accept a replacement holiday of equivalent or closely similar standard and price, if one is available. Should you accept another Cruise holiday with Salamis Lines the terms and conditions of your holiday will not change and these booking conditions will still apply to your new chosen Cruise holiday.

Compensation is not payable if there is a force majeure. If for any reason compensation is payable this shall be limited to €30 per passenger.

- 17 Any cancellation of bookings by you must be made in writing, the Passenger to Salamis Lines and will be subject to cancellation charges in accordance with the following scale:

Up to 30 days prior to departure -	cancellation fee the full deposit amount
29 – 22 days prior to departure -	cancellation fee 50% of full payment
21 – 7 days prior to departure -	cancellation fee 75% of full payment
Less than 7 days prior to departure -	cancellation fee 100% of full payment

- 18 **PASSENGER CONDUCT AND SAFETY** All Passengers have a duty to obey the lawful requests of the vessel's Captain or delegated officers whilst on board; and for security or other lawful reasons to allow them (with other members of the crew) to search any Passenger, their cabins, baggage and belongings. The Passenger hereby expressly agrees to allow any such search. Passengers must have received all necessary medical inoculations prior to the cruise and have in their possession all tickets, valid passports, visas, medical cards and any other documents necessary for the scheduled ports of call and disembarkation. Each Passenger warrants that he/she is physically and mentally fit to undertake the Cruise and/or the Captain of any vessel reserve the right in their absolute discretion to refuse boarding or disembark at any port any Passenger whose conduct is in its or their reasonable opinion likely to endanger or impair the comfort and enjoyment of others on board. No Passenger shall bring on board any vessel or aircraft any goods or articles of a dangerous nature, nor any animals whatsoever.

Salamis Lines will be under no liability whatsoever to any Passenger in respect of any breach or non-observance by any Passenger of the provisions of this clause and any Passenger shall indemnify Salamis Lines against any loss or damage occasioned to it or any of its suppliers by such breach or non-observance. Passenger's behaviour must not compromise the safety, peace and enjoyment of the cruise by other Passengers. Passengers shall be liable for any damage suffered by Salamis Lines and/or the Carrier and/or any Supplier of any service that forms part of the Package as a result of the Passenger's failure to comply with his obligations. In particular, the Passenger shall be liable for all damage caused to the vessel or its furnishings and equipment, for injury or loss to other Passengers and third parties, and also for all penalties, fines and expenses attributable by the Passenger that Salamis Lines, Carrier or Supplier may be liable to pay.

- 19 **CUSTOMER COMPLAINTS** Any Passenger with a complaint whilst on a Cruise must bring it to the attention of the Cruise staff onboard as soon as possible. If the Cruise staff is unable to resolve the problem, any complaint must be notified in writing to Salamis Lines within 14 days of the termination of the Cruise. Failure to report the complaint within this time may adversely affect Salamis Lines ability to deal with it.
- 20 **DATA PROTECTION** Salamis Lines requires personal information including but without limitation to name, address, gender, citizenship and dietary requirements which may disclose a Passenger's religious beliefs any health, medical, disability, or any other special needs to process the Passenger's booking effectively Salamis Lines reserves the right to pass this information on to other relevant individuals such as travel agents, hotels, airlines or other transport providers, security and/or credit verification companies, credit and debit card companies or any governmental or public authorities, either as required by law or regulation or, if required by such other bodies. Salamis Lines may also circulate a passenger list to all Passengers prior to the Cruise, which will include the names and nationality of each Passenger. By entering into this Cruise Contract you and all Passengers travelling under your booking consents to such transfer of information, including to other countries, which may not have such robust requirements regarding data protection as Cyprus, unless the Passenger objects in writing to Salamis Lines no later than 7 days prior to the scheduled departure date". It is your

responsibility to make sure that information, which the Company holds about you is up to date and accurate. Our Data Protection Policy is set out in our Privacy Policy which is incorporated into these terms.

21 **LIABILITY AND LIMITATION OF LIABILITY** Salamis Lines Ltd and the Carrier shall not be responsible to any passenger whilst not on the vessel. Salamis Lines Ltd is not responsible for any improper or non-performance of any of its suppliers for services, other than the Cruise, which forms part of the Package which is:

- a) wholly attributable to the fault of the Passenger.
- b) the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract;
- c) an unusual or unforeseeable circumstance beyond the control of Salamis Lines and/or anyone who supplies services which form part of the Cruise the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or
- d) an event which Salamis Lines and/or anyone who supplies services which form part of the Cruise could not even with all due care have foreseen or forestalled.

22 For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in 23 to 27 inclusive. Salamis Lines liability for improper performance of the Contract shall be limited to a maximum of twice the price which the affected Passenger paid for the Cruise (not including premiums).

23 Carriage of passengers and their luggage by air is governed by various international conventions (“the International Air Conventions”), including the Warsaw Convention 1929 (as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. Flights between Cyprus and any member state of the European Union are currently governed by EC Regulation 889/2002 which gives legal effect to the Montreal Convention 1999. To the extent that Salamis Lines may be



liable as a non-performing air carrier to Passengers in respect of carriage by air, the terms of the International Air Conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a Cruise between Salamis Lines and a Passenger) are expressly incorporated into these Conditions. The International Air Conventions may permit the carrier to limit its liability for death and personal injury, loss of and damage to luggage and delay. Insofar as Salamis Lines may have any liability to the Passenger in respect of carriage by air, it shall be determined accordingly. Copies of these conventions are available from the Salamis Lines on request.

24 Carriage of Passengers and their luggage by sea shall be governed by the Athens Convention 1974 (“the Athens Convention”) as subsequently amended in 1976. **The Athens Convention is expressly incorporated into these Conditions and any liability of Salamis Lines and the Carrier for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. The Athens Convention limits the Carrier’s liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables.** It presumes that luggage has been delivered undamaged to the Passenger unless written notice is given to the 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. Any damages payable by Salamis Lines Ltd up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in Article 8 (4) of the Athens Convention. Copies of the Athens Convention are available from Salamis Lines on request.

25 Insofar as Salamis Lines may be liable to a Passenger in respect of claims arising out of carriage by air or carriage by sea, Salamis Lines shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual Carriers (including his own terms and conditions of

carriage) and under the Athens Convention, and nothing in these Conditions shall be deemed a surrender thereof. To the extent that any provision in these Conditions is made null and void by the Warsaw Convention, the Montreal Convention or the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further. Any damages payable shall be reduced by any contributory negligence of any passenger.

- 26 Salamis Lines liability will not at any time exceed that of the Carrier under its Conditions of Carriage and/or applicable or incorporated contentions.
- 27 Except for claims arising out of carriage by air (as provided above), any liability in respect of death and personal injury and loss of and damage to luggage which Salamis Lines may incur to the Passenger, whether under the Contract in accordance with these Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention of 46,666 SDR's per Passenger for death/personal injury.
- 28 Notwithstanding anything to the contrary elsewhere in these Conditions, Salamis Lines shall not in any circumstances be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.
- 29 **FORCE MAJEURE** Salamis Lines Ltd will not pay any Passenger for claims arising out of loss or damage directly or indirectly occasioned by circumstances where performance and/or prompt performance of the Contract is prevented by reason of war, or threat of war, riot, civil strife, industrial dispute whether by the Company's employees or others, terrorist activity or the threat of terrorist activity, failure of supplies of power, health risks or epidemics natural or nuclear disaster, technical problems, fire or adverse weather conditions or adverse sea states, Passenger's suicide or attempted suicide or the Passenger's deliberate exposure to unnecessary danger (except in an attempt to save human life), or the consequences of participating in an unusual and dangerous activity and all similar circumstances outside Salamis Lines control.

- 30     **DEVIATION, CHANGE, DELAY ETC** The Carrier reserves the right at its sole discretion and/or that of the Captain of any vessel (which will not be exercised unreasonably) to decide whether to deviate from any vessels advertised or ordinary itinerary, to delay or advance any sailing, to omit or change ports of call, to arrange for substantially equivalent carriage by another vessel, to tow or be towed or assist other vessels or to perform any similar act which, in its sole judgement and discretion and/or that of the Captain of any vessel is justified for any reason. Provided that any such decision is taken reasonably, the Salamis Lines will be under no liability or obligation to the Passenger.
- 31     **SHORE EXCURSIONS** Where you are booking a third party shore excursion at any port the vessel calls at, you accept that you will be entering into a contract with the suppliers of the shore excursion directly on their standard terms and conditions and it will be your obligation to get copies of these conditions from the supplier of the excursion and to have read and understood them before booking your excursion. You understand that we have made no representations about the suitability of these excursions. We undertake no responsibility for and are not liable for the misrepresentations, breaches of contract, breaches of statutory duty or negligence of any of the third party suppliers of services whose excursion you decide to take independently.
- 32     Shore Excursions do not form part of the Package. Salamis Lines and the Carrier Ltd are not responsible or liable for the acts and or omissions of Shore Excursion providers and or other independent contractors. Salamis Lines Ltd shall exercise reasonable care and skill in the selection of such independent contractors. It does not perform any such services and does not audit their systems.
- 33     In the event that there is any liability for Shore Excursion liability the liability of Salamis Lines Ltd shall not at any time exceed the liability of the Shore Excursion provider or the limits of the Athens Convention which ever is lower. There shall be no liability for monies or valuables.
- 34     **MINORS** Minors on the vessel are to be supervised and accompanied at all times by their parent or guardian and are not allowed to stay alone on board if their parent or guardian intend to go ashore. Each parent or guardian will

be responsible for the conduct and acts of the minor and shall indemnify Salamis Lines and the Carrier against all losses, damages and any delays suffered as a result of any child's conduct or action.

- 35 **SMOKING** The Carrier operates a strict smoking policy which must be adhered to at all times .Breach of the policy may result in disembarkation of the passenger at any port in which case neither Salamis Lines Ltd or the Carrier shall have any further liability to the passenger who will be responsible for his or her own repatriation.
- 36 **LUGGAGE** Each Passenger luggage allowance is 23 kilos. Any excess will be charged at the time of boarding at €17.00 per kilo. See also paragraphs 21 to 25 above regarding limitation of liability. You must not put passports, travel documents, money or other valuables in your luggage at any time.
- 37 **GENERAL AVERAGE** The passenger is neither liable to pay general average contribution nor has the right to receive any general average contribution.
- 38 **CURRENCY** The currency on board the Cruise vessel is Euros.
- 39 **INSURANCE** All Passengers are recommended to have travel insurance to cover loss and or damage to luggage, travel delays, cancellations, medical costs, repatriation etc.
- 40 **LAW AND JURISDICTION** Your Contract shall be governed by the Laws of the Republic of Cyprus. Any claim or dispute arising as a result of these booking Terms and Conditions or as a result of your Cruise shall be dealt under the Cyprus Arbitration rules.
- 41 **FINANCIAL PROTECTION** Your Cruise holiday is protected under the Consumer Protection Programme under Cyprus law in the event of Salamis Lines Ltd financial failure. In these circumstances all monies paid by you shall be reimbursed to you.

42    **ADDRESS:**

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