



**Scenic Cruises International GmbH: terms and conditions of travel
applicable to ocean cruises and river cruises (package holidays)
(Germany)**

Please read these terms and conditions of travel carefully before you book. These apply to all bookings made from 1 March 2021 and govern, to the extent effectively agreed, the contractual relationship between you and Scenic Cruises International GmbH (hereinafter referred to as "SCENIC") in addition to the statutory provisions.

For flights the conditions of carriage of the operating air carrier apply in addition; in the case of scheduled flights with international airlines also the general conditions of carriage apply, which are available from your travel agent or online.

Before you enter into a package travel contract, we are required by law to provide you with the significant details of your package holiday and to notify you of your rights under EU Directive 2015/2302.

- Information on your package holiday is set out in the general and specific descriptions of travel services and in these terms and conditions of travel.
- Your rights under EU Directive 2015/2302 are set out at the end of these terms and conditions in the standard **form** required by law.

Please take note in particular of the following information:

- If, for any reason, you cancel your holiday, **cancellation charges** will apply. In cases provided for in these terms and conditions, we may also cancel your booking.
- You may make amendments to your booking but there will be a **charge** for this.
- We recommend that you take out travel insurance that is appropriate to your needs.
- We are responsible for your package holiday in accordance with these terms and conditions of travel and in the case of defective performance will pay compensation when appropriate.

§ 1 GENERAL

The following terms and conditions of travel form, together with the general information and tour specifications in our travel brochure, your contract with Scenic Cruises International GmbH, phone: 0800 554 1415, email: info@scenic.eu, hereinafter referred to as “SCENIC”, with a registered business address of Wallbrunnstrasse 24, 79539 Lörrach, Germany.

SCENIC operates river and ocean cruises and shore excursions (accompanied tours) in accordance with the following terms and conditions under the brands *Scenic Luxury Cruises & Tours* and *Emerald Cruises*.

All references in these terms and conditions of travel to “holiday”, “booking”, “cruise”, “travel/tour” or “arrangements” refer to these travel services unless otherwise stated. In these terms and conditions of travel, “traveller”, “passenger”, “you” and “your” means all persons named in the booking (including all persons who are added or substituted at a later date) and “we” “us” and “our” means **SCENIC**.

In these terms and conditions, headings are intended exclusively for ease of overview and not to be binding as regards the substance or the interpretation of the clauses.

The terms and conditions of travel shall be effective if provided to the traveller before or on entering into the contract. The terms and conditions are included with the travel brochure provided to the traveller / given to the traveller in the travel agency and, in addition, provided again together with confirmation of receipt of the booking enquiry.

§ 2 TRAVEL CONTRACT, CONCLUSION OF THE CONTRACT

- (1) By making a travel booking, the traveller makes a **binding** offer to SCENIC **to enter into a travel contract** (booking request). The booking may be made in writing or orally. Electronic bookings (by email or online) are made directly with SCENIC or through travel agents and/or their electronic booking systems, contracted by SCENIC to sell its holidays. Where bookings are made electronically, an electronic confirmation of receipt of the booking shall not constitute acceptance of the offer to enter into a contract.
- (2) The person who makes the booking is the **lead traveller**; he functions as the contact person also on behalf of all the other **travellers listed in the booking**. The lead traveller shall be responsible for all contractual obligations of the fellow travellers, on whose behalf he books, as if they were his own, provided always that he has undertaken this obligation by an express and separate commitment.
- (3) The travel contract comes into effect only on receipt of a **written booking advice** from SCENIC with effect for all the travellers named in the booking and on the basis of the specifications set out in the travel confirmation/invoice and these terms and conditions of travel.

- (4) If the content of the booking advice differs from that of the booking, this constitutes a new offer to the traveller. SCENIC shall be bound to this for a period of 10 days from receipt of the booking advice. The travel contract comes into effect on the basis of the new offer where the traveller accepts the offer within this period by express declaration, payment of a deposit or the outstanding amount or by starting the travel.
- (5) SCENIC wishes to draw your attention to the fact that, according to the **German statutory provisions** governing package contracts entered into **at a distance** (e.g. by letter, telephone, email, telemedia or online services), no right of withdrawal exists; only the statutory or contractual rights to terminate the contract apply.

§ 3 SCOPE OF SERVICES

- (1) SCENIC's obligation to provide services comprises the transportation and accommodation and any further services agreed for the registered travellers and results exclusively from the content of the booking advice in conjunction with the travel brochure/catalogue valid for the dates of travel and/or the description of travel including all information and explanations set out therein. Ancillary agreements or other agreements that modify the scope of the contractual services require SCENIC's written confirmation.
- (2) Booking offices (e.g. travel agents, tour operators) and service providers (e.g. hotels, transport companies) are not authorised by SCENIC to agree arrangements, provide information or make changes.
- (3) If a booking office provides the traveller with hotel or local brochures or other information, the information contained therein shall not affect the travel services agreed with SCENIC unless expressly agreed with SCENIC and confirmed by SCENIC.

§ 4 TOUR PRICE AND PAYMENT, INSOLVENCY PROTECTION CERTIFICATE

- (1) The tour price is based on the cabin category as indicated the travel brochure or catalogue valid for the date of the travel booking and/or the description of travel including all information and explanations set out therein. **Upgrades** to other cabin types may be **available at additional cost**. Please note that individual cabin number requests are a request only and cannot be guaranteed. **You must check the price of your chosen holiday at the date of booking**. Departure taxes are not included in the tour price. These are payable by the passenger locally.
- (2) The tour price is payable directly to SCENIC by credit card or bank transfer. Unless otherwise expressly agreed with SCENIC, payments to travel agents do not discharge your liability to make payment.
- (3) To protect travellers' payments SCENIC has arranged insolvency insurance. **The certificate of insolvency protection is included with your booking advice.**

- (4) After entering the contract and receipt of the certificate of insolvency protection a **deposit** is payable which will be credited towards the tour price. **The deposit is 20% of the tour price.** The deposit must be paid within **seven (7) days by bank transfer or credit card** to SCENIC's bank account as specified in the booking advice. The outstanding amount is due no later than 30 days before the start of travel provided that the certificate of insolvency protection has been supplied. Where bookings are made less than 30 days before the start of travel, the full tour price is due immediately on receipt of the certificate of insolvency protection.
- (5) The electronic travel documents will be sent after full payment has been received and full passport details of all the travel participants registered by the lead traveller have been supplied.

§ 5 FAILURE TO PAY

- (1) If the traveller does **not fulfil his payment obligations within the periods specified**, SCENIC may, after having issued an overdue notice to the traveller setting a new deadline for payment and such period expiring without payment being made, terminate the travel contract and claim compensation in the form of **a cancellation fee as specified in clause 10** of these terms and conditions of travel. This is without prejudice to the right of the traveller to prove that no costs arose or that the costs were considerably lower. SCENIC reserves the right to pass on to the traveller **the additional expenses arising** (e.g. bank charges, fees for failed direct debits, debt collection fees) **as a result of non-payment or a failure to make full payment** and where a formal overdue notice is issued to charge the traveller the cost of such notice.
- (2) Unless the tour price is paid in full, the traveller shall not be entitled to the travel documents and the provision of travel services by SCENIC. The travel documents that provide the traveller with a legal entitlement towards service providers to provide the travel services are, as a matter of principle, only supplied on full payment of the tour price.

§ 6 VARIATIONS TO THE SERVICES

- (1) We expressly **reserve** the right – before confirming your travel – to make changes for objective reasons to the prices and information stated concerning the contractual travel services and to the catalogue particulars and/or description of travel and, in particular, to correct errors. SCENIC will naturally inform the traveller of all changes before entering the contract.
- (2) **Changes to travel services** to the services contractually agreed that become necessary after entering the contract are permitted. This applies in particular but is not limited to changes resulting from the particular characteristics of shipping.
This is conditional on the **changes being insignificant** within the meaning of section 651f, subsection 2, of the German Civil Code, SCENIC not acting in bad faith in their introduction, and the changes being reasonable and not affecting the overall design or the overall character of the booked travel. The same applies in particular also to changes to sailing times and port stays and/or to routes (in particular for safety or weather reasons), which are a matter exclusively for

the captain responsible for the vessel to decide. This shall be without prejudice to any warranty claims of the traveller.

SCENIC and/or its agents shall inform the traveller of such a change to the services in a clear, comprehensible and prominent manner on a durable medium (e.g. by letter, fax or email) without delay on becoming aware of the reason necessitating the change and before the start of travel, as provided for in section 651f, subsection 2, of the German Civil Code. If objections to the changes are raised, the booking advice shall prevail.

- (3) If after entering the contract SCENIC can provide the travel only with a **significant alteration** to one of the main characteristics of the travel services or cannot meet special requirements requested by the passenger which have become contractually agreed, SCENIC is entitled before the start of the travel to propose to the customer a corresponding contractual change or, at its discretion, to offer the customer an alternative tour (substitute travel) (section 651g of the German Civil Code). SCENIC may, before the start of the travel, require the traveller within a reasonable period specified to accept the significant variations to the contract or to terminate the contract without paying a cancellation fee. In the notification of the changes, SCENIC shall expressly draw the traveller's attention to this deadline.
The traveller may respond to the notification by either accepting the contractual change, requesting to participate in substitute travel, where this was offered to him, or terminating the contract without a fee. If the traveller does not respond or does not respond within the specified period, the amendment notified is deemed accepted. This shall be without prejudice to any warranty claims, however, if the amended services are not in conformity with the contract.
- (4) **The traveller must bear and/or reimburse** any additional expenses arising by reason of a **quarantine** beyond the scope of SCENIC's responsibility.
- (5) Please note that the **allocation of seats by airlines is limited** by the number of seats available in **each category**. Airlines accept changes to advance seat reservations until shortly before departure. Further, seat reservations are possible, at the earliest, when flight times have been published. In addition, in accordance with official safety rules, certain seats, in particular those in the emergency exit rows with greater legroom (XL seats), cannot be reserved for all categories of traveller.

§ 7 CHANGES TO THE TRAVEL ROUTE

- (1) Following the start of travel, SCENIC shall inform travellers without undue delay within a reasonable period of any changes to the route of their ocean or river cruise (hereinafter both ocean cruises and river cruises are referred to as a "cruise").
- (2) Circumstances that can result in a change to the travel route or cruise, in particular for safety or weather reasons, are, **for example, high or low water levels** in a waterway or port, ports or locks that are closed, storms, storm warnings and unforeseen circumstances beyond the control of SCENIC. Changes to the travel route or cruise may, in addition, include:
 - (a) the use of substitute vessels for part or all of the cruise;
 - (b) cabin changes on a vessel;

- (c) additional embarkations and disembarkations;
- (d) changes to the destinations to be visited and to departure and arrival times;
- (e) a reduction or increase in the period of stay in a particular location.

This shall be without prejudice to any warranty claims.

§ 8 PRICE CHANGES

- (1) SCENIC reserves the right to change the price stated and confirmed in the booking subject to the following conditions.
 - (a) The period between the date the contract was entered and the agreed date of travel amounts to more than 20 days; the circumstances resulting in the increase occurred after the contract was entered and the price increase is limited to the passing on of increased costs and fees resulting from the increased price of the carriage of passengers resulting from higher costs for fuel or other power sources, an increase in the level of taxes and other fees for agreed travel services such as tourist taxes, port or airport taxes or changes to the exchange rates applicable to the relevant package travel.
 - (b) Where the increase applies on seat-by-seat basis, SCENIC may require the traveller concerned to pay the additional amount. In other cases, the additional costs of carriage imposed by the carrier per vehicle shall be divided by the number of seats in the agreed vehicle. SCENIC may require the traveller to pay the resulting increase in the price of an individual seat.
 - (c) SCENIC shall notify the traveller clearly and comprehensibly on a durable medium of the price increase and its justification and provide a calculation for the increase in price. A price increase shall be effective only if it fulfils these requirements and the traveller is notified no later than 20 days before the start of the travel.
- (2) Where a **price increase exceeds 8%** SCENIC may require the traveller either to accept the offer relating to the price increase or to terminate the travel contract in good time (within a period specified by SCENIC) without paying a cancellation fee. An offer relating to a price increase cannot be made where 20 days or fewer remain before the travel is due to start. Following the expiry of the period specified by SCENIC, the offer relating to the price increase shall be deemed accepted unless the traveller has terminated the contract. In the offer relating to a price increase, SCENIC may also offer the traveller an alternative tour.
- (3) **SCENIC must grant the traveller a reduction in the tour price if and to the extent that, after entering the contract and before the start of the travel, the abovementioned prices, taxes or exchange rates have changed, resulting in decreased costs for SCENIC.** If the traveller has paid more than the amount due following such reduction, SCENIC must refund the overpayment. SCENIC may, however, deduct administrative expenses actually incurred from the amount to be refunded. At the traveller's request, SCENIC must prove that the administrative expenses were incurred.

§ 9 CHANGING THE BOOKING, TRANSFER OF THE PACKAGE TO ANOTHER TRAVELLER

- (1) If, **after entering the contract and before the start of the travel**, the traveller requests **changes to the contract** (e.g. dates of travel, destination, accommodation, means of transport, departure airports), SCENIC will endeavour to satisfy the traveller's request. **Travellers do not have a right to amend or change their booking.** If, at the traveller's request, changes are made not affecting the overall profile of the tour (maintaining, in particular, the duration of the tour and the tour price), SCENIC shall charge a processing fee of **EUR 50** per traveller. Change fees are due immediately.
- (2) Before the start of the travel, the traveller may notify SCENIC in writing that another traveller is replacing him in relation to the rights and obligations under the package travel contract. SCENIC must receive the notification no later than seven days before the start of travel. SCENIC may reject the transfer to another traveller if this person does not satisfy the contractual travel requirements or his participation is precluded by legislative provisions or official order. If the contract is transferred to another traveller, the original traveller and the new traveller (the transferee) shall be jointly and severally liable to SCENIC for the payment of the tour price and the additional costs arising from the transfer. SCENIC may claim the reimbursement of additional costs if and to the extent these are reasonable and SCENIC has actually incurred such. SCENIC will provide the traveller with proof of the additional costs arising from the transfer to another traveller.
- (3) On scheduled flights **a change of passenger is only possible, provided availability exists, by cancelling the existing booking and making a new booking.** In this case, the provisions of clause 10 (*Termination by the traveller*) shall apply accordingly.

§ 10 TERMINATION BY THE TRAVELLER

- (1) The traveller may terminate the contract **at any time before the start of the travel by notifying his travel agent or SCENIC directly (TERMINATION or CANCELLATION)**. Travellers are recommended to communicate the termination in writing. In determining the relevant date, receipt of the notice of termination by SCENIC or the travel agent shall be decisive. If the traveller terminates before the start of the travel or does not participate in the tour, SCENIC shall be entitled to appropriate compensation unless the termination is attributable to SCENIC or unavoidable and extraordinary circumstances occur at the place of destination or its immediate vicinity, significantly affecting the performance of the travel services or which significantly affect the carriage of passengers to the destination. Circumstances shall be regarded as unavoidable and extraordinary within the meaning of this clause, where they are outside the control of the party who invokes them and their consequences could not have been avoided even if all reasonable measures had been taken.

The amount of the compensation is determined in accordance with the cruise fare less the value of SCENIC's cost savings and the income SCENIC generates from alternative deployment of the travel services. The compensation will be standardised and differentiated in accordance with the period between the date at which the traveller's notice of termination is received and the

start of the travel and the nature of the travel booked. In application of these principles, SCENIC may claim compensation for each traveller registered in accordance with the following scale:

- 150 days or more before the start of the travel	3 % of the tour price
- 149 to 50 days before the start of the travel	20 % of the tour price
- 49 to 30 days before the start of the travel	30 % of the tour price
- 29 to 22 days before the start of the travel	40 % of the tour price
- 21 to 15 days before the start of the travel	60 % of the tour price
- 14 days or less before the start of travel	80 % of the tour price
- no-show, cancellation on the day on which travel begins and cancellation after the tour	95 % of the tour price

- (2) Compensation / cancellation fees are due immediately.
- (3) In the case of a partial cancellation, where one full fare paying traveller originally booked in a cabin on the basis of two persons sharing cancels and as a consequence the remaining traveller uses the cabin booked as a single cabin, SCENIC shall be entitled to the cancellation fees specified the above table and, in any event, standardised compensation amounting to no less than 80 % of the pro-rata tour price.
The same shall apply in the case of a partial cancellation where one full fare paying passenger booked in a cabin on the basis of several persons sharing cancels and as a consequence the cabin originally booked on the basis of full occupancy is used by a reduced number of passengers. In this case, SCENIC reserves the right to change the cabin booked.
- (4) If service providers, in particular transport companies, charge SCENIC higher fees, cancellation fees up to the price of the travel and/or the flight may apply. Where external service providers involved in the provision of the tour have cancellation terms and charges which differ from these set out here, their cancellation terms shall apply where this is expressly stated in the booking advice.
- (5) SCENIC reserves the right to claim in place of the standardised compensation set out above a higher level of compensation calculated on an individual basis on condition that SCENIC proves that it has occurred costs that are significantly greater than those covered by the standardised level of compensation. In this case, SCENIC must provide proof of the compensation asserted, setting out a detailed calculation which takes account of the costs saved.
- (6) The traveller is entitled to prove to SCENIC that no loss has occurred or that the loss arising is considerably lower than the costs accounted for in the standardised compensation amount applicable in that case.
- (7) The traveller is hereby expressly advised that travel insurance including cancellation cover is recommended. However, travel insurance including cancellation cover is not included in the tour price.

§ 11 TERMINATION BY SCENIC

(1) SCENIC reserves the right in the following cases to terminate the travel contract in full or in part before the start of travel (*Rücktritt*) or after the start of travel (*Kündigung*):

(a) **Where the number of persons enrolled is smaller than the minimum number specified**, provided that SCENIC has stated the minimum number of persons in the tour description concerned and fixed a date prior to the contractually agreed start of the travel by which the notification must have been received by the traveller and in the booking advice specifies the minimum number of persons and the latest date by which it may terminate or refers to the relevant details in the advertisement for the travel. **SCENIC must notify the traveller of the trip cancellation without undue delay where it is clear that the trip cannot be operated because the number of persons enrolled is lower than the minimum number specified.** The termination of the contract must be notified to the traveller, in the case of trips lasting more than six days, no later than 20 days before the start of the travel and, in the case of trips lasting between two and six days, no later than seven days before the start of the travel. If it is clear at an earlier date that the minimum number of persons specified for a trip cannot be achieved, SCENIC will exercise its right to terminate without undue delay.

(b) Where performance of the travel contract is prevented because of **unavoidable and extraordinary circumstances as specified in Section 561h, subsection 4, of the German Civil Code**, SCENIC shall terminate the contract immediately on becoming aware of the grounds for termination.

If carriage of the passenger to the place of departure or to another place agreed by the parties (return travel) is covered by the contract and impossible to ensure because of unavoidable and extraordinary circumstances, SCENIC shall, in accordance with Section 651k, subsection 4, of the German Civil Code and subject to the exceptions provided for in Section 651k, subsection 5, of the German Civil Code, bear the cost of necessary accommodation for the traveller for a period not exceeding three nights.

In the cases covered by paragraphs 1(a) and 1(b), SCENIC shall offer the traveller a FUTURE TRAVEL CREDIT (FTC) voucher.

(2) In the event of **non-payment of the tour price** when due, in circumstances where issue of an overdue notice specifying a further deadline for payment has not resulted in payment, as specified in clause 5 (*Failure to pay*).

(3) Further, before or after the start of the travel, SCENIC may terminate the contract in full or in part without being required to observe a notice period where

(a) the mental or physical condition of a traveller does not allow him to (continue his) travel, as this condition makes the traveller unfit to travel or constitutes a danger for the traveller himself or another person on board. In such a case, carriage may be denied or the traveller's holiday may be terminated at any time. SCENIC shall not be responsible for any additional costs arising. The same applies where as a result of a mental or physical disability a

passenger requires special care going beyond the contractually agreed services of SCENIC and the passenger does not have an accompanying person who is able to provide this care;

- (b) the traveller brings on board weapons, munitions, explosive or flammable substances or similar; further, when he consumes illegal drugs or brings these on board and/or commits criminal offences. Termination shall also be justified where an attempt is made to commit the above;
- (c) the traveller booked providing false details of his identity, address and ID document;
- (d) the traveller, despite a formal warning from SCENIC, disrupts the operation of the tour so persistently or behaves contrary to the terms of the contract to such an extent as to justify the immediate termination of the contract.

In these cases, the traveller may be excluded from the trip. SCENIC shall retain the right to the tour price; in this connection account will be taken of the value of the costs saved and the advantages that accrue to SCENIC from alternative deployment of services not used. The traveller shall bear any additional costs for the return journey.

- (4) On board ship, the ship's rules apply, which the traveller must observe and comply with without restriction. The captain is responsible for the ship, the passengers and the crew. In exercising his nautical command and for the purposes of ensuring safety and observance of the ship's rules, the captain has sole decision-making power and consequently may order a passenger to leave the ship without compensation. The same applies if any of the situations specified in clause 11(3) arise during the tour.

§ 12 MEDICAL CARE, SHIP'S DOCTOR

- (1) The presence of a ship's doctor must only be ensured where this is expressly provided for in the description of travel. The services of the ship's doctor are not contractual services provided by SCENIC. The ship's doctor carries out his activities independently and at his own responsibility and is not subject to directions of any kind from SCENIC or the ship's crew. The travel price does not include any services provided by the ship's doctor; the traveller is exclusively responsible for settling those fees. SCENIC is not under any obligation to provide information concerning treatment under a health voucher (*Krankenschein*) or at the expense of a statutory health insurer and/or reimbursement for treatment by statutory or private health insurers. The ship's doctor is not a vicarious agent of SCENIC. SCENIC shall not be liable for the accessibility and availability of the ship's doctor, for the observance of specific consultation and treatment times, for any omission to provide treatment or assistance or for errors in treatment.
- (2) Treatment on the ship is comparable to consulting a doctor in another country (e.g. Switzerland, the Bahamas, Myanmar or Vietnam). Payment must be made using the boarding card. It is not possible to settle medical fees with a health insurance card. SCENIC shall not be liable for the eligibility of the treatment costs for partial or full reimbursement by the traveller's health insurer.

- (3) Comprehensive medical treatment on board is possible only to a limited extent. Dialysis and dental treatment cannot be carried out on board. The ship's pharmacy holds products for common illnesses and initial emergency treatment. In a medical emergency the patient will have to leave the ship and will be transported to a nearby onshore hospital. The traveller/patient shall bear all the costs arising in this connection. Travellers who are being treated for a medical condition are recommended to carry details of their condition and treatment with them.
- (4) SCENIC recommends travellers to inquire from their health insurer before the start of travel as to the scope of their coverage when travelling abroad or to take out foreign travel health insurance which also provides cover for the risks associated with a cruise holiday, including the costs of medical care as well as the costs and expenses that the traveller may incur by reason of evacuation on medical grounds that could possibly be required in remote areas.
- (5) **SCENIC does not accept any liability for the provision of medical care or for the appropriateness of any nursing or care services provided.**

§ 13 TRAVEL RESTRICTIONS FOR EXPECTANT MOTHERS AND INFANTS AS WELL AS FOR PERSONS WITH REDUCED MOBILITY, TRAVELLERS WITH SPECIAL NEEDS AND EXCLUSIONS FROM TRAVEL, YOUNG TRAVELLERS

- (1) If the traveller or a member of his party
 - has a medical condition or is in comparable circumstances,
 - is pregnant,
 - has a physical impairment, or
 - has special requirements on account of a medical condition or comparable circumstances,

that might affect his travel (including any which affect the booking process), the traveller must notify SCENIC in writing thereof, specifying all the medical or mobility equipment required by that person, before the traveller places the booking so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Some activities on board the ship and onshore at all ports may be unsuitable for persons with reduced mobility.

- (2) Further the traveller is under an obligation to notify us following booking of every change or deterioration in the physical impairment and/or medical situation or circumstances or of the onset of a physical impairment, a pregnancy or a medical situation or circumstances which could affect his travel.
- (3) We reserve the right to decline a booking for any person or, if full details are not given at the time of booking or the conditions or circumstances concerned / physical impairment develop after booking, prior to the start of the travel, to terminate the contract (*Rücktritt*) or, after the start of the travel, to terminate the contract (*Kündigung*) in full or in part as soon as we become aware of these details if we reasonably feel unable to accommodate your special requirements. In these cases SCENIC retains the right to compensation provided for in clause 10.
- (4) In the event that the traveller requires assistance with embarking or disembarking as a result of reduced mobility or a physical impairment, the traveller is requested to advise SCENIC of this at

the time of booking and in any event no later than 48 hours before the assistance is required. Please also note that assistance is not always available when embarking or disembarking at all ports of call. It is important to note in relation to some of our vessels that

- (a) for safety reasons, **wheelchair passengers** cannot be carried on boarding ramps (which may be steep due to water levels) whilst the ship is tied up or at anchor;
 - (b) collapsible **walkers** may be taken onto tender vessels for transfer to shore for the included touring. However walkers are unable to be taken on the dinghies at any time due to space restrictions. Walking aids must be kept in passenger cabins – there is no additional storage space on board;
 - (c) passengers must be able to **walk up/down stairs in the event of an emergency** to reach the emergency evacuation points;
 - (d) **motorised scooters** cannot be used on board;
 - (e) wheelchairs and walkers can be carried **in the luggage compartment of coaches**, subject to space restrictions;
 - (f) when embarking and disembarking tender boats: dinghies are accessed via a floating platform and require the **ability to step into and out of the vessels unaided**;
 - (g) **cabins and bathrooms** may have thresholds or doors which limit access.
- (5) For safety reasons and as a consequence of the limited medical care available on board the vessel, **expectant mothers**, who at the date of the start of travel are in the 24th week of pregnancy or later and infants under the age of 12 months are excluded from travel. Pregnant women who at the date of embarkation have been pregnant for less than 24 weeks must produce a certificate of fitness to travel issued by a doctor.
- (6) For safety reasons, SCENIC reserves the right to allow persons who are **deaf** or **blind** or who despite using corrective lenses have no more than 5% of normal eyesight on the better eye and travellers who require a wheelchair on a permanent basis to travel only together with an accompanying adult without a physical or mental impairment who shares their cabin. Travel without such an accompanying person will be authorised on a case-by-case basis.
- (7) For safety reasons, and as a consequence of the increased risk of injury, travellers who require a wheelchair on a permanent basis may, at the captain's discretion (depending amongst other things on the weather and port situation), not be permitted to go onshore in tender ports.
- (8) If you have any **special requests** (including special diets or in relation to particular foods), you must notify us in writing of these at the time of your booking. Please note that we cannot guarantee to satisfy special requests. Failure to satisfy special requests does not constitute a breach of contract by us. Confirmation that a special request has been noted or passed on to the corresponding service provider or the inclusion of the special request in your booking advice, invoice or other documents shall not constitute confirmation that the request concerned will be met. If it is important for you, for your own protection you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this). We cannot accept any conditional bookings i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as standard bookings subject to the above provisions on special requests.

- (9) For safety reasons, travellers under the age of 12 are not permitted except with the separate agreement and approval of SCENIC. Passengers aged 12 to 17 must be accompanied by an adult and for safety reasons must share accommodation with an adult.

§ 14 TRAVEL SERVICES NOT IN CONFORMITY WITH THE CONTRACT, OBLIGATIONS OF THE TRAVELLER

SCENIC must provide the tour booked in conformity with the contractual specifications (*frei von Reismängeln*). If the tour is not in conformity with the contract (*mangelhaft*), the traveller has the rights specified in section 651i of the German Civil Code. In such a case, SCENIC will always do what it can to find an acceptable solution.

(1) **Notification of services not in conformity with the contract (*Mangelanzeige*)**

Pursuant to section 651o of the German Civil Code, the traveller is required to notify a lack of conformity in the performance of the travel services without delay to SCENIC Wallbrunnstrasse 24, 79539 Lörrach, Germany, phone: 0800 554 1415, email: info@scenic.eu or to a representative of SCENIC (tour representative or travel agent). However, tour representatives, travel agencies and persons employed by suppliers are not entitled and not authorised by SCENIC to confirm that a service is not in conformity with the contract or to recognise any claims against SCENIC.

If as a result of a culpable omission to notify the lack of conformity, SCENIC was unable to remedy such, the traveller is not entitled to a price reduction or to claim damages.

(2) **Remedy**

Pursuant to section 651k, subsection 1, of the German Civil Code, the traveller may require SCENIC to remedy a lack of conformity if during the tour such lack of conformity (*Mangel*) within the meaning of section 651i, subsection 2, of the German Civil Code arises. SCENIC may however refuse a remedy where this is impossible or entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

(3) **Price reduction, damages**

If SCENIC cannot remedy the lack of conformity, the traveller is entitled to claim a price reduction in accordance with section 651m of the German Civil Code or damages in accordance with section 651n of the German Civil Code.

(4) **Termination**

If the tour is substantially impaired by the lack of conformity, the traveller may terminate the contract in accordance with section 651l of the German Civil Code provided that the traveller has previously set a reasonable period for SCENIC to remedy the lack of conformity and within this period SCENIC has not done so. It shall not be necessary to set a deadline if SCENIC refuses to remedy the lack of conformity or if immediate remedy is required.

If the contract is terminated, SCENIC reserves the right to claim the agreed tour price in relation to the travel services provided and those which are still to be provided and to end the package travel; this shall be without prejudice to the traveller's rights to claim a price reduction and damages. The organiser shall reimburse the traveller for travel services not provided.

§ 15 LIABILITY AND LIMITATION OF LIABILITY

- (1) The contractual liability of SCENIC for loss and damage other than personal injury (also the liability for the infringement of pre-contractual, ancillary and post-contractual duties) shall be **limited to three times the tour price** provided that the loss and damage sustained by the traveller does not result from culpable conduct by SCENIC.
This limitation of liability shall be without prejudice to additional claims brought on the basis of international conventions.
- (2) If a travel service is governed by international conventions or statutory provisions based on such conventions according to which a claim for damages against the service provider arises or may be asserted only under certain conditions or limitations or under certain conditions is excluded, SCENIC may also rely on these provisions against the traveller (section 651p of the German Civil Code).
- (3) If SCENIC's position corresponds to that of a **contractual air carrier**, SCENIC's liability depends on which provisions of the German Aviation Act (*Luftverkehrsgesetz*), EU law, the Warsaw Convention as amended by the Hague Protocol or the Montreal Convention apply.
- (4) **Carriage by sea** is subject to the liability provisions of the Athens Convention of 1974 as amended by the 2002 Protocol as well as the International Maritime Organisation Reservation and Guidelines for the Implementation of the Athens Convention which was implemented in the European Union by Regulation (EC) No 392/2009.
The rules of this paragraph shall apply unless the rules specified in clause 6(1) result in a lower claim being asserted against SCENIC.
In connection with the liability provisions governing carriage by sea, SCENIC draws your attention to the following points:
 - (a) Irrespective of the existence of a damages claim, in the event of death or personal injury caused by a shipping incident, SCENIC shall, within 15 days of the identification of the person entitled to damages, make an advance payment in respect of each person and incident and in the case of death no less than EUR 21 000. The advance payment shall not constitute the recognition of any claim whatsoever. The advance payment may be offset against any subsequent damages payable. It must be refunded to SCENIC if the person who received it is not the person entitled to damages (see Article 6(2) of Regulation (EC) No 392/2009).
 - (b) SCENIC's liability for the loss of and damage to luggage, mobility aids and other special equipment used by travellers and/or members of their party with reduced mobility shall be excluded if in the case of visible damage the traveller and/or members of their party do not report the damage at the latest on disembarkation and in the case of damage that is not immediately visible no later than 15 days after disembarkation. Written notification of the damage is not required if within the period prescribed the parties have jointly agreed the damage.

- (c) SCENIC shall not be liable for the loss of or damage to valuables (e.g. money, important documents, negotiable instruments, precious metals, gems, jewellery, artworks, photography and film equipment, portable video systems and mobile devices, such as laptops or tablets, together with the corresponding accessories, etc.) unless they were deposited for safekeeping during carriage.
- (5) Further SCENIC shall not be liable for defective performance, personal injury and/or property damage resulting from services provided by third parties which are not part of the contractual travel services. Such services are bought-in services, where we act merely as agent, or are operated by independent third parties, such as, for example, the provision of goods and services (e.g. excursions, sporting events, exhibitions, visits) during the cruise and as such can be identified by passengers as evidently not part of SCENIC's travel services. This shall not apply where these third parties must be qualified as SCENIC's vicarious agents or SCENIC creates the impression that it is the operator of the services provided by the third parties. SCENIC shall be liable however if and to the extent that the damage sustained by the passenger is caused by the breach of notification, information or organisation duties incumbent on us.
- (6) See also "Communication for international travel passengers on limitation of liability" and "Information on limitations of liability for luggage". In addition, in relation to all flights offered the general and special terms and conditions of carriage of the carrying airline apply.
- (7) SCENIC recommends that in their own interest travellers should take out travel accident insurance and luggage insurance.

§ 16 LIMITATION PERIOD

The rights of a passenger provided for in section 651i of the German Civil Code, entitling him to bring claims in relation to travel services not in conformity with the contract, become time barred after two years; such period to begin on the date on which the booked travel was contractually due to end.

§ 17 SHIP RULES, EXCURSIONS, LUGGAGE, ADDITIONAL RULES

(1) Instructions by the captain

For the **comfort and safety of travellers**, the instructions of the captain, the discovery team (on discovery tours) and the cruise director must be complied with at all times.

In the event that a traveller refuses to comply with the instructions of the captain, the discovery team, the cruise director, another member staff or a service provider, **SCENIC may terminate the contract and exclude the traveller from the cruise with immediate effect where the behaviour of the traveller adversely affects his own health or safety or is a threat to the health, safety or enjoyment of the travel of other passengers.**

(2) **Currency and credit cards**

Most of the countries visited use the euro although some countries still use another currency. For small purchases onshore or in small towns, it is helpful to carry some local currency. Credit cards are accepted in many places. Before the start of travel, you should check that your card and PIN will work in the countries you will be visiting. All purchases on board are charged to your shipboard account. **The on board currencies on cruise ships are US dollar and euro, depending on the destination.**

(3) **Deck plan**

The deck plans and cabin layouts/sizes are intended only as a guide and are subject to change.

(4) **Noise, vibration and odour**

Although we take appropriate measures to minimise the noise, vibrations and odours on our ships, you acknowledge and accept that some noise, vibration and intermittent odours may be experienced on vessels and that we cannot be held liable to you in relation to such noise, vibration or odours.

(5) **Dock position**

During port stops, ships may dock side-by-side, obstructing views.

(6) **Cruise director**

An experienced English-speaking cruise director accompanies every cruise. They are there to ensure your comfort, answer your questions and make your holiday relaxed and memorable. Cruise directors are employees of SCENIC.

(7) **Electricity and WiFi**

Free WiFi is available on board. However, our ships sail in national and international waters. This means that connection speeds using WiFi can sometimes be slow depending on the current position of the ship. In some cases, no signal may be available. We do not guarantee the availability and quality of internet connections. Further, we do not accept any liability for any problems arising.

(8) **Onboard power supply**

The power supply onboard is 220 volts. You will need a universal travel adaptor to use your electrical appliances.

(9) **Sightseeing, excursions and special activities**

(a) Sightseeing: sightseeing in many historic towns and cities can only be undertaken by walking as coach access is not possible. Consequently, a reasonable level of fitness is required as the sightseeing tour may involve steps and extensive walking over uneven surfaces;

(b) Mountain excursions: some shore excursions include mountain excursions involving high altitudes.

(c) Discovery experiences: a reasonable level of mobility is required to participate in most tours. discovery experiences including but not limited to dinghy tours are subject to regulatory approval and the prevailing weather conditions. The tours can be booked with your cruise

- director during the cruise and are subject to availability, seasonal and operational factors. Some activities require a minimum or maximum number of participants to operate.
- (d) For Arctic and Antarctic expeditions as well as mountain excursions and discovery experiences (e.g. by dinghy, kayak, helicopter, e-bike, submersible or using scuba diving equipment) participants need to have **an adequate level of physical fitness and health**. Travellers are recommended **to consult a doctor before booking** to ensure that they have an adequate level of physical fitness and are in good health for the trip concerned.
 - (e) The equipment for sporting and aquatic activities shown in the brochure may not be offered in all ports and/or is subject to availability.
 - (f) The operation of **all excursions/tours** depends on us having a **minimum number of bookings**. If the minimum booking number is not reached, we may cancel or amend a planned excursion/tour.
- (10) **Drones**
- (a) General prohibition: unless provided by us or an operator as part of an organised activity during your tour, the use of drones is strictly prohibited at all times.
 - (b) You should also be aware that, in addition to the prohibition set out in paragraph (a), the use of drones is regulated or prohibited by law in many locations and that use which is illegal or contrary to the law may result in your arrest or prosecution by the relevant authorities.
 - (c) If we or an operator allow you to operate a drone as part of an organised activity during your tour, you must strictly comply with all instructions of the activity leader.
- (11) **Images, diagrams and maps**
- (a) Unless otherwise stated, we make no representations about the facilities, quality or dimensions of any accommodation or cruise vessel. All images are for illustrative purposes only and may differ from the actual product or experience available; certain images may also have been digitally enhanced for reproduction purposes.
 - (b) Maps or diagrams of cruise ship routes included in cruise or other brochures are intended only as a guide and should not be regarded as showing the actual route to be taken during the cruise. The actual travel route is set out in the travel documents.
- (12) **Luggage**
- Travellers are entitled to **one suitcase per person. The measurements of the suitcase may not exceed 76.2 x 53.3 x 27.9 cm and it must weigh no more than 23kg.**
- (13) **Smoking on board**
- Smoking is limited to the designated **smoking areas** and is not permitted in the cabins and on balconies and terraces.

(14) **(Travel) insurance**

Please read your (travel) insurance policies carefully and take them with you on your tour. It is your responsibility to ensure that the insurance protection you take out is suitable and appropriate for your own particular requirements.

§ 18 SERVICE PROVIDERS

Many of the services included in your travel are provided by service providers. These service providers provide the services in accordance with their own terms and conditions of business. Some of these terms and conditions of business may limit or exclude the liability of the service provider towards you, usually in accordance with applicable international conventions. Copies of the relevant parts of these terms and conditions of business and the international conventions are available on request from ourselves or the service provider concerned.

§ 19 INFORMATION, PASSPORT, VISA AND HEALTH PROVISIONS

- (1) **The traveller must comply with all laws, ordinances, orders and travel requirements (provisions) of the countries and ports to be visited on the trip as well as all rules and instructions issued by SCENIC and its representatives.**
- (2) SCENIC or the travel agent shall inform German nationals, who are not subject to special circumstances (e.g. dual nationality, stateless person, previous passport entries, evidence of refugee status), of the general requirements set out in the passport, visa and health provisions before entering the contract as well as of possible amendments to those requirements before the start of travel. It shall be presumed in that connection that no special circumstances apply in relation to the traveller (e.g. dual nationality, stateless person, previous passport entries). Other EU nationals and nationals of other States should contact SCENIC or the consulate responsible for them.
- (3) SCENIC shall inform the traveller of the general passport and visa requirements and the health formalities of the destination country, including the approximate time to obtain any necessary visa, before entering the contract as well as of amendments that are possible before the start of travel.
- (4) The traveller himself shall be responsible for obtaining and **carrying the necessary travel documents** (e.g. visas, vaccination certificates), any necessary **vaccinations and complying with customs and foreign exchange provisions** unless SCENIC has expressly undertaken to obtain visas, certificates, etc. The traveller shall bear all disadvantages, in particular the payment of cancellation fees as well as fines, penalties and expenses, that arise from non-compliance with these provisions, except where they result from the culpable provision of incorrect information or a culpable omission to provide information on the part of SCENIC. The traveller must reimburse SCENIC immediately for any amounts that it must pay or deposit in this connection.

- (5) In the event of an infringement of or non-compliance with passport, visa, health or other entry requirements, in particular also **by a failure to provide manifest data on time, SCENIC shall be entitled to deny carriage to the traveller and to claim the corresponding standardised compensation specified in clause 10 of these terms and conditions.** In this case, the traveller shall have the right to prove to SCENIC that no loss has occurred or that the loss sustained does not correspond to the amount claimed.
- (6) SCENIC recommends that minors travelling without their parents should carry with them a written declaration of consent from their parents. In many countries restrictions apply or embarkation may be denied if no such document can be produced. The declaration of consent should be written and certified in English, as a minimum, and, as a precaution, also in the language of the countries to be visited. The traveller himself shall be responsible for contacting the relevant embassies for information.

§ 20 IDENTITY OF THE OPERATING AIRLINE

SCENIC or its agents will inform the traveller of the identity of the operating airline(s) for all flights to be provided as part of the tour if SCENIC arranges the flights for travellers.

The EU Regulation on informing passengers of the identity of the operating air carrier (Regulation (EC) No 2111/2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier) requires SCENIC to inform the passenger at the time of reservation of the identity of the relevant operating airline in relation to each flight to be provided during the booked tour. If at the time of reservation the operating carrier has not yet been determined, SCENIC is required to inform the passenger of the airline(s) that are likely to operate the flight. As soon as SCENIC knows which airline will operate the flight, it must inform the passenger thereof. If the airline which was notified to the passenger as the operating airline changes, SCENIC must inform the passenger of this change. SCENIC must immediately take all appropriate steps to ensure that the passenger is informed of the change as soon as possible. The list of airlines subject to an operating ban in the EU (“the Community list”, previously known as a “blacklist”) is available via the following link: https://ec.europa.eu/transport/modes/air/safety/air-ban_en

§ 21 DATA PROTECTION

SCENIC handles the data of its travellers responsibly.

The personal data that you provide to SCENIC are processed electronically, stored and used exclusively in accordance with the statutory data protection rules and the European General Data Protection Regulation (GDPR) to the extent that this is necessary for the performance of the contract, the operation of the tour, customer service or compliance with statutory provisions. Employees and representatives of SCENIC are required to observe data protection rules.

The data protection law applicable grants travellers the following rights against SCENIC in connection with the processing of their personal data:

Right of access by the data subject (Article 15 of the GDPR), right to rectification (Article 16 of the GDPR), right to erasure (Article 17 of the GDPR), right to restriction of processing (Article 18 of the GDPR), notification obligation regarding rectification or erasure of personal data or restriction of processing (Article 19 of the GDPR), right to data portability (Article 20 of the GDPR), right to withdraw the consent given (Article 7(3) of the GDPR) and right to lodge a complaint with a supervisory authority (Article 77 of the GDPR).

Where travellers have questions concerning data protection, they may contact our data protection officer by email: cruises@scenic.eu, Data Protection Officer, Damien Thomas, Scenic Cruises International GmbH, Wallbrunnstrasse 24, 79539 Lörrach, Germany.

Comprehensive information on the nature, scope and purposes of the collection, processing and use of your personal data and on your rights is available at www.scenic.eu.

§ 22 DISPUTE SETTLEMENT PROCEDURES

The European Commission provides a platform for out-of-court online dispute resolution (ODR platform) which can be accessed under www.ec.europa.eu/consumers/odr However, SCENIC is not obliged to participate in this procedure and does not participate in dispute resolution procedures provided by a consumer arbitration service.

§ 23 FINAL PROVISIONS, APPLICABLE LAW, JURISDICTION

- (1) The laws of the Federal Republic of Germany with the exception of UN sales law (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) shall govern these terms and conditions of travel. For travellers who are regarded as consumers this choice of law also applies provided that this does not deprive the traveller of the protection afforded by mandatory provisions of the law of the country in which he has his habitual residence.
- (2) Disputes arising in relation to registered traders, persons who do not have a general place of jurisdiction in the Federal Republic of Germany, persons for whom, after the contract has been entered, their domicile or place of habitual residence is unknown at the date the action is lodged and actions where SCENIC is the defendant are subject to the jurisdiction of the courts in Lörrach. Both stipulations shall apply unless mandatory provisions of international conventions provide otherwise.
- (3) For the remainder, unless otherwise agreed in these terms and conditions of travel, the statutory rules shall apply.



- (4) The invalidity and/or ineffectiveness of individual provisions of the travel contract and/or these terms and conditions of travel shall not result in the invalidity and/or ineffectiveness of the travel contract or the terms and conditions of travel as a whole.

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