

HERITAGE LINE TERMS & CONDITIONS

Please find hereafter our official terms and conditions including our carrier terms

Updated 30 May 2024

1 Contract Applicability

These terms form the basis of the contract with you and Heritage Line and are applicable to all cruises and ships of Heritage Line for Free Independent Travelers (FIT restrictions apply) when making a booking with us. Please read these terms carefully as (subject to any amendments which, from time to time, can be made between Heritage Line and you) they set out your and our respective rights and obligations. References to 'you' and 'your' include any third party making a booking with us and/or the first named person on the booking ('Lead Passenger') and all persons on whose behalf a booking is made or any other person to whom a booking is added or (if permitted by these conditions) transferred. In these conditions, references to 'we', 'us' or 'our' shall to be Heritage Line.

These terms and conditions also apply where bookings are made via any travel agent (reseller third party). Some of the services which make up your entire trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of our agreement with you. In any other event of any inconsistency between these conditions and/or any third party conditions and/or International Convention, these conditions shall, to the extent permitted by law, prevail.

Your booking may also include additional terms and conditions applicable to special offers with specific terms to it issued (e.g. offers, promotions, (package) tours market or sold by us) . Please note that the itinerary does not form part of the contract.

2 Acceptance

By accepting a confirmation and paying a booking or a deposit, you confirm to have read, understood and accepted our terms and conditions. If you have received a booking confirmation by us and do not object in writing within a reasonable time (up to max. 72 hours) to it, you accept the booking and the booking is confirmed. If you make a booking on behalf of any other person, you represent to us that you have their authority to make the booking on their behalf and to legally bind them to the terms of the contract, including the conditions. Each reference to "You", "Your", "Guest" or "Passenger" means the person who makes the booking and each other person covered by the booking. Heritage Line may modify these terms from time to time and publish amended version on our website. Only those terms currently visible on our website are up to date and valid at the time of cruising. However, modification shall not adversely affect the main provisions of a booking agreement such as terms of payment or termination of services. Such changes take places with prior notifying the customer and – if not clearly rejected – are treated as accepted.

3 Meaning of Words

"Booking" means the booking you have made with us for a cruise or (package) tour/trip. *"Booking Deposit"* means a booking deposit in an amount which we have notified you before you make a

booking; *"Confirmation"* means a confirmation of your cruise, (package) tour/trip you have made with us stating clear dates and other details. *"Contract"* means the contract with the terms and conditions hereunder a booking is made directly with us or with a travel agent. *"Cruise"* means a cruise itinerary constituting or forming part of your cruise or (package) tour. *"Departure Date"* means the scheduled departure or starting date of a cruise or a (package) tour/trip set out in our confirmation to you. *"Force Majeure"* means any act of God, war, terrorism, fire, flood, or any other extreme weather conditions. Details hereto see in these terms. *"Guest Contact Details"* means your contact details which you have provided to us (or via a travel agent on your behalf) at the time of making a booking, as amended by any written notice in accordance with our terms and conditions. *"Itinerary"* means the itinerary for cruise or (package) tour/trip issued by us, subject to any amendments made by us from time to time in accordance with these terms (kindly note that we are not liable for falsely or not updated itineraries issue by any third party). *"Price or Rate"* means the total amount payable by you for a cruise or a (Package) tour including a payment deposit if any. *"Personal Information"* means information about you and any other person for whom you make a booking, including your name, phone number and other contact details, details of your passport, credit card details, and information about your health, medical needs, dietary requirements and any disabilities or other special requirements. *"Service Provider"* means any independent contractor engaged by us to provide a cruise or (package) tour/trip or any part of it. *"(Package) Tour/Trip"* means the (package) tour/trip you have booked with us as outlined in an itinerary issued by us (including as well other travel components then "cruise (kindly note that package tour market by us may be handled via a third party ground management company). *"Terms and Conditions"* means the outlined terms or conditions for a booking contract and the conditions of carriage for a cruise ship. *"Website"* means Heritage Line's website (www.heritage-line.com)

4 Booking & Payment

A booking can be made with us directly or through a travel agent. A booking is only finally confirmed when we have received a deposit or full payment and **a.** the booker has the authority to bind to the contract for all persons named on the booking; **b.** the booker confirms that he/she has read and understood these conditions and agrees (for himself/herself and on behalf of each person named on the booking) to be bound by these terms; **c.** the booker confirms that he/she has read our privacy policy which can be found on our website **d.** the booker confirms he/she is minimum 18 years of age and where making a booking with age restrictions declares that he/she and all members of the party are of the appropriate age.

Subject to availability, a booking will be made with us when you confirm that you would like to accept our written or verbal quotation with its terms and we issue a booking confirmation or confirmation invoice. A binding contract will come into existence as soon as we have issued a confirmation with the details of your booking and the due payment dates which will be sent to you or your travel agent. A payment (deposit or full) must be made not later than the due date stated on our booking confirmation and/or booking invoices. If we do not receive deposit and/or payment required as stated in our confirmation and/or booking invoices in full on time, we reserve the right to treat your booking as cancelled and the cancellation charges set out below will become payable. If you have made a booking through a travel agent, your travel agent should forward your booking deposit or payment to us on your behalf. However, payments by you to a travel agent are not considered to be payments by you to us. Monies you pay to a travel agent for your arrangements with us will be held by that agent on your behalf until Heritage Line has issued a confirmation invoice, after which the agent will have to pay or hold the monies on our

behalf. We will consider payment has been received by us only when we receive payment from your travel agent. For special offers or promotions, we may require payment of a higher or different deposit or full payment of which you will receive notification by us upon your booking request. Special promotion terms are defined on individual promotional collaterals.

4.1 For all Lower Mekong, Upper Mekong, Ayeyarwady & Chindwin cruise-only bookings a 15% deposit payment is required upon confirmation. For all cruise & travel package a 20% deposit payment is required. The balance payment has to be made **90 days prior a departure date (cruise only) or travel date (cruise & travel package)**. For bookings made less than 90 days prior to a cruise or travel date (cruise only & package booking), full payment is required upon confirmation.

4.2 For all Halong Bay & Lan Ha Bay cruise and (package) tour bookings full payment is required upon confirmation.

4.3 For Optional tours (cycling & private shore excursions) on Lower Mekong cruises, guests have to pay together with the cruise booking.

5 Price Accuracy

We make all efforts to ensure that all information and prices both on our website and in any brochures are accurate. However, changes and errors may occur and we reserve the right to correct prices or prices that we determine were erroneous due to printing, electronic, or clerical error (whether displayed by us or travel agents). You must check the price and other details relating to the arrangements that you wish to book before your booking is confirmed. If a booking was made based on erroneous pricing, we will offer the option of cancelling the booking and receiving a refund of any amount paid by you or confirming the booking by paying the difference between the erroneous price and the correct price.

5.1 Reseller (third party) Price Parity

Heritage Line requires 3rd party resellers to respect price parity of prices published on our website (rack or best available prices) at the time of making a booking on behalf of a guest/passenger with Heritage Line. If rate parities are not respected, Heritage Line regards this as breach of contract and reserve the right to cancel the booking with the booking reseller party without any further liability to it.

6 Prices, Inclusions and Price Amendments

Payable prices and fees are available on our website, through individual collaterals or stated in these terms & conditions. Inclusions and exclusions of our cruises and (package) tours are available on our website for each individual cruise or (package) tour. For special offers or promotions inclusions (exclusions) may be altered and if so advertised on the promotional collateral. Unless expressly listed, our cruises and (package) tours do not include airfares; airline taxes or additional optional activities (please read carefully our included service when making a booking). We reserve the right to amend a cruise or (package) tour price at any time before full (final) payment to the extent necessary to meet any increase in costs which occur outside our control, including but not limited to airfares, fuel, government taxes & charges, exchange rate fluctuations, port & entrance fees, or other related costs or tariffs. We will not vary the (package) tour price after we have received full payment, regardless of any increases in the costs incurred

by us. You are responsible for and must pay for all costs and expenses incurred as a result of any change made by you.

7 Rate Specifics

All displayed rates are **per adult in USD, based on double sharing occupancy** unless otherwise specified. Rates apply only for FIT (free individual traveler) and do not apply for group bookings (please contact us for group booking details). Adult cruise rate applies for children aged 12 years and above at the time of travel. For children aged under 12 years, special prices apply for cruise-only bookings (not package tours). Seasonal rates apply per calendar year and are subject to the calendar day of a month of cruise embarkation.

Discounts offered through various promotions in our **offer section** are applied on our publicly advertised prices listed, see **Rates & Departures**. Promotional discounts only apply on cruise rates and are not applicable on any other fees or surcharges. Special booking terms (payment, cancellation) may apply per individual offer stated to each promotion.

7.1 Mandatory Fees & Surcharges

7.1.1	Port	Fees
If not otherwise stated, a mandatory port fee of 75 USD per adult or child, applies for Lower Mekong cruise or (package) tour bookings (subject to change without prior notice).		

For cruise bookings or (package) tours including a cruise on the Central Ayeyarwady, Upper Ayeyarwady or Chindwin River in Myanmar; or on the upper Mekong in Laos; or in Halong Bay or Lan Ha Bay in Vietnam, currently no port fees surcharges apply (subject to change without prior notice).

7.1.2	Entrance	Fees
Halong Bay: A mandatory surcharge of 36 USD per person applies for 1-Night itinerary; and of 45 USD per person applies for the 2-Night itinerary. If not otherwise stated, surcharge applies for cruise-only or (package) tour bookings including a Halong Bay cruise. Entrance fees are subject to change without prior notice.		

Lan Ha Bay: A mandatory surcharge of 17 USD per person applies for 1-Night itinerary; and of 25 USD per person applies for the 2-Night itinerary. If not otherwise stated, surcharge applies for cruise-only or (package) tour bookings including a Lan Ha Bay cruise. Entrance fees are subject to change without prior notice.			
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Other cruise destinations: Entrance fees are included in the cruise or (package) tour price if not otherwise stated in the cruise or (package) tour program.

7.1.3	Peak	Season	Surcharges
A mandatory surcharge on Christmas Eve (24 December) & New Year's Eve (31 December) of 150 USD per adult and 75 USD per child applies for cruise (or package tour) bookings aboard the ships The Jahan & Jayavarman (Lower Mekong); Anouvong (Upper Mekong); Anawrahta (Central Ayeyarwady, Upper Ayeyarwady, Chindwin).			

A mandatory surcharge on Christmas Eve (24 December) & New Year's Eve (31 December) of 100

USD per adult and 50 USD per child applies for cruise (or package tour) bookings aboard the ships Ginger & Ylang (Lan Ha Bay) and Violet (Halong Bay).

7.1.4 ‘Premium’-Suite Surcharges
Halong Bay – Heritage Line Violet: For the two Imperial Suites located on the upper deck in the front of the ship – cabins 201 (*Dragon*) and 202 (*Phoenix*) – a mandatory surcharge of **25 USD per person, per night** applies.

Lan Ha Bay – Heritage Ylang: For the two Regency Suites located on the upper deck in the front of the ship – cabins 203 (*Glory Daisy*) and 204 (*Royal Bamboo*)- a mandatory surcharge of **50 USD per person, per cruise** applies.

7.2 Child Rate (for cruise-only): A child from 5 to 11,99-years-old pays **50% of the cruise rate per person (adult sharing) if staying in a cabin with two adults (sharing existing bed or on extra bed), or 75% of the cruise rate per adult (sharing) if staying in a cabin with one adult (using existing bed)**. Children below 5 years are not allowed on board (unless granted special permission by Heritage Line; please contact us). *Parents are liable for their children – please carefully read our detailed child policy.*

7.3 Third Person in a Cabin (for cruise only): A third person (adult) must sleep on extra bed. An adult sleeping on extra bed pays **70% of the adult cruise rate**. A third person (child) may share bed with an adult or sleep on extra bed (see above for Child Rate). Please carefully review the extra bed restrictions [below](#).

7.4 Solo (Single) Traveler Surcharge (cruise only): Below supplements are applicable for cruise-only bookings (not package tour packages) and apply subject to a cabin category per ship:

7.4.1 Lower Mekong [*The Jahan & Jayavarman*]: A solo traveler surcharge of **50% on cruise rate per adult** (sharing) applies for cruise-only bookings in a *Superior* or *Deluxe* cabin. A solo traveler surcharge of **75% on cruise rate per adult** (sharing) applies for cruise bookings in a *Signature Suite* and *Noble Suite*.

7.4.2 Upper Mekong [*Anouvong*]: A solo traveler surcharge of **50% on cruise rate per adult** (sharing) applies for cruise-only bookings in a *Deluxe & Deluxe Executive* cabin. A solo traveler surcharge of **75% on cruise rate per adult** (sharing) applies for cruise bookings in a *Signature Suite*.

7.4.3 Myanmar Rivers [*Anawrahta*]: A solo traveler surcharge of **50% on cruise rate per adult** (sharing) applies for cruise-only bookings in a *Deluxe & Deluxe Executive* cabin. A solo traveler surcharge of **75% on cruise rate per adult** (sharing) applies for cruise bookings in a *Junior Suite*, *Executive Suite* and *Royal Suite*.

7.4.4 Halong Bay [*Violet*]: A solo traveler surcharge of **50% on cruise rate per adult** (sharing) applies for cruise-only bookings in a *Junior Suite*. A solo traveler surcharge of **75% on cruise rate per adult** (sharing) applies for cruise bookings in an *Imperial Suite*.

7.4.5 Lan Ha Bay [Ginger & Ylang]: A solo traveler surcharge of **50% on cruise rate per adult** (sharing) applies for cruise-only bookings in a *Junior Suite* and *Signature Suite*. A solo traveler surcharge of **75% on cruise rate per adult** (sharing) applies for cruise bookings in a *Regent Suite (Ginger)* and *Regency Suite (Ylang)*.

7.5 Private Tour Guide/Tour Leader: Heritage Line's tour guide services are conducted in English. If a private (local) tour guide or a different language tour guide is required or accompanies the guests, please contact us for detailed prices and policies.

8 Cancellation & Charges

Confirmed cruise bookings must be cancelled in writing (email) and this will only be effective once the written cancellation is confirmed by Heritage Line. Booking amendments must be submitted in writing and will only be effective once re-confirmed by Heritage Line. For promotions and special offers different cancellation charges may apply and are stated on the individual promotion collateral. No refunds will be given for passengers not travelling or for unused services.

8.1 Cancellation charges of cruise-only bookings (regardless of the ship) on the Lower Mekong (Vietnam & Cambodia), Upper Mekong (Laos), Ayeyarwady & Chindwin (Myanmar):

Prior 180 days to embarkation date: No charge (full refund*, please see paragraph 9)
180 – 121 days prior embarkation date: 15% (but not more than max. 300 USD per person)
120 – 91 days prior embarkation date: 15% (but not more than max. 1000 USD per person)
90 – 61 days prior embarkation date: 50%
60 – 31 days prior embarkation date: 75%
30 days – embarkation date: 100%

8.2 Cancellation charges of cruise-only bookings (regardless of the ship) in Halong Bay & Lan Ha Bay:

Prior 45 days to embarkation date: No charge (full refund*, please see paragraph 9)
45 – 31 days prior embarkation date: 20%
30 – 16 days prior embarkation date: 50%
15 days – embarkation date: 100%

8.3 Cancellation charges of cruise & travel package (tour) bookings (travel packages) regardless of the included cruise itinerary or ship(s):

Prior 90 days to departure date: 20%
90 – 61 days prior departure date: 50%
60 – 0 days prior departure date: 100%

8.4 Cancellation charges of optional tours (cycling & private shore excursions) regardless of the included cruise itinerary or ship(s):

For Cycling Excursions, cancellation terms apply as cruise bookings stated in paragraph 8.1

For	Private	Shore	Excursions:
Prior 91 days to departure date:	No charge	(full refund*, please see paragraph 9)	
90 – 61 days prior departure date:			50%
60 – 0 days prior departure date:			100%

9 Credit Card & Bank Fees

Any bank fees (subject to booker bank) or credit card fees (currently 3,5%), regardless of the transaction (payments or refunds), have to be borne fully by the booker. Accepted credit cards: Visa, American Express, MasterCard.

10 Changes / Amendments by You

If the lead passenger or anyone named on the booking wishes to change any part of the booking after a confirmation or invoice has been issued, the booker must inform us by email or in writing as soon as possible. Whilst we will try to assist, we cannot guarantee that we will be able to make your requested change. Where we can meet a request, all changes may be subject to an amendment fee or other extra costs we incur and any costs or charges incurred or imposed by any of our suppliers. Where we are unable to assist and you do not wish to proceed with the original booking we treat this as your cancellation subject to applicable cancellation charges. Please note that certain bookings may not be allowed or possible to be amended after they have been confirmed.

10.1 Changes of a passenger name (by You)
Heritage Line allows replacing one (01) passenger name per room of a confirmed booking until 30 days prior to departure without charge. If this happens to be the lead passenger, it is required to immediately provide new passenger or booker information. Change of passenger names below 30 days until cruise is not possible and cancellation charge apply, if any. This term does not apply for flights if any. cruise & travel packages, or other service booked via Heritage Line where contracting parties are involved. This term also not applies for discounted cruise offers if not otherwise stated in the individual promotional terms.

10.2 Change of a departure date (by You)
Heritage Line may allow amending an original confirmed departure date, subject to other confirmed travel details remaining unchanged. For Lower & Upper Mekong and all Myanmar cruises a one-time change of the departure date at least 121 days prior to originally confirmed departure date is free of charge. For Halong Bay & Lan Ha Bay cruises change of the original confirmed departure date prior to the initial cancellation period (stated under 8.) is possible without charge until 45 days prior to the original departure date. Changing an original confirmed departure date at other times/periods than those stated above are not allowed (regular cancellation charges to apply. Any departure date changes are subject to availability of the same

cruise itinerary and room type. This term does not apply for flights or flight-inclusive trips and is solely subject to the discretion of Heritage Line when applied to special offers or promotions.

11 Changes or cancellation by Us

11.1 before departure of a cruise or travel date of a (package) tour
Though every effort will be made by us to ensure that a cruise or (package) tour is operated by us as confirmed occasionally circumstances may occur before departure of your journey that require us to make a Major Change to or cancellation of your trip. For the purpose of these conditions, the following are 'Major Changes' before a cruise departure or start of your (package) tour, a major change can be described as **a.** the change of a departure date, departure point or destination (except a change of departure point or destination within a 50km radius of the originally intended departure point or destination); or **b.** a change of either confirmed departure time (the departure time displayed on the travel document) or confirmed arrival time by more than 12 hours (5 hours in the case of 1-2 day trips); or **c.** the applicable ship (or suitable alternative boat) not being available; or **d.** necessary change or amendment of an itinerary; or **e.** cancellation of the entire booking. All other changes are not major. Major changes do not include any change to the route and/or stopping points (unless the change amounts to a circumstance within (a)–(d), or substituted excursions (for example, because a particular attraction is closed). If a Major Change (as defined above) has to be made to a trip before departure, we will make every reasonable effort to inform you or your travel agent.

If this happens, you may: **f.** accept any changes we offer; or **g.** (subject in each case to availability), choose to undertake the same trip on an alternative date, or accept an alternative trip with an appropriate pricing adjustment; or **h.** cancel your booking and receive a full refund or booking credit (offered but not limited to covid-19 affected bookings) on the paid amount. Our offer of any of the above shall constitute your sole remedy against us in respect of a Major Change (including any limitation) before departure. In particular, please note that subject to these conditions and any applicable International Conventions, to the extent permitted by law, we shall not be liable for missed connections or any loss or damage caused to you and/or your luggage by the cancellation, non-arrival, lateness, delay or change to your trip or any other service or for any loss or damage consequential upon such cancellation, non-arrival, lateness or delay. A change in departure time will only be compensated once (i.e. we shall not be liable to compensate you separately for late departure and late arrival of the same leg).

11.2 during a cruise or (package) tour
If, after departure and during your journey (at the sole direction of our operation and the captain of the ship), we become unable to provide a significant proportion of a journey, we will make suitable alternative arrangements for you at no extra charge. We reserve the right, without any liability for damages or refund of any kind, to deviate from the ship's advertised or ordinary itinerary or route, to delay, to shorten, advance or lengthen any sailing subject to above stated, to omit or change stopping points, to arrange for substantially equivalent transportation by another vessel and/or by other means of transportation, including without limitation by coach or other land transportation alternatives, whether belonging to Heritage Line or not, and to cause passenger to disembark from the vessel temporarily or permanently. Passenger shall have no claims against Heritage Line in such circumstances. If, for any reason, changing points of embarkation/disembarkation or changing meeting points is necessary, it cannot count as major change for cancelling a booking subject to the clause of major changes.

11.3 Minimum occupancy per cruise departure
In the event that we are unable to provide cruise service or a (package) tour in which a cruise itinerary forms part of your (package) tour to passengers with confirmed bookings or departures **where minimum occupancy has not been reached**, Heritage Line has the right to cancel the cruise or (package) tour. Heritage Line's notice period of cancellation in such events is **30 days** prior to a cruise departure date for **Lower Mekong (Vietnam & Cambodia), Upper Mekong (Laos), Ayeyarwady & Chindwin (Myanmar)**, or **14 days** prior to departure to a cruise departure date for **Halong Bay or Lan Ha Bay (Vietnam)**.

Minimum occupancy requirements per ship on any cruise itinerary or (package) tour which includes any cruise itinerary a Heritage Line ship is sailing:

Heritage Line *The Jahan* or *Jayavarman*: 12 paying adults.

Heritage Line *Anawrahta*: 12 paying adults.

Heritage Line *Anouvong*: 08 paying adults.

Heritage Line *Violet*: 06 paying adults.

Heritage Line *Ginger* or *Ylang*: 08 paying adults.

An alternative cruise itinerary or (package) tour (itinerary, departure date and vessel) will be offered subject to availability. If the proposed alternative price is cheaper than the original booked price, Heritage Line will refund the difference; or if more expensive than the original booked price, the difference will have to be paid to Heritage Line. If the proposed alternative cruise is accepted, the original provided itinerary will be amended accordingly (if applicable) and an updated version will be issued. If the proposed alternative cruise is not accepted within 7 days, Heritage Line will cancel the booking and refund all monies paid to us. Heritage Line does not have any further liability or compensation and we are not liable for any incurring third party costs (for example, airfares or other arrangements).

12 Halong Bay & Lan Ha Bay Bad Weather Policy

Due to ad-hoc weather changes in the Gulf of Tonkin in North Vietnam that may occur in certain seasons of the year, authorities may not allow cruise operation on last minute notice due to national safety regulations. For these unforeseen events Heritage Line has no liability and offers on goodwill and courtesy: **a.** If a cruise has to be cancelled before 11:00 o'clock on the cruising date a full refund will be made. **b.** If the cruise operation is possible only for a restricted time on the first sailing day (up to max. 4 hours sailing) a full refund minus 100 USD person/day is offered. **c.** If a cruise is completed with first day and first overnight and ship needs to return to shore before 10:00 o'clock on the second day a 50% refund is offered. **d.** If a cruise is completed with first day and first overnight (2-Nights itinerary only) and ship needs to return to shore before 18:00 o'clock on second day a 20% refund is offered. For all other circumstances no refund is offered.

13 Change of Cabin Category

Heritage Line shall have the right to allocate and change cabins and berths, and subject to these conditions, to vary any bookings made in respect thereof and to transfer passengers from any such cabins and berths to any alternative ones, provided such allocated cabin and/or berth is commensurate with the class of accommodation passengers have booked.

14 Cruises Particulars

Whether you have booked the cruise via Heritage Line or via a 3rd party (reseller) the following provisions apply: (a) Deck plan: Deck plan, cabin sizes, images, inclusions and layout in any marketing collateral or any website are indicative only and may vary. Heritage Line is not liable for any incorrect or non-updated cruise information by any 3rd party. (b) Cabins: price is based on the cabin category/type. (c) Photography: Our cruises and (package) tours offer some of the most spectacular and beautiful photographic scenery in the world. However, we cannot guarantee that every scene or highlighted feature in a brochure, itinerary or website will be as advertised. No refund or other compensation will be available for any resulting missed scene or photographic "opportunity". (d) Noise, vibration and odour: While the operation crew takes all reasonable steps to minimise noise, vibration and odours on the cruise vessels, you acknowledge and accept that some noise, vibration and intermittent odours may be experienced on vessels, and that we accept no responsibility, and will not be liable in relation to any such noise, vibration or odour. (e) Docking Positions: During port stops, vessels may dock side by side and/or at piers, obstructing views and/or requiring passing through other vessels to embark and disembark, or using gangways or tender boats. You agree and acknowledge that you will have no claim in respect of any such matters. (h) Medical Services: River cruise ships do not carry a doctor on board and outside medical services may be called at your own expense. (i) Shipboard accounts may be paid by credit card, US Dollar or local currency. (j). Internet availability and quality may vary from country to country and day to day while cruising, and can also be affected by technical issues, weather or unfavourable terrain and other factors outside our control. We do not guarantee the availability or quality of Internet connections or services.

15 Sightseeing, Excursions and Special Activities on a cruise or (package) tour

Sightseeing in many historic towns and cities can only be undertaken by walking excursion or sight-seeing as motor coach access is not possible. Consequently, a reasonable level of fitness is required as the sightseeing may involve steps and extensive walking over uneven surfaces. Some excursion or sight-seeing may include (light) trekking with a certain elevation. Please consult with your doctor to ensure that you have an adequate level of fitness and are in good health before participating in these excursions. Additional and optional activities, if any, are subject to availability, seasonal and operational factors. Some activities require a minimum or maximum number of participants to operate. Sightseeing or excursion may also be affected due to ad-hoc bad weather conditions that not allow us to carry out an activity as scheduled. In this case we try our best to replace with another activity but we do not have any liability if a replacement is not possible.

16 Airfare & Transfer Conditions

Our cruises and (package) tours do not include airfares unless otherwise stated. All airfares are subject to availability and airline conditions apply. Our consultant may assist you in booking an appropriate flight or other service when ever possible for us which does not form part of a cruise or (package) tour contract with us. You may book flights via any travel agent. We are not responsible and liable for any flight bookings or flight amendments or consequences that arise through amendments or cancellation of flights by the supplier. Full details and conditions may be

obtained from our reservations consultant or your travel agent in regards to your flight booking. You must ensure your flight details are provided to us on time (see detailed Passenger Information section below). If You miss a flight or any other pre-booked transfer you will be responsible for making your own way to the cruise/(package) tour departure point, at own expense. Unless expressly stated in the itinerary, airport transfers may be group transfers scheduled to coincide with multiple flight arrival and departure times. Private transfers can be arranged at separate cost with service provider and do not form part of the cruise or (package) tour contract. Private transfers are not available in all locations. Please enquire for further details.

17 Complaints

In the unlikely event that you do have a problem during your trip, please inform the cruise management immediately, who will endeavor to put things right. If you suffer any loss or damage to your luggage, please inform us immediately. If your complaint is not resolved locally and you wish to complain further, please send formal written notice of your complaint to Heritage Line's head office within 28 days of the end of your trip (giving your booking reference and all other relevant information). Failure to do so will affect our ability to investigate your complaint and could affect your rights under these conditions.

18 Force Majeure

Except where otherwise expressly stated in these conditions, we will not be liable or pay compensation if our contractual obligations are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to, war, terrorism, threat of war, civil strife, fire, flood, or any other extreme weather conditions, and its consequences or the threat of such activity, riot, labor difficulties, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, chemical or biological disaster, adverse weather, sea, air, ice and river conditions, loss of power, epidemics or pandemics, inability to obtain any necessary license or consent and delays caused by sub-contractors and all similar events beyond our or the supplier(s) concerned control.

In case of a Force Majeure which makes it impossible or prevents fulfilling the booking contract **at the time of travel or within a reasonable period prior to the travel date**, the booking contract may be terminated by either party. Such an event also requires the existence of official announcements by national or international authorities (for example the issuing of travel warnings, declarations of risk or [partial] state of emergency) at the time of travel, within a reasonable timeline prior to the travel date or ceases to exist. In such an event Heritage Line will issue a future credit equal to the amount you paid us (less any non-refundable third-party cost if any). Please note that you will not be entitled to a cash refund. Travel agents or resellers who book on behalf of a guest and have not paid us cancellation charges if any, when terminating a booking contract due to Force Majeure, will not be offered a refund in form of a future credit, unless open charges have been balanced in return.

19 Our Responsibility / Limitation of Liability

We will perform your booking with us using reasonable skill and care and to the extent arrangements are performed by another supplier, select the suppliers of the services making up your booking with us using reasonable skill and care. In relation to arrangements performed by another supplier, we have no liability for the actual provision of those services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Heritage Line includes a third party liability insurance for cruise bookings through insurers that covers cruise related activities following international standards of quality in terms of scope of cover and limit of indemnity. A summary of insurance policy can be provided upon request. If Passenger is injured, becomes ill, or dies, or passenger's property is lost or damaged, or passenger and/or his/her property is delayed, Heritage Line will not be liable to passenger for any damages unless the occurrence was due to the negligence of Heritage Line or willful fault. Heritage Line disclaims liability to passenger under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not the result of physical injury to passenger caused by the negligence or fault of any Heritage Line staff; the result of passenger having been at actual risk of physical injury, and such risk was caused by the negligence or fault of any Heritage Line staff; or intentionally inflicted by of any Heritage Line staff. In no event will Heritage Line be liable to passenger for consequential, incidental, exemplary or punitive damages. In addition to all of the restrictions and exemptions from our provided liability, the liability of Heritage Line for the death of or personal injury (including emotional distress or injury) to a passenger shall in no event exceed the monetary limitations set forth in Article 7 of the Athens Convention. We will also not be responsible or pay compensation for any 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 force majeure as defined in these terms and conditions.

19.1	Package	Tours
Heritage Line is a cruise operator and does not operate package tours. However, Heritage Line may market exclusive package tours to which individual and additional terms and conditions may apply and if so will be stated on the individual package tour collateral or advertisement. Package tour bookings will be processed (confirmed) by a third party partner and payments will be collected by a third party on behalf of Heritage Line. In any Package Tour which is advertised and market by Heritage Line, any on the ground travel arrangement, besides the cruise-only portion and where the cruise itinerary forms part of the package tour, are handled and operated by a third party as our ground handling partner.		

20 Notification of General Risks

You acknowledge and agree that there are general risks associated with travelling, which are beyond our control and we are not liable to you for any loss, cost or damage you may incur as a result of these general risks. You must make your own enquiries regarding your travelling, including being aware of any relevant government travel safety warnings. Such general risks include but are not limited to cruise and (package) tour variations or interruptions caused by road, river or weather conditions; national or local holidays affecting the closure of public buildings and attractions; Force Majeure; high or low water levels; flooding; lock closures; unscheduled vessel or vehicle maintenance; changes to the Itinerary in the circumstances described in clause in these terms; forces of nature; illness; flight schedule changes or cancellations; loss of luggage; political unrest; accidents; acts of terrorism or other criminal acts; changes to government visa or travel requirements; or other circumstances beyond our control.

21 Loss or Damage of Property

Heritage Line provides safekeeping for valuables aboard a vessel and encourages passengers to deposit any jewelry or other valuables brought aboard the vessel in the provided in-room safety box. Heritage Line shall not be liable for any loss of or damage to money, jewelry, precious stones, securities, financial instruments, tickets or other valuables unless stored in in-room safety boxes. The value of articles shall not exceed 500 USD unless Heritage Line agrees in writing to a higher value for the articles. Items exceeding the limit of 500 USD must be handed to ship's management for safekeeping and a receipt shall be issued. Settlements of reimbursable claims for lost belongings will be made on the basis of actual cash value (replacement cost less depreciation). Settlements of reimbursable claims for damaged items will be on the basis of cost of repair or actual cash value, whichever is less. No amount shall be paid in settlement of any claim without proof of the actual cash value or repair cost as appropriate arising from the loss or damage. Such proof must be sent to Heritage Line in writing and Heritage Line's liability must be proven before any settlement will be paid. Heritage Line shall have no liability for loss or damage to baggage or personal effects. Personal belongings lost while unattended in public lounges or other public areas, whether on board the vessel or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the journey, and other acts-of-God are not reimbursable.

22 Travel Documents / Booking Confirmation

You must be in possession of a valid travel documents including a valid booking confirmation before starting your cruise or (package) tour or boarding a ship, issued by Heritage Line or by any third party you booked your journey with and Heritage Line has issued valid travel documents to. Travel documents are only valid for the dates, routes and used only with details shown on the travel document(s). Travel documents are not transferable (other than as expressly permitted by any agreement through third parties). Travel documents bearing unauthorized alterations are not valid for travel. Travel documents remain the property of the carrier and if you fail in any material respect to comply with any condition (including but not limited to these conditions) governing its use, your travel document may be withdrawn or invalidated and you are required to pay the full fare. There may be an administration charge for replacing any lost or damaged travel documents. Before commencing your journey ensure you have all received latest and actual travel documents from us or any third party which include your booking confirmation and all relevant up-to-date travel documents such as itineraries, embarkation information, inclusions, exclusions etc. which are available on Heritage Line's website and apply at the time of boarding.

23 Boarding or Alighting or Changing Ship

When boarding or alighting or changing vessel during your journey you should make sure that: You board the correct ship; you alight from the boat at the correct destination (including any destination where you may need to change onto another boat/means of transport); you keep your possessions with you at all times (other than luggage which has been checked-in with the carrier); you check-in as the carrier advises and are ready to board the boat (having loaded all luggage to be deposited with the carrier). If you require assistance to board/alight a vessel, you must please advise us not less than 05 days before departure so that arrangements can be made. We will not delay departures or otherwise make provision for late boarding and we will not be

responsible for any loss or delay to your journey arising from any failure by you to comply with any of above. If you miss the vessel, or are refused boarding, you will be treated as if you had cancelled without notice (and cancellation charges may apply).

24 Stopovers & Carriage Interruption

If you make a break during the carriage other than as permitted you shall not be entitled to onward carriage or to a refund or any other compensation from us.

25 Medical Condition & Disability

If you or any member of your party has any medical condition or disability which may affect your trip, please provide us with full details before booking confirmation so that Heritage Line can advise as to the suitability of any chosen arrangements. Acting reasonably, if we are unable to appropriately 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 reserve the right to cancel the booking and impose applicable cancellation charges when we become aware of these details. If your fitness to travel may be in doubt as a result of recent illness, surgery, injury, medical treatment or an existing medical condition which may require treatment or assistance on board (including but not limited to additional oxygen, wheelchairs, assistance to use the bathrooms, assistance to get in or out of bed, medication administered via a needle other than well-managed diabetes) you must provide us with an up-to-date certificate from your doctor no later than 5 days prior to departure certifying that you are fit to travel and be accompanied by another passenger who is able to provide you with all the appropriate assistance you may need. We may refuse carriage (and no refund or compensation shall be paid) if you have not provided the applicable certificate and/or are not accompanied by a suitable escorting person.

26 Medical Treatment

No doctors or nurses are employed by Heritage Line on a ship. If passenger requires medical attention during the trip, medical services will be provided at local facilities. Passenger shall be responsible for all costs and expenses of medical services, treatment and medications. Heritage Line shall have no liability whatsoever for any costs incurred in connection with medical services, or for the quality of care Passenger receives. Passenger consents to treatment by medical professionals designated by Heritage Line, if passenger is unable to request or authorize medical treatment and, in the opinion of the Ship Manager, medical attention is necessary, solely at the expense of passenger and without liability to Heritage Line.

27 Disabilities or Pregnancy

Heritage Line does not discriminate against persons on the basis of disability. Heritage Line is unable to accommodate women past their sixth month of pregnancy. Passengers with mobility impairments must be accompanied by someone who is able to assist passenger, on shore and on board the vessel, and is responsible for providing passenger all necessary aid and facilities. If any such condition arises after the cruise is booked, the passenger is required to advise Heritage Line

in writing immediately. Heritage Line vessels are not handicapped accessible. Heritage Line and all personnel aboard the vessel shall have no liability to passenger relating to such condition or its treatment.

28 Travel Insurance

Passengers must be fully insured to cover any risk of medical expenses and repatriation (which includes remains) and Heritage Line is in no way responsible for such liabilities. We strongly recommend to passenger to purchase travel insurances to cover also any risk of unforeseen cancellation charges.

29 Passport & Visa

It is your responsibility to check and fulfill the passport, visa, health (including vaccinations, vaccination certificate requirements and anti-malarial medication) and immigration requirements applicable to your travel itinerary. You must check the 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. 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 on demand 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.

30 Passenger Information and Data Protection

In order to process your booking, you will need to provide to us personal information. We will need to provide your personal information to service providers, as well as customs and immigration authorities. We may also provide personal information to security and credit checking organisations. Some of the persons to whom we provide your personal information are located in countries that may not provide the same level of protection as in your country of residence. By making a booking you give us your consent to use and disclose personal information.

Heritage Line requests the submission of personal details (at least) of the leading travelling guests upon receipt of the booking confirmation. Travel agents must provide this information on behalf of the passenger. If the booker fails to provide requested information, Heritage Line reserves the right to withdraw the confirmation without any obligation. We request to provide full details of all traveling guests 14 days prior to arrival in the destination or starting date of a tour or cruise booked with us. We shall have the right to inspect your passport, visa and travel documents to ensure that you fulfill all requirements for any country in or through which your trip is to take place. If you or the travel agent making the booking on your behalf are unable to fulfil any such requirements, fail to comply with these requirements or fail to submit required travel documents at requested timelines, we reserve the right to apply a reasonable service charge or may refuse guests' boarding with full cancellation charge with no further liability.

31 Special Dietary Requirements

Please notify Heritage Line (not less than 05 days prior to departure) of any dietary requirements. It may not always be possible to offer an alternative meal, but, provided Heritage Line has been notified of your requirements, we will use reasonable endeavors to notify you of any meals you should avoid.

32 Children Policy

Heritage Line allows children from 5 years and above on board (please contact Heritage Line for special permission for children below 5 years of age). Heritage Line applies adult rates for children aged 12 years and above at the time of travel. However, a person under 18 years is not allowed to board a ship without an accompanying adult aged 18 and up. A cabin is not permitted to be occupied by children aged 5-12 years only; one adult must always stay with a child in the same cabin. A child or juvenile below 18 years of age is not allowed to book with Heritage Line. Heritage Line is not responsible for the safety of children on board. Parents are fully liable for their children and have to supervise and police their children at all times.

33 Luggage

Your luggage must not contain any items which, in our opinion, are dangerous, illegal, liable to harm or annoy other passengers or otherwise unsuitable. Luggage deposited with us for carriage must not contain (and we shall have no liability for) any fragile or perishable articles, cash money, jewelry, precious metals or other valuables. We will accept the carriage of your luggage subject to any applicable laws, regulations, and conditions of carriage and subject to the luggage not being excessively heavy, bulky, dangerous, inadequately packed; and being correctly labelled with your credentials. Passengers are encouraged to bring minimal/necessary luggage as cabin storage is limited. Passengers travelling with excessive or oversize baggage have to inform Heritage Line 07 days prior to departure to get official clearance from us. Heritage Line may refuse to store excessive baggage. You shall be responsible for supervising any luggage you do not deposit with us for carriage.

By travelling with us, you authorise us and our employees, servants and agents to inspect any luggage deposited with us for carriage, to check compliance with these conditions. You must comply fully and promptly with any instructions in respect of your luggage given by staff or security and border control authorities in any jurisdiction. We may refuse carriage to any passenger whose luggage does not comply with these conditions, in which case, you shall not be entitled to any refund. We shall not be required to verify that a person claiming luggage is the owner of such luggage or otherwise entitled to take delivery of it; verify that luggage complies with these conditions; hand over any luggage to any person unless the person claiming it can demonstrate to our satisfaction that he is entitled to take delivery of such luggage; store any luggage not collected promptly when we require. Porters at ports, transfer agents and hotel staff are not employees of ours and consequently you use their services entirely at your own risk.

34 Maps, Pictures and Images

Maps or program depictions contained in collaterals online or print are intended as an indication only. All images in collaterals represent typical scenes and descriptive detail for each cruise or (package) tour, however it is possible that the particular subject matter may not be seen or experienced on your cruise or (package) tour. Also, some pictures may have been digitally enhanced.

35 Hotel Accommodation

If you have booked a (package) tour and your confirmed itinerary includes a hotel booking, we may substitute hotel accommodation of a similar standard in the place of the confirmed hotel due to hotel availability issues.

36 Behavior

For the comfort and safety of you and fellow passengers and other people, you must follow the Cruise Director's and/or (package) Tour Director's instructions at all times. All passengers travelling with us are expected to be appropriately dressed to conduct themselves in an orderly and acceptable manner, and not to disrupt the enjoyment of other passengers. If a behavior is, in our opinion, causing or is likely to cause distress, danger or annoyance to any of our other passengers or any third party or damage to property, or to cause a delay or diversion to transportation, or violation of any applicable law or regulation, we (or the applicable supplier) may terminate your arrangements with us immediately. In the event of such termination our liability to you will cease and you may without prior notice be refused boarding or be required to leave the ship or other service immediately. We will have no further obligations to you. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You may also be required to pay for loss and/or damage caused by your actions and we will hold each member of your party jointly and individually liable for any damage or losses caused by you. Full payment for any such damage or losses must be paid directly to us or the applicable supplier prior to your ejection from the service in question. We cannot be held responsible for the actions or behavior of other passengers or individuals who have no connection with your arrangements with us.

37 Animals

Animals and livestock are not allowed on board and will not be carried on any ship.

38 Jurisdiction and applicable law

Any rights and obligations relating to your booking and journey with Heritage Line and any contract or agreement or confirmation to which they apply are governed by local law where the vessel is registered. Any dispute, claim or other matter which arises out of or in connection with any agreement or your booking will be dealt with by the courts of company in the flag state only.

39 Ship(s) ownership

Heritage Line has possession and control of the ship(s) and warrants that it has all necessary authority to operate as cruise carrier. The ship is and will remain fit to meet and undergo the perils of the river or sea and other incidental risks to which, of necessity, the vessel must be exposed in the course of cruise. The vessel has all necessary licenses, survey registration, permits and authorities that are required by law to permit the vessel to carry passengers and undertake the journey during a cruise period.

40 Extra Bed Restriction (per room type, per ship)

The available of an extra bed is limited per ship. A third person in a cabin on an extra bed is also subject to cabin type (per ship).