



## GENERAL TERMS AND CONDITIONS OF TRAVEL AND PAYMENT

Royal Caribbean International for Germany 2010 - 2011

### 1. Contractual partners

The following terms and conditions of travel supplement legal provisions and govern the legal relationship between the customer and Royal Caribbean Cruises Ltd., (registered in Liberia), Principal Office: 1050 Caribbean Way, Miami Florida, 33132 USA, hereinafter called "Royal Caribbean", represented by Royal Caribbean Cruise Line A/S, Frankfurt office, in any contractual relations arising for the performance of package tours, in particular cruises. The relevant tour description will have priority in the event of any differences

### 2. Conclusion of the travel contract

2.1 With his/her cruise registration, the customer enters into a binding tour contract with Royal Caribbean. Registration is binding for all participants named in the registration. We would ask customers to ensure that all names are submitted correctly. Especially first names must always be checked to make sure that names in the travel documents match names in passports or identity cards.

2.2 Royal Caribbean will inform the customer of the conclusion of the contract with its tour confirmation. At the same time the customer will receive a risk coverage certificate in accordance with § 651 k BGB (German Civil Code). The travel contract is concluded with effect for all participants named in the registration and on the basis of these travel terms and conditions, which the customer accepts on his/her own behalf and on behalf of all participants named. Should these travel terms and conditions not be available to the customer at the time of registration, Royal Caribbean will send them together with the tour confirmation/invoice. If the customer does not object to these travel terms and conditions within 10 days (or immediately in the event of short-term bookings, i.e. within 28 days before the tour begins), the travel contract will become effective based on these terms and conditions. In the event of an objection, the travel contract will remain effective without the inclusion of these travel terms and conditions.

2.3 If the content of the cruise confirmation differs from the content of the registration, the confirmation is regarded as a new offer made by Royal Caribbean to which Royal Caribbean is bound for 14 calendar days. The customer may accept the offer within this period, and acceptance may be in the form of payment. Otherwise no travel contract will be concluded.

2.4 The minimum age for customers traveling alone is 21. Guests up to and including 20 years of age must be accompanied by at least one 21-year-old adult who is booked in the same cabin. Exceptions are married couples of at least 18 years of age who can present a marriage certificate when booking and boarding. Infants may only participate in a cruise if they are at least six months old when the cruise commences. However, infants must be at least one year old when the cruise commences in the event that the cruise includes a crossing of the Atlantic or Pacific, or when it includes Hawaii, certain South American or certain other destinations. Families who would like to place their children in a separate cabin must book adjacent cabins. Note: the upper bunks are not suitable for children up to 6 years of age.

2.5 Disabled customers must notify Royal Caribbean of their disability at the time of their registration so that Royal Caribbean can guarantee that the cruise can be conducted in an appropriate manner (please also refer to section 9.2).



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2.6 For pregnancies up to the twenty-third week, women require a physician's declaration of health (in English), which must be sent to Royal Caribbean Frankfurt and presented at check-in.

### 3. Brochure details

The details contained in the brochure are binding on Royal Caribbean. However, Royal Caribbean may announce changes to the brochure details before conclusion of the contract. A price adjustment is permitted in particular for the following reasons:

- Due to an increase in transportation costs resulting from a supplement to the tour price for every tour participant for short-, medium- and long-haul flights, to an increase in charges for certain services such as port or airport fees or to a change in the exchange rates that apply to the tour in question after the brochure is published,
- If the package tour desired by the customer and published in the brochure is only available by purchasing or transferring additional quotas from other countries after the brochure is published.

### 4. Payment

4.1 Payments made by the customer are secured in accordance with § 651 k BGB (German Civil Code) since Royal Caribbean issues the customer with a risk coverage certificate together with the tour confirmation. On conclusion of the contract, an initial payment in the amount of 10 % of the tour price will be due against delivery of the risk coverage certificate. The final payment will be due 30 days before the tour commences provided the risk coverage certificate has been handed over.

4.2 If the customer fails to make the initial and/or final payment in accordance with the agreed terms of payment, Royal Caribbean will be entitled to withdraw from the contract after sending a reminder that includes an extended payment deadline, and to charge the customer a cancellation fee in accordance with section 8.1.

4.3 A few foreign airports reserve the right to levy an additional fee upon departure. Since these fees are subject to frequent fluctuations, they cannot be calculated in the tour price and must be paid separately at the airport.

### 5. Scope of service

5.1 The scope of the contractual services result from the service specification contained in the applicable version of the offer made by Royal Caribbean and from the travel documents, in particular the tour registration and tour confirmation.

5.2 Day accommodation or hotel stays included in the tour package by Royal Caribbean because of flight plans are not refundable if the customer deviates from our specified flight itinerary. Unused transfers from or to the hotel/airport/pier are also non-refundable. A hotel booked for an overnight stay before the cruise due to flight scheduling can, on reasonable grounds, be substituted by Royal Caribbean for a hotel of equal value.

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### 6. Changes to services

6.1 Changes and deviations in any fundamental tour services agreed upon in the contract which are necessary after conclusion of the contract, and which are not caused by Royal Caribbean in breach of good faith, are permitted insofar as the changes and deviations are insubstantial and do not detract from the overall quality of the tour. Royal Caribbean will inform the customer immediately of any major change to services after it learns of the reason for the change. In the event of a substantial change to a fundamental tour service, the customer is entitled to withdraw from the contract without a cancellation fee, or to request participation in another Royal Caribbean tour of at least equal value provided Royal Caribbean is able to offer the customer one of its tours from its range without additional costs for the customer.

6.2 Decisions about necessary changes in travel times and/or cruise routes, e.g. for security or weather reasons, are made solely by the captain responsible for the ship. If an arriving or departing flight is included in the cruise tour, a change to another airline, aircraft, or arriving or departing airport may be necessary in the event that the airline cancels a scheduled flight or changes the flight plan. Royal Caribbean expressly reserves the right to make such changes or modifications for these and comparable reasons.

### 7. Price changes/price increases

Price changes are possible after conclusion of the travel contract in the event of an increase in transportation costs, in particular fuel costs, in charges for certain services such as port and airport fees or if there is a change in the exchange rates that apply to the tour in question. Any price changes will be calculated as follows:

When the transportation costs ruling at the time of the conclusion of the tour contract increase, in particular the costs of fuel, Royal Caribbean can increase the tour price according to the following calculation.

a) If the increase applies to seat/cabin bunk, Royal Caribbean can charge the customer the full increase amount.

b) In cases where the carrier demands a price increase based on the means of transport, the additional costs of transportation will be divided by the number of seats in the agreed means of transport. Royal Caribbean can charge the customer the resulting increased price for the seat.

If the port and airport fees ruling at the time of the conclusion of the tour contract increase for Royal Caribbean, the tour price may be increased by a corresponding amount proportional to the tour price.

If the exchange rates ruling at the time of the conclusion of the tour contract change to such a degree that the costs of the tour increase, Royal Caribbean will be entitled to charge the customer the additional costs actually incurred for the tour.

An increase is only permitted if more than four months lie between the conclusion of the contract and the date of travel. If a change in the price is made, the customer will be notified of this immediately with details on the calculation of the new price. A change in the price is only possible up to 21 days before the tour commences; any price increases thereafter are no longer permitted. In the event of a price increase of more than 5 % of the tour price, the



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customer is entitled to withdraw from the contract without a cancellation fee or to request participation in another Royal Caribbean tour of equal value provided Royal Caribbean is able to offer the customer one of its tours from its range. The customer must assert his/her claim to the rights specified above immediately on notification by Royal Caribbean of the price increase.

### **8. Cancellation by the passenger, rebooking, substitute passenger**

#### 8.1 Cancellation by the passenger

The customer can withdraw from the tour at any time before the tour commences. Notice of cancellation should, as a matter of principle, be made in writing in order to provide evidence. Failure to participate in the tour is regarded as the equivalent of cancellation. The date of cancellation is determined by the receipt of notice of withdrawal by Royal Caribbean. If the customer withdraws from the travel contract or fails to commence the tour, Royal Caribbean can demand compensation for arrangements made for the cruise and the costs involved in this. Royal Caribbean has taken ordinary saved costs and the possible use of the tour services by a third-party into account when calculating its cancellation fees. The customer retains the right to provide proof to Royal Caribbean that no - or a lower amount of - damage was actually incurred.

The cancellation fees per person that Royal Caribbean must charge are generally as follows

- Cancellation up to 60 days before tour commencement: 10 % of the tour price
- Cancellation between 59 and 30 days before tour commencement: 20 % of the tour price
- Cancellation between 29 and 15 days before tour commencement: 50 % of the tour price
- Cancellation between 14 and 8 days before tour commencement: 75 % of the tour price
- Cancellation 7 days or less before tour commencement including non-appearance at point of embarkation: 90% of the tour price

If one or more persons sharing a multiple-bunk cabin (2 or more persons) no longer wish to participate in the tour (cancellation), it is necessary to cancel the whole cabin and make a rebooking for the remaining passengers. Royal Caribbean will deduct the value gained from the use of the original tour service and any costs saved. Royal Caribbean will charge a supplement of 100 % of the cabin price if a cabin is rebooked for single occupancy.

#### 8.2 Name change/substitute passenger

If you change a name or nominate a substitute, Royal Caribbean must charge you the additional costs incurred, including additional third-party costs (flight, hotel) Royal Caribbean will in any case charge an additional processing fee of € 60.00 per passenger to cover its own additional costs. A name change is considered to be a change in the spelling of a first or last name. Nominating a substitute or making a name change is only possible if the ship has not yet been blocked for name changes. If such a change becomes necessary after this date, the tour must be cancelled without compensation. In this case, the cancellation fees will not be charged.



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### 8.3 Rebooking

After the contract has been concluded, the customer is not entitled to any change regarding date of travel, tour start (flight), accommodation or type of transportation (e.g. change in cabin category, change in departure, etc.). If a rebooking is effected at the customer's request, Royal Caribbean will charge the customer the additional costs incurred. Rebookings cannot be made if this reduces the tour price. Royal Caribbean will charge an additional € 20.00 per person to cover its own additional costs provided the corresponding request by the customer is made at least 60 days before the cruise begins and a corresponding change is possible.

Changes within 60 days before the tour commences and changes aimed at reducing the price are only possible after the original travel contract has been cancelled. The cancellation fees listed above will then apply (please refer to section 8.1).

### 9. Cancellation by the tour operator

9.1 Royal Caribbean can cancel the travel contract after the commencement of the tour if the customer continues to disrupt the performance of the tour despite being warned by Royal Caribbean, or behaves in a manner that violates the contract to such a degree that the immediate cancellation of the contract is justified. This applies especially for criminal acts on the part of the customer. The same applies for noncompliance with the "Guest Vacation Policy" (e.g. possession of weapons or drugs, violence, offensive behavior). The customer will be informed of the "Guest Vacation Policy" at the beginning of the cruise. The "Guest Vacation Policy" is also available at [www.royalcaribbean.de](http://www.royalcaribbean.de) and is an essential component of the travel terms and conditions

9.2 If Royal Caribbean's medical consultants decide that the customer's mental or physical condition does not allow participation in a tour or continued participation in a tour, because the customer is incapable of travel or is a danger to him-/herself or others, then the travel contract can be terminated at any time and further transport refused. Furthermore, Royal Caribbean is entitled to cancel a travel contract or to refuse transport if a customer has reached the 24th week of pregnancy when the tour commences or would reach this point during the tour.

9.3 If the customer breaches his/her contractual responsibility to provide Royal Caribbean with passport details for submission to the relevant immigration authorities before departure, the travel contract may be cancelled without notice or transport refused.

9.4 If Royal Caribbean terminates the travel contract and refuses further transport for any of the reasons mentioned above, it will retain its claim to the full tour price. However, Royal Caribbean will deduct the value of any expenses not incurred as well as any benefits obtained from the third-party use of any unclaimed services. Royal Caribbean is not liable for any additional costs incurred by the customer. In particular, the customer must bear the additional expense for the return transport to his/her home location.



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### 10. Tour operator's liability

10.1 Royal Caribbean is liable in accordance with the due care and diligence of a prudent businessman for the following:

- Conscientious tour planning
- The careful selection and monitoring of its service providers
- The accuracy of the description of all tour services detailed in its catalogues
- The orderly provision of the contractually agreed tour services, taking into account the applicable legal provisions of the country and city of destination involved.

### 10.2 Contractual limitation of liability

The liability of Royal Caribbean for contractual claims for compensation, excepting claims for personal injury, is limited to a total of three times the amount of the tour price (§ 651 h BGB - German Civil Code),

a) provided that the damage is not caused by Royal Caribbean intentionally or through gross negligence or

b) provided that Royal Caribbean bears sole responsibility for the damage caused to the customer through the fault of a service provider. The tortious liability that Royal Caribbean bears for material damage that cannot be attributed to intent or gross negligence is limited to three times the amount of the tour price paid by the customer. Insofar as the customer is entitled to additional claims as a result of mandatory international conventions (e.g. the Montreal Convention, Second Maritime Amendment Act), or legal provisions based on such, these remain unaffected by this limitation.

### 10.3 Legal limitation of liability

The liability of Royal Caribbean is excluded or limited insofar as the services to be rendered by a service provider are subject to international conventions (e.g. the Montreal Convention, Second Maritime Amendment Act), or to legal provisions based on such, and the liability of this service provider is also excluded or limited.

### 10.4 Liability for third-party services

Royal Caribbean will not be liable for service disruptions, personal injury or material damage arising in connection with services that, as third-party services, are merely negotiated (e.g. flights, transport services to and from the advertised places of departure and destination etc.) if these services are expressly and clearly identified in the tour description or booking confirmation with the name of the contracting party as third-party services.

10.5 Royal Caribbean will not be liable for costs incurred by the customer resulting from his/her late arrival at the ship provided that Royal Caribbean is not contractually liable for the transportation to the ship. This also applies for departure ports and for the various destination ports where land excursions have been organized by the customer him-/herself and were undertaken at the customer's own risk. The captain of the ship is not obliged to wait for any delayed customers.



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### **11. Notice of defect and conditions when canceling due to inadequate performance**

The customer is obliged to notify Royal Caribbean of any deficiency that may arise immediately. Before canceling the travel contract (§ 651 e BGB - German Civil Code), the customer must set a suitable deadline for Royal Caribbean to provide redress unless redress is impossible, is refused by Royal Caribbean or the immediate cancellation of the contract is justified by a special interest.

### **12. Exclusion of claims**

12.1 The customer is excluded from asserting any relevant contractual claims on Royal Caribbean insofar as he/she fails to assert these, wherever possible in writing, on Royal Caribbean within one month after the contractual end of the tour, unless the customer was prevented from observing this deadline through no fault of his/her own.

12.2 However, this does not apply to the deadline for reporting damage to luggage, delays in the delivery of luggage or the loss of luggage related to flights. Legal provisions will apply in these cases.

### **13. Limitation**

#### 13.1 Contractual claims

The customer's right to assert claims in connection with injury to life, body or health as a result of intentional or grossly negligent breach of duty on the part of Royal Caribbean will expire after two years. The right to assert all other contractual claims will expire after one year.

#### 13.2 Claims arising from actionable tort

The right to assert claims arising from actionable tort, provided there is no injury to body or health or violation of freedom and these were not caused by Royal Caribbean intentionally or through gross negligence, will expire after one year.

13.3 The expiry period for contractual claims begins on the day following the date of the contractual end of the tour.

13.4 If negotiations between the customer and Royal Caribbean about a claim or about circumstances justifying the claim are pending, the expiry period will be suspended until either the customer or Royal Caribbean refuses to continue the negotiations. The expiry period resumes no earlier than three months after the end of the suspension.

### **14. Prohibition of assignment**

A passenger is not allowed to assign claims to any third party including spouse or other relatives. It is also not allowed for third parties to bring legal action for claims by the passenger on their own behalf.



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### **15. Cancellation of the contract for exceptional circumstances**

The customer and Royal Caribbean may cancel the contract in accordance with § 651 j BGB (German Civil Code) if the tour is substantially impeded, endangered or impaired as a result of force majeure that was unforeseen at the time that the contract was concluded.

### **16. Passport, visa and health regulations**

Royal Caribbean will provide citizens of European Union member states in which the tours are offered with information on passport, visa, and health regulations before the contract is concluded, and with information on any possible changes prior to commencement of the tour. Citizens of other states can obtain the information from the relevant consulate. This information applies exclusively to German citizens with no special characteristics in the person of the customer or possible fellow passengers (such as dual nationality, statelessness). The customer must meet the requirements for the tour provided the tour operator fulfills its obligations to provide information.

If difficulties arise, for example as a result of a failure to comply with personal requirements, which can be attributed to the customer's conduct (e.g. failure to obtain a necessary visa), the customer may not withdraw from the contract free of charge or use individual tour services without further consequences. In this case, the provisions in sections "Cancellation by the passenger, rebooking, substitute passenger" and "Cancellation by the tour operator" will apply accordingly.

#### Operating air carrier

The EU regulation on informing air transport passengers of the identity of the operating air carriers (Regulation (EC) No. 2111/2005) obliges Royal Caribbean to inform the customer at the time of booking of the identity of the operating airline(s) providing all flights booked in connection with the tour. If the identity of the operating airline is not known at the time of booking, Royal Caribbean will inform the customer of the name of the airline or airlines which will, or are likely to, operate the flight. Royal Caribbean will inform the customer of the name of the airline that will operate the flight as soon as it knows this. Royal Caribbean will inform the customer if the airline that was named to the customer as the operating air carrier changes. Royal Caribbean will immediately take all appropriate steps to ensure that the customer is informed as promptly as possible about the change. The list of air carriers with which air transportation is not allowed can be downloaded from the Internet at [http://ec.europa.eu/transport/airban/list\\_de.htm](http://ec.europa.eu/transport/airban/list_de.htm).

### **17. Travel cancellation insurance**

Travel cancellation insurance is not included in the tour price. Royal Caribbean strongly recommends taking out such insurance when making a booking.



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### **18. Data protection and general**

18.1 Personal data provided by the customer to Royal Caribbean are processed and used electronically where this is required for the performance of the contract.

18.2 The details contained in the travel brochure correspond to the status at the time of publication and may be subject to error. Royal Caribbean is not liable for printing and calculation errors. Evident arithmetical errors entitle Royal Caribbean to contest the travel contract. Royal Caribbean assumes no liability for information contained in third-party brochures whose creation it has no influence on and whose accuracy it cannot inspect. 4.7 Travel agencies are not authorized by Royal Caribbean to provide assurances or to make agreements that go beyond the details contained in the brochures and tour descriptions or confirmation of reservation, that contradict these or that change the confirmed contents of the tour contract.

### **19. Applicable law**

German law applies to the contractual relationship between the customer and Royal Caribbean. This also applies to the whole legal relationship. In cases where the customer brings a claim against Royal Caribbean abroad in which German law is not applied for Royal Caribbean's liability on the merits, German law will be applied with regard to the legal consequences, in particular to the type, extent and amount of the customer's claims.

### **20 Jurisdiction**

20.1 The customer can take legal action against Royal Caribbean at the principal office of Royal Caribbean Cruise Line A/S in Germany, Frankfurt.

20.2 The customer's domicile determines the place of jurisdiction for legal action brought by Royal Caribbean against the customer. Frankfurt will be the agreed place of jurisdiction for legal action brought against customers or contractual partners who are businessmen or legal entities under public or private law, who are persons who have their domicile or usual place of residence abroad or whose domicile or usual place of residence is unknown at the time that the action is brought.

20.3 The aforementioned provisions do not apply when and insofar as something else results in favor of the customer from legally indispensable provisions of international treaties that must be applied to the travel contract between the customer and the tour operator, or when and insofar as indispensable provisions of a member state of the EU of which the customer is a citizen are applicable to the travel contract and are more favorable for the customer than those provisions or the corresponding German provisions.



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Royal Caribbean International, Royal Caribbean, Crown & Anchor, Oasis of the Seas, Allure of the Seas, Independence of the Seas, Freedom of the Seas, Liberty of the Seas, Adventure Ocean, Jewel of the Seas, Serenade of the Seas, Mariner of the Seas, Brilliance of the Seas, Radiance of the Seas, Explorer of the Seas, Voyager of the Seas, Vision of the Seas, Navigator of the Seas, Rhapsody of the Seas, Grandeur of the Seas, Enchantment of the Seas, Legend of the Seas, Splendour of the Seas, Monarch of the Seas, Majesty of the Seas, Adventure of the Seas, CocoCay, Labadee, GolfAhoy!, SuperCharge, Sea Pass, Viking Crown Lounge, ShipShape, Royal Caribbean Cruises are registered trademarks of Royal Caribbean Cruises Ltd.

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