

OrientLines: Terms & Conditions

Terms & Conditions

The following provisions apply to the booking of your CruiseTour and are the terms and conditions that apply upon the acceptance of your deposit by Orient Lines. They also cover Orient Lines' air travel arrangements made as part of your CruiseTour and the land tours packaged with cruises offered by Orient Lines. This is neither an offer or a contract of, carriage except that by making a reservation and paying your deposit, you agree to be bound by the provisions contained herein and to accept the terms and conditions of the Orient Lines Passage Contract (cruise ticket), a copy of which may be obtained from your travel agent or Orient Lines. The provisions herein contain important information on cancellation by the passenger or by Orient Lines, changes in the itinerary, the limitations and exclusions of liability on the part of Orient Lines, the operators of the Orient Lines vessels, and of independent contractors, health and immigration requirements that are your responsibility, and other relevant terms and conditions. You must be a resident of the US or Canada to book your cruise from this brochure. The terms and conditions that apply to residents of other countries are available upon request.

Reservations and payments

Travel agencies provide valuable service and counseling when planning CruiseTour vacations to exotic parts of the world. We encourage you to make your Orient Lines reservations with a travel agent who understands your individual needs. Your entire trip can be reserved with just one phone call. Travel agencies are not appointed by Orient Lines. They act as independent agents selected by you to act on your behalf and are therefore deemed to be agents of the passenger.

Deposits and final payment

The per person, per cruise deposit required to secure your reservation is \$500 and must be received within 7 days of booking. A second deposit of \$500 per person, per cruise is required 120 days prior to the scheduled sailing date. The balance is due no later than 60 days prior to sailing, together with passport details and dining room requests. American Express®, Diners Club®, Discover/Novus®, MasterCard®, Visa®, travel agency checks and personal checks are accepted for deposits and final payment.

Passengers who do not make second deposits or final payments at appropriate times may be subject to cancellation without notice. In most cases, we are able to provide you with travel documents, including your Passage Contract and airline tickets (where applicable), approximately 30 days prior to sailing. Travel documents are issued only after final payment and passport details have been received by Orient Lines. Once we have received your deposit or full payment, the cruise rate is secure except in the event of substantial increases in operating costs, tariffs or taxes prior to the sailing date. In such cases, we reserve the right to add a surcharge.

Cancellation policy

A full refund will be made when written notice of cancellation is received by Orient Lines at least 120 days prior to the scheduled sailing date. Passengers who cancel after that date for any reason, including medical reasons, are subject to the following cancellation fees per person:

Duration of cruise	5-7 days	8+ days
119-90	days	\$50 \$100
89-60	days	\$200 \$500
59-30	days	25% of the fare*
29-15	days	50% of the fare*
14	days or less, or no-show	100% of the fare*

*Fare is defined as the cost of any cruise, land or air element purchased from Orient Lines.

Voluntary or involuntary termination by the passenger of a CruiseTour in progress will result in no refund. Cruise contracts are non-transferable. Name changes and departure date changes are considered reservation cancellations and are subject to the above cancellation fees.

Optional insurance

Orient Lines strongly encourages all passengers to purchase travel insurance. We offer an attractively priced policy, which is automatically issued to you and included in your bill unless you declined coverage at the time of booking. Please note: in order for the insurance to be effective at time of deposit, Cruise Protection Premium must be paid in addition to the deposit.

Change charges

Changing your itinerary after reservations have been made may have disadvantages. To cover administrative costs, a charge of \$75 per person to \$225 per person will be made each time you request a change in your travel arrangement within 60 days of departure. Air changes between 60 - 45 days prior to scheduled flight departure date will be charged \$75 per person. Air changes made within 44 days prior to scheduled flight departure date will be charged \$225 per person.

The passenger is responsible for costs incurred as a result of such changes. In addition, no refund will be made for unused or partially used portions of the air/land/cruise package. Once airline tickets are issued, any changes resulting in additional costs are at the passengers expense. Any cancellation fees imposed by the carrier will be deducted from your refund. Airline tickets cannot be changed on board ship. Change charges are not assessed for stateroom upgrades or for the addition of services, unless air reservations are altered and/or travel documents must be reissued.

Air transportation

Orient Lines does not operate, control or supervise any airlines and will not be responsible for carriers failing to meet schedules whether or not air tickets were issued by Orient Lines. For the avoidance of doubt, we will not be responsible for any expenses or consequences resulting from, including, but not limited to, inclement weather, strikes, flight cancellations, changes/delays in the ship's schedule or a change/delay in schedule or routing made by a passenger, travel agent or airline. Air transportation is based on scheduled or charter service and is subject to availability and change without notice. Air add-ons are also subject to change without notice.

Orient Lines reserves the right to select the airline and routing from each city, which may not in some cases be the most direct. In the event Orient Lines' air arrangements necessitate an overnight stay, we will only be responsible for hotel room accommodations and transfers. Air upgrades do not apply to all flight segments; inquire at time of booking. Specific air routings will be determined approximately 35 days prior to sailing. Passengers traveling with passengers from other gateways may not be routed on the same flights. If an airline ticket issued in conjunction with Orient Lines' air program is lost, the passenger is responsible for the cost of replacement. Airline tickets are refundable only to Orient Lines. Orient Lines will determine the amount of any refund due.

Independent air arrangements

In addition to the above limitations, Orient Lines will have no responsibility, financial or otherwise, in regard to air travel arrangements made by others including those related to the use of frequent flyer, non-refundable and other restricted travel tickets. This exclusion of liability by Orient Lines includes the consequences to independently arranged air travel that may result from last-minute changes in the embarkation and debarkation ports, cancellation of tours, and delays in arrival at the departure airport (see the Passage

Contract for more details of these exclusions from liability). No airport transfers can be provided for passengers using independently arranged air travel. The travel insurance policy should be checked in regard to its coverage of such independent air arrangements. Passengers who elect to make their own air arrangements in conjunction with their CruiseTour should allow for delays and misconnections in their plans.

Baggage policy

A reasonable amount of clothing and personal effects may be taken on board the ship without charge. For your own comfort and convenience, we recommend no more than two suitcases per passenger. Those on motorcoach tours should bring no more than one suitcase per person plus hand baggage. Please note that airlines may refuse to carry excess baggage or may charge additional fees based on the size, weight, or number of pieces of baggage carried aboard their aircraft. We recommend that you contact your airline for current baggage policies.

Porterage is included at the pier on embarkation and disembarkation. Please ensure your luggage is labeled with your name and cabin number, as your bags will be taken directly to your stateroom. Hand or unlocked baggage, travel documents, breakable items,

medicines, and valuables should be carried personally. Orient Lines strongly recommends baggage insurance. The liability of Orient Lines for lost or damaged baggage commences only when the baggage arrives alongside the vessel and is strictly limited as provided in the Passage Contract.

Hotels, excursions and land tours

The land packages contained in the brochure can only be purchased in conjunction with Orient Lines' cruises. Orient Lines reserves the right to assign your hotel based on pre-reserved space at hotels listed in this brochure. Hotels are determined by the cabin category purchased. Special upgrade promotions are limited to shipboard accommodations only. Certain land packages and excursions will not operate without a minimum participation, and others may have a maximum capacity. The sequence of escorted land tours may vary from the brochure. If, for any reason, a hotel, sightseeing or entertainment feature is canceled or otherwise unavailable, Orient Lines reserves the right to cancel, make substitutions or omissions and is under no obligation except that in the event of cancellation you will receive a full refund of any payments received for that service. Shore excursions are included on many itineraries detailed herein. No refunds will be made to passengers who elect not to partake in included shore excursions.

Passengers with special needs

Marco Polo is equipped with limited medical facilities and staffed by a physician and registered nurse, and whenever possible, Orient Lines will try to accommodate passengers with special needs. However, the following conditions apply:

Medical Situations: Any physical disability or medical condition that requires special treatment or medical apparatus must be reported to Orient Lines Reservations Manager in writing along with the first deposit, which is due at time of booking. These include but are not limited to wheelchairs, oxygen therapy, dialysis, service animals, etc.

Pregnancy: We will not accept reservations for women who will have entered their 24th week of pregnancy by the time their travel with Orient Lines concludes.

Wheelchairs: Passengers confined to wheelchairs must provide their own collapsible chair and may find certain areas of the ship inaccessible. Please note that in staterooms aboard Marco Polo there is a 2" to 12" riser to bathrooms except in wheelchair-accessible staterooms, where bathroom doors are 33 1/4 inches wide. Some ports require tenders to go ashore and conditions may preclude a wheelchair passenger from leaving the vessel; this decision must be made by the ship's captain and is binding.

Orient Lines has the right to refuse or revoke passage to anyone who, in its judgement, is in a physical or mental condition unfit for travel, or who may require care beyond that which Orient Lines can provide.

Responsibility

The responsibility of Orient Lines, the operators of the Orient Lines vessel, is strictly limited according to the terms and conditions set forth in the Passage Contract that you will receive prior to embarkation. You are urged to read the Passage Contract carefully. A sample is available upon request and can be inspected at any Orient Lines' office. Transportation on board ship is provided solely by the ship operator and pursuant to the Passage Contract. Orient Lines reserves the right to decline to accept or retain any person as a passenger for any reason.

Orient Lines is not to be held responsible for any act, event or omission during the time passengers are not aboard the Orient Lines vessel. Orient Lines acts only as agent for the supplier of the other off-ship services such as airlines and other off-ship transportation carriers, meals, shore excursions, accommodations, air ambulance and shoreside physicians featured in this brochure.

Passengers agree not to hold Orient Lines, its owners, agents or representatives liable for any loss, injury, expense or damage which results directly or indirectly from any act or omission, whether negligent or otherwise, of any third party person or firm which is to, or does, provide goods or services in connection with the trip or any available option.

Without limiting the foregoing, Orient Lines shall have no liability to passengers for the quality of services at, and the condition, cleanliness or safety of, a hotel, housing facility or conveyance, or for any transportation delay, including but not limited to liability for inconvenience, shortened vacation time, additional expenses, or any other kind of damage. Orient Lines expressly disclaims all responsibility of any nature whatsoever for any loss, damage or injury to property or person resulting from air, rail or motorcoach transportation.

Cruise cancellation and itinerary changes

Orient Lines reserves the right to cancel, advance or postpone any cruise at any time prior to the scheduled sailing date and Orient Lines' sole responsibility in the event of cancellation is to provide you with a full refund of any payments received. In addition, situations may arise which, in the opinion of Orient Lines, make it necessary to change itineraries or make substitutions or omissions, involving hotels, restaurants, ports of call, other travel components, vessels or other modes of transportation, whether before or after the sailing of the vessel, without previous notice to the passenger.

If this should occur, Orient Lines does not assume responsibility or liability for any losses, inconvenience or expenses incurred by passengers as a result, except as detailed in the Passage Contract. Orient Lines is not required to make refunds once travel commences regardless of the reason for a passenger being unable to complete their travel.

In the event of changes in the itinerary, no partial refunds will be made and, if by action of government or port authorities the related costs are increased, Orient Lines reserves the right to pass along such increase.

Safety and Security

Orient Lines visits a large number of ports in numerous countries around the world. At any given moment there are likely to be "trouble spots" in the world in terms of crime and/or war or terrorist actions. Accordingly, it may be necessary to change the published cruise or shore excursion itinerary. Any such changes are for your safety and beyond Orient Lines' control. While Orient Lines endeavors to provide reasonable protection for your comfort and safety on board its ship, Orient Lines cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Orient Lines reminds all passengers that they must ultimately assume responsibility for their actions while ashore.

The U.S. Department of State, the Canadian Consular Affairs Bureau of Department of Foreign Affairs and International Trade and other similar government agencies regularly issue advisories and warnings to travelers giving details of local conditions in specified cities and countries according to the agency's perception of risk to travelers. Orient Lines strongly recommends that passengers and their travel professionals obtain and consider such information when making travel decisions.

Important notice

This information replaces any previously published, and is subject to change without notice. Every effort has been made to produce this information accurately. Orient Lines is not responsible for any typographical errors and reserves the right to correct errors. If cost factors dictate the need for fare increases, Orient Lines may do so prior to departure and without notice. Except as otherwise contained herein, fully paid or deposited passengers will be protected at these published fares.

Applicable Law and Forum

Any and all disputes or matters whatsoever incident to, arising from or connected with the Orient Lines Passage Contract or your cruise shall be governed by English Law. Furthermore, all disputes and matters whatsoever incident to, arising from or connected with this Orient Lines Passage Contract or your cruise, including, without limitation, personal injury, illness or death, shall be litigated, if at all, by you individually and not as a member of any class against Orient Lines before the High Court of Justice located in London to the exclusion of the courts of any other country, state, city or county. Passenger hereby waives any venue or other objection that may be available to any such action or proceeding being brought in said court. The limitations set forth in this Section shall also apply to, and be for the benefit of, any agents, independent contractors, concessionaires and suppliers of Orient Lines.