TERMS AND CONDITIONS

10 MEDITERRANEAN FESTIVE CRUISE

Destinations: **Spain, Portugal, Morocco, France and Gibraltar.**

Vessel: **CELESTYAL DISCOVERY**

All rates are per person based on a single or double occupancy of a stateroom (Cabin) & hotel accommodation and have been quoted in Ghanaian Cedis.

Current local exchange rates apply when paying in foreign currency.

PACKAGE INCLUDES:

- ✓ Full board cabin accommodation with breakfast, lunch & dinner
- ✓ Unlimited soft drinks, tea, coffee and juice (6:30am - 10:00pm)
- ✓ Entertainment on board
- ✓ Free Wi-Fi onboard
- ✓ 1-night post-cruise 5-star hotel accommodation in Lisbon (X'mas)
- ✓ 1-night pre-cruise 5-star hotel accommodation in Lisbon (New Year)
- ✓ 1-night post-cruise 5-star hotel accommodation in Barcelona (New Year)
- ✓ City tour in disembarkation destination
- ✓ Port, service charges & gratuities
- ✓ Travel insurance, visa support & all ground transfers
- ✓ Flights (Accra - Barcelona/Lisbon - Accra)

PACKAGE EXCLUDES:

- ✓ Visa fees
- ✓ Alcoholic beverages
- ✓ Shore excursions
- ✓ Any item /activity not mentioned above

Passenger policy

Infants from 3 months to 2 years of age (1.99 y.o.) sharing a cabin with 2 full paying adults pay only applicable port charges and visa fees.

Children cruise rate applies to children from the age of 2 to 11 years (11,99 y.o.) sharing a cabin with 2 full paying adults.

Adult cruise rate applies to children from the age of 12 and above.

Invoicing

All invoices shall be issued electronically by the Company and communicated to the other party by e-mail to the e-mail address provided to us or by WhatsApp.

Payment Information Please send copy of proof of payment to e-mail: enquiries@yourcruisepeople.com

Payment Terms

Days Prior to Departure	**Terms of Payment**
>90 days before the date when the Cruise is scheduled to begin.	**Non-Refundable Deposit (Required to book the package)** 50% of the package cost **Final Payment** Must be made **45 days** before departure .
89-46 days Before the date when the Cruise is scheduled to begin.	**Non-Refundable Deposit (Required to book the package)** 50% of the package cost **Final Payment** Must be made **30 days** before departure .
45 days or less Before the date when the Cruise is scheduled to begin.	**Non-Refundable Deposit (Required to book the package)** 100% (full payment) of the package cost

Cancellation Policy - CANCELLATION OF CRUISE BY CELESTYAL CRUISES

Celestyal Cruises may cancel your cruise at any time, by giving you a written notice of cancellation.

If before or during a cruise, Celestyal cancels your cruise for any reason, Celestyal may at their sole discretion and election refund you the amount of your cruise fare in proportion to the part of the cruise which has not been performed; transfer you to another cruise of a similar, but not necessarily identical, class and type, sailing substantially the same route with substantially similar accommodation and facilities as on the cruise for which you booked.

Cancellation Policy - CANCELLATION OF CRUISE BY CLIENT

Days Prior to Departure	**Cancellation Charge Per Person**
>90 days before the date when the Cruise is scheduled to begin	Full Refund
89-60 days before the date when the Cruise is scheduled to begin	Refund - 80% of package cost
59-30 days before the date when the Cruise is scheduled to begin	Refund - 50% of the package cost
29 days or less before the date when the Cruise is scheduled to begin	No Refund

Embarkation

All tickets shall be issued electronically (e-tickets) following the full settlement of payments towards the Company. The Company shall then send the e-tickets to the individual or the Agent. All passengers/Customers are required to have and show their e-ticket during the embarkation process.

Contact Details

Reservations (FIT)
E-mail: enquiries@yourcruisepeople.com / Tel: +233 308 251055 **or** +223 244 493299

Groups E-mail: bookings@yourcruisepeople.com / Tel: +233 308 251055 **or** +223 244 493299

Our responsibility for the performance of the package holiday

1. We do not own or provide any of the services, facilities or travel arrangements which make up your package holiday. These are provided by third party suppliers whom we arrange to provide the services, facilities or travel arrangements which make up your package holiday. We have a legal duty to exercise reasonable skill and care in making the arrangements for the suppliers to provide the services, facilities and travel arrangements to you.
2. We also have a liability to you for the performance of the travel services included in your package holiday under the package travel regulations (PTR), irrespective of the fact that such travel services are to be performed by the suppliers.
3. You must tell us immediately of any failure to perform or improper performance of your package holiday ("Failure"). This will give us the opportunity to resolve the Failure whilst you are on your holiday. If we refuse to do so, or if it is necessary to remedy the Failure immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails

disproportionate costs. In that case, your only right will be to seek a price reduction or compensation.

4. If a significant proportion of the travel services included in your package holiday cannot be provided as agreed in the booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the package holiday. The alternative arrangements shall, where possible, be of equivalent or higher quality than those specified in your booking. Where they are of lower quality, you will be entitled to a price reduction as described in clause 11 below. You may only reject the alternative arrangements we offer to you if they are not comparable to what was agreed in the booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with clause 11.
5. If a Failure substantially affects the performance of the package holiday, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your package holiday or terminate your booking without paying a termination fee. If you decide to terminate, then if your package holiday includes carriage to the destination, we shall also repatriate you with equivalent transport without undue delay back to your place of departure and at no extra cost to you. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with clause 11.
6. If we are unable to ensure your return to your place of departure as agreed in your package holiday because of Unavoidable and Extraordinary Circumstances, we shall bear the cost of necessary accommodation, if possible, of equivalent category for a period not exceeding three nights per passenger. This limitation shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we had been notified of their particular needs at least 48 hours before the start of the package holiday.
7. If a longer period of accommodation than that referred to above is provided for in Union passenger rights legislation (as described in the PTR) concerning your

mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described above in the event of Unavoidable or Extraordinary Circumstances, then the limits set out in such legislation will apply instead.

Price reductions, compensation for damages and our liability to you

1. You will be entitled to an appropriate price reduction for any period during which there is a failure, unless the failure is attributable to you.
2. You shall be entitled to receive appropriate compensation from us for any damage you sustain as a result of a failure except where the failure is:
    a) attributable to you;
    b) attributable to a third party unconnected with the provision of the travel services included in the holiday package and is unforeseeable or unavoidable; or
    c) due to Unavoidable and Extraordinary Circumstances.
3. We shall not be liable to pay compensation to you in connection with your package holiday where there are international conventions which limit the extent or the conditions under which compensation would have to be paid by one of our suppliers. These same limitations will apply to us and in an identical manner as if such limitations applied directly to us. These international conventions include (but are not limited to) the Montreal Convention in respect of travel by air (and all earlier related conventions), the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980), the Geneva Convention in respect of travel by road and the Paris Convention in respect of the provision of accommodation. We shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements which make up the package holiday. Please ask us for copies of these international conventions if you would like to see them.

4. Our liability will also be limited in accordance with the contractual terms of the suppliers which provide the transportation element of your package holiday and in an identical manner as if such limitations applied directly to us.
5. Our liability to you in connection with your package holiday shall be limited to a maximum of three times the cost of your package holiday, except in cases involving death, injury or illness where we or suppliers have caused such damage intentionally or with negligence.
6. If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.
7. Except as set out above, we accept no liability for any claims, losses, expenses, damages or liability for your package holiday, except in cases involving death, injury or illness where we have caused such damage with negligence.
8. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website and we have not agreed to arrange them and any excursion you purchase in resort.
9. The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of Ghana which would have applied had those services been provided in Ghana.

   The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise

reasonable skill and care as referred in "Our responsibility for the performance of the package holiday" above. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

10. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (1) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.

11. You must provide us and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

12. It must be noted that the grant or refusal of a visa is at the sole discretion of the Embassy/ High Commission and Cruise People is neither involved in the process nor is liable or responsible in any manner whatsoever for any delay in processing or grant or rejection of the visa application of any applicant by the Embassy, which reserves the right to ask for further documentation and to refuse the visa application. Refusal of visas will not be accepted as a grounds for refund.

Unavoidable and Extraordinary Circumstances

In these Booking Conditions, where we refer to as Unavoidable and Extraordinary Circumstances, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken. This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract. Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in Price reductions, compensation for damages and our liability to you) as a result of Unavoidable and Extraordinary Circumstances.

Your Cruise People reserves the right to add, change or modify reduced rate conditions at any time, without notification. Your Cruise People Deposit and Cancellation standard policies apply based on the booking/sailing date. Your Cruise People reserves the right to correct any incorrect information due to a human error, typographical error or technical error. Other restrictions may apply. The general terms and conditions of our representative cruise companies apply.