Booking Conditions – Germany, Austria & Switzerland

Important Notice:

You are viewing the Booking Conditions applicable to Cruises with Carrier and any related goods and services booked through Carrier and/or its affiliates. These Booking Conditions are applicable only to Guests whose Primary Country of Residence is Germany, Austria, or Switzerland. If your Primary Country of Residence is not Germany, Austria, or Switzerland, visit www.silversea.com/guest-terms to determine the Booking Conditions that applies to you.

"Primary Country of Residence" means the country where you primarily reside at the time of booking your Holiday. This should be indicated by you, your travel agent, or other representative at the time of booking the Cruise or at online check-in.

You are especially directed to review the following Articles below:

Art. 6 (Cancellation or Changes by You.)	**Art. 16 (Our Liability to You; Excluded Claims.)**
Art. 14 (Governing Law; Forum Selection; Time Limits to Bring a Claim.)	**Art. 17 (Limitations of Liability; Time Limits.)**
Art. 15 (Making a Complaint; Alternative Dispute Resolution.)	

If you have any questions about which Booking Conditions applies to your booking (or any related goods and services), please contact to your local booking office or travel agent.

1. Introduction.

These Booking Conditions together with your booking confirmation, our Guest Health, Safety and Conduct Policy, Global Purchaser Terms, and any additional policies and/or supplementary terms (if any) available at www.silversea.com/guest-terms form the basis of your contract with us and apply to your booking. In the event of any inconsistency, these Booking Conditions shall prevail unless we notify you otherwise. These Booking Conditions incorporate the conditions of carriage of any carrier providing transport of any kind including by land, sea, and air that are available on the website of the relevant carrier, which embody the provisions of the law of the country of the carrier concerned and International Conventions, either or both of which may limit or exclude the liability of any such carrier. As a condition of its membership in the Cruise Lines International Association ("CLIA"), Carrier has adopted the CLIA Passenger Bill of Rights. In the event of a direct conflict between the provisions of these Booking Conditions and a provision of the CLIA Passenger Bill of Rights in effect at the time of booking, the CLIA Passenger Bill of Rights shall prevail.

Company Details.

Silversea Cruises (UK) Ltd.

7, The Heights, Brooklands, Weybridge, Surrey, KT13 0XW, United Kingdom

Guest Relations: guestexperience@silversea.com

Silversea Cruises (UK) Ltd. is the general sales and representative agent for Silversea Cruises Ltd.

Performance of Your Holiday Booking.

Direct bookings with us

If you book your Holiday directly with us, we will act as an agent in booking each travel service included in your Holiday. This means we will arrange for you to enter into contracts with each of the suppliers of the travel services included in your Holiday (e.g., accommodations companies, cruise companies, airlines, ground transportation, hotels). In the case of the Cruise element of your Holiday, Silversea Cruises Ltd. will be the principal for the supply of the Cruise. In addition, as we are organising your holiday, we will be the package holiday organiser with responsibility for complying with Directive (EU) 2015/2302 on package travel and linked travel arrangements (the "Package Travel Directive"). The entirety of these Booking Conditions will apply to your booking with us.

Bookings through tour operators

If you book Cruise-only arrangements through a tour operator, your contract for the Holiday will be with that tour operator and not us. The terms and conditions of your tour operator shall apply and the tour operator will be the package holiday organiser with responsibility for complying with the Package Travel Directive. As such only the terms and conditions of carriage including, but not limited to, Articles 3.5, 5.3, 7- 9, 11 – 20, 22, 23 and 25 of these Booking Conditions shall apply between you and us in relation to the supply of the Cruise by Silversea Cruises Ltd.

Bookings through authorised travel agents

If you book a package holiday which combines a Cruise and other travel service (such as a flight or hotel) with an authorised travel agent, the party responsible for your booking will depend upon how your booking is made:

- If the travel agent combines the Cruise and other travel services on our behalf (and from our inventory) then we are the package holiday organiser with responsibility for complying with the Package Travel Directive. The contractual arrangements are the same as if you book with us directly (as described in the first paragraph above headed "*Direct bookings with us*").
- If the travel agent combines the Cruise and other travel services on its own behalf (and from its own inventory) then the travel agent is the package holiday organiser with responsibility for complying with the Package Travel Directive. The travel agent's terms and conditions will govern your booking and it will arrange for you to enter into contracts with the suppliers of each travel service (e.g., accommodations companies, cruise companies, airlines, ground transportation, hotels). In the case of the Cruise element of your Holiday, Silversea Cruises Ltd.

will be the principal supplying the service to you. As such only the terms and conditions of carriage including, but not limited to, Articles 3.5, 5.3, 7 – 9, 11 – 23 and 25 of these Booking Conditions shall apply between you and us in relation to the supply of the Cruise by Silversea Cruises Ltd.

The Package Travel Directive

More information on key rights under the Package Travel Directive is available on our website: www.silversea.com/guest-terms.

Assistance While Away.

If you are in difficulty while on holiday and require assistance with health services, local authorities, consular assistance, making distance communications, or finding alternative travel arrangements, please contact the Guest Services Desk onboard or your local booking office (if your Holiday has concluded). We may charge a reasonable fee for providing such assistance if the difficulty has been caused intentionally by you or through your negligence.

2. Definitions.

1. “Additional Service” means any accommodation, transport or other travel services arranged by us at Guest’s request separately and in addition to the Cruise.
2. “Applicable Law” means any applicable laws, rules or regulations (or similar guidance), including but not limited to any EU Directive or Regulation (e.g., Directive (EU) 2015/2302 on package travel and linked travel arrangements) and/or International Convention applicable to these Booking Conditions.
3. “Athens Convention” means the Convention Relating to the Carriage of Passengers and their Luggage by Sea, and the Protocol of 2002 to that Convention, as implemented in the European Union by EU Regulation (EC) 392/2009 for the Carriage of Passengers by Sea. A copy of the Athens Convention is available upon request.
4. “Carrier” means (i) the Vessel, or any substituted ship; its launches or crafts; and (ii) the Vessel’s operator, owner, manager and charterer.
5. “Cruise” means the cruise-portion of a Guest’s Holiday, as the same may be modified and shall include those periods during which Guest is embarking or disembarking the Vessel and those periods when Guest is on land while the Vessel is in port.
6. “Cruise Fare” means the amount payable by you to Carrier for carriage onboard the Vessel, full board, and ordinary food and entertainment during the Cruise. The Cruise Fare does not include certain optional premium beverages, spa treatments and salon services, exercise classes, select premium dining and entertainment, premium internet access, casino and gambling activities, shore excursions, photographs, video arcade, phone calls, laundry services, satellite connection for mobile phones, travel insurance, medical insurance, baggage insurance, medical services, shoreside expenses or transfers, airfare, or hotel accommodations (unless included in the fare category), or any other incidental charge or expense that you incur. This listing is not intended to be exhaustive and additional exclusions or fees may apply. For Guests booking a Grand Voyage or World Cruise, see your Booking Confirmation and our website for additional inclusions.
7. “Guest”, “you”, “your” and words of similar import means all persons traveling on the Holiday under these Booking Conditions and persons in their care, together with their respective heirs, representatives and permitted assigns. “Guest” shall include the plural and the use of the masculine shall include the feminine. Notwithstanding, other policies referenced herein, communications from Carrier, and other posted notices may interchangeably use the term “passengers” as well when referring to Guests.
8. “Holiday” means the package of travel arrangements, which include a Cruise, made and supplied by us, the tour operator or travel agent (as described in section 1) and are the subject of a reservation by Guest under these Booking Conditions.
9. “International Conventions” means the international agreements, including, the Athens Convention, the International Air Conventions, the Berne Convention in respect of travel by rail, and the Paris Convention in respect of the provision of accommodation, among others, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage.
10. “International Air Conventions” means the international conventions which govern the carriage of passengers and their luggage by air, including the Warsaw Convention 1929 and/or the Montreal Convention of 1999. In each case, as applicable to your flight.
11. “Land Adventure” means a pre- or post-Cruise package or transfer you have purchased, on which you are traveling on one or more motorcoaches, watercraft, dayboats and/or railcars owned or operated by third parties.
12. “Lead Guest” means the first Guest named on the booking who is over the age of 18.
13. “Operator” means the entity operating the Vessel, as indicated on your booking confirmation.
14. “Price” means the total sums payable by the Guest for the Holiday, including the Cruise Fare and fees for any Additional Services, but excluding any taxes and fees which must be paid locally and which will be notified to you separately before you make your booking.
15. “Taxes and Fees” means all taxes, fees, and port expenses including fees, charges, costs and taxes imposed on Carrier, by governmental or quasi-governmental authorities, as well as third party fees and charges relating to the Vessel’s navigation, operations or presence in a port or harbour. By way of example, and not limitation, Taxes and Fees may include immigration-related fees, passenger head taxes, dockage fees, wharfage fees, inspection fees, pilotage, canal tolls, navigation fees, environmental impact fees, charges relating to the cost of acquiring government-mandated carbon emission allowances, or charges related to berthing, stevedoring, baggage handling or storage, and security services. Any taxes and fees which must be paid locally are an additional cost and for Guests’ account and not included in the Price, however we will notify you of the amount of any local taxes and fees before you make your booking, where we are able to do so. If we are unable to

calculate the exact amount of local taxes and fees in advance, we will explain how these are to be calculated and provide an indication of what the local charge is likely to be.

16. “Transport” means the bicycles, railcars, buses and other modes of transportation or accommodation provided by a third-party operator in connection with a shore excursion or Land Adventure.
17. “Vessel” means the ship owned or chartered or operated by the Operator on which Guest may be traveling or against which Guest may assert a claim, as well as any substituted ship used in the performance of these Booking Conditions.
18. “Us”, “our”, “we” and words of similar import means Silversea Cruises (UK) Ltd.

3. Booking Your Holiday.

To book your chosen Holiday, contact our Reservations Department, visit our website, or contact your travel agent. You are responsible to ensure that all details are correct at the time of booking, otherwise change fees may apply to any components that are requested to be changed later due to any error or omission. As some suppliers may treat a change as a cancellation and rebooking, the change fee for some components may be 100% of the price of the component. The following paragraph sets out our standard booking process and payment terms.

3.1 Deposits. To complete a booking with us, you must pay a deposit. Deposit amounts vary by package duration, destination, and inclusion, and are subject to change at any time before you make your booking. If you are making multiple bookings or booking consecutive Holidays, a deposit will be required for each individual Holiday. You will be advised of the required deposit at the time of booking. Unless otherwise advised at the time of booking, the amount you must pay upon booking, and the refundability of this sum, are as follows:

3.1.1 For bookings made before September 11, 2025:

Cruise Fare Category	**Deposit Amount***
Door-to-Door Fare	20% of the Price
Port-to-Port Fare	20% of the Price
Essentials Fare	90% of the Price or 100% of the Price when booked 1 day to the start of the Holiday

*Bookings made after the Final Payment Due Date must be paid in full at the time of booking.

3.1.2 For bookings made on or after September 11, 2025:

Cruise Fare Category	**Deposit Amount***
All Inclusive Plus	20% of the Price
All Inclusive	20% of the Price
Last Minute*	20% of the Price

3.2 Confirming the Holiday Contract. Provided your chosen Holiday is available, you have completed the booking process, agreed to these Booking Conditions, and we have received all appropriate payments, we will issue you a booking confirmation. We shall be under no obligation to issue a booking confirmation after you have placed a booking request with us. We will not issue such a confirmation if we discover an error in the pricing of the Holiday or if any part of the Holiday is no longer available. All bookings for Holidays are subject to availability at the time of booking. We try hard to make sure that our advertisements are kept up to date, but we do not guarantee that any of the Holidays we advertise will still be available at the time of booking. We will inform you as soon as possible after you place a booking if, for any reason, the Holiday you have sought to book with us is not available. If, for any reason, we are unable to accept your booking, we will inform you of this and not process your booking further. We will then arrange for you to be refunded any part of the Holiday already paid, unless you decide to use that payment towards a different booking. A binding contract between us will only come into existence when we issue you or your travel agent a booking confirmation. After your booking is confirmed, we will send a booking confirmation to either the Lead Guest or your travel agent using the email address associated with your booking. The booking confirmation will show the balance due for your Holiday, flight and ground transportation information (where applicable and/or available), and other details relating to your Holiday. It is the Lead Guest’s responsibility to ensure that all the details are correct on the booking confirmation and to advise us of any necessary changes at the earliest possible opportunity, but in no case later than 5 days after we issue our booking confirmation. Any changes required to correct an error or omission by you will be subject to change fees detailed below.

3.3 Final Payment Due Date. The term “Final Payment Due Date” refers to the latest day by which the full balance of the Price of your Holiday must be received by us. The final balance due date will be 30 days prior to the start of your Holiday. The Final Payment Due Date for the balance due for your Holiday will be specified at the time of booking and set out in your booking confirmation. Bookings for holidays after the Final Payment Due Date will require payment of the full Price at the time of booking. We accept multiple forms of payment; additional details are available on your booking confirmation and our website. We must receive the balance of the Price either at the time of booking or by the Final Payment Due Date. If we have not received all monies due to us in full and on time, we may treat that as a request by you to cancel, upon which we will process that cancellation request and apply the cancellation fees set out in Article 6.2. If you booked through a travel agent, the travel agent may have additional payment conditions that will apply to your booking. Contact your travel agent for details.

3.4 Guest Information. In order to manage your booking and to comply with our legal obligations to perform under these Booking Conditions, you (and each Guest named on your booking) will be required to provide us with certain personal information, including, without limitation, each Guests’ full name, passport details, telephone number, home address, email address, and date of birth. While we may obtain some of the information that we require from you at the

time of booking, we may also require that you provide us with certain additional personal information using our online booking platform and within specific time limits. If you fail to supply full and accurate details in the required form and by the applicable time limits, we will be entitled to refuse your booking or treat such failure as a cancellation of your Holiday by you and apply the cancellation terms set out in Article 6.2. Further, where we do not exercise our right to treat your booking as cancelled, you agree to reimburse us for any fines, surcharges, or other financial penalties and reasonable costs we incur as a consequence of any failure by you or members of your travelling party to provide full and accurate personal information within the applicable time limits. In case of an emergency, you also authorize us to disclose your personal data, and the personal data of each Guest named on the booking, to third parties providers onboard or shoreside, members of your traveling party and/or your medical insurers.

3.5 Travel Insurance. Guests are advised as a condition of our accepting your booking to take out adequate and appropriate travel insurance to cover as a minimum all travel, cancellation, curtailment, medical and repatriation liabilities (including where these arise because of circumstances outside your control such as, without limitation, accident or illness or inability to travel for other reasons). You must read your policy details carefully and take them with you on Holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable for your needs. Except where required by Applicable Law, we do not verify the extent or adequacy of the cover provided by any insurance policies.

4. Price Terms.

We offer several cruise fares (each, a “Fare Category”) based on, among other things, your selected ship, itinerary, included services and availability. The travel services included and the specific features and conditions of these Fare Categories are described in detail in our brochures and on our websites. These descriptions, terms, and notices form part of your agreement with us as specified within the booking confirmation issued to you. All Fare Categories may not be available on all sailings or at all times. A full listing of current offers are available at: https://www.silversea.com/exclusive-offers.html.

4.1 General Inclusions. Unless otherwise expressly stated, all Prices are based on double occupancy and include the following: carriage onboard the Vessel, full board, ordinary food and entertainment onboard the Vessel, in-stateroom accommodations, basic Wi-Fi service, a selection of wines, champagnes, spirits, soft drinks, water, tea and coffee, and onboard service charges (i.e., gratuities or tips). Additional inclusions may vary based on your selected Fare Category or itinerary, as detailed below.

For the avoidance of doubt, the Price does not include optional “Selected” or “Privato” shore excursions, spa treatments and salon services, exercise classes, select premium dining and entertainment, casino and gambling activities, photographs, phone calls, laundry services (unless otherwise expressly stated), satellite connection for mobile phones, travel insurance, medical insurance, baggage insurance, medical services, shoreside expenses or any other incidental charge or expense that you incur. This listing is not intended to be exhaustive and additional exclusions or fees may apply.

4.2 Specific Inclusions. In addition to the general inclusions set forth above, some Fare Categories may include additional services and benefits, either onboard or onshore, such as onboard credits, promotional air fare, ground transfers, or land-based activities during an Expedition Cruise. Specific inclusions will be detailed either on your booking confirmation or our website.

4.3 Changes to the Price.

4.3.1 Advertised Prices. We may change the advertised price of any Holiday from time to time. We try hard to make sure that the advertised price is the most up-to-date price, but prices can change at short notice. We will confirm the actual price at the time of booking.

4.3.2 Correction of Errors. At all times, we reserve the right to change or correct errors in both advertised and confirmed prices (both before and after a booking confirmation has been issued). We correct such errors by either: (a) requesting that you pay the correct amount intended, (b) re-berthing you and/or your travelling party in other accommodations onboard the Vessel, or (c) cancelling your contract in exchange for a full refund. For the avoidance of doubt, in no event shall we be obligated to honour any such booking resulting from the error or otherwise be liable in such circumstances if the error should reasonably have been apparent to you.

4.3.3 All other Price Changes. Except for the correction of errors (described above), we only increase the Price after having issued a booking confirmation to pass onto you changes in: (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (b) the level of Taxes & Fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and (c) the exchange rates relevant to the Holiday. However, there will be no change within 20 days of the start of your Holiday.

If the Price increases by more than 8%, such change shall be deemed a substantial change by us and you will have 14 days from the date of our notice to notify us that you will either (a) book alternative arrangements with us or (b) cancel your booking (without charge), failing which we shall deem you to have accepted the change and agreed to pay the surcharge. Any surcharge must be paid by the Final Payment Due Date or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. Alternatively, in lieu of issuing a surcharge invoice, we may charge your onboard account. We will only provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your Holiday decrease due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

4.4 Promotional Pricing. We may offer promotional cruise fares and other offers that may modify the cancellation terms set forth below, impose a minimum stateroom occupancy requirement, require payment of a non-refundable deposit, or accelerate our standard payment schedule. With respect to Prices which are contingent on minimum occupancy requirements, cancellation by one or more Guests in a stateroom may result in an adjustment to the remaining Guests’ Price based on the prevailing rates at the time of cancellation, plus any single supplements (if applicable), with no right of cancellation by the remaining Guest(s) implied. With respect to Prices which require payment of a non-refundable deposit, such deposit shall be become immediately due and payable at the time of booking and will not be refunded at any time after paid by Guest. Administrative charges also apply. All of our promotional terms and conditions are available at: https://www.silversea.com/exclusive-offers.html.

4.5 Payment and Refunds of the Price. You agree to pay, and we reserve the right to collect, the Price due for the Holiday booked. Each Guest agrees to be jointly and severally liable for payment of the Price. Failure to make timely final payment in full of the Price due for all Guests may result in cancellation of the entire reservation and the imposition of the cancellation charges set out in Article 6.2 . You agree that we shall not be liable to make any refund to anyone for any Holidays that are wholly or partially unused, except as otherwise expressly stated herein. If for any reason a refund becomes due to you, we will generally send such refund to the original form of payment or your travel agent (as the case may be). From time to time, we may also provide refunds as a credit directly to your onboard account which may be redeemed onboard. Payments made using a Future Cruise Credit (an “FCC”) will only be refunded according to its terms.

5. Cancellation, Changes, or Substitution by Us.

5.1. Cancellation by Us. We shall endeavour not to cancel your Holiday after we have confirmed your booking. Nevertheless, at any time prior to departure, we may do so where this becomes necessary for operational, commercial, or other reasonable basis.

Except for your failure to make timely payment of the Price, after the Final Payment Due Date we will only cancel your Holiday because (i) of the occurrence of an unavoidable and extraordinary circumstance (as defined in Article 16.2.3); or (ii) we have not received the minimum number of bookings required to perform our obligations for your Holiday.

Where we cancel your Holiday, we will promptly notify you in writing and you will be entitled to either (a) book another holiday with us, subject to availability and payment or refund of any difference in the Price; or (b) receive a full refund of the Price, administrative, change and transfer fees excepted. You must notify us within 7 days of our cancellation notice of your election or you will be deemed to have elected to receive a refund of the Price. Refunds which shall become due will be made within the period prescribed by Applicable Law.

5.2 Changes by Us. We may make changes or deviations of individual travel services in your Holiday, or to your contract with us, after confirming your booking; provided, however, that such changes or deviations are insignificant and do not alter the overall characteristic of your Holiday.

5.2.1 Changes Before Departure.

(A) *Insignificant Changes*. Where an insignificant change is made before departure, we will notify you in writing or such other manner which is appropriate considering the nature of the change. No compensation is payable for insignificant changes. Insignificant changes are likely to include, but are not limited to, a change from one confirmed stateroom to another within the same category or higher, a change of airline or regional airport, flight time modification of less than 12 hours, or most itinerary changes which do not materially alter the initial port of embarkation or final destination.

(1) *Itinerary Deviations.* In the case of cruises, changes to the itinerary are possible at any time for any number of reasons, including without limitation, government orders or other directives, shipping traffic conditions, shoreside contingencies, medical emergencies, weather conditions, operational matters, the medical conditions of anyone onboard, and the comfort and convenience of passengers. **by making a booking with us, you agree and understand that DUE TO THE NATURE OF TRANSPORTATION BY SEA, CERTAIN ROUTES AND ITINERARIES MAY BE INHERENTLY UNCERTAIN AND SUBJECT TO CHANGE DUE TO WEATHER OR OTHER CONDITIONS. WE SHALL ENDEAVOUR TO NOTIFY YOU OF SUCH ROUTES AND ITINERARIES IN ADVANCE AND, IN SUCH CIRCUMSTANCES, ANY itineRary deviations SHALL not be deemed to be a significant change to the overall characteristic of your Holiday.**

(B) *Significant Changes.* Where we significantly change any of the main characteristics of the travel services included in your Holiday before departure, we will promptly notify you of such change in writing. A significant change is a change which occurs after we confirm your booking, and we can reasonably expect will materially impact the overall character of your Holiday. Some examples include, redeploying the Vessel so that the itinerary concludes in a different region of the world than originally planned or changing from two days of port calls to two days of sailing on a three night sailing.

(1) *Your Rights.* If we make a change to your Holiday that significantly alters any of the main characteristics of the travel services or accepted special requirements before the start of your Holiday, we will offer you the choice of following options:

(i) accept the proposed changes and any impact this has on the Price;

(ii) the ability to book alternative holidays we are able to offer, and the applicable price or refund owed, or

(iii) cancelling your Holiday for a full refund of all monies paid.

We will give you a reasonable period of time to make your decision. If we do not hear from you within the timeframe given, we shall send a reminder to you, following which we shall be entitled to terminate the Holiday and provide you with a refund.

5.2.2 Changes After Departure.

(A)

Generally. After departure, we cannot guarantee that the Vessel will call at every port on the itinerary or follow every part of the advertised route or schedule or that every part of the Holiday will be provided. We reserve the absolute right to decide whether or not to omit any such port(s) and/or to call at additional ports and/or to change the advertised route, schedule or order of port calls.

You must tell us immediately of any problem during your Holiday so that we have the opportunity to resolve the issue whilst you are on your Holiday. We will try to resolve the issues unless it is not possible for us to do so or it entails disproportionate costs.

If we are unable to provide a significant proportion of your Holiday, we will provide suitable alternative arrangements, at no extra cost to you, for the continuation of your Holiday. If you reject such arrangements for good reasons, or if it is impossible to make suitable alternative arrangements, or is any unresolved issue substantially affects your Holiday, we will, where appropriate, provide you with transport back to the place of departure or to another place to which we have both agreed. For clarity, compensation will not be payable if an alteration is insignificant or if we are not able to provide a significant proportion of your Holiday due to unavoidable and extraordinary circumstances (as defined in Article 16.2.3).

Occasionally, it is necessary to curtail or alter a Holiday for some but not all persons onboard or travelling together. In such case, we shall have complete and unfettered discretion to select which passengers will be impacted by the change.

If we are unable to ensure your return to your place of departure as agreed in your Holiday because of unavoidable and extraordinary circumstances (as defined in Article 16.2.3), 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 Holiday. If a longer period of accommodation is provided for in Union passenger rights legislation (as described in the Package Travel Directive) concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations in the event of unavoidable or extraordinary circumstances, then the limits set out in such legislation will apply instead.

(B) *Master's Rights.* At all times the Master of the Vessel (whether acting alone or on advice from others) has liberty to direct the movements of the Vessel, including the right to: proceed without pilots and tow; deviate from the advertised route and/or timetable; call, omit, advance or delay calling at any port or place; tow and assist vessels; offer or render assistance to preserve life or property; or for any other reason or purpose which in the judgment of the Master of the Vessel is reasonable which also may result in deviations to a given itinerary. Such deviations shall not give rise to any liability on our part and shall not represent a significant change to your Holiday.

5.3 Substitutions and Related Transfers. We reserve the right to substitute the Vessel for another vessel or means of transportation and to re-berth you on such substituted vessel or transportation, without liability or compensation of any kind. You also agree that we shall have the right to transfer you and/or your luggage to other carriers, whether by air, land, or sea toward the final port of disembarkation. Any such transfers for your convenience, or in compliance with a government order, shall be at your expense.

6. Cancellation or changes by You; Early Disembarkation.

You may cancel your Holiday at any time before the start of your Holiday. Except as provided in this Article 6 or as required by Applicable Law, you are not entitled to any refund, payment, compensation or credit for any cancellation or changes you make. The following paragraphs set forth our standard cancellation and change terms. If you have booked your Holiday with a promotional offer, refer to your booking confirmation for applicable cancellation fees.

6.1 Cancellation Procedure. If you or Guest in your travelling party wishes to cancel your/their Holiday, you must contact us by phone (if booking direct) or your travel agent and give us notice in writing. Your Holiday will only be cancelled on the date we receive the written notice of cancellation.

6.2 Cancellation Fees. If you cancel your Holiday before departure, you will have to pay the cancellation fees set out below, which are calculated based on the total costs payable. In calculating these charges, we have taken account of, among other things, the Days to the Start of Your Holiday that the

cancellation is notified to us, expected costs savings arising as a result of your cancellation, and the likely generation of income from other bookings made with us which utilise the cancelled services.

The amount you will need to pay if you cancel your Holiday, depends on how far in advance you cancel and which fare category you booked. Please refer to sections 6.2.1 and 6.2.2.

6.2.1 **Bookings confirmed before the September 11, 2025**. For bookings confirmed before September 11, 2025, the cancellation fees shall be as follows:

(a) Essentials Fare. Essentials Fare bookings are deeply discounted cruise-only rates, available for a limited duration and are capacity restricted. **All Holidays booked with the Essentials Fare are subject to a 90% CANCELLATION FEE (UP TO 2 DAYS TO start of your holiday) or 100% CANCELLATION FEE (up to 1 day to start of your holiday).**

(b) Door-to-Door & Port-to-Port Fares. Except for World Cruise, Grand Voyages, and cruises through the Northeast and Northwest Passage, for all other Holidays booked with either a Door-to-Door or Port-to-Port Fare, the cancellation charges shall be as follows:

Days to Start of Your Holiday*	**Cancellation FEES (per Guest)**	
	Door-to-Door Fare	**Port-to-Port Fare**
151+	5% admin fee*	5% admin fee*
150 – 91	20% of the Price	20% of the Price
90 – 45	40% of the Price	40% of the Price
44 – 30	60% of the Price	60% of the Price
29 – 20	80% of the Price	80% of the Price
19 – 2	85% of the Price	85% of the Price
1 – 0	95% of the Price	95% of the Price
For all World Cruise, Grand Voyages, and Cruises through the Northeast and Northwest Passage: Please refer to the booking terms and conditions on the website EN – Silversea Guest Terms.		

*The “Days to the Start of Your Holiday” means the number of days until the date the arrangements you have booked with us (including, flights, hotels pre- and post-Cruise Land Adventures, etc.) commence. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your travel insurance policy (if any). Claims must be made directly to your insurance company. If you cancel your booking more than 150 Days to the Start of Your Holiday, we will refund you any monies paid to us for your Holiday, less an administrative fee and any additional non-refundable amounts we have incurred on your behalf prior to the date of cancelation. You agree that the administrate fee represents a reasonable estimation of our costs, and compensation for any efforts expended, with respect to your booking. As a courtesy, if you cancel your booking, we will issue you an FCC equal to the same amount and in the same currency as the administrative fee. The FCC will be valid for 2 years from the date of issue and can be applied to any new individual Holiday booking commencing within 1 year of the expiry date. For clarity, the FCC may not be used for incentive group bookings or sailings offered for sale by third parties (commonly referred to as “charters”). The FCC is not transferable, retains no cash value, and will be forfeited if not used prior to the expiry date.

6.2.2 **Bookings confirmed on or after September 11, 2025**. For bookings confirmed on or after September 11, 2025, the cancellation fees shall be as follows:

(a) Last Minute Fare. The Last Minute Fare is available only on select voyages, the cancellation charges are described in the table below. *(b) All Inclusive Plus & All Inclusive Fares.* Except for World Cruise, Grand Voyages, and cruises through the Northeast and Northwest Passage, for all other Holidays booked with either an All Inclusive Plus & All Inclusive Fare, the cancellation charges are described in the table below:

CANCELLATION FEES (PER GUEST)					
All-Inclusive Plus		**All Inclusive**		**Last Minute**	
Days to Start of Your Cruise	**Percentage of the fare**	**Days to Start of Your Cruise**	**Percentage of the fare**	**Days to Start of Your Cruise**	**Percentage of the fare**
999 -121	0%	999 – 91	20%	999 – 91	20%

CANCELLATION FEES (PER GUEST)					
120 – 91	20%	90 – 45	40%	90 – 45	40%
90 – 45	40%	44 – 30	60%	44 – 30	60%
44 – 30	60%	29 – 20	80%	29 – 20	80%
29 – 20	80%	19 – 2	85%	19 – 2	85%
19 – 2	85%	1 – 0	95%	1 – 0	95%
1 – 0	95%				

The “Days to the Star of Your Holiday” means the number of days until the date the arrangements you have booked with us commence. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your travel insurance policy (if any). Claims must be made directly to your insurance company.

Guests who book under the All Inclusive Plus fare will receive a fully refundable deposit, provided we receive notification of cancellation (in accordance with section 6.1) up to 121 Days to the Star of Your Holiday. After this period, cancellation fees will apply to the fare amount, as shown above, and the deposit becomes non-refundable.

All reservations made under the All Inclusive fare and Last Minute fare are subject to a non-refundable deposit, which will not be returned under any circumstances once the reservation is confirmed.

Guests wishing to change an All-Inclusive Plus reservation to an All-Inclusive Fare must cancel and rebook. If the change occurs within the penalty period, cancellation fees will apply to the original fare.

6.2.3 Cancellation due to unavoidable and extraordinary circumstances

You shall also have the right to cancel your booking before the start of the Holiday without paying any cancellation fee in the event of unavoidable and extraordinary circumstances (as defined in Article 16.2.3) occurring at the place of destination or its immediate vicinity if we have confirmed to you that they will significantly affect the performance of the Holiday, or they significantly affect the carriage of passengers to the destination. If you cancel in this circumstance, we shall provide you with a full refund of any payments made in relation to your booking but you will not be entitled to compensation.

6.3. Change Procedure. It is your responsibility to confirm your ability to travel before making a booking. If you wish to make a change to your Holiday, you must call our Reservations Department, subject to Article 6.4(i), before the Final Payment Due Date for flight-inclusive Holidays or 61 days before sailing for all others. Depending on the nature of the Holiday, it may be difficult to accommodate changes after this time and, as described in Article 6.4, the closer to departure that the change is requested, the higher the change fees will be, such that they may equal the full cost of the fare. In this case, your change may be treated as a cancellation and re-booking, and subject to the cancellation charges outlined at Article 6.2. Depending on the nature of the change, you may be required to submit your request in writing. We cannot guarantee that we will be able to accommodate every change request. If we cannot make the change or the consequences of making the change (such as an increased price) are unacceptable to you, you may want to cancel your booking as outlined above.

6.4 Change Fees. If we accept your change request, a non-refundable fee will become immediately payable (as described in (i) and (ii) below), together with any fare difference, costs incurred by ourselves, and costs or charges incurred or imposed by any third parties (e.g., airlines or ground transport providers), which may, in some cases, be the full cost of the fare. Change fees will be assessed as follows:

i) Name changes (the substitution of one Guest’s details for another) can be requested up to 7 days before sailing and a fee of €50 per name change per booking will apply. The replacement guest must fulfil all necessary conditions for participation in the Holiday (i.e., age, health, and visa requirements) and both guests accept that they shall both be liable, jointly and individually, for full payment of any balance due to be paid and for the cost of the transfer.

ii) All other changes (for example, changes to ship, sail date, or flights) can be requested up until the date specified in Article 6.3 above and a fee of €75 per guest per booking will apply.

The change fees above are those imposed by us only. Changes are accepted only on a “like for like” basis, i.e., same ship, sail date and stateroom. Depending on the change, some of our suppliers may treat name changes as cancellations and rebooking. Any promotional conditions applied to a booking (i.e., loyalty discounts, residency rates, or minimum occupancy) must be satisfied following any changes to the booking, or such promotion(s) will be forfeited, and the booking will be repriced at prevailing rates.

6.5 Early Disembarkation. If you cancel after the start of your Holiday, we will not make refunds of any unused element of your Holiday, or any compensation of any kind.

7. Luggage; Valuables; and Limited Carriage.

7.1 Permitted Items and Valuables. Each Guest is permitted to carry onboard the Vessel or check-in only the wearing apparel and personal effects reasonably necessary for the Holiday, including suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and similar items. We strongly urge you to not bring valuable and important items, for example, monies, negotiable securities, precious metal items, art, jewellery, fragile items, important travel and other documents, cameras, computers, electronic equipment, or any other valuables, whether contained in luggage or otherwise (“Valuable Items”) on your Holiday. If you do, they should be carried by hand and not packed in your luggage. Once onboard please ensure your Valuable Items are not left unsecured in your Stateroom or elsewhere onboard the Vessel. Special care must be taken of such items. We shall not be liable for loss or damage to any Valuable Items.

7.2 Limited Carriage. We do not undertake to carry as luggage any tools of trade, household goods (including but not limited to appliances and furniture), fragile items or Valuable Items. Each Guest warrants that no such item will be presented to Carrier within any receptacle or container as baggage, and hereby releases us/Carrier from any liability whatsoever for loss of or damage to such items when presented to Carrier in breach of this warranty. Notwithstanding the previous sentence, if for any reason we are found liable to you for loss or damage of your personal property, our liability shall limited as set forth Article 17 (Limitations of Liability; Time Limits), below.

7.3 NO SAFE-KEEPING. We do not accept any items, whether or not a Valuable Item, for the purposes of safe-keeping. THE USE OF A SAFE IN YOUR STATEROOM, WHETHER FOR A CHARGE OR OTHERWISE, IS NOT A DEPOSIT WITH THE CARRIER FOR THE PURRPOSES OF EU REGULATION 392/2009 AND/OR THE ATHENS CONVENTION.

7.4 Luggage Limits and Prohibited Items. Unless we notify you of a lower limit (e.g., for Expedition Cruises to Galapagos), the maximum luggage allowance for each Guest is 90.5kg (200lbs). The foregoing luggage allowance applies only with respect to carriage onboard the Vessel; other carriers (e.g., airlines, motor coach operators, or train operators may have different luggage allowances, which may be lower). In no event shall any Guest bring on board the Vessel or check-in, any illegal controlled substances (including medical marijuana), fireworks, live animals, weapons, firearms, explosives or other hazardous materials, or any other items prohibited by Applicable Law or other policy. Marijuana possession and/or use, including medical marijuana, and possession or use of any illegal drugs, is strictly prohibited in many jurisdictions visited and on the Vessel at all times, as well as in terminals, during shore excursions or any other part of the Holiday, regardless of any local, state, or other laws which might permit use or possession of marijuana. Guests who violate the laws of any jurisdiction are subject to being reported to law enforcement or customs authorities, arrest and prosecution. If we or the Master of the Vessel have reason to believe that any stateroom may contain any item or substance which should not have been brought onboard, the Master or an authorized officer has the right to enter and search the stateroom concerned and seize any such item or substance. Guests who bring on board dangerous items, marijuana in any form, or any illegal drugs or controlled substances are also subject to immediate disembarkation or denial of boarding. Guests shall have no claim for refund, loss, damage, inconvenience, or compensation whatsoever under any of these circumstances. You shall be responsible to notify us in advance of the start of your Holiday if there is any question as to the permissibility of taking any item or substance onboard the Vessel. We reserve the right to refuse to permit any Guest to take on board the Vessel or on any mode of Transport any item we deem inappropriate.

7.5 Items Left Onboard. It is your responsibility to remove all of your belongings from your stateroom when you depart the Vessel. If an item is left onboard, we will assist you in trying to recover the item. Nevertheless, if we are unable to do so, we will not be held responsible and refer you to your travel insurance to make a claim for the item.

7.6 Loss of or Damage to Luggage. This section applies with respect to any loss, delay or damage to property which occurs during your Holiday, while embarking or disembarking the Vessel, or while using any services provided or arranged by us, except for any claims arising from or relating to either (i) Valuable Items or (ii) third-party carriers. To the fullest extent permitted by Applicable Law, we do not accept responsibility, and will not be liable for any claims relating to or arising out of any loss, delay, or damage to Valuable Items or by third-party carriers.

If you experience a problem relating to the loss, delay, or damage to your luggage you must notify us about the problem as soon as possible. This means, for example, if your luggage is visibly damaged by a shore excursion provider, you must notify the shore excursion provider and us before the end of your shore excursion. If you discover the loss, delay, or damage when onboard, you must immediately notify the Guest Services Desk. The time limits for notifying us of any loss, delay or damage to your luggage, and the maximum amount which will be payable by us or the supplier concerned, are set forth in Article 17 (Limitations of Liability; Time Limits).

8. Public Health; Medical Care; and Knowing Acceptance of Risk.

8.1 Recommended Consultation with Personal Physician. You are encouraged to discuss the advisability of travel and participation in onboard and shoreside activities with your personal physician at least 8 weeks before you travel.

8.2 Pregnancy. Pregnant women who will enter the twenty-fourth (24th) week or more of estimated fetal gestational age at any time during your Holiday will be ineligible to sail and agree not to book a Holiday or to board the Vessel or Transport under any circumstances.

8.3 Availability of Medical Care. Due to the nature of travel by sea and the ports visited, the availability of medical care onboard the Vessel and in ports of call may be limited or delayed and medical evacuation may not be possible from the Vessel while at sea or from every location to which the Vessel sails. It is your responsibility to travel with any medication and/or medical equipment you may require during your Holiday.

8.4 Relationship with Service Providers. To the extent you retain the services of medical personnel or independent contractors on or off the Vessel, you do so at your sole risk. Any medical personnel attending to a guest on or off the Vessel, whether or not arranged by us, are provided solely for your convenience, work directly for you, and shall not be deemed to be acting under the control or supervision of us/Carrier, as we/Carrier is not a medical provider. Even though we/Carrier shall be entitled to charge a fee and earn a profit for arranging such services, all such persons or entities shall be deemed independent contractors and not acting as agents or representatives of us/Carrier. We/Carrier assumes no liability whatsoever for any treatment, failure to treat, diagnosis, misdiagnosis, actual or alleged malpractice, advice, examination or other services provided by such medical personnel.

8.5 Payment for Medical or Personal Care Services. You agree to pay for all medical care or other personal services requested or required, whether onboard or ashore, including the cost of any emergency medical care or transportation incurred by us/Carrier and any costs associated with the provision of medical services. If you are unable to pay and we/Carrier pays for such expenses, then you agree to reimburse us/Carrier for those expenses.

8.6 Health, Travel and Risk Acknowledgement. YOU ACKNOWLEDGE, UNDERSTAND AND ACCEPT THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE VESSEL, YOU AND OTHERS TRAVELLING WITH YOU MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO AIRBONE DISEASES LIKE INFLUENZA, COVID-19, COLDS AND NOROVIRUS. YOU FURTHER UNDERSTAND AND ACCEPT THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, IS BEYOND CARRIER'S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF THESE BOOKING CONDITIONS, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

9. PASSPORT, VISA, AND OTHER ENTRY REQUIREMENTS.

9.1 Generally. It is your responsibility to ensure that you have all of the necessary travel documents to complete your Holiday (e.g., cruise documents, air tickets, passport, medical card, proof of insurance, letters for unaccompanied minors, visas and vaccine cards) and that the names on such documents are exactly the same as they appear on your Cruise and/or airline tickets. As a courtesy to you, we may provide general information or advice with respect to necessary travel documents required for a given Holiday. Nevertheless, that information is only a guide, it is your responsibility to verify such information with the appropriate government authorities and we do not warrant or guarantee the accuracy of such information. Except where we expressly agreed to obtain a visa, entry permit, or other similar document on your behalf, we do not accept any responsibility if you cannot travel because you have not complied with any passport, visa, or immigration requirements. ADDITIONALLY, YOU MAY BE DENIED BOARDING, WITHOUT A RIGHT OF REFUND, OR SUBJECT TO FINES OR DEPORTATION, IF YOU DO NOT HAVE THE NECESSARY DOCUMENTATION OR IF YOUR DOCUMENTATION CONTAINS AN ERROR.

9.2 Passports. You must have a current passport which is valid for at least 6 months after your expected return date. Depending on your Primary Country of Residence, obtaining a passport may ordinarily take up to 12 weeks, but you should allow longer at busy times of the year. Citizens and permanent residents of certain common travel areas (e.g., the Schengen Area or the Common Travel Area) may be permitted to travel with fewer controls, including without a passport. Nevertheless, we may still require you to provide your passport details to comply with our obligations and strongly recommend that you have and carry a valid passport in case of an emergency or other unforeseen circumstances.

9.3 Visas. Depending on the itinerary, there may be a visa requirement for your Holiday, particularly if you are visiting countries in the North America, Asia, Middle East, China, India, and Australia. If you need assistance when applying for your visas, we recommend VisaCentral, a CIBT company. To make sure you know about the visa requirements for your destination, one of our affiliated companies has established a dedicated visa portal available at https://cibtvisas.co.uk/royalcaribbean.

THE VISACENTRAL PORTAL IS PROVIDED TO YOU FOR YOUR CONVENIENCE ONLY. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE ALL THE NECESSARY DOCUMENTATION TO ENTER EACH COUNTRY ON YOUR HOLIDAY ITINERARY, EVEN IF YOU DO NOT INTEND TO DISEMBARK THE VESSEL. YOU SHOULD CONFIRM ANY ENTRY/EXIT REQUIREMENTS WITH THE EMBASSY OR FOREIGN MINISISTRY FOR YOUR PRIMARY COUNTRY OF RESIDENCE.

9.4. Other Entry Requirements. Many countries require pre-arrival registrations, vaccination or immunity cards, health declarations or travel permits together with a valid passport. If your holiday includes a flight or port of call in the United States of America, Australia, Canada, New Zealand, South Korea or the United Kingdom, you may be required to obtain prior electronic authorization before boarding a flight or arriving at a point of entry depending on your nationality. It is your responsibility to apply for and complete any required pre-arrival registrations within the required timeframes; and in no event, at least 14 Days Before the Start of Your Holiday.

9.5 Other Entry Requirements and Consular Services. Please visit the appropriate office providing consular services for specific entry/exit requirements for each destination country during your Holiday. For the latest travel advice from the Foreign & Commonwealth Office including security and local laws, plus passport and visa information visit https://www.gov.uk/foreign-travel-advice. EU nationals can access the latest travel advice from the European Commission's Consular Protection access portal available at: https://consular-protection.ec.europa.eu/travel-advice, or from the foreign ministry of your Primary Country of Residence. If you require assistance locating the appropriate office, please contact your local booking office or travel agent.

10. Flights.

10.1 Generally. When booking a flight-inclusive Holiday, the flight components are subject to availability and the conditions of carriage of the applicable airline, which may be viewed on the airline's dedicated website or are available on request. These conditions set out your rights and obligations which you must comply with. If we incur costs because of your failure to comply with the applicable airline's conditions, then we reserve the right to pass such costs on to you. In most cases we are unable to pre-reserve seats, assign groups of passengers to the same flight, or confirm any special requests. Additionally, some airlines may restrict the accumulation of loyalty points or your enjoyment of loyalty benefits in conjunction with the fares we use.

10.2 Flight Details. We are not always in a position to advise you of the operating air carrier, timetable, departure airport, flight routing, seat assignment, aircraft type, or other details of your flights at the time of booking. We may, however, provide guidance with respect to your flight details on your initial booking confirmation. A binding contract will exist between us from the time that we issue a booking confirmation – even if your flight details cannot be confirmed until later. We will provide a final confirmation with all your flight details at last 30 days before departure or once your flight has been ticketed. Any change in the identity of the operating air carrier, timetable, departure airport, flight routing, seat assignment, aircraft type, or other details of your flights will not entitle you to cancel your Holiday or to change to other arrangements without paying the applicable cancellation or change fees, except where specified in these Booking Conditions.

10.3 Your Specific Obligations. It is your responsibility to: (i) check the applicable airline's baggage allowance for each flight and to pay any associated fees in connection with oversized or overweight luggage; (ii) confirm that the information on your airline ticket are accurate and immediately notify us of a discrepancy; (iii) arrive at the designated airport with sufficient time to complete any mandatory check-in and security procedures with all proper and necessary documentation for your flight; and (iv) to travel according to your confirmed itinerary.

Once your airline tickets have been issued, you must travel as per the itinerary in sequence as originally booked. Any flight sector not used will invalidate the ticket and the rest of the itinerary will automatically be cancelled.

10.4 Your Rights as an Air Passenger. In accordance with the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 (the "Denied Boarding Regulations") and EU Regulation (EC) 2111/2005, we are required to notify you of the following information:

10.4.1 Air Safety List. The European Union and the United Kingdom each maintain a list of air carriers subject to an operating ban within their respective territories. To view the list of air carriers subject to an operating ban, please visit: (**for the EU**) https://transport.ec.europa.eu/transport-themes/eu-air-safety-list or (**for the UK**) https://www.caa.co.uk/data-and-analysis/safety-and-security/banned-airlines-list/.

10.4.2 Identity of the Operating Carrier. You have the right to be informed of the identity of the operating air carrier (the "airline") at the time of booking. If the airline is unknown at the time of booking, we will inform you of the airline likely to operate your flights. In any case, we will keep you updated when airlines confirm your flight(s) or of any changes to confirmed flights.

10.4.3 *Right to Reimbursement or Re-Routing.* If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under the Denied Boarding Regulations or EU Regulation (EC) 261/2004. Where applicable, you must pursue the airline if you wish to exercise these rights and make a claim against the airline. All sums you receive from the airline concerned may reduce or extinguish any claim you may have against us as an organiser under the Package Travel Directive. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. If, for any reason, we make any payment to you or a third party for which the airline is responsible in accordance with the Denied Boarding Regulations or EU Regulation (EC) 261/2004, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline.

11. Shore Excursions, Tours, Facilities or Other Transportation.

11.1. General. Except for carriage onboard the Vessel, expeditions led by Carrier's employees and travel services booked with us as part of your Holiday, any other arrangements of any kind booked separately to your Holiday, including but not limited to, air arrangements, shore excursions, tours, hotels, restaurants, attractions and other similar activities or services, including all related conveyances, products or facilities, are arranged by us as an agent and not the supplier of the arrangement, are made solely for your convenience and are offered at your own risk. As such, Article 16.1 shall not apply to these arrangements. The providers, owners and operators of such services, conveyances, products and facilities are independent contractors and are not acting as our agents or representatives in any capacity. Even though Carrier may collect a fee for, or otherwise profit from, making such arrangements and offers for sale, shore excursions, tours, hotels, restaurants, attractions and other similar activities or services taking place off the Vessel for a profit, we do not undertake to supervise or control such independent contractors or their employees, nor maintain their conveyances or facilities, and makes no representation, whether express or implied, regarding their suitability or safety. In no circumstance will failure to operate a given shore excursion, whether included in your Cruise or otherwise, constitute a significant change of your Holiday or imply a right to compensation of any kind.

11.2 Documentation and Other Information. The information and documentation on our systems relating to shore excursions, tours, hotels, restaurants, attractions and other similar activities or services are provided by each relevant operator; and, to the best of our knowledge, is correct at the time of issue. Such information and documentation do not form any part of your contract with us, even where we assist you in making a booking with a relevant operator. Each relevant operator will issue its own contract in connection with its provision of services to you.

Any contracts you enter into directly with providers in relation to tours, hotels, restaurants, attractions and other similar activities or services are between you and the relevant operators, and do not form any part of your contract with us or your Holiday, irrespective of the fact we may provide practical assistance to you in booking such activities or even make the booking on your behalf. Accordingly, we cannot accept any liability,

whether in contract, tort or otherwise, in relation to such activities. Any dispute or claim arising out of a shore excursions, tours, hotels, restaurants, attractions and other similar activities or services must be brought against the relevant operator. If, however, such dispute or claim is made against a us, it must be made in accordance with Article 14 below.

11.3 Risk Acknowledgement. All shore excursions, tours, hotels, restaurants, attractions and other similar activities or services may involve or require physical exertion, or involve a degree of risk or danger, and you should carefully consider when determining whether any of the above is suitable for you. It is your responsibility to adequately research any shore excursions and/or activities you intend to participate in and make any relevant inquiries of the third-party operators of same to ensure that a given activity is suitable to your ability and that you are prepared with appropriate attire, including any necessary attire for difficult or dangerous terrain, physical exertion for long periods, and/or extremes of weather. Notwithstanding the foregoing:

you acknowledge and agree that the very nature of recreational activities on shore excursions, tours, other activies that you will or may participate in can be dangerous, with inherent risk, dangers and hazards and personal injury (and sometimes death) can occur, and you agree to assume and accept all risks of personal injury or death which may occur EXCEPT WHERE CAUSED BY OUR NEGLIGENCE. The potential dangers and risks associated with these activities may include but are not limited to exposure to pathogens, difficult and dangerous terrain, physical exertion for long periods, extremes of weather including sudden and unexpected changes and evacuation difficulties in the event of injury.

further, you acknowledge and agree that the risk warnings contained above constitute a ‘risk warning’ for the purposes of any relevant legislation.

11.5 Foreign Risks and Travel Advice. By making a booking with us, you acknowledge that the Vessel will be sailing to foreign countries where the laws, regulations, customs, and business practices may vary greatly from those of your Primary Country of Residence. As a result, there may be significant differences in modes of transportation and their quality, infrastructure (e.g., poorly maintained roads), regulations, and driving practices in the countries visited during your Holiday. You are responsible for familiarizing yourself with the associated risks and travel warnings issued by the foreign ministry of your Primary Country of Residence.

For the latest travel advice from the Foreign & Commonwealth Office including security and local laws, plus passport and visa information visit https://www.gov.uk/foreign-travel-advice.

For EU nationals, you can access the latest travel advice from the foreign ministry of your Primary Country of Residence, from the European Commission’s Consular Protection access portal available at: https://consular-protection.ec.europa.eu/travel-advice.

12. SPECIAL REQUESTS; REQUEST PROCEEDURE.

12.1 Special Needs/Requests. We seek to assist those persons with medical conditions, disabilities, and reduced mobility by making reasonable endeavours to cater for those with special services/assistance requirements. If you have a medical condition, disability, or reduced mobility, we will seek to ensure safe and comfortable travel through airports, piers and onboard by liaising with airlines, port agents, hotels, transport companies, and onboard personnel to make any reasonable and necessary arrangements within our area of competence to assist you. You may contact your local booking office or write to our Special Needs Department at specialneeds@silversea.com to discuss the availability or suitability of any special requirements or accommodations.

12.1.1 Notice to Persons with Reduced Mobility. If you require the use of a wheelchair, it is your responsibility to bring a collapsable wheelchair for your use. You are also advised that certain international safety requirements, shipbuilding standards, and/or applicable regulations involving design, construction or operation of the Vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments, or special needs. Additionally, the Vessel may call at numerous ports, including remote ports, which vary significantly their ability to accommodate persons with disabilities, or may otherwise require Guests to disembark the Vessel by tender or zodiac. When the Vessel is required to launch tenders or zodiacs, it will not be moored, a gangway will not be available, and we are unable to transport wheelchairs or mobility scooters. Where available, we will attempt to arrange alternative transportation for Guests with limited mobility to access port facilities. In each case, the Master of the Vessel make a final determination for all concerned Guests regarding the advisability of providing such assistance or disembarking Guests or mobility equipment taking into account all appropriate factors, including the port’s facilities, weather conditions, security warnings, and the equipment to be disembarked.

12.1.2 Assistance Dogs. Depending on your chosen itinerary, our ability to accommodate assistance dogs may be severely restricted by the laws of a port state. Specifically, we are unable to accommodate assistance dogs on any sailings to the Galapagos Islands and Antarctica. Contact our Reservations Department or travel agent for additional information.

12.1.3 Special Diets/Allergies. We also endeavour to cater to special dietary requirements for religious and/or medical reasons. Generally, we accommodate the following special diets onboard: vegetarian, diabetic, low fat, low-sodium, and low cholesterol diets. Kosher meals and lactose-free may be available upon advanced request. Special meal requests are offered as a convenience to you, may not be the same standard or offer the same variety as the food provided under the general menu, and must be requested in advance. Especially on expedition cruises, the availability of certain ingredients or ingredient alternatives may be severely limited.

ALLERGY NOTICE: Due to the nature of food preparation at sea, we cannot guarantee that our galleys, food, or drink products are allergen free as cross contamination may occur. If you have food allergies, refrain from utilising any self-service food venues and speak to a member of restaurant staff before ordering and/or consuming any food or drink products.

12.2 Request Procedures. You must advise us in writing of any special requests or accommodations you may require (e.g., the carrying of any medical equipment, assistance dogs, wheelchairs, assistance navigating the airport, port, or the Vessel, etc.) at the time of making your booking. Based on the information you provide we will assess the safety and suitability of your Holiday and advise you accordingly. If we consider that the Holiday you have chosen is unsuitable, based on the information provided or accommodations requested, we will contact you as soon as possible to explain our reasons and assess any possible alternatives.

12.2.1 Confirmed Requests. We cannot guarantee any special request will be met unless specifically confirmed on your confirmation invoice as a special requirement which we have accepted. Except where so confirmed, failure to meet any special request or accommodation will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your booking confirmation or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests and accommodation are subject to availability. Any special request or accommodation which we have accepted will be specifically confirmed as accepted on your booking confirmation.

12.3 Refusal to Transport. In accordance with EU Regulation (EC) 1177/2010, we may refuse to accept a booking from or otherwise transport a disabled person or person with reduced mobility: (i) to meet applicable safety standards requirements by Applicable Law or other competent authorities; or (ii) where the design of the Vessel or port infrastructure and equipment, including port terminals, makes it impossible to carry out the embarkation, disembarkation or carriage of the said person in a safe or operationally feasible manner.

13. Guests’ Obligation to Comply with Agreement, Applicable Laws, and Rules of Carrier; Indemnification.

13.1 Generally. You agree to comply with your obligations under these Booking Conditions, all Applicable Laws, and the rules and policies of the Carrier, the Vessel, and the Transport provider (as the case may be, and as may be changed from time to time). You further agree not to enter any of the Vessel designated for crew only, including crew quarters, under any circumstances whatsoever. You acknowledge and accept that Carrier may prohibit or restrict you from bringing any alcoholic beverages for consumption onboard the Vessel and agrees to comply with any Carrier policy covering such matters. Nothing

in these Booking Conditions shall grant to Guest any right to market, advertise, promote, provide or sell products or services to other guests during your Holiday and Guest shall be prohibited from doing so.

13.2 Possession of Travel Documents. You are solely responsible to maintain in your possession all passports, visas and other travel documents required for embarkation, travel, and disembarkation at all ports of call. You assume full responsibility to determine through your travel agent or the appropriate government authority the necessary documents. You also agree to provide to us (at our reasonable request) any travel documents. We shall return such travel documents to you by no later than the end of your Holiday.

13.3 Illegal Activity Prohibited. You understand that we have a zero-tolerance policy for illegal activity and will report such activity to the competent authorities.

13.4 Supervision of Minors. If you are accompanying a minor, you agree to supervise any such minors at all times to ensure compliance with these Booking Conditions and appropriate behaviour onboard.

13.5 Luggage Subject to Search. In the interests of safety and security, you agree that all persons boarding the Vessel and their baggage are subject to inspection, including but not limited to monitoring electronically, with or without your additional consent or knowledge.

13.6 Anti-Cabotage. You acknowledge that for certain itineraries, such as round trip sailings commencing in a United States port, you must complete the entire sailing and that failure to do so may result in a fine or other penalty being assessed by one or more governmental agencies. You further agree to pay any such fine or penalty imposed because you failed to complete the entire Cruise and to reimburse us in the event that we pay such fine or penalty.

13.7 Payment for Onboard Charges. You agree to pay in full before the last day of your Cruise, and we reserve the right to collect, all charges for entertainment, goods and services incurred by you, and any minor for which you are responsible, or incurred by Carrier on your/their behalf.

13.8 Your Obligations to Reimburse Us. Except as otherwise set out in these Booking Conditions, or otherwise required by Applicable Law, you shall be responsible for, and must for the full amount of any expense reasonably incurred on your behalf or suffered by us which is not included in the Price, and for which you are personally liable. This includes without limitation, expenses relating to medical, dental or similar treatment and any associated accommodation, transportation, or repatriation which is required (all of which you are expected to have travel insurance cover in place for), immigration fines, damage to property, injury or death to others, and any purchases by or credit extended to you during your Holiday. You must also indemnify us, up to a maximum of three times the Price of the Holiday payable by the affected Guest, for any reasonable costs, expenses, or other sums we incur as a result of your failure to comply with any requirement of these Booking Conditions including, by way of example, failure to provide any personal information required to confirm any element of you booking upon request.

13.9 Our Rights. We may also change accommodations, alter or cancel any activities of, deny service of alcohol to, confine to a stateroom or quarantine, search the stateroom, property or baggage of any person onboard, change your shore excursions and/or Land Adventure, disembark or refuse to embark you or any person responsible for any minor passenger, or restrain you at any time, without liability, at your risk and expense when, in our sole opinion, or in the opinion of the Master of the Vessel, your conduct or presence, or that of any minor for whom you are responsible, is believed to present a possible danger, security risk or be detrimental to himself or the health, welfare, comfort or enjoyment of others, or is in violation of any provision of these Booking Conditions.

13.10 Refusal to Transport. We may refuse to transport you, and may remove you or anyone in your travelling party from the Vessel or Transport at any time, for any of the following reasons: (i) whenever such action is necessary to comply with any government regulations, directives or instructions; (ii) when you refuse to permit search of your person or property for explosives, weapons, dangerous materials or other stolen, illegal or prohibited items; (iii) when you refuse, upon request to produce positive identification; or (iv) for your failure to comply with Carrier's rules and procedures, including, for example, the Guest Health, Safety and Conduct Policy; or (v) if you are denied service pursuant to our Refusal to Transport Policy. The Guest Health, Safety and Conduct Policy and Refusal to Transport Policy are available on our website and upon request.

14. Governing Law; Forum Selection.

14.1 Governing Law. Unless otherwise stipulated by Applicable Law, you agree that these Booking Conditions, and any dispute or claim arising out of or in connection with it, its subject matter, or formation (including non-contractual disputes) shall be governed by the laws of England and Wales without regard to any conflict of law principles.

14.2 Forum Selection. Any claims or disputes arising out of or in connection with these Booking Conditions must be resolved by the alternative dispute resolution mechanisms described below or submitted to the courts in your Primary Country of Residence or the Courts of England and Wales.

14.3 In Rem Proceedings. IN THE EVENT OF AN IN REM PROCEEDING AGAINST THE VESSEL, GUEST HEREBY IRREVOCABLY AGREES THAT THE POSTING OF A LETTER OF UNDERTAKING FROM ANY OF CARRIER'S INSURERS SHALL CONSTITUTE AN ADEQUATE AND APPROPRIATE FORM OF SECURITY FOR THE IMMEDIATE RELEASE OF THE VESSEL IN LIEU OF ARREST.

14.4 Notice of Claim. You must notify us of any applicable claims, with full particulars in writing at the following address: 7, The Heights, Brooklands, Weybridge, Surrey, KT13 0NY, United Kingdom or via email to claims.intl@rccl.com.

15. MAKING A COMPLAINT; ALTERNATIVE DISPUTE RESOLUTION.

15.1 Making a Complaint. In the unlikely event you have a reason to complain whilst away, you must immediately notify the Guest Services Desk onboard the Vessel and/or the supplier of the service in question (if not us). This is to ensure that we (or other party concerned) are given the opportunity to address and to attempt to resolve any issue you raise. If you fail to follow the requirement to report your complaint onboard, we will have been deprived of the opportunity to investigate and rectify it, and this may be taken into account when determining any price reduction or compensation for damages where such notice would have avoided or reduced the damage. Any verbal complaint must be put in writing and given to the supplier and us as soon as possible. If a problem cannot be resolved to your satisfaction and you wish to follow this up on your return, you must contact your local booking office or your travel agent. You may also write to us at guestrelationsuk@silversea.com.

You must give your booking reference number and full details of your complaint within 28 days of your return from Holiday unless a different time limit applies to your claim (e.g., damage to luggage when embarking the Vessel must be notified immediately). We will only accept complaints from the Lead Guest of a booking. If your complaint is written on behalf of other members of your travelling party, their full names and booking reference numbers must be clearly stated in the correspondence together with their authority for you to handle the complaint on their behalf. If you fail to follow this complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

We can only pay you compensation if the following conditions are met:

- If asked to do so, and only if the person(s) affected transfers to us any rights they have against the supplier or whoever else is responsible for your claim and complaint.
- The person(s) affected must agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights transferred to us.

15.5 Alternative Dispute Resolution. Where a dispute cannot be resolved to your satisfaction, as an alternative to court action, a more economic and independent alternative dispute resolution forum may be available. We are a Member of Association of British Travel Agents (ABTA), membership number Y262X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct (the "Code"). We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

15.1 European Online Dispute Resolution Platform. Except as provided in the previous paragraph, we do not participate in any other alternative dispute resolution procedure. Nevertheless, pursuant to EU Regulation (EC) 524/2013, we are obligated to inform you of the European Online Dispute Resolution Platform available at: https://ec.europa.eu/consumers/odr/main.

16. Our Liability to You; Excluded Claims.

16.1 Our Liability to You. Subject to the provisions of this Article 16 (Our Liability to You; Excluded Claims) and Article 17 (Limitations of Liability), we will endeavour to make sure that the travel arrangements we have agreed to make, perform, or provide (as applicable) as part of our contract with you are made, performed, or provided with reasonable skill and care—regardless of any wording used on our website, brochures or otherwise. This means that, subject to these Booking Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted travel arrangements are not provided as promised or prove deficient as a direct result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted travel arrangements. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for the acts or omissions of our employees, servants, agents, or suppliers if they were, at the time of the alleged act or omission, acting lawfully and performing duties or services on our specific instructions, and within the course of either their employment or their engagement by us.

16.2 Excluded Claims. We will not be responsible, and you will not be entitled to any compensation, for any injury, illness, death, loss (including without limitation loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature whatsoever which results from any of the following:

(i) the acts or omissions of the persons affected or any members of their party;

(ii) the acts or omissions of a third party not connected with the provision of your Holiday, and which were unforeseeable or unavoidable;

(iii) the occurrence of an unavoidable and extraordinary circumstance; and/or

(iv) acts or omissions of any persons who at the time of the alleged act or omission was not acting lawfully and performing duties or services on our specific instructions, and/or within the course of either their employment or their engagement directly by us.

Additionally, we will not have any liability for any damage, loss, expense or other sum(s) of any nature which (a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not reasonably have foreseen you would suffer or incur if we breached our contract with you or (b) 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. We also cannot accept liability for any losses or expenses relating to any business.

16.2.1 Services and Other Items not Part of Our Contract. 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 a hotel operator or any other supplier agrees to provide for you where the services or facilities are not advertised by us as forming part of your Holiday and we have not agreed to arrange them as part of our contract.

16.2.2 Supply of Additional Services. For any travel services arranged by us and for which we have accepted responsibility: if the services which gave rise to the claim or complaint complied with local standards, 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 your Primary Country of Residence, which would have applied had those services been provided there.

16.2.3 Unavoidable and Extraordinary Circumstances. In these Booking Conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Except where otherwise expressly stated, we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of unavoidable and extraordinary circumstances. Such circumstances will usually include (whether actual or threatened) war, riot, civil unrest, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions (including hurricanes), epidemics, fire, closure or restriction of airspace, airports and ports, or travel restrictions and the measures and other action being taken by governments, public authorities and businesses to control and manage a communicable disease/illness and its impact.

17. Limitations of Liability; Time Limits.

17.1 Limitation of Liability Generally. Except as otherwise provided below, or otherwise permitted by Applicable Law, our contractual liability for damages that do not result from injury to life, limb, or health (including liability for breach of pre-contractual, ancillary or post-contractual obligations) are limited to three times the Price of the Holiday payable by the affected Guest. This limitation shall not apply to damages caused by our intentional acts or negligence. Possible further claims based on International Conventions remain unaffected by this limitation of liability and remain subject to the respective limitations setforth below.

17.2 Limitation of Liability During Course of Carriage. If we have the status of a contracting carrier, our liability is strictly and exclusively governed by the Athens Convention and its implementing regulations. The terms of which are expressly incorporated herein by reference. We shall be entitled to the benefit of all the limitations, rights and immunities provided the Athens Convention including without limitation the full deductible under the Athens Convention. This means you are not entitled to make any claim against us which arises in the course of carriage which is not expressly permitted by, or which is in excess of the limits provided in, the Athens Convention, where applicable. Any claims covered by the Athens Convention must be made within the time limits set out therein.

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Summary of the Rights of Passengers under the Athens Convention & EU Regulation (EC) 392/2009

In accordance with Article 7 of EU Regulation (EC) 392/2009, Carrier provides the a summary of rights of passengers travelling by sea in the event of accidents available at www.silversea.com/guest-terms or upon request. This summary has no legal value.

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17.6 Limitation of Liability for Carriage by Air. To the extent that we may be liable to you in respect of your carriage by air, the terms of the International Air Conventions (including any subsequent amendments) are expressly incorporated into these Booking Conditions. The International Air Conventions may permit the air carrier to limit its liability for death and personal injury, loss of and damage to luggage and delay. Insofar as we may have any liability to you in respect of carriage by air, we shall have the benefit of any limitations on the extent of, or the conditions under which, compensation is to be paid which are set out in the International Air Conventions. Copies of these conventions are available online or upon request.

17.7 Limitations of Liability Based on Applicable Laws. In addition to the restrictions and exemptions from the liability provided above, we shall have full benefit of Applicable Laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect

of/or the global limitation on damages recoverable from the Carrier). Nothing in these Booking Conditions is intended to operate to limit or deprive the Carrier of any such statutory or otherwise limitation or exoneration or liability.

18. Fitness to Travel; Denial of Boarding; Minimum Age.

18.1 Fitness to Travel. You represent and warrant that you, and those travelling with you, are fit for travel and that such travel will not endanger themselves or others.

18.2 Denial of Boarding. If in our reasonable opinion or the reasonable opinion of the Master of the Vessel or onboard medical personnel, you are or appear to be unfit to travel for any reason, or a risk or danger to yourself or a danger to others, or behave in such a way as to cause or likely to cause danger, upset, or distress to any third party or danger to property, we may deny you boarding or disembark you from the Vessel at any time without liability whatsoever. In such case, you will have to pay any costs, expenses or losses suffered as a result, and we will not pay any compensation or give you any refund and we will not have any further responsibility towards you.

18.3 Minimum Age (Boarding). We cannot accommodate children under 6 months old on classic voyages, children under 1 year old on ocean crossings, or children under 5 years old on expedition voyages. At all times, Guests under 18 years old must be accompanied by a parent, legal guardian, or other responsible adult over 21 years old. If the accompanying adult is not a parent, a notarized consent form must be signed by a parent or legal guardian and accepted by us before sailing.

18.4 Minimum Age (Berthing). Any Gust under 18 years old must be berthed with at least one parent or responsible adult, unless berthed in a connecting or immediately adjacent stateroom with the parent or responsible adult. For sailings departing from North America: each Guest must be berthed with at least one other Guest who is over 21 years old, unless berthed in connecting or immediately adjacent stateroom with a member of the Guest's travelling party who is over 21. For other all other sailings: Guests over 18 have no berthing restrictions.

18.5 Minimum Age (Alcohol Policy). The minimum age for a Guest to drink or possess alcoholic beverages on ships sailing from North America, the United Arab Emirates, or at any of our private destinations, is 21. The minimum age for a guest to drink or possess alcoholic beverages on ships sailing from South America, Europe, Asia, Australia and New Zealand is 18. In all other cases, the drinking age of the home port shall control our determination of a legal drinking age. You can find additional details regarding our Alcohol Policy in our Guest Health, Safety, and Conduct Policy.

19. Onboard Activities Risk Disclosure and Acknowledgement.

19.1 General. Depending on the vessel and itinerary of your Holiday, we may provide certain supervised or unsupervised sporting and leisurely activities, including, but not limited to, swimming, jogging, basketball, and other fitness facilities. You must consider your own physical fitness and ability before participating. It is your responsibility to wear appropriate clothing and footwear and follow posted rules and/or directions of onboard staff. Onboard rules, equipment and activity areas may not be regulation. Age restrictions may apply for certain activities.

19.1.1 Recreational Water Facilities. Our recreational water facilities do not have a lifeguard on duty. Children must be supervised by a parent or legal guardian while in the pools, whirlpools, and other recreational water feature areas.

20. Use of Photos, Videos or Recordings.

20.1 Capture and Use of Likeness. Guest hereby grants to Carrier, and others working for Carrier or on its behalf, the unrestricted right and permission to visually and audiovisually record, capture, photograph Guest's name, likeness, silhouette, photograph, picture, voice, actions, conversations, statements, appearances, biographical data, monikers, signature, endorsement, social media handles, any performance of any musical compositions, and/or other distinctive attributes of any kind related to Guest and certain other intellectual property rights and characteristics and so-called publicity rights (collectively, "Likeness") and any result of Guest's appearance in any manner that Carrier desires, including but not limited to during or in connection with the Holiday. Guest further grants Carrier, its parent, subsidiary and affiliated companies, and their respective agents, affiliates, legal representatives, and others working for them or on their behalf, and their respective licensors, licensees, successors or assigns (collectively with Carrier the "Grantees") the full, irrevocable, exclusive and unrestricted right to use, print, produce, publish, copy, display, perform, exhibit, transmit, broadcast, disseminate, market, advertise, sell, lease, license (with the right to sublicense), transfer, create derivative works from, publicly display and otherwise exploit Guest's Likeness, in whole or in part, severally or in connection with any and all photographs, films, and/or other recordings taken and/or made of or by me in connection with the Holiday (the "Materials") on a perpetual, worldwide, royalty-free basis, in any and all media now known or hereinafter devised, for any lawful purpose whatsoever including but not limited to in connection with the advertising, promotion, marketing and publicity of the Grantees, and to permit others to do the same, which right shall include the full right and permission to edit, change or substitute any and all captions or photos Guest may use, take or post in connection with Booking Conditions.

20.2 Ownership of Materials. Carrier shall exclusively own all now known or hereafter existing intellectual property rights and interests (including the copyright, and all other allied and/or ancillary rights and interests) of every kind throughout the universe, in perpetuity and in all languages, pertaining to the Materials and any other results and proceeds hereunder (such "Results and Proceeds", including, without limitation, all copyrights and renewals and extensions thereof). If under Applicable Law the foregoing is not effective to place authorship and ownership thereof and all rights in the Results and Proceeds in Carrier, then by way of assignment and transfer of present and future copyright and otherwise, Guest hereby irrevocably grants, transfers, sells, and assigns to Carrier, all right, title and interest therein, whether now in existence or hereafter created, including, without limitation, all rights of ownership and authorship in and to the Results and Proceeds and all versions thereof throughout the universe and in perpetuity to Carrier (or its designee). Without limiting the generality of the foregoing, Guest hereby grants Carrier the right to change, add to, take from, translate, reformat, or reprocess the Results and Proceeds in any manner Carrier may in its sole discretion determine.

20.3 Carrier Consent Required. Guest hereby agrees that any recording (whether audio or video or otherwise) or photograph of Guest, other guests, crew or third parties created or made during or in connection with the Holiday, or depicting the Vessel, its design, equipment or otherwise, shall not be used for any commercial purpose, in any media broadcast or for any other nonprivate use without the express prior written consent of Carrier in each instance.

21. LEAD GUEST; YOUR TRAVEL AGENT.

21.1 Lead Guest. Lead Guest shall be responsible for the administration of, and correspondence with respect to, the Holiday booking for all purposes, whether communicating with Carrier directly or through a travel agent. Lead Guest represents and warrants that they have the requisite authority to make the booking, including any changes and/or cancellations thereto, on behalf of each Guest named in the booking. By making a Holiday booking, Lead Guest is deemed to have read, understood and agreed to these Booking Conditions on behalf of themselves and each Guest named in the booking. Lead Guest shall be responsible and liable for the: (a) full payment of any deposits and balances due; (b) confirmation and provision of details for each Guest named in the booking (including anyone who is later added or substituted); and (c) the prompt communication to each Guest named in the booking of any information issued by us, including, without limitation, a copy of any booking confirmations, invoices and these Booking Conditions. If Lead Guest utilizes a travel agent in connection with the Holiday booking, Lead Guest's travel agent shall undertake the foregoing on Lead Guest's behalf.

21.2 Travel Agent. Guest understands and agrees that receipt of these Booking Conditions or any other information or notices by Guest's travel agent or the Lead Guest shall be deemed receipt by Guest as of the date of receipt by the travel agent or Lead Guest.

22. Relationship to Other Purchases; Severability.

22.1 Conditions of Suppliers. Except for the carriage of passengers onboard the Vessel, most of the services which make up your Holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, often in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on from the supplier concerned.

22.2 Global Purchase Terms. Except as otherwise provided in these Booking Conditions, the purchase of any additional goods or services made through us are also subject to our Global Purchase Terms and Conditions.

22.3 Severability. Any provision of these Booking Conditions that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from these Booking Conditions in that jurisdiction only and all remaining provisions shall remain in full force and effect.

23. Third Party Beneficiaries.

Lead Guest accepts on behalf of themselves and their travelling party that the exclusions and limits of liability (including all rights, defences and immunities) specified in these Booking Conditions shall also apply to and for the benefit of certain designated third-party beneficiaries which include: (i) the parents, subsidiaries, affiliates, and successor companies and assigns of the Carrier; (ii) the officers, directors, employees, agents, crew and pilots of all the entities identified in this Article; (c) any and all agents, independent contractors, concessionaires, suppliers, physicians and medical personnel, retail shop personnel, health and beauty staff, fitness staff, shore excursion providers, tour operators; (d) shipbuilders, manufacturers and designers of the Vessel or Transport; (e) installers and maintainers of all component parts, launches, appurtenances, craft or facilities (whether at sea or on shore) related to the Vessel or any substitute ship or Transport, owned or operated by their owners, operators, managers, agents, charterers, contractors, concessionaires or others; and (f) owners and operators of all shoreside properties or facilities at which the Vessel or any substituted ship or the Transport may call. This Article is without prejudice to the applicable statutory rights of any Guest.

24. Financial Security and Insolvency Protection.

24.1 EU Insolvency Protection. For persons domiciled and booking their Holiday within the European Economic Area, Monaco and Gibraltar, we provide financial protection for our package holidays by way of the following insurance providers:

International Passenger Protection Ltd.	via	Liberty Managing Agency Limited IPP House
22-26 Station Road, West Wickham		20 Fenchurch Street
Kent BR4 0PR		London EC3M 3AW
United Kingdom		United Kingdom
Fax: +44 (0)20 8776 3751 E-mail: info@ipplondon.co.uk		Registration number 03003606

25. Privacy Statement.

For the purposes of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and the UK Data Protection Act, 2018 (the "Data Protection Regulations"), Silversea Cruises UK Ltd. is a Data Controller. To process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names and addresses of party members, credit/ debit card or other payment details and special requirements, such as those relating to any disability or medical condition, which may affect the chosen holiday arrangements, and any dietary restrictions which may disclose your religious beliefs. You authorise us to disclose relevant personal data to our insurance providers and your designated emergency contact(s) in case of an emergency. We may also need to collect other personal details such as your nationality, citizenship, gender, and passport details in addition to the details mentioned above to provide to third parties in order to fulfil your Holiday. We need to pass on your personal details to the companies and organizations that need to know them so that your Holiday can be provided (for example your airline, hotel, the ship operator, other supplier, credit/debit card company or bank). We may also be required, either by Applicable Law or by applicable third parties. Such disclosures will only be made if permitted by the Data Protection Regulations or the General Data Protection Regulation (as applicable) and any associated legislation. Such companies, organisations and third parties may be outside the European Union, Norway, Iceland or Liechtenstein if your Holiday is to take place or to involve suppliers outside these countries and we shall take steps to ensure that your personal information is kept safe in line with European (EEA) privacy standards. All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs) will be kept confidential but may be shared with third parties, if necessary, in order to provide services to you e.g. transfers through air or land ports. You are generally entitled to ask us (by e-mail at privacy@rccl.com) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We may be entitled to charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances, we are entitled to refuse your request. If you believe that any of your personal details, which we are processing, are inaccurate or incorrect please contact us immediately. For full details of our privacy policy please visit our website.

CCTV (CLOSED CIRCUIT TELEVISION)

We use CCTV to record images on all vessels in our fleet for the security and safety of our crew and guests. For further information on how this information is used and how long it is stored for please us at privacy@rccl.com.

Ships' Registry: Bahamas and Ecuador.