



SWAN HELLENIC

**Annex07
Terms & Conditions**

Dear cruise guests,

Please read these travel conditions carefully before booking your package tour, because you accept them as binding with your booking. The following terms and conditions apply to all bookings and, where effectively agreed, govern the contractual relationship between you and Swan Hellenic Travel Ltd. (hereinafter referred to as "Swan Hellenic Travel") in addition to the legal provisions of EU Package Travel Directive respectively the national law implementation of named directive – as here i.e the Cyprus implementation as "The Package Travel and Linked Travel Arrangements Law Number 186(I) of 2017, or respectively the applicable transition of EU directive 2015/2302 into national law for your country, where the travel modules are offered. The travel conditions supplement and complete these. Before concluding a package tour contract, we must inform you about the details of your cruise package tour, which are substantial, as well as about your rights under EU Directive 2015/2302. You can find the information on your package tour in the general and specific service descriptions of our tours and these travel conditions. In addition to your rights under EU Directive 2015/2302, we have included the required form on our website, in your travel agency and in the booking systems in which our trips can be booked. In addition, the General Conditions of Carriage of Passengers and their Luggage by Sea of the Carrier/Shipping Company (conditions of carriage) and the Conditions of Carriage of the Operating Carrier for regular scheduled flights with international airlines apply to flight services. These conditions are available from your travel agent or on request from our call center.

We would like to point out that tour operator within the meaning of the applicable statute as transitional definition of the named EU directive – in the Cyprus" The Package Travel and Linked Travel Arrangements Law 186 (I) of 2017 is exclusively Swan Hellenic Travel Ltd., for all trips offered on the website.

The term "customer" is used below to refer to our contractual partner and the term "traveller" to refer to those persons who actually commence the journey.

We recommend every traveller to take out a travel cancellation insurance, travel interruption insurance and a travel health insurance policy with assumption of the return transport costs of repatriation.

PERSONAL REQUIREMENTS OF THE TRAVELLER

The customer assures that the travellers are fit to travel. Swan Hellenic Travel has the right to demand a medical certificate from the customer stating that the travellers are fit to travel. Persons under 18 years of age may only take part in a

journey when accompanied by a person 18 years of age or older. Swan Hellenic Travel cannot guarantee the necessary medical care for children. Children under the age of 8 are not eligible for Swan Hellenic Cruises expeditions with zodiac disembarkations. Unfortunately, women who will enter the 24th week of pregnancy by the end of their booked cruise cannot take part in such a cruise

1. REGISTRATION AND CONCLUSION OF THE TRAVEL CONTRACT

- 1.1 With the booking (travel registration) the customer bindingly offers Swan Hellenic Travel the conclusion of a travel contract and at the same time confirms to Swan Hellenic Travel the knowledge of the above mentioned pre-contractual information. Registration is possible in writing, by fax or electronically, in exceptional cases also by telephone. It is made by the applicant also for all participants listed in the registration. The basis of this offer is the travel advertisement with all information contained therein, in particular also with regard to offered flight services, as well as these travel conditions.
- 1.2 The package travel contract is concluded exclusively with the written travel confirmation or invoice by Swan Hellenic Travel. The electronic confirmation of receipt of the travel registration as well as a booking form signed at the travel agency, if applicable, do not constitute acceptance of the travel contract. If the travel confirmation is made immediately after pressing the button "Book Now" by the immediate display of the travel confirmation on the screen, the package travel contract is concluded with the display of this travel confirmation. Swan Hellenic Travel is not obliged in case of non-acceptance of the travel request to expressly declare non-acceptance and/or to justify non-acceptance to the customer.
- 1.3 The customer is responsible for all contractual obligations of fellow travellers for whom he makes the booking as for his own, provided that he has assumed this obligation by express and separate declaration.
- 1.4 If the content of the travel confirmation deviates from the content of the registration, Swan Hellenic Travel shall be bound to this new offer for 7 days. The travel contract is concluded on the basis of the new offer if the customer accepts the offer by express declaration, down payment, payment of the balance or commencement of travel within the specified period. According to the legal regulations for cruise package contracts concluded at a distance (e.g. via letters, telephone calls, e-mails, telemedia or online services), there is no right of rescission, but only the legal right of withdrawal and cancellation. However, a right of cancellation exists if the contract for travel services has been concluded outside business premises, unless the negotiations on which the conclusion of the contract is based were based on a

previous order by the consumer; in the latter case there is no right of rescission.

2. PAYMENT

2.1 Swan Hellenic Travel and travel agents may only demand or accept payments on the travel price before the end of the trip, if the security note/ bonding information has been handed over to the customer. After conclusion of the contract, a down payment of 15% of the cruise package price is due upon handing over of the security certificate. The remaining payment is due 60 days before the start of the trip, provided that the security note has been handed over.

2.2 If the customer does not make the down payment and/or the balance payment in accordance with the agreed payment due dates, and if Swan Hellenic Travel is willing and able to properly provide the contractual services, has fulfilled the statutory information obligations and no legal or contractual right of retention exists on your part, Swan Hellenic Travel shall be entitled, in the event of non-performance of the down payment, to withdraw from the package cruise package contract after issuing a reminder setting a deadline and to charge you with the costs of withdrawal in accordance with section 4.2 sentences 2 to 4.4. If the agreed cruise package price has not been paid in full by the due date, Swan Hellenic Travel shall be entitled to terminate the package cruise package contract and to claim damages in the amount of the corresponding cancellation fees, provided that there was not already at that time a package cruise package deficiency justifying cancellation. Swan Hellenic Travel shall be entitled to claim damages for non-performance under the conditions of Cyprus Law or similar national law statutes . If you have booked your trip only 60 days before the start of the trip or later, full payment must be made immediately after receipt of the travel confirmation with security note/ bonding information. With the travel confirmation/invoice you will receive a security note based on the local law requirements. Swan Hellenic Travel has taken out insolvency bonding according to ACTA Briefing for all cruise only bookings and for all Flight inclusive cruise packages to secure your customer deposits and full payments. The respective local security note securitizes a direct claim against the bonding organization in the event of insolvency of Swan Hellenic Travel and it's address is sent to you with the travel confirmation.

3. CHANGES IN PERFORMANCE

- 3.1 The offers and information on the scope of the contractual travel services on our website correspond to the status at the time of publication. The travel prices are based on the current rates of carriage and exchange rates applicable at the time of the travel advertisement. Until the customer's booking request has been transmitted, however, changes to the services/ the scope of services/ the ship route/ the arrival and departure modalities are possible for objectively justified reasons, which is why Swan Hellenic Travel expressly reserves this right. Swan Hellenic Travel will of course inform the customer of these changes prior to the conclusion of the contract or prior to the submission of its binding contractual offer.
- 3.2 Swan Hellenic Travel expressly reserves the right to deviations and changes of individual travel services from the contractually agreed content of the package travel contract, which become necessary after conclusion of the contract, as far as these changes are insignificant according to EU Package Travel Directive in the Cypriot transition or the respective national law statutes in your country where the travel modules are offered. In the case of cruises, changes to the itinerary are possible at any time, e.g. due to official regulations, special circumstances of shipping traffic, medical emergencies, or if a different itinerary becomes necessary in the interest of the safety of the passengers or for weather reasons or related to national or international epidemic or pandemic rules. The captain responsible for the ship shall decide on such changes to the itinerary and/or travel and layover times that become necessary after conclusion of the contract.
- 3.3 Any warranty claims shall remain unaffected if the changed services are defective.
- 3.4 Swan Hellenic Travel is obliged to inform the customer of significant changes to the contract immediately after becoming aware of the reason for the change.
- 3.5 If Swan Hellenic Travel is only able to provide the booked trip due to a circumstance occurring after conclusion of the contract under significant change of one of the essential characteristics of the travel service, or only under deviation from a contractual agreement made separately between Swan Hellenic Travel and the customer, Swan Hellenic Travel shall be entitled to offer the customer a corresponding contractual change as new offer before commencement of the trip, or optionally also participation in another trip (substitute trip). In such a case, the customer shall have the right to withdraw from the booked trip without payment of compensation, to demand participation in a substitute trip or to accept the new offer to change the contract within 7 days of receipt of our notification of change with the new offer. Swan

Hellenic Travel shall expressly inform the customer of this period in the notification of change. Therefore, the offered new contract shall be deemed accepted if the customer does not inform Swan Hellenic Travel within this set period that he wishes to withdraw from the cruise package contract free of charge or demands participation in a substitute cruise package offered. The new offered service shall replace the service originally owed under the contract. Any warranty claims remain unaffected if the new service is defective.

4. CANCELLATION BY THE CUSTOMER BEFORE COMMENCEMENT OF TRAVEL / CANCELLATION COSTS

- 4.1 The customer can withdraw from the trip at any time before the start of the trip. Cancellation must be made to Swan Hellenic Travel at the address given below. If the trip was booked through a travel agency, the withdrawal can also be declared to this agency. The customer is recommended to declare the cancellation in writing. The date of receipt by Swan Hellenic Travel or the respective travel agency of the notice of withdrawal shall be decisive for the date of withdrawal.
- 4.2 If the customer withdraws before the start of the trip or does not commence the trip, Swan Hellenic Travel loses its claim to the travel price. Swan Hellenic Travel may instead demand reasonable compensation insofar as Swan Hellenic Travel is not responsible for the cancellation or insofar as extraordinary circumstances do not occur at the place of destination or its immediate vicinity which considerably impair the performance of the journey or the carriage of persons to the place of destination; circumstances are unavoidable if they are not subject to the control of Swan Hellenic Travel and their consequences could not have been avoided even if all reasonable precautions had been taken.
- 4.3 The amount of the compensation shall be determined by the travel price less the value of the expenses saved by Swan Hellenic Travel and less what Swan Hellenic Travel acquires through other use of the travel services, which shall be justified by Swan Hellenic Travel at the customer's request. Swan Hellenic Travel has determined the following compensation level schedule taking into account the period between the notice of withdrawal and the commencement of the journey as well as the expected savings of expenses and the expected acquisition through other use of the travel services. The compensation will be calculated as follows with the respective cancellation scale after the date of receipt of the notice of cancellation:
The following cancellation fees apply to all other trips, with the exception of Special Cruise Itineraries:



SWAN HELLENIC

- A USD 300/ EUR 300/ GBP 300/ CAD 300.00/ AUD 300/ NZD 300 administrative fee is assessed for all cancellations up to 120 days before cruise departure.
- For cancellations 119-60 days prior to departure: 15% of the cruise package price;
- For cancellations 59-30 days prior to departure: 75% of the cruise package price;
- For cancellations 29 days prior to departure: 100% of the cruise package price

For "Specials" the terms for cancellation will be published in the detailed product description of the "Special".

Standard cancellation and payment plan policies will be replaced by special cruise itineraries policies and payment plans for the following journeys:

In the case of flight tickets for special price conditions which are booked in addition to the cruise arrangement, 100% of the net ticket price will be charged as cancellation fees in the event of cancellation or no show, taxes and fees on the flight ticket will be refunded.

- 4.4 In any case, the customer is at liberty to prove to Swan Hellenic Travel that Swan Hellenic Travel has incurred no damage at all or substantially less damage than the cancellation level demanded by it.
- 4.5 Swan Hellenic Travel reserves the right to demand a higher, concrete compensation instead of the aforementioned cancellation level if Swan Hellenic Travel proves that it has incurred significantly higher expenses than the applicable cancellation level. In this case, Swan Hellenic Travel shall be obliged to quantify and substantiate the claimed compensation taking into account the saved expenses and any other use of the travel services.
- 4.6 The statutory right of the customer to demand from Swan Hellenic Travel in accordance with EU Package Travel Directive in the Cyprus Transition or the respective national law statutes, in your country where the travel modules are offered that a third party takes over the rights and obligations arising from the package travel contract instead of him shall remain unaffected by the above conditions. Until the start of the trip, i.e. taking into account a reasonable period of time for organisational measures which must be reasonable for Swan Hellenic Travel, the customer may demand that a third party takes his place in the rights and obligations arising from the package travel contract. Swan Hellenic Travel may object to the entry of the third party if the third party does not meet the special travel requirements or if its participation is contrary to statutory regulations or official orders. If a third party enters into the contract, he and the customer shall be jointly



SWAN HELLENIC

and severally liable to Swan Hellenic Travel for the travel price and the additional costs incurred as a result of the entry of the third party, in particular for changing the flight tickets and fees of the respective service providers.

We charge handling fees of USD 50/ EUR 50/ GBP 50/ CAD 50/ AUD 50/ NZD 50 for the transfer of the contract to a substitute person (plus any fees charged by third parties – in particular airlines).

Declarations of withdrawal, rebooking and changes should be made in writing in the interest of the customer and for reasons of proof.

5. REBOOKING

5.1 If a customer wishes to rebook for another trip, he should ask Swan Hellenic Travel to clarify whether the request can be met. There is no legal right to rebooking. This does not apply if the rebooking is necessary because Swan Hellenic Travel has not provided the traveller with any, insufficient or incorrect pre-contractual information in accordance with EU Package Travel Directive in the Cyprus transition or the respective national law statutes, in your country where the travel modules are offered; in this case the rebooking is possible free of charge. Otherwise, rebooking is only possible if the rebooking takes place on a trip that begins within six months of the original departure date and is more expensive. Changes can only be made up to 61 days before departure and will only be permitted once. In contrast, changes that only relate to individual travel services (e.g. hotel or flight) as well as pure name corrections that do not represent a change of person are possible at any time before departure. When registering your trip, Swan Hellenic Travel must have your full name with all first names and surnames and the names of all registered travellers congruent with your valid passport. After Swan Hellenic Travel has confirmed the trip, name changes are only permitted for a handling fee of USD 50/ EUR 50/ GBP 50/ CAD 50/ AUD 50/ NZD 50 per person. Name changes on scheduled flights are only possible in exceptional cases and on request; Swan Hellenic Travel charges a name change fee in line with the conditions of carriage of and requested by the single airlines per person after the issue of the ticket. Depending on the availability of the airfields, additional surcharges may apply. Pure name corrections in case of incorrect spelling are free of charge. The customer will be charged USD 100/ EUR 100/ GBP 100/ CAD 100/ AUD 100/ NZD 100 for rebookings and changes as well as fees charged by third parties (airlines fees excluded – see above). The advertised conditions apply to rebookings and new bookings; discounts and special conditions for the trip to be rebooked cannot be transferred.

5.2 Irrespective of this, each customer is free to withdraw from the originally booked trip under the cancellation conditions under Item 4.3 and to book a new trip. This is mandatory for each rebooking request 60 days or later to departure date.

6. SERVICES NOT USED

If the traveller does not make use of individual travel services which have been duly offered to him for reasons attributable to him (e.g. early return or other compelling reasons), he shall not be entitled to pro rata reimbursement of the travel price. Swan Hellenic Travel will endeavour to have the saved expenses reimbursed by the service providers. This obligation shall not apply if the services concerned are completely insignificant or if reimbursement is contrary to statutory or official provisions.

7. TERMINATION FOR REASONS OF CONDUCT OR UNAVOIDABLE, EXTRAORDINARY CIRCUMSTANCES

Swan Hellenic Travel may terminate the Travel Contract without notice if the Traveller

- (a) he has not notified any unfitness to travel known to him before the start of the journey;
- (b) knowingly misstated his age;
- (c) is, in the judgement of the master or the ship's doctor, incapable of travelling because of illness, infirmity or any other cause i.e. pandemic suspect;
- (d) is dependent on company, but travels unaccompanied;
- e) the performance of a voyage, notwithstanding a warning from Swan Hellenic Travel or the ship's management, causes lasting disruption or behaves in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified;
- f) booked with false personal or nationality details;
- g) does not appear at the start of the journey within the check-in periods provided, or does not comply with the necessary travel regulations or does not carry the necessary travel documents, so that there is a risk that other passengers may not leave the ship for shore leave.
- h) carries weapons, ammunition, explosive or flammable substances and the like,

(i) consumes or carries drugs or commits criminal offences while travelling. A justified termination also exists in the case of an attempt of the aforementioned actions h) and i).

j) is on corresponding anti-terror lists of the EU or OFAC.

If Swan Hellenic Travel terminates the contract, Swan Hellenic Travel retains the right to the travel price; however, Swan Hellenic Travel must allow itself to be credited with the value of the saved expenses as well as those benefits which Swan Hellenic Travel obtains from another use of the service not used, including the amounts credited to Swan Hellenic Travel by the service providers.

If Swan Hellenic Travel is prevented from carrying out and fulfilling the cruise package contract prior to commencement of travel due to unavoidable, extraordinary circumstances, Swan Hellenic Travel may declare its withdrawal from the contract to the customer immediately after becoming aware of the reason for withdrawal. Swan Hellenic Travel will then refund the paid travel price within 14 days. Swan Hellenic Travel reserves the right to demand reasonable compensation for travel services rendered or to be rendered.

On board there is an on-board regulation which must be observed and observed by the customer without restriction. The captain is responsible for the ship, the passengers and the crew. Within the framework of the seamanly conduct of the ship, the guarantee of safety, as well as with regard to the observance of the ship rules, the captain has the sole decision-making authority and is thus entitled to expel customers from the ship without compensation.

8. WARRANTY / COOPERATION OBLIGATIONS OF THE TRAVELLER

8.1 Notification of defects;

If the trip is not carried out in accordance with the contract, the traveller can demand remedy. To the extent that Swan Hellenic Travel was unable to remedy the defect due to a culpable omission of the notice of defects, the Traveller may neither assert claims for a reduction of the purchase price pursuant to EU Package Travel Directive in the Cyprus transition or the respective national law statutes, in your country where the travel modules are offered, nor claims for damages pursuant to damage of tort definition or the respective national law statutes, in your country where the travel modules are offered. Insofar as the notice of defects is not recognisably futile or unreasonable for other reasons, the traveller can immediately notify the cruise package guide at the holiday destination of this or on board the vessel. If a cruise package guide is not available on site, the customer may notify Swan Hellenic Travel of any travel defects at its registered office. The customer will be informed



SWAN HELLENIC

about the availability of the cruise package guide or of Swan Hellenic Travel in the service description, at the latest, however, with the travel documents. The cruise package guide shall be instructed to remedy the situation as far as this is possible. However, he is not authorized to recognize claims of the traveller. The customer can demand a reduction of the travel price corresponding to the reduced performance (i.e. regarding the Cyprus transition or the respective national law statutes, in the country where the travel modules are offered) if, despite his request for remedy (see 8.1.), travel services or substitute services accepted by him were not provided in accordance with the contract.

8.2 Deadline prior to termination;

If a customer wishes to terminate the travel contract in accordance with EU Package Travel Directive in the Cyprus transition or the respective national law statutes, in your country where the travel modules are offered, due to a significant deficiency in travel as described in EU Package Travel Directive in the Cyprus transition or the respective national law statutes, in the country where the travel modules are offered, insofar as it is substantial, he must first set Swan Hellenic Travel a reasonable deadline for remedial action. This only does not apply if remedy is refused by Swan Hellenic Travel or if immediate remedy is necessary. If the cruise package is then significantly impaired as a result of the non-contractual provision of services, the customer may terminate the package cruise package contract. If the contract is cancelled thereafter, the customer shall retain the right to repatriation if the contract included repatriation. Swan Hellenic Travel shall bear the additional costs of the return transport. Cases of unforeseeable, extraordinary circumstances which do not affect any travel services provided by Swan Hellenic Travel do not entitle the customer to withdraw from the package travel contract free of charge. The customer's request for remedy may also be addressed directly to Swan Hellenic Travel:

Swan Hellenic Travel Ltd. www.swanhellenic.com, Phone +49 (0)211 1386 6123, E-mail: support@SwanHellenic.com

Authorised recipient and representative:

Swan Hellenic Travel Ltd. UK Branch: Office 1403 20 Brock Street, Regents Place, London, United Kingdom, NW1 3DS

Swan Hellenic Travel Ltd. German Branch: Koenigsallee 14, Dusseldorf, 40212

The customer must note that in the case of reports to his travel agent outside his opening hours, a direct transfer to Swan Hellenic Travel for the speedy processing of the remedy request is not guaranteed.



SWAN HELLENIC

If Swan Hellenic Travel culpably violates obligations arising from the package travel contract, Swan Hellenic Travel shall be obliged to compensate the customer for the resulting damage (based on EU package Travel Directive in the Cyprus transition or the respective national law statutes, in the country where the travel modules are offered). If the journey is thwarted or considerably impaired as a result, the customer may, if he has demanded unsuccessful remedy (see 8.1.), also demand reasonable compensation in money for the useless holiday time spent.

8.3 Loss of baggage, damage to baggage and delay of baggage, Swan Hellenic Travel strongly recommends that damage or delays in delivery during air travel be reported immediately to the responsible airline at the airport by means of a Property Irregularity Report (P.I.R.). Airlines usually refuse refunds if the damage report has not been completed. In case of damage to luggage, the damage report must be submitted within seven days and in case of delay within 21 days of delivery. Otherwise, the loss, damage or misrouting of baggage must be reported to the cruise package guide or the local representative of Swan Hellenic Travel. Damage to or loss of luggage during embarkation or disembarkation must be reported immediately. The customer is obliged to notify Swan Hellenic Travel or its agents in writing. If cabin baggage is visibly damaged, the customer must notify Swan Hellenic Travel of the damage immediately, at the latest, however, at the time of disembarkation. In the case of other, externally recognizably damaged luggage, which has been transported by the on-board personnel or stored for the customer, the customer must report the damage as soon as it is handed back to him. If the damage is not externally visible, the report must be made no later than 15 days after disembarkation, handover or the time at which handover was scheduled. The carriage, stowage and handling of the passenger's own luggage on board shall always be at the passenger's own risk. Cabin luggage damage is limited to a maximum liability amount of 2,250 units of account (unit of account is the special drawing right of the International Monetary Fund). The amount shall be converted into Euro/GBP/USD/AUD according to the value of the Euro/GBP/USD/AUD in relation to the Special Drawing Right, per customer and per trip, insofar as damage was neither intentionally nor grossly negligently caused by Swan Hellenic Travel. The limitation of liability shall also apply insofar as Swan Hellenic Travel is responsible for any damage incurred by the customer solely due to the fault of a service provider. In the event of loss of or damage to mobility equipment or other special equipment used by a passenger with reduced mobility, Swan Hellenic Travel shall reimburse the replacement value of the equipment concerned or, if applicable, the repair costs. (i.e

implementation of the EU Regulation 392/2009 or the respective national law statutes, in your country where the travel modules are offered).

9. LIMITATION OF LIABILITY

9.1 The contractual liability of Swan Hellenic Travel for damages that do not result from injury to life, body or health (including liability for injury before, – in addition to, – or after contractual obligations) is limited to three times the cruise package price, insofar as damage to the customer is caused neither intentionally nor by gross negligence or insofar as Swan Hellenic Travel is responsible for any damage incurred by the customer solely due to the fault of a service provider. Any further claims based on international agreements shall remain unaffected by this limitation of liability. For all claims for damages against Swan Hellenic Travel based on tort, which are not based on intent or gross negligence, the liability for property damage is limited to three times the travel price. These maximum liability sums apply per customer and trip. Any further claims based on international agreements shall remain unaffected by this limitation of liability.

9.2 If Swan Hellenic Travel is appointed as a contractual shipowner, liability shall be governed by the special international conventions or statutory provisions based on such conventions. Carriage by sea is subject to the liability provisions of the Athens Convention 1974 and the Protocol thereto 2002 as well as the IMO Reservation and the IMO Guidelines for the Implementation of the Athens Convention, which have been implemented in the European Community by Directive 392/2009 for the Carriage of Passengers by Sea. The exact limits of liability can be found here. The provisions of this paragraph shall not apply only if the provisions referred to in point 9.1 lead to a lesser claim on Swan Hellenic Travel. In this context, Swan Hellenic Travel draws attention to the following points in connection with the liability provisions for sea transport:

The liability of Swan Hellenic Travel for the loss of and damage to luggage, mobility aids and other special medical equipment used by customers and/or their fellow passengers with reduced mobility is excluded if the customer and/or fellow passenger does not notify Swan Hellenic Travel of the damage at the latest at the time of disembarkation or at the latest 15 days after disembarkation in the case of damage which is not recognisable. A written notification is not required if both parties have already jointly determined the damage within the period.



SWAN HELLENIC

c) Swan Hellenic Travel is not liable for damage to or loss of personal equipment or valuables (e.g. money, important documents, precious stones, jewellery, works of art, dentures, photo and film cameras, smartphones, notebooks and tablet PCs including accessories, etc.) due to theft, other loss or other extreme influences, which are not attributable to intentional or grossly negligent conduct on the part of Swan Hellenic Travel, unless they were deposited for safekeeping during transport, e.g. in the reception safe.

9.3 Swan Hellenic Travel is expressly not liable for service disruptions, personal injury and material damage in connection with services which are merely brokered as third-party services (e.g. excursions, sports events, visits to the theatre, exhibitions, transport services to and from the advertised place of departure and destination), all third-party services are clearly and identifiably marked as such and are therefore not part of the travel service to be provided by Swan Hellenic Travel within the scope of the travel contract.

9.4 Swan Hellenic Travel has compiled an extensive shore excursion programme for the customer which in some illustrated cases is offered exclusively by carefully selected local organisers of the respective destination (port). Swan Hellenic Travel is only responsible for arranging these shore excursions, which are not organised, monitored or controlled by Swan Hellenic Travel. The shore excursion programme is provided by local tour operators who work independently of Swan Hellenic Travel. Organizers of shore excursions plan these in accordance with the lay times of the ship. Swan Hellenic Travel carries out the mediation of such external services as a pure service for the customer, but Swan Hellenic Travel is liable for errors in the mediation.

9.5 Air carriage owed as part of a cruise package is subject to the liability provisions of the Montreal Convention of 1999, as amended by Regulation (EC) No 779/2002.

9.6 Swan Hellenic Travel recommends that customers take out travel accident and luggage insurance in their own interest.

10. LIMITATION PERIOD –INFORMATION ON CONSUMER DISPUTE SETTLEMENT

10.1 All contractual claims of the customer shall become statute-barred after two years. The claims for damages under maritime law due to death, damage to body or luggage become statute-barred after two years. Claims arising from tort shall become statute-barred within three years unless they also arise under the provisions of the Cyprus Commercial Code on maritime liability.

10.2 The limitation period begins on the day on which the trip should end according to the contract. If the last day of the period falls on a

Sunday, a public holiday recognised by the state at the place of declaration or a Saturday, the next working day shall take the place of such a day.

10.3 If negotiations between the customer and Swan Hellenic Travel concerning the claim or the circumstances justifying the claim are pending, the statute of limitations shall be suspended until the customer or Swan Hellenic Travel refuses to continue the negotiations. The limitation period shall commence at the earliest three months after the end of the suspension.

10.4 Swan Hellenic Travel operates a modern, fast and fair complaints management system. This is attainable for its customers under support@swanhellenic.com. Swan Hellenic Travel does not take part in a consumer dispute settlement. If a consumer dispute resolution would become obligatory for Swan Hellenic Travel after printing of these trading conditions, Swan Hellenic Travel informs the consumers about it in suitable form. Swan Hellenic Travel refers to the [European Online Dispute Resolution Platform](#) for all contracts concluded in electronic legal transactions.

11. OBLIGATIONS TO PROVIDE INFORMATION ON THE IDENTITY OF THE CARRIER UNDERTAKING PERFORMING THE CONTRACT

The EU regulation on informing passengers of the identity of the operating airline obliges Swan Hellenic Travel to inform the customer of the identity of the operating airline of all air transport services to be provided within the scope of the booked journey at the time of booking. If the operating airline has not yet been determined at the time of booking, Swan Hellenic Travel is obliged to inform the customer of the airline or airlines that will probably operate the flight. As soon as Swan Hellenic Travel knows which airline will operate the flight, Swan Hellenic Travel will inform the customer. If the airline named to the customer as the operating airline changes, Swan Hellenic Travel will inform the customer of the change. Swan Hellenic Travel will immediately take all reasonable steps to ensure that the customer is informed of the change as soon as possible. The list of airlines banned from EU operations is available on the following website: http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm

12. PASSPORT, VISA AND HEALTH REQUIREMENTS

12.1 The customer shall be informed about the entry regulations in the cruise brochure, in the travel advertisement, or in the Internet presence, in the online travel advertisements and in the "FAQ" in the travel



SWAN HELLENIC

catalogue or online, prior to the conclusion of the contract. He must observe the necessity of carrying valid identity documents, in particular a valid machine-readable passport (ePassport) and its period of validity. As a general rule, every passenger must carry a valid passport on the respective trip, which must be valid for at least 6 months after the end of the trip. On all journeys which exclusively call at ports in the EU as well as in Norway and Iceland, Schengen area citizens only require an identity card which is valid for at least 6 months after the end of the journey. All children require a children's passport for all trips to ports in the EU, Norway and Iceland up to the age of 14, otherwise a machine-readable passport (ePassport) which is valid for at least 6 months after the end of the trip. The entry of the child in the passport of a parent or guardian is no longer sufficient.

12.2 Swan Hellenic Travel offers the trips in this travel catalogue or the corresponding website in all European EEA countries and worldwide, Swan Hellenic Travel will therefore inform its local customers about the provisions of passport, visa and health regulations for the respective travel countries of the cruise or trip prior to conclusion of the contract and about any changes to such provisions prior to commencement of the trip. This information can also be arranged by the mediating travel agency due to its own legal obligation (i.e based on the Cyprus transition or the respective national law statutes, in the country where the travel modules are offered) and should be documented by this. Swan Hellenic Travel provides further information via its website and in the booking systems by accessing suitable databases.

12.3 The customer himself is responsible for retrieving the further information suitable for him until departure, obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations. This is also valid for travel ban and special authorities request regarding pandemic suspect or sudden border closure for traveller from distinctive countries with a high pandemic risk level. Any disadvantages resulting from non-compliance with these regulations, e.g. the payment of withdrawal costs or official fines, shall be borne by the customer. This shall not apply if Swan Hellenic Travel or the travel agent has failed to provide adequate or incorrect information.

12.4 Swan Hellenic Travel shall not be liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the customer has commissioned Swan Hellenic Travel with the procurement, unless Swan Hellenic Travel has culpably breached its own obligations.

13. DATA PROTECTION / RIGHT TO OBJECT TO ADVERTISING

The personal data provided by the customer to Swan Hellenic Travel will be electronically processed, stored and used to the extent necessary for the execution of the contract, for the processing of the trip, for customer support or for the fulfilment of statutory provisions. In addition, if the customer has agreed to this, the data will be used for market research purposes and to send current information and offers. Swan Hellenic Travel processes the booking order on the basis of the GDPR, taking into account the applicable data protection regulations. The customer has the right to object to this further use of data at any time or to revoke the consent given for the aforementioned purposes at any time. For this purpose, the customer shall contact Swan Hellenic Travel, data protection officer, address Cyprus, by e-mail to dpo@SwanHellenic.com or by post to Swan Hellenic Travel. The customer can find more details in the Swan Hellenic Travel DATA PROTECTION DECLARATION.

14. CHOICE OF LAW / PLACE OF JURISDICTION / GENERAL CLAUSE

- 14.1 Unless otherwise stipulated for the benefit of the customer in regulations or international conventions which are mandatory for the travel contract, the entire contractual and legal relationship between Swan Hellenic Travel and the customer shall be governed exclusively by Cyprus law.
- 14.2 Complaints against Swan Hellenic Travel shall be brought before the competent local and factual courts for the registered office of Swan Hellenic Travel Ltd. – Cyprus, unless mandatory statutory provisions or international agreements stipulate otherwise.
- 14.3 The place of jurisdiction for actions brought by Swan Hellenic Travel against customers or contractual partners of the travel contract who are merchants, legal entities under public or private law or persons who have their place of residence or habitual abode abroad, or whose place of residence or habitual abode is unknown at the time the action is brought, shall be the registered office of Swan Hellenic Travel in Nicosia – Cyprus.
- 14.4 The invalidity of individual provisions of the travel contract and/or these travel conditions shall not result in the invalidity of the entire travel contract or the entire travel conditions.

The tour operator is:

Tour Operator: Swan Hellenic Travel Ltd.: Themistokli Dervi 20, Flat/Office 301, 1066 Nicosia, Cyprus www.SwanHellenic.com

Authorised recipient and representative:

Swan Hellenic Travel Ltd. UK Branch: Office 1403 20 Brock Street, Regents Place, London, United Kingdom, NW1 3DS
support@swanhellenic.com

Swan Hellenic Travel Ltd. German Branch: Koenigallee 14, Dusseldorf, 40212
support@swanhellenic.com

Insolvency bonding:

For cruise packages ACTA: 24 Stasikratous Street, 1065 Nicosia, Cyprus

The main rights of customers/travellers under Directive (EU) 2015/2302 are set out below:

Form for informing the traveller of a cruise package in accordance with EU Package Travel Directive

The combination of travel services offered to you is a cruise package within the meaning of Directive (EU) 2015/2302.

You can therefore take advantage of all the EU rights that apply to package travel. Swan Hellenic Travel Ltd. is fully responsible for the proper execution of the entire package.

In addition, Swan Hellenic Travel Cruises Ltd. has the statutory security to repay your payments and, if the transport is included in the package, to secure your return transport in the event of its insolvency.

Main rights under Directive (EU) 2015/2302:

- Passengers will receive all essential information about the package prior to the conclusion of the package travel contract.
- At least one contractor is always liable for the proper provision of all travel services included in the contract.
- Travellers receive an emergency telephone number or contact details of a contact point where they can contact the tour operator or travel agency.
- Travellers may transfer the package to another person within a reasonable time and possibly at additional cost.



SWAN HELLENIC

- The price of the package may only be increased if certain costs (e.g. fuel prices) increase and if this is expressly provided for in the contract, and in any event no later than 20 days before the package commences. If the price increase exceeds 8% of the package price, the traveller may withdraw from the contract. If a tour operator reserves the right to a price increase, the traveller has the right to a price reduction if the corresponding costs are reduced.
- Travellers may withdraw from the contract without paying a cancellation fee and will receive full reimbursement of all payments if any of the essential elements of the package other than the price is substantially changed. If the operator responsible for the package cancels the package before its commencement, travellers shall be entitled to reimbursement and, in certain circumstances, compensation.
- In exceptional circumstances, travellers may withdraw from the contract before the package starts without paying a cancellation fee, for example if there are serious safety problems at destination which are likely to affect the package.
- In addition, travellers may withdraw from the contract at any time before the start of the package against payment of a reasonable and justifiable cancellation fee.
- If after the start of the cruise package essential components of the cruise package cannot be carried out as agreed, the traveller shall be offered appropriate other precautions at no additional cost. The traveller can withdraw from the contract without paying a cancellation fee (in the Federal Republic of Germany this right is called "termination") if services are not provided in accordance with the contract and this has considerable effects on the provision of the contractual cruise package services and the tour operator fails to remedy the situation.
- The traveller is entitled to a price reduction and/or compensation if the travel services are not provided or not provided properly.
- The tour operator will assist the traveller if he is in difficulties. In the event of the insolvency of the tour operator or, in some Member States, of the travel agent, payments will be refunded. If the insolvency of the tour operator or, if relevant, of the travel agent occurs after the package has commenced and the carriage forms part of the package, the return of the passengers shall be guaranteed. Swan Hellenic Travel Ltd. has concluded insolvency bonding with ACTA: 24 Stasikratous Street, 11065 Nicosia, Cyprus.