

Travel and Payment Conditions

The booking of holiday services from the FTI Cruises GmbH's (hereafter referred to as FTI) Catalogue is subject to the following travel and payment conditions:

1. Conclusion of the travel contract

Your registration for the required travel should be submitted in writing; by mail, fax or email to FTI or your travel agent. The travel contract between you and FTI comes into effect upon receipt of a written travel confirmation regarding the required travel services sent by FTI to you or to your travel agent (via the address or email you provide).

2. Carriage restrictions for pregnant passengers and children on cruises

Please understand that for safety reasons, due to limited medical care available on the ship, the following carriage restrictions shall apply: pregnant passengers who at the time of embarkation are up to the end of the 21st week of pregnancy have to present a medical certificate that they are fit to travel. Carriage is refused to pregnant passengers from the 22nd week of pregnancy on and to children aged less than three months at the time of embarkation. On all itineraries with three or more consecutive days at sea, children must be at least 12 months old at the time of embarkation. For other standard carriage limitations please refer to those of flight travel.

3. Payment of travel price / insurance cover / withdrawal

(1) With the travel confirmation you will simultaneously receive verification of the necessary insurance cover in accordance with § 651 k BGB (German Civil Code) for all of your booked travel services and payments to be made, which are subject to the following payment conditions. A deposit in the amount of 20 % of the travel price plus possible insurance premiums (see point 14) is due for payment immediately upon receipt of the travel confirmation and insurance certificate. The balance must be paid 30 days before commencement of the travel without any further request. All payments must be made exclusively to the account detailed in the booking confirmation quoting the event number shown therein. The receipt of payment by FTI is always the decisive factor.

Last-minute bookings: For travel contracts concluded less than 30 days prior to the commencement of travel, the total travel price is due for immediate payment.

Something different applies if FTI has reserved a right to withdrawal in accordance with point 7. In this case, payment is not due until the period for exercising the right to withdrawal has expired and the right to withdrawal has not been exercised.

(2) If the payment or deposit or balance is not paid on time or in full, FTI reserves the right, having sent a reminder and set a deadline for payment, to declare that it is cancelling the travel contract and request compensation according to the cancellation charges in point 9 (2).

4. Services / alterations to services or price / subsidiary agreements

(1) The scope of the contractual services is stated in the particulars given in the catalogue or shown on the organiser's own website on the Internet, as well as in the corresponding particulars in FTI's booking confirmation. Particulars given in the catalogues or websites of service providers such as hotels are not binding on FTI.

(2) FTI reserves the right to declare an alteration of the particulars and prices described, prior to the conclusion of a contract. A price alteration prior to the conclusion of the contract can be made in particular on the grounds of an increase in transportation costs, charges for certain services such as, for example, port or airport fees or a change in the exchange-rate applicable for the travel package in question, arising after the particulars have been published, or if the travel package you want is only available by purchasing additional contingencies after the particulars have been published.

(3) FTI reserves the right to increase the agreed travel price at a later date, in order to charge a person-related increase in transportation costs or charges for specific services (such as port and airport fees). This only applies if the date of departure is more than 4 months after the date when the contract is concluded and if the increase occurred after conclusion of the contract and was not known or predictable. In the event of a person-related increase, the price increase is calculated according to the difference between the amount due at the time the alteration is notified and the amount due when

the contract was concluded. FTI will inform the customer immediately if there is a price change. A price change is only permitted up to 21 days prior to the commencement of travel.

(4) FTI reserves the right to perform an amendment with regard to an essential travel service that deviates from the agreed content of the travel contract and that is not done contrary to good faith by FTI, if that becomes necessary following the conclusion of the contract. FTI will make such amendments only if they are not significant and do not diminish the overall design of the travel. FTI will immediately inform the customer of such an essential change to the scope of service upon receipt of the reason for the change.

(5) In the case of a price change of more than 5% of the travel price [number 4 (3)] or of a significant change of an essential travel performance [number 4 (4)] the customer shall be entitled, free of surcharge, to withdraw from the contract or to demand participation in a holiday of a similar value, so long as FTI is in the position to offer such a holiday from its offers without the client having to incur additional costs. The customer is obliged to exercise the aforementioned rights to FTI immediately upon being informed of the changes in travel services. This is recommended in writing.

(6) Travel agencies are not authorized to confirm verbal agreements. Should a clear confirmation of the travel confirmation not come from FTI, requests for booking registration should only be seen as unconfirmed requests, for which no guarantee can be made.

5. Transportation services/connecting flights

Travelling times for the flight days booked, as notified in the travel confirmation are subject to right to alterations of travel performances according to 4 (4). If you want to book additional connecting transport yourself or via your travel agent, then please bear in mind that just like the cruise itself, delays can occur for many reasons. If necessary, when booking connecting transport, please check whether the precise times are already known. When booking connecting transport, please also allow sufficient time for any transport delays. Basically, we recommend a tariff that allows reasonably-priced booking alterations.

6. Passport, visa and health regulations

As a passenger, you yourself are responsible for complying with all travel regulations. Any loss resulting from non-compliance is your responsibility, unless FTI has provided insufficient or incorrect information.

Where it is necessary to obtain a visa to commence a trip, we recommend that you check on the time needed and the requirements for obtaining the visa from the corresponding consulate/embassy, before making your booking.

FTI will inform you on all known health regulations and recommended prophylaxis for the particular destination area you will be visiting. We also recommend that you contact your doctor or a Tropical Institute.

7. Minimum number of passengers

FTI is entitled to cancel the contract if the minimum number of passengers stated in the particulars is not achieved. Cancellation can be declared at the latest 2 weeks prior to the commencement of travel. Any payments already made will be refunded.

8. Substitute person

FTI charges € 30 per person if the customer makes use of the legal option under travel contract law and nominates another person to use the travel services instead of himself. Where such a change will incur further costs for the service provider (e.g. cost of issuing a ticket etc), this is charged for separately.

9. Cancellation

(1) The customer is entitled to cancel the contract at any time prior to the commencement of travel. The time when FTI receives notification of the cancellation is the decisive point. We recommend that this should be notified by registered letter with acknowledgement of receipt. In the event of cancellation, FTI is entitled to levy an appropriate cancellation charge in accordance with § 651 i BGB.

The date when the first contractual service is due to commence is the decisive factor when calculating cancellation charges. This date also serves as the date of commencement of travel for all other services.

(2) FTI makes use of its right to claim cancellation charges at a flat rate under § 651 i (3) BGB. The scale of charges is as follows:

Cruise package from / to port without arrival / departure respectively cruise package with subsequent hotel stay without organized arrival / departure

Up until the 30 th day prior to departure -	20%
From the 29 th to 22 nd day prior to departure –	25%
From the 21 st to 15 th day prior to departure –	35%
From the 14 th to 10 th day prior to departure –	50%
From the 9 th to 7 th day prior to departure –	70%
From the 6 th to 3 rd day prior to departure –	75%
From the 2 nd day prior to departure –	80% of the travel fare.

Cruise package from / to port including arrival / departure with charter flight or scheduled flight that can be rebooked respectively cruise package with subsequent hotel stay including charter flight or scheduled flight that can be rebooked.

Up until the 30 th day prior to departure -	25%
From the 29 th to 22 nd day prior to departure –	30%
From the 21 st to 15 th day prior to departure –	40%
From the 14 th to 10 th day prior to departure –	55%
From the 9 th to 7 th day prior to departure –	75%
From the 6 th to 3 rd day prior to departure –	80%
From the 2 nd day prior to departure –	85% of the travel fare.

Cruise package from / to port including arrival / departure with bus transfer or scheduled flight that cannot be rebooked respectively cruise package with subsequent hotel stay including bus transfer or scheduled flight that cannot be rebooked

Up until the 30 th day prior to departure -	35%
From the 29 th to 22 nd day prior to departure –	45%
From the 21 st to 15 th day prior to departure –	55%
From the 14 th to 10 th day prior to departure –	70%
From the 9 th to 7 th day prior to departure –	80%
From the 6 th to 3 rd day prior to departure –	85%
From the 2 nd day prior to departure –	90% of the travel fare.

Rental cars: Up to the commencement of travel, free of charge. This rule only applies to the cancellation of rental cars, but not to the cancellation of combined travel packages or the cancellation of off-road vehicles, campervans or motor homes. These are charged at the same flat-rate cancellation charges shown above.

Booked individual services such as concert, opera, theatre, ball tickets, travel tickets/passes (e.g. metro, train, bus), shuttle tickets, ski passes, green fees, city tours, museum tickets and individual transfers are not charged at the flat-rate cancellation charges, but must be charged separately and can often incur cancellation charges of up to 100 %.

(3) In principle, the customer has the possibility to demonstrate that the organizer has incurred no loss or very little loss. In this case, the loss is charged according to each individual case.

(4) If the travel has not commenced or if individual services are not used, the total travel fare still remains due for payment. In principle, FTI will endeavour to obtain from service providers a cost - saving for any unused service and provided such cost-savings are refunded to FTI, FTI will also refund them to the customer.

10. Identity of the operating airline for booked flights

In accordance with EU Decree n° 2111/05, we hereby ask you to note that prior to conclusion of the contract, the organizer is obliged to inform the customer about the identity of the airline carrier for all transportation services provided on inward and outward flights, provided the airline company has already been finalized prior to conclusion of the contract. We draw your attention to the details of the airline companies used, as shown in the relevant particulars. Where the airline company has not been finalized yet, we will inform you prior to conclusion of the contract about the airline company that will probably provide the flight. As soon as the airline company is finalized, we will ensure that you receive this information as quickly as possible. This also applies to any other changes to the airline companies who are providing flights.

11. Warranty, remedy, termination, reduction of limitation period

If you think that the travel services are unsatisfactory, then please get in touch immediately with the contact person named in your travel documents, so that remedial action can be taken. If you do not report this problem to the contact person, this can result in you being unable to make any claim (reduction, compensation) for this problem. You can only cancel the travel contract under § 651 e BGB, if you have given FTI an appropriate period to take remedial action, unless remedial action is not possible or is refused by FTI or if you can justify immediate cancellation of the travel contract on the grounds of a special interest. Irrespective of immediate notification of the problem on the spot, you must make any claim for a reduction/compensation directly to FTI in Munich within a period of one month from the contractual end of the cruise. We recommend that you do this in writing. Under § 9 651 c to 651 f BGB, the legal period of limitation is reduced to 12 months for claims under the travel contract, which are subject to the limit of liability in point 12. The period of limitation commences on the day when travel should end according to the contract.

12. Limit of liability

The contractual and tortious liability of FTI for damages other than injury to life, body or health shall be limited in total to three times the cruise fare unless the damage was caused intentionally or through gross negligence or was caused solely by a service provider engaged by FTI. Any further claims due to current international agreements or to legal provisions based on them remain unaffected by the disclaimer.

13. Prohibition of assignment

The transfer of claims under and in connection with the travel contract is excluded, unless at the time of booking, the recipient of the transfer has declared by a separate signature that he also accepts responsibility for the contractual obligations of those persons who have transferred the rights to him under the travel contract.

14. Travel insurances

Unless otherwise expressly stated, travel insurance is not included in the price of the travel package. We recommend that you take out cancellation insurance, third-party travel liability, illness and accident insurance. Where FTI or your travel agent offer travel insurance, they are only acting as an intermediary. The insurance contract is exclusively between the customer and the stated travel insurer. Claims can only be made directly to the insurance company. Please note the terms and conditions of insurance and the obligations under the insurance contract. Insurance premiums are not part of the travel price and they are due for immediate payment when the insurance is taken out. Furthermore, you cannot cancel insurance contracts.

15. Note on the limit of liability in international air traffic

In the event of death or personal injury to passengers, passenger delays and/or luggage delays, as well as the destruction, loss or damage of luggage, liability in the event of carriage by international air traffic is subject to the regulations of the Warsaw Convention or the Montreal Convention. You will find more detailed information about this under www.fti.de, under the heading "Customer Information".

17. Court of jurisdiction

FTI's court of jurisdiction is Munich. In the event that FTI's contracting partner has no general court of jurisdiction in his home country or the claimant partner moves his head office or place of residence out of the region covered by the law of the Federal Republic of Germany, prior to conclusion of the contract, or in the event that his head office or place of residence is not known at the time the

complaint is made, as well as if FTI's contracting partner is a businessmen, then Munich is agreed as the court of jurisdiction.

You contract partner:

FTI Cruises GmbH,
Landsberger Str. 88, 80339 Munich / Germany
Munich County Court, HRB 186982
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