BOOKING CONDITIONS

Seven Seas Cruises S. DE R. L. By and through its agent,

CUSTOMER PROTECTION

We recognise how important it is that the advance monies you pay for your cruise arrangements are secure. The laws and Regulations that govern the protection of these monies is complex and confusing so we have clearly set out below, the arrangements in place in respect of all probable combinations of cruise arrangements that you book with or through us:-

i) Regent Seven Seas Cruises Fly Cruise

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the fly cruise package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 10297 In respect of all cruise arrangements including flights you will receive a Confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. For further information, visit the ATOL website at www. atol.org.uk. The price of our flight inclusive arrangements excludes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is shown as an additional item in our advertised prices.

ii) Arrangements without flights

If you book arrangements that don't include flights, your arrangements will be protected by way of a bond provided by ABTA. This means that, if in the unlikely event of our insolvency, your cruise can't be provided, you will receive your money back or, if your cruise has started, arrangements will be made for you to be able to continue as planned.

iii) 'Cruise only' arrangements as supplier to third party

Where we supply a '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 with whom you book and which are sold to you at an inclusive price. In this situation, your contract for your entire holiday including the cruise and all other such services and arrangements will be with your travel organiser and not us.

That agent will be obliged under The Package Travel, Package Holidays and Package Tours Regulations 1992 to provide financial security for all the monies you pay to it. Your holiday will not be protected by our ATOL or ABTA bond. Instead, you must check that your travel organiser has their own ATOL (if your holiday includes any flight(s)) or other appropriate financial security arrangements to protect all monies you pay to that organiser for your holiday and to repatriate you if already abroad (if applicable) in the event of their insolvency. You should also receive a confirmation invoice issued by the travel organiser showing that they are responsible for providing all elements of your holiday.

In the event of insolvency of the travel organiser before we have received full payment from them for the cruise only element of your holiday, your cruise only booking may be cancelled and we will be under no obligation to provide you with that cruise, or any refund or any compensation. In such circumstances, you should seek compensation from the financial security arrangements (if any) that the travel organiser has made. For further information visit the appropriate websites: www.atol.org.uk or www.abta.com.

TERMS OF THE CONTRACT

These Booking Conditions, our privacy policy, the general information and any other written information we brought to your attention before we confirmed your booking will form the basis of your agreement with Seven Seas Cruises S. DE R.L. ('we', 'us', 'our', 'The Company'). Your booking will be processed by our UK sales agent Regent Seven Seas Cruises UK Ltd who act only as an agent in respect of all bookings. Regent Seven Seas Cruises UK Ltd accept no liability in relation to any contract you enter into or for any services or arrangements you purchase from us or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements.

Please read these booking conditions carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

These Booking Conditions apply only to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you. References in these Booking Conditions to "arrangements" mean such holiday arrangements. English Law will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must be dealt with by the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

Where the context admits, these Booking Conditions supplement or replace the General Information and Terms and Conditions to be found in the ship operators U.S. brochure for these cruise itineraries and shall be incorporated into these booking conditions. In the event of any inconsistency between these Booking Conditions, the General Information and Terms and Conditions to be found in the ship operators U.S brochure these Booking Conditions shall prevail.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- (a) He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- (b)He/she consents to our use of information in accordance with our Privacy Policy;
- (c) He/she is over 21 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

(d)He/she will be responsible for making all payments due to us.

Accuracy of Prices and Brochure details

Important note: the information and prices shown in this brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the brochure information and prices at the time of printing, regrettably errors do occasionally occur. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

1. BOOKING PROCEDURE & DEPOSIT

In order to make a booking, please contact your professional cruise agent or Regent Seven Seas Cruises UK Ltd to take an option on space. In order to confirm a booking a deposit of 20% of the cost of the arrangements is payable plus any additional monies payable for flights or hotels in order to confirm airline seats or hotel rooms.

2. CONTRACT

After we receive your booking, and all appropriate payments, if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we despatch this invoice to the party leader or your travel agent. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

3. GUEST INFORMATION

Please note a Guest Information Form (Document Release Requirement) must be completed and returned within seven days of your booking being confirmed. These forms must be completed as part of the booking process as they contain vital guest information. Failure to complete and return these forms could result in the delay of travel documents being sent.

4. PRICES & PAYMENT

For 2011 & 2012 sailings we offer Free Economy Class air which is: (1) valid for full fare cruise guests (2) applicable to first and second guests per suite only (3) capacity controlled and subject to availability, (4) subject to supplements (5) limited to specific regional airports and airlines. Please enquire at the time of booking.

Bookings made from 1st March 2011 and for sailings commencing with the following dates *VOY28NOV2011, *MAR06JAN2012 and *NAV28NOV2011 and all subsequent sailings: Full payment of the balance is required no later than 90 days prior to departure.

For bookings made prior to 1st March 2011 and prior to the aforementioned sailing dates*: Full payment of the balance is required no later than 70 days prior to departure.

If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 10 below will become payable. You must pay for your arrangements in the currency chosen at the time of booking. For flight inclusive bookings, all monies paid to our authorised travel agents for your arrangements with us will be held on our behalf until they are paid to us or refunded to you.

Our policies and procedures are constantly evolving. At time of printing, all those listed in this brochure were correct. We reserve the right to amend the advertised prices of arrangements at any time. We also reserve the right to correct errors in both advertised and confirmed prices. The Company's prices are based on known costs and projections at the time of printing and it does not expect to have to make any changes. However, the Company reserves the right to change prices at any time up to 30 days before departure to allow for variations caused by a) the exchange rates mentioned in the up-to-date issue of this brochure b) changes in transportation costs, including the cost of fuel and,

c) government action such as changes in VAT or any other government imposed changes; including dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports. Even in these cases, the Company will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and amendment charges). (Any increase will be calculated by reference to the total cost of the variation to the Company divided by its best estimate of the number of guests likely to be affected, so as to arrive at a per capita increase). If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of 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 insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of you're your holiday cost, then any refund due will be paid to you. However, 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 and other protection in place. There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period.

5. INSURANCE

All guests must have adequate insurance cover against cancellation, medical expenses, loss of luggage etc and it is the customer's responsibility to ensure that adequate insurance is taken. We would recommend that you contact your travel agent or an independent insurance broker or expert for details of suitable policies If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

6. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

All guests must possess a full passport, valid for at least 6 months after the end of their holiday. It is compulsory for children to have their own passports. Non-British passport holders should check entry requirements with the countries they will visit during their cruise.

Medical advice changes frequently, and therefore we recommend that guests seek professional medical advice regarding vaccination requirements for their holiday. Please contact NHS Direct on 0845 4647 or MASTA on 09068 224100 or www.masta-travel-health.com/,, and therefore all guests are responsible for ensuring that they conform to passport, visa and vaccination requirements for all countries they will visit during their cruise. Regent Seven Seas Cruises may at certain times deem it appropriate to require the Guest to have specific vaccinations. Details will be advised as soon as possible.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

7. GUESTS WITH SPECIAL NEEDS

Except as set out below, our ships have selected suites designated for guests with physical disabilities. Please contact our Reservations Department for further information. 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 holiday or which may or will affect your holiday 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 on board you must contact our Administration Department at time of booking to provide the dimensions as size limitations may apply and we may not be able to accommodate this request. Certain conditions (for example. use of tenders) may prevent guests with wheelchairs from going ashore at certain ports of call. Guests affected by disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details

8. SPECIAL DIETS & REQUESTS

The Company will endeavour, but does not guarantee, to meet any special diet requirements or special requests that you may have. These should be advised at the time of booking and detailed in writing to the company. Note: "Strict" Kosher meals must be requested at least 3 months prior to departure, call Reservations for more detailed information and prices. Some requests may incur extra charges. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. Unless specifically agreed by us in writing at time of booking, we can not 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

9. BOOKING AMENDMENT

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist you, we cannot guarantee we will be able to meet any such request. Where we can meet a request, all changes will be subject to payment of an administration fee as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable (see clause 10 of these booking conditions). Note: Certain travel arrangements, particularly, name, ship, sail date, category of suite or value of your booking may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. If you make an amendment that results in a reduction in the price of the booking value, the difference in price will be subject to a charge in line with the percentages and timescales detailed in clause 10. For all minor changes, an amendment fee of £100 per person per booking will be payable together with any expenses (such as airline, hotel or any other suppliers charges) incurred by ourselves or imposed by any of our suppliers. Guests opting to deviate their flight will be required to pay a £50 per person fee plus any applicable fare increases fees/penalties charged by the airlines.

10. BOOKING CANCELLATION

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices. We recommend that you use recorded delivery. All tickets issued must be returned together with the notice of cancellation. We are unable to provide refunds for guests failing to comply with clauses 6, 7 and 8 of these booking conditions.

Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling.):-

10a, CRUISE CANCELLATION

PERIOD PRIOR TO DEPARTURE DATE WHEN NOTICE OF CANCELLATION RECEIVED BY THE COMPANY

For bookings made prior to 1st March 2011 or new bookings with departures prior to the below mentioned sailing dates* Cancellation Charges for all Cruises:

Booking date up to 70 days 20% (Loss of Deposit) 25% of holiday price 69 - 30 days 29 - 15 days 50% of holiday price

For bookings made from 1st March 2011 and with effect from the following sailing dates: *VOY28NOV2011. *MAR06JAN2012. *NAV28NOV2011 Cancellation Charges for all Cruises:

Booking date up to 90 days (Loss of Deposit)

89 - 30 days 50% of holiday price 29 - 15 days 75% of holiday price 100% of holiday price 14 - 0 days Cancellation charges are strictly enforced.

10B. ANCILLARY SERVICES CANCELLATION

Pre and Post Cruise Hotel Packages Within 45 days prior to departure	100% fee
Pre and Post Cruise Land Packages Within 60 days prior to departure	100% fee
Pre-Bookable Adventures Ashore Within 45 days prior to departure	100% fee
Shore Excursions Within 36 hours of tour departure	100% fee
Private Transfers 4 days prior to transfer	100% fee
Destination Services Fees On payment of fee	100% fee
Air Fees (Air Supplement Paid) On payment of fee	100% fee

Important Note:

Certain travel arrangements, particularly, name, ship, sail date, category of suite or value of your booking may not be changeable after reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already

Changes of holiday date are subject to cancellation penalties (See clause 9)

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you) providing the replacement satisfies all the conditions relating to the place being transferred, we are notified not less than ten weeks before departure, you pay an amendment fee of £100 per person and meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs.

11. ALTERATIONS & CANCELLATIONS BY THE COMPANY

We reserve the right to withdraw and/or cancel a cruise or cruisetour or to make changes in the itinerary and hotel accommodations whene in its sole judgment, conditions warrant. Arrangements for the holidays are made many months in advance by the Company. Itineraries may change from time to time, both before and after your sailing departs. 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), and deviate from the advertised itinerary at any time. We must also reserve the right to cancel confirmed bookings. However, we promise we will only cancel your confirmed booking after the date on which your final balance is due where you have failed to make full payment on time or as a result of circumstances outside our control/"force majeure" as defined in clause 12 below. Most changes are minor but occasionally, we may have to make a "significant change". Examples of "significant changes" include the following when made before departure: a change of cabin grade to that of a lower official classification for the whole or a major part of your holiday, a change of ship, a change in the length of your cruise by more than 12 hours and a significant change of itinerary missing out one or more major destination substantially or altogether, a change in embarkation or disembarkation port which would significantly affect connecting travel arrangements. In the event of a significant alteration or cancellation prior to departure, the Company will inform you as soon as possible and will offer you the choice of the following options:

- a) (for significant changes) accepting the changed arrangements or
- b) purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- c) cancelling or accepting the cancellation in which case you will receive a full and guick refund of all monies you have paid to us.

If we have to make a significant change or cancel 10 weeks or less before departure, subject to the exceptions below, and in addition to a full refund of monies paid, we will pay you reasonable compensation in the form of a shipboard credit or future cruise credit: We will not pay you compensation where we make a significant change or cancel more than 10 weeks before departure or in the event that (1) we are forced

to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case we will notify you by the deadline specified in the details of the holiday in question. We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. Very rarely, we may be forced by "force majeure" (see clause 12) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation

Please note: where services with a higher price than the original 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 services are offered by us and accepted by you with a higher price than that originally booked with the same itinerary or on the same ship where no additional payment is made by you.

If we become unable to provide a significant proportion of the services 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

12. CIRCUMSTANCES OUTSIDE OUR CONTROL

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, unavoidable technical failure with transport, lawful deviation at sea in response to a distress call or other emergency and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure

BRITISH AIRWAYS

Flying with British Airways means you will receive the highest level of comfort and service. Choose a cabin to suit your budget from World Traveller to the premium economy service in World Traveller Plus with increased space and comfort at an affordable price.

Travel in luxury and choose Club World or First offering you a fully flat bed, more privacy and access to arrival and departure lounges as well as complimentary treatments at the Elemis Travel Spa at London Heathrow T5 (also available at New York JFK Terminal 7). All classes offer complimentary meals and bar service, High Life Entertainment's Audio and Video On Demand (AVOD) offering over 200 entertainment options.





CONTINENTAL AIRLINES

United Continental Holdings, Inc. is the holding company for both United and Continental. The two airlines will operate separately as they begin to integrate key customer services, marketing activities and airport processes during this year.

With the new United, operated by Continental Airlines, Inc., travelling to the Americas is easy.

- Travel Economy Passengers are seated in comfort, no more than one seat from the window or aisle.
- BusinessFirst® Featuring new 180-degree Flat Bed Seats, which are now available on all flights from Heathrow.
- ✓ New BusinessFirst Flat Bed Seat is up to 6'6" (198 cm) long.
- ✓ Audio/Video on Demand with connectivity for iPod, USB port, audio plug-in outlet and universal power outlets with no adapter required.
- ✓ A five-course gourmet menu served with premium wines and Champagne - or opt for the Executive Meal to dine at a time of your choice. Complimentary chauffeur-drive* exclusive checkin and a dedicated concierge offer assistance at both ends of the journey.

*Subject to availability and conditions. iPod is a trademark of Apple, Inc.





13. OUR RESPONSIBILITY

- (1) Subject to these booking conditions, your holiday arrangements will be performed using reasonable skill and care. Also, as long as they were acting within the course of their employment or carrying out work we had asked them to do we will be responsible if our employees, servants or agents fail to perform your holiday arrangements using reasonable skill and care. Please note that it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. If we, or our employees, servants or agents fail to perform your holiday arrangements using reasonable skill and care, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees, servants or agents acts or omissions affected the overall enjoyment of your holiday), we will pay you reasonable compensation.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which results from:
 - (a) the act(s) and/or omission(s) of the person(s) affected;
 - (b) the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - (c) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - (d) an event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care. have foreseen or forestalled.
- (3)The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.
- (4)We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - (a) loss of and/or damage to any luggage or personal possessions and money.
 - The maximum amount we will have to pay you in respect of these claims is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
 - (b) Claims not falling under (a) above or involving injury, illness or

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

Claims in respect of international travel by air, sea and rail, or any stav in a hotel

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel): The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, 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.

- iii) 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.
- (5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions
- (6)Where any payment is made, the person(s) receiving it (and their parent or quardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (7) Please note, we cannot accept any liability for any damage, loss of expense or other sum(s) of any description 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) any business losses.
- (8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to

14 CONDITIONS OF CARRIAGE

You agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on your journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract. Copies of the Conditions of Carriage of any carrier may be available from our Head Office by arrangement, though reference to and a summary of them will be contained on or with the carriers' tickets

which we send you when you have paid for your holiday in full. Carriage by Sea is operated by Seven Seas Cruises S. DE R.L. whose vessels are registered as follows: M/S Seven Seas Navigator is registered in Bermuda, M/S Seven Seas Voyager is registered in the Bahamas, and M/S Seven Seas Mariner is registered in the Bahamas, on behalf of Regent Seven Seas Cruises Inc, 1000 Corporate Drive, Suite 500, Fort Lauderdale, Florida, 33334, United States of America.

15. EXCURSIONS, LAND TOURS, LECTURES & PERSONALITIES

Excursions or other tours that you may choose to book or pay for whilst away are not part of your contract for a package holiday provided by us. All such shore excursions and land tours are operated by independent contractors and we act only as an agent in booking them even where we suggest or recommend a particular supplier and/or feature such excursions in our brochure and/or assist you in any way in booking them. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We shall not be liable for any loss, injury, death, damage or misrepresentation, including but not limited to, loss of enjoyment, disappointment or distress for changes to, or cancellation of any shore excursion or land programmes that do not form part of your fly cruise package booked with us. These independent contractors may impose additional limitations of liability in their own booking terms and conditions which are available from us on request. Shore excursions are capacity controlled based on first come first served basis. A supplement will apply on 'Regent Choice' excursions. Requested excursions may not be available at time of booking. Some optional pre- and/or post- cruise land tours, shore excursions or special events are subject to cancellation if a minimum number of participants is not achieved. Guest lecturers, hosted cruises and entertainers are subject to change and/or cancellation without notice.

16. TRAVEL ARRANGEMENTS

The Company has made arrangements with airlines and hotels that provide services for our optional travel arrangements. Where the hotel is specified you will be booked into this hotel or one of a similar standard. The prices shown may be revised upwards or downwards at any time prior to confirmation. All flights and land arrangements are confirmed upon receipt of appropriate monies. No allocations are held, Guests are booked onto the scheduled services of IATA carriers. Full details will be given on the invoice once known. Any deviations from the published package should be advised clearly in writing. Air Prices are available flying from London or your preferred Regional airport where possible.

17. FLIGHTS

We offer Free Economy Class air which is: (1) valid for full fare cruise guests (2) applicable to first and second guests per suite only (3) capacity controlled and subject to availability, (4) subject to supplements (5) limited to specific regional airports and airlines. Please enquire at the time of booking. We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as we become aware of this. The carrier(s), flight timings and types of aircraft shown and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched and therefore we recommend that all guests contact the applicable air carrier directly at least 72 hours in advance to reconfirm flights and baggage allowance/fees. Any change in the identity of the carrier(s). flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges. Guests opting to deviate their flight will be required to pay a £50 per person fee plus any applicable fare increases fees/penalties charged by the airlines Airline tickets can only be issued upon receipt of full payment. Guests are required to provide certain information to the airlines; including passport information and home/destination address details. Please refer to the airlines website. Failure to provide this information at least 72 hours prior to your flight may result in complete cancellation of your air schedules.

Please note the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm detailing air carriers that are subject to an operating ban with the EU Community. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from us. Your rights to a refund and/or compensation from us are set out in clause 11 above If the airline does not comply with these rules you should complain to the air transport users council on 0207 2406061 www.auc.org.uk . This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of their return flight. It is the guest's responsibility to check their baggage allowance for all flights as they may differ. It is also the guest's responsibility to check the departure and arrival terminals on all flights.

In the unlikely event you have a reason to complain whilst away, you must immediately notify the General Manager on board 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 you must write to us no later than 28 days from the end of your holiday. Failure to notify us within this time may mean that the matter can not be properly investigated or rectified and this may affect your rights. We regret we cannot accept liability for any complaints or claims which do not involve death, personal injury or illness, if you fail to notify the complaint or claim in accordance with this clause. Any dispute, between us, which cannot be settled by agreement, may be referred to the Conciliation Service operated by the Passenger Shipping Association (PSA). The Conciliation Service is free for you to use. It is not available where the claim solely or mainly concerns physical injury or illness. Other conditions also apply. For further details, visit the PSA's website at www. the-psa.co.uk. If you do not wish to use the PSA's Conciliation Service or the dispute is not resolved as a result of using the Service, you may wish to re-submit your claim using the ABTA arbitration scheme as below

We are a member of ABTA, membership number Y3266 We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract, Further information on the code and arbitration can be found at www.abta.com.

The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the independent Arbitrators within thirteen months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

19. DATA PROTECTION ACT 1998

Information provided by you to us in connection with your booking(s) will be held by us, in accordance with the Data Protection Act 1998 and our Privacy Policy available on our website at www.rssc.com accessible from the home page. It will be used for reservations, booking, ticket issue and marketing. You may have a copy of the personal information held about you by writing to RSSC, Beresford House, Town Quay, Southampton, SO14 2AQ. The Company reserves the right to make a charge for supplying you with this information which at the time of printing this brochure amounts to £10.

20. BROCHURE VALIDITY

You must ensure that you are using an up-to-date brochure when you book your holiday. We cannot accept any liability whatsoever for any mistakes and/or any incorrect/inaccurate information which results from the use of an out of date brochure.

21. REFUSAL OF 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 a danger to yourself or a danger to others or behave in such a way as to cause or 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.

All information herein is correct at time of going to print. Revised 1st April 2011.

Beresford House, Town Quay, Southampton SO14 2AQ Reservations: 023 8068 2280 | Fax: 023 8083 9150 www.rssc.com









GENERAL INFORMATION

ADVANCE PASSENGER INFORMATION

The governments of many countries require airlines to collect Advance Passenger Information (APIS) from all passengers prior to travel, and in future this information will be passed to the UK authorities. It is compulsory that you provide APIS details in advance of going to the airport by visiting the individual airlines website and entering the details. It is important that the information provided is accurate so you pass through immigration on arrival in these countries without delay. Passengers who do not give the information to the carrier are unlikely to be allowed to travel. For further information please visit http://www. ukba.homeoffice.gov.uk/managingborders/technology/eborders.

BAGGAGE & VALUABLES

Please make sure that all valuables 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 checked luggage. The amount of personal luggage on our vessels is not limited, but airlines do have limitations and strict guidelines on the weight of checked and carry-on luggage. Excess luggage fees may apply. Guests are strongly encouraged to contact the airlines directly. RSSC is not responsible for excess baggage fees, damaged, misplaced, or lost baggage or other personal property of Guests. Each suite is equipped with a personal safe. RSSC is not responsible for any personal articles such as money, jewellery, came binoculars, documents or any other items which you retain personally or in your suite.

BENEFICIAL EXCHANGE RATE

Fares shown herein are based on a beneficial exchange rate, fixed until 30 June 2011. To receive preferential fares based on this rate of exchange guests must book before 30 June 2011.

CHILDREN

No person under the age of 21 may travel in a suite alone. If the adult accompanying the child is not a parent, a 'Parental Consent Guardianship Form' must be signed by the parent or legal guardian and received by RSSC prior to sailing. RSSC reserves the right to restrict the number of children onboard. Children under the age of 12 must be accompanied at all times on the cruise by a responsible adult while on board ship. Our Club Mariner programme is designed for age groups 5-8, 9-12 and 13-17, and is supervised by specially trained counsellors. Club Mariner is available on select sailings only. Please ask your travel professional for details. Given the fact that our medical facilities onboard are not equipped to handle neo-natal care we are unable to accommodate infants under the age of 6 months (unless Medical Waiver is completed at time of booking). Babysitting services cannot be arranged in advance nor are guaranteed. Charges will apply.

CLOTHING SUGGESTIONS

Aboard ship, attire ranges from casual to formal optional. Casual wear is appropriate for day time on board ship, or ashore, and consists of resort-style outfits. Casual wear, including shorts and leans, is not considered appropriate after 6:00 p.m. Full details of the dress code for each cruise will be sent with the cruise tickets and information pack and may be found on our website www.rssc.com on the Itinerary tab of the individual voyages. Evening dress code falls into two categories. Elegant Casual wear includes skirt, or slacks (no jeans) with blouse or sweater, pant suit or dress for ladies; slacks (no jeans) and collared shirt for gentlemen. Sports jackets are optional. While Elegant Casual is always appropriate, during Formal Optional evenings featured on longer cruises, quests may opt for a more formal choice of clothing including gowns and cocktail dresses for ladies; tuxedos, dinner jackets or dark suit with tie for gentlemen.

COMMON INTEREST GROUPS

From time to time we may invite various affinity groups of people onto our ships. Affinity groups are people with shared interest who choose to travel together. This may include dates when you are sailing with us. Although we envisage that this will not affect the overall normal day to day operation of the ship, there may be occasions when certain facilities are unavailable to you whilst these groups are onboard.

CRUISE PRICES INCLUDE

Suite accommodation for chosen cruise • Return economy flights • Transfers • Shore excursions (select Regent Choice tours subject to a supplement) • All onboard gratuities • All meals, in-suite dining and 24-hour room service • Drinks and beverages including selected wines, spirits, champagne and beer throughout the ship • All soft drinks, bottled water, tea and coffee • Butler service (C-MS categories) • Gratuities • Governmental fees, handling and security charges.

Regent Seven Seas Cruises requires that all payments made on board to the company shall be in U.S. dollars, the official currency aboard our ships. We operate a 'cashless system'. At the time of embarkation, we request a confidential registration of an accepted credit card. The night prior to your final disembarkation from the ship, a detailed statement of your shipboard charges for on board services and products will be delivered to your stateroom. All such charges must be paid in full by cash, traveller's cheque or accepted credit card (Visa, MasterCard, American Express). When in major ports of call, local bank representatives may be on board to convert U.S. dollars to local currency for your convenience. In certain ports of call, due to local regulations, the ship purser's office will not be able to exchange foreign currency for U.S. dollars.

CUSTOMS & IMMIGRATION INSPECTIONS

On returning from your cruise, all baggage is subject to inspection by local customs officials.

ELECTRICAL APPLIANCES

Both 110 (US) and 220 (European) volt electric current are provided on board. Each suite is equipped with a hair dryer and a DVD player.

EMBARKATION/DISEMBARKATION

Although suites will not be available until 15.00 the ship is ready for embarkation between 12.00 (noon) and 13.00 but no later than two hours prior to the time of sailing. For disembarkation, Guests should plan on vacating their suites shortly after the scheduled arrival time. Cruise-only Guests should not schedule flights home prior to four hours after disembarkation.

GRATUITIES & TAXES

Gratuities are not expected on board; they are included in your cruise fare for all Regent employees. Port taxes and security charges are included in your cruise fare. These taxes and/or fees are subject to revision based on governmental actions and will be reflected on your

GUARANTEE (GTY) BOOKING

We may (at our discretion) offer you the option of making a 'Guarantee' (GTY) booking. This means you may book a suite of a guaranteed minimum category type, (specified by us prior to booking) on your chosen ship. However, the exact location of the suite on the ship will be allocated by us (at our discretion) and at any time up until checking in at the port. Once your GTY suite has been allocated to you we are unable to accept changes requested by you. If you have a specific requirement, or suite location we suggest you do not book a GTY. Please note: If you book multiple segments there is a possibility that you may be allocated different suites on each segment of your cruise, therefore necessitating the need to move between suites on the changeover day between your consecutive seaments

LAUNDRY/VALET SERVICES

On board laundry and valet services, including pressing and dry cleaning, are available with a charge and may be arranged through your Steward or Butler, Self-service laundries including irons and ironing boards are located on select guest decks on all our vessels.

MEDICAL FACILITIES

The medical centre on board ship is designed to provide medical care for certain temporary illnesses and accidents. This facility is not intended or capable of providing ongoing treatment of pre-existing medical conditions. Any such special requirement or need for health services aboard ship must be cleared in writing with RSSC before final booking(s) will be accepted. The ship's licensed and registered doctor and nurse are on 24-hour call for professional and emergency services, which are available at customary charges. For Guests requiring oxygen equipment, an oxygen concentrator is the only form of oxygen equipment allowed aboard ship, and must be provided by the guest. RSSC wheelchairs on board are for emergency purposes only. There is a charge for all medical services and adequate travel medical insurance is strongly recommended. Charges must be paid onboard ship and claims for reimbursement should be directed to your travel insurers

OPEN SEATING

You can dine whenever, wherever and with whomever you choose during regular dining hours. In our speciality restaurants reservations are required.

OPTIONAL HOTEL STAYS & LAND PROGRAMMES

RSSC offers Guests the option to purchase hotel stays or land programmes. You may extend your stay in your port of embarkation or disembarkation or opt for an exclusive package. The prices include room, tax, service charges, full breakfast, porterage, local hospitality service and transfers as applicable. Please note these rates do not include early check in or late check out, unless otherwise indicated. One night or additional nights accommodation may be purchased to ensure early check in for guests arriving early on flights. Late check out may be arranged and paid directly to the hotel on a space availability basis. RSSC reserves the right to substitute hotels

SHIP-TO-SHORE COMMUNICATIONS

If you need to keep in touch with home all our ships feature state-of-theart communications equipment. You can telephone, send and receive faxes or e-mails for a nominal fee. Phone rates average approximately \$6.50 per minute. Worldwide cell service is also available on all ships when in port. Billing will be via your existing provider. Please check rates to ensure your existing plan offers international roaming. Wi-Fi hotspots are also in place. Club.com, our specially designed internet café offers an instructor to help you use the facilities and media classes aimed at all levels in our Learning Centre.

SINGLE SUPPLEMENT

Single supplements are available upon request; please telephone for your personal quotation.

SHORE EXCURSIONS

Shore Excursions may be reserved online 180 days in advance of sailing and up until 7 days prior to departure. To do so, please create an account via the My Account section of our website www.rssc.com and access the Book Excursions link for your cruise via the Booked Cruises tab. Free unlimited shore excursion programmes are capacity controlled, based on a first-come first-served basis. Once maximum capacity is assigned the excursion will no longer be available. Requested excursions may not be available at time of booking. Supplement will apply on 'Regent Choice' excursions and excludes 'Private Arrangements' and 'Adventures Ashore' programmes. Credits will not be provided if guests choose not to take or cannot take advantage of this amenity. Children in the 'free' child programme do not qualify for free shore excursions. Tours may be cancelled if minimum participation levels are not met. Shore excursions are subject to availability and may be withdrawn or, change at anytime. Further restrictions may apply.

SMOKING POLICY

While we will always give smokers a warm welcome on our ships, we also recognise the need to restrict where smoking is permitted so as not to cause discomfort or provide a health or safety hazard for the majority of our Guests who do not smoke. Although smoking is prohibited in ALL suites, staterooms and private balconies, there are multiple areas on each vessel where smoking is permitted. Failure to comply with our smoking policy will result in guests being asked to leave the ship at their expense, without refund or credit for the unused portion of their cruise. Please visit www.rssc.com for further information on our smoking policy.

SPECIALITY RESTAURANTS

Dinner reservations in our Speciality restaurants may be made online 75 days prior to sailing up until 7 days prior, through the 'My Account' section of www.rssc.com.

SYSTEM FOR TRAVEL AUTHORISATION (ESTA)

ESTA is an automated system used to determine the eligibility of visitors to travel to the United States under the Visa Waiver Programme (VWP) and whether such travel poses any law enforcement or security risk. To apply for authorisation to travel to the United States under the VWP, travellers will log on to the ESTA web-based system and complete an application online providing the biographical and eligibility information required on the paper I-94W form. To qualify for the ESTA authorisation process, please log on to the ESTA website at https://esta.cbp.dhs.gov/ esta/esta. The airlines will be ensuring that the ESTA information has been completed at check-in. Guests will need to bring a printed copy of their ESTA receipt.

NOTE: RSSC assumes NO RESPONSIBILITY for the lack of required documentation.

VISA & HEALTH REQUIREMENTS

Guests should be aware that failure to present required visas and original health certificates prior to embarkation will result in denial of boarding the vessel. Guests may also be denied boarding by the airline for international flights to the port of embarkation without proper documentation. Guests who have booked pre and/or post Land Adventures that require individual visas and or original health certificates will be denied participation without the proper documentation.

WAITLIST

Should the voyage of your choice be unavailable, you may ensure a position on a waitlist for that voyage by making a deposit which will be applied toward your voyage deposit requirement and/or final payment should a suite become available. If a suite becomes available and you choose not to reserve, or should no suite become available, your deposit

WEBSITE

Our website www.rssc.com, provides a wealth of information including deck plans with views of all suites, current fares and special savings offers. Search for your next voyage by destination, by ship or by date, then browse by detailed itineraries. You can create your own account, add all your booked cruises and any favourites, update your guest information, APIS, book shore excursions and dining ahead of time.

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