

Silversea Cruises (UK) Ltd. Terms & Conditions 2021
Valid for new bookings from 27.July 2021

Dear cruise guests,

Please read these travel conditions carefully before booking your package tour, because you accept them as binding with your booking. The following terms and conditions apply to all bookings and, where effectively agreed, govern the contractual relationship between you and Silversea Cruises (UK) Ltd. (hereinafter referred to as "SILVERSEA") in addition to the legal provisions of EU Package Travel Directive respectively the national law implementation of named directive - as here i.e the UK implementation as "The Package Travel and Linked Travel Arrangements Regulation 2018 No.634 and §§ 651 a - y of the German Civil Code (BGB) and Articles 250 and 252 of the Introductory Act to the German Civil Code (EGBGB), or respectively the applicable transition of EU directive 2015/2302 into national law for your country, where the travel modules are offered. The travel conditions supplement and complete these. Before concluding a package tour contract, we must inform you about the details of your package tour, which are substantial, as well as about your rights under EU Directive 2015/2302. You can find the information on your package tour in the general and specific service descriptions of our tours and these travel conditions. We would like to inform you, that for all new bookings starting from 27.July 2021 for all voyages departing on or after 30 March, 2022 we have included the new private executive transfer with door-to-door service in cooperation with our partner Blacklane in your package travel fare. Detailed information and conditions you can see [here](#)) In addition to your rights under EU Directive 2015/2302, we have included the required form in our catalogues or on our website, in your travel agency and in the booking systems in which our trips can be booked. In addition, the General Conditions of Carriage of Passengers and their Luggage by Sea of the Carrier/Shipping Company (conditions of carriage) and the Conditions of Carriage of the Operating Carrier for regular scheduled flights with international airlines apply to flight services. These conditions are available from your travel agent or on request from our call center

We would like to point out that tour operator within the meaning of the applicable statute as transitiona l definition of the named EU directive – in the UK " The Package Travel and Linked Travel Arrangements Regulation 2018 No.634" is exclusively Silversea Cruises (UK) Ltd., 3 The Heights, Brooklands, Weybridge, Surrey, KT13 0NY, United Kingdom, with the Silversea Cruises Ltd Frankfurt branch, Amelia-Mary-Earhart-Strasse 8, 60594 Frankfurt am Main, as delivery agent for all trips offered in the catalogue or on the website. Insofar as, within the framework of Brexit, this company is regarded at any given time as tour operator with their registered office in a non-member state of the EU, these tour operator shall insure full fulfilment of the security obligations attributable to them pursuant to Art 17ff of the EU Directive 2015/2302 as well as the further national obligations of a tour operator pursuant to the implementation of the EU Directive 2015/2302 of the respective country (Chapters IV and V of the Directive) in which the travel modules are offered.

In accordance with the regulations in these travel conditions, legal declarations of Silversea Cruises (UK) Ltd. can be made by means of the Silversea Cruises Ltd. Frankfurt branch to the customer and by the customer to the Silversea Cruises Ltd. Frankfurt branch with legal effect for the company Silversea Cruises (UK) Ltd.

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

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

PERSONAL REQUIREMENTS OF THE TRAVELLER

The customer assures that the travelers are fit to travel. SILVERSEA has the right to demand a medical certificate from the customer stating that the travelers are fit to travel. Persons under 18 years of age may only take part in a journey when accompanied by a person 18 years of age or older. SILVERSEA cannot guarantee the necessary medical care for children. Therefore, children under 6 months of age cannot participate in cruises on the Silver Wind, Silver Shadow, Silver Whisper, Silver Spirit and Silver Muse ships. Children under the age of 1 year cannot participate in Silver Cloud, Silver Explorer cruises. Children under the age of 5 are not eligible for Silver Galapagos cruises, expeditions, or zodiac disembarkations on Silver Cloud and Silver Explorer cruises. Unfortunately, pregnant women whose cruise that should be booked would only end after entering the 24th week of pregnancy cannot take part in such a cruise.

1. REGISTRATION AND CONCLUSION OF THE TRAVEL CONTRACT
<p>1.1 With the booking (travel registration) the customer bindingly offers SILVERSEA the conclusion of a travel contract and at the same time confirms to SILVERSEA the knowledge of the above mentioned pre-contractual information. Registration is possible in writing, by fax or electronically, in exceptional cases also by telephone. It is made by the applicant also for all participants listed in the registration. The basis of this offer is the travel advertisement with all information contained therein, in particular also with regard to offered flight services, as well as these travel conditions.</p>
<p>1.2 The package travel contract is concluded exclusively with the written travel confirmation or invoice by SILVERSEA. The electronic confirmation of receipt of the travel registration as well as a booking form signed at the travel agency, if applicable, do not constitute acceptance of the travel contract. If the travel confirmation is made immediately after pressing the button "Pay to book" by the immediate display of the travel confirmation on the screen, the package travel contract is concluded with the display of this travel confirmation. SILVERSEA is not obliged in case of non-acceptance of the travel request to expressly declare non-acceptance and/or to justify non-acceptance to the customer.</p>
<p>1.3 The customer is responsible for all contractual obligations of fellow travelers for whom he makes the booking as for his own, provided that he has assumed this obligation by express and separate declaration.</p>
<p>1.4 If the content of the travel confirmation deviates from the content of the registration, SILVERSEA shall be bound to this new offer for 7 days. The travel contract is concluded on the basis of the new offer if the customer accepts the offer by express declaration, down payment, payment of the balance or commencement of travel within the specified period. According to the legal regulations for package tour contracts concluded at a distance (e.g. via letters, telephone calls, e-mails, tele media or online services), there is no right of withdrawal, but only the legal right of withdrawal and cancellation. However, a right of cancellation exists if the contract for travel services has been concluded outside business premises, unless the negotiations on which the conclusion of the contract is based were based on a previous order by the consumer; in the latter case there is no right of cancellation.</p>
2. PAYMENT
<p>2.1 SILVERSEA and travel agents may only demand or accept payments on the travel price before the end of the trip if the security note has been handed over to the customer. After conclusion of the contract, a down payment of 25% of the tour price is due upon handing over of the security certificate. The remaining payment is due 120 days (180 days for World cruise and similar special cruises) before the start of the trip, provided that the security note has been handed over.</p>

2.2 If the customer does not make the down payment and/or the balance payment in accordance with the agreed payment due dates, and if SILVERSEA is willing and able to properly provide the contractual services, has fulfilled the statutory information obligations and no legal or contractual right of retention exists on your part, SILVERSEA shall be entitled, in the event of non-performance of the down payment, to withdraw from the package tour contract after issuing a reminder setting a deadline and to charge you with the costs of withdrawal in accordance with section 4.2 sentences 2 to 4.4. If the agreed tour price has not been paid in full by the due date, SILVERSEA shall be entitled to terminate the package tour contract and to claim damages in the amount of the corresponding cancellation fees, provided that there was not already at that time a tour deficiency justifying cancellation. SILVERSEA shall be entitled to claim damages for non-performance under the conditions of UK Law or similar national law statutes. If you have booked your trip only 30 days before the start of the trip or later, full payment must be made immediately after receipt of the travel confirmation with security note. With the travel confirmation/invoice you will receive a security note based on the local law requirements. SILVERSEA has taken out insolvency bonding according to IPP to secure your customer deposits/payments. The respective local security note securities a direct claim against the bonding organization in the event of insolvency of SILVERSEA and it's address is sent to you with the travel confirmation.

3. CHANGES IN PERFORMANCE

3.1 The offers and information on the scope of the contractual travel services in the catalogue or on our website correspond to the status at the time of printing/publication. The travel prices are based on the current rates of carriage and exchange rates applicable at the time of the travel advertisement. Until the customer's booking request has been transmitted, however, changes to the services/ the scope of services/ the ship route/ the arrival and departure modalities are possible for objectively justified reasons, which is why SILVERSEA expressly reserves the right. SILVERSEA will of course inform the customer of these changes prior to the conclusion of the contract or prior to the submission of its binding contractual offer.

3.2 SILVERSEA expressly reserves the right to deviations and changes of individual travel services from the contractually agreed content of the package travel contract, which become necessary after conclusion of the contract, as far as these changes are insignificant according to EU Package Travel Directive in the UK transition or the respective national law statutes in your country where the travel modules are offered. In the case of cruises, changes to the itinerary are possible at any time, e.g. due to official regulations, special circumstances of shipping traffic, medical emergencies, or if a different itinerary becomes necessary in the interest of the safety of the passengers or for weather reasons. The captain responsible for the ship shall decide on such changes to the itinerary and/or travel and layover times that become necessary after conclusion of the contract.

3.3 Any warranty claims shall remain unaffected if the changed services are defective.

3.4 SILVERSEA is obliged to inform the customer of significant changes to the contract immediately after becoming aware of the reason for the change.

3.5 If SILVERSEA is only able to provide the booked trip due to a circumstance occurring after conclusion of the contract under significant change of one of the essential characteristics of the travel service, or only under deviation from a contractual agreement made separately between SILVERSEA and the customer, SILVERSEA shall be entitled to offer the customer a corresponding contractual change before commencement of the trip, or optionally also participation in another trip (substitute trip). In such a case, the customer shall have the right to withdraw from the booked trip without payment of compensation, to demand participation in a substitute trip or to accept the offer to change the contract within 7 days of receipt of our notification of change. SILVERSEA shall expressly inform the customer of this period in the notification of change. Therefore, the offered contract amendment shall be deemed accepted if the customer does not inform SILVERSEA within this set period that he wishes to withdraw from the package tour contract free of charge or demands participation in a substitute tour offered. The changed service shall replace the service originally owed under the contract. Any warranty claims remain unaffected if the changed service is defective.

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

4.1 The customer can withdraw from the trip at any time before the start of the trip. Cancellation must be made to SILVERSEA at the address given below. If the trip was booked through a travel agency, the withdrawal can also be declared to this agency. The customer is recommended to declare the cancellation in writing. The date of receipt by SILVERSEA of the notice of withdrawal shall be decisive for the date of withdrawal.

4.2 If the customer withdraws before the start of the trip or does not commence the trip, SILVERSEA loses its claim to the travel price. SILVERSEA may instead demand reasonable compensation insofar as SILVERSEA is not responsible for the cancellation or insofar as extraordinary circumstances do not occur at the place of destination or its immediate vicinity which considerably impair the performance of the journey or the carriage of persons to the place of destination; circumstances are unavoidable if they are not subject to the control of SILVERSEA and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3 The amount of the compensation shall be determined by the travel price less the value of the expenses saved by SILVERSEA and less what SILVERSEA acquires through other use of the travel services, which shall be justified by SILVERSEA at the customer's request. SILVERSEA has determined the following compensation lump sums taking into account the period between the notice of withdrawal and the commencement of the journey as well as the expected savings of expenses and the expected acquisition through other use of the

travel services. The compensation will be calculated as follows with the respective cancellation scale after the date of receipt of the notice of cancellation:

The following cancellation fees apply to all other trips with **travel date from 01.01.2022**, with the exception of world tours and the special trips through the Northeast Passage and Northwest Passage and named "Specialoffers":

- in case of cancellation between deposit and 151 days before departure: 250 EUR/ 200 GBP/ 250 USD;
- Cancellation 150 - 121 days prior to departure: 15% of the tour price;
- for cancellations 120 - 91 days prior to departure: 25% of the tour price;
- for cancellations 90-61 days prior to departure: 50% of the tour price
- 60 - 31 days before the start of the trip: 75% of the tour price;
- for cancellations 30 - 0 days before departure: 100% of the tour price;
- in case of cancellation on the day of departure or in case of non-arrival: 100% of the tour price.

The following cancellation fees apply to all other trips with **travel date up to 31.12.2021**, with the exception of world tours and the special trips through the Northeast Passage and Northwest Passage and named "Specialoffers":

- in case of cancellation between deposit and 121 days before departure: 90 EUR/ 65GBP/ 100 USD;
- for cancellations 120 - 91 days prior to departure: 15% of the tour price;
- for cancellations 90-61 days prior to departure: 50% of the tour price
- 60 - 31 days before the start of the trip: 75% of the tour price;
- for cancellations 30 - 0 days before departure: 100% of the tour price;
- in case of cancellation on the day of departure or in case of non-arrival: 100% of the tour price.

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

Standard cancellation and payment plan policies will be replaced by [world travel policies](#) and payment plans for the following journeys: -Northeast Passage, Northwest Passage, Ross Sea and Grand Voyages and world cruise for **booked departures from 01.01.2022**:

- in case of cancellation between deposit and 181 days before departure: 450 EUR/ 350 GBP/ 500 USD; this administration fee will be automatically awarded as Future Cruise Credit (FCC) for any future booking with SILVERSEA

- Cancellation 180 - 151 days prior to departure: 25% of the tour price;
- for cancellations 150 - 121 days prior to departure: 50% of the tour price;
- for cancellations 120 - 91 days prior to departure: 75% of the tour price
- 90 - 0 days before the start of the trip: 100% of the tour price;
- in case of cancellation on the day of departure or in case of non-arrival: 100% of the tour price.

Standard cancellation and payment plan policies will be replaced by [world travel policies](#) and payment plans for the following journeys: -Northeast Passage, Northwest Passage, Ross Sea and Grand Voyages and world cruise for **booked departures up to 31.12.2021**:

- in case of cancellation between deposit and 181 days before departure: 450 EUR/ 350 GBP/ 500 USD;
- Cancellation 180 - 151 days prior to departure: 25% of the tour price;
- for cancellations 150 - 121 days prior to departure: 50% of the tour price;
- for cancellations 120 - 91 days prior to departure: 75% of the tour price
- 90 - 0 days before the start of the trip: 100% of the tour price;
- in case of cancellation on the day of departure or in case of non-arrival: 100% of the tour price.

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

4.4 In any case, the customer is at liberty to prove to SILVERSEA that SILVERSEA has incurred no damage at all or substantially less damage than the lump sum demanded by it.

4.5 SILVERSEA reserves the right to demand a higher, concrete compensation instead of the aforementioned lump sums if SILVERSEA proves that it has incurred significantly higher expenses than the applicable lump sums. In this case, SILVERSEA shall be obliged to quantify and substantiate the claimed compensation taking into account the saved expenses and any other use of the travel services.

4.6 The statutory right of the customer to demand from SILVERSEA in accordance with EU Package Travel Directive in the UK Transition or the respective national law statutes, in your country where the travel modules are offered that a third party takes over the rights and obligations arising from the package travel contract instead of him shall remain unaffected by the above conditions. Until the start of the trip, i.e. taking into account a reasonable period of time for organisational measures which must be reasonable for SILVERSEA, the customer may demand that a third party takes his place in the rights and obligations arising from the package travel contract. SILVERSEA may object to the entry of the third party if the third party does not meet the special travel requirements or if its participation is contrary to statutory regulations or official orders. If a third party enters into the contract, he and the customer shall be jointly and severally liable to SILVERSEA for the travel price and the additional costs incurred as a result of the entry of the third party, in particular for changing the flight tickets and fees of the respective service providers.

We charge handling fees of € 50.00 for the transfer of the contract to a substitute person (plus any fees charged by third parties - in particular airlines).

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

5. REBOOKING

5.1 If a customer wishes to rebook for another trip, he should ask SILVERSEA to clarify whether the request can be met. There is no legal right to rebooking. This does not apply if the rebooking is necessary because SILVERSEA has not provided the traveler with any, insufficient or incorrect pre-contractual information in accordance with EU Package Travel Directive in the UK transition or the respective national law statutes, in your country where the travel modules are offered; in this case the rebooking is possible free of charge. Otherwise, rebooking is only possible if the rebooking takes place on a trip that begins within six months of the original departure date and is more expensive. Changes can only be made up to 61 days before departure and will only be permitted once. In contrast, changes that only relate to individual travel services (e.g. hotel or flight) as well as pure name corrections that do not represent a change of person are possible at any time before departure. When registering your trip, SILVERSEA must have your full name with all first names and surnames and the names of all registered travelers congruent with your valid passport. After

<p>SILVERSEA has confirmed the trip, name changes are only permitted for a handling fee of € 50 per person. Name changes on scheduled flights are only possible in exceptional cases and on request; SILVERSEA charges a name change fee of EUR 100 per person after the issue of the ticket. Depending on the availability of the airfields, additional surcharges may apply. Pure name corrections in case of incorrect spelling are free of charge. The customer will be charged EUR 100.00 for rebookings and changes as well as fees charged by third parties (e.g. airlines). The advertised conditions apply to rebookings and new bookings; discounts and special conditions for the trip to be rebooked cannot be transferred.</p> <p>5.2 Irrespective of this, each customer is free to withdraw from the originally booked trip under the cancellation conditions under Item 4.3 and to book a new trip. This is mandatory for each rebooking request 60 days or later to departure date.</p>
<p>6. SERVICES NOT USED</p>
<p>If the traveler does not make use of individual travel services which have been duly offered to him for reasons attributable to him (e.g. early return or other compelling reasons), he shall not be entitled to pro rata reimbursement of the travel price. SILVERSEA will endeavor to have the saved expenses reimbursed by the service providers. This obligation shall not apply if the services concerned are completely insignificant or if reimbursement is contrary to statutory or official provisions.</p>
<p>7. TERMINATION FOR REASONS OF CONDUCT OR UNAVOIDABLE, EXTRAORDINARY CIRCUMSTANCES</p>
<p>SILVERSEA may terminate the Travel Contract without notice if the Traveller</p> <ul style="list-style-type: none"> (a) he has not notified any unfitness to travel known to him before the start of the journey; (b) knowingly misstated his age; (c) is, in the judgement of the master or the ship's doctor, incapable of travelling because of illness, infirmity or any other cause; (d) is dependent on company, but travels unaccompanied; e) the performance of a voyage, notwithstanding a warning from SILVERSEA or the ship's management, causes lasting disruption or behaves in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified; f) booked with false personal or nationality details; g) does not appear at the start of the journey within the check-in periods provided, or does not comply with the necessary travel regulations or does not carry the necessary travel documents, so that there is a risk that other passengers may not leave the ship for shore leave. h) carries weapons, ammunition, explosive or flammable substances and the like, (i) consumes or carries drugs or commits criminal offences while travelling. <p>A justified termination also exists in the case of an attempt of the aforementioned actions h) and i).</p> <ul style="list-style-type: none"> j) is on corresponding anti-terror lists of the EU or OFAC. <p>If SILVERSEA terminates the contract, SILVERSEA retains the right to the travel price; however, SILVERSEA must allow itself to be credited with the value of the saved expenses as well as those benefits which SILVERSEA obtains from another use of the service not used, including the amounts credited to SILVERSEA by the service providers.</p> <p>If SILVERSEA is prevented from carrying out and fulfilling the package tour contract prior to commencement of travel due to unavoidable, extraordinary circumstances, SILVERSEA may declare its withdrawal from the contract to the customer immediately after becoming aware of the reason for withdrawal. SILVERSEA will then refund the paid travel price within 14 days. SILVERSEA reserves the right to demand reasonable compensation for travel services rendered or to be rendered.</p> <p>On board there is an on-board regulation which must be observed and observed by the customer without restriction. The captain is responsible for the ship, the passengers and the crew. Within the framework of the seamanly conduct of the ship, the guarantee of safety, as well as with regard to the observance of the ship rules, the captain has the sole decision-making authority and is thus entitled to expel customers from the ship without compensation.</p>
<p>8. WARRANTY / COOPERATION OBLIGATIONS OF THE TRAVELLER</p>
<p>8.1 Notification of defects</p> <p>If the trip is not carried out in accordance with the contract, the traveler can demand remedy. To the extent that SILVERSEA was unable to remedy the defect due to a culpable omission of the notice of defects, the Traveler may neither assert claims for a reduction of the purchase price pursuant to EU Package Travel Directive in the UK transition or the respective national</p>

law statutes, in your country where the travel modules are offered, nor claims for damages pursuant to damage of tort definition or the respective national law statutes, in your country where the travel modules are offered. Insofar as the notice of defects is not recognizably futile or unreasonable for other reasons, the traveler can immediately notify the tour guide at the holiday destination of this.

or on board the vessel. If a tour guide is not available on site, the customer may notify SILVERSEA of any travel defects at its registered office. The customer will be informed about the availability of the tour guide or of SILVERSEA in the service description, at the latest, however, with the travel documents. The tour guide shall be instructed to remedy the situation as far as this is possible. However, it is not authorized to recognize claims of the traveler. The customer can demand a reduction of the travel price corresponding to the reduced performance (i.e. reduction §651 m BGB or the respective national law statutes, in the country where the travel modules are offered) if, despite his request for remedy (see 8.1.), travel services or substitute services accepted by him were not provided in accordance with the contract.

8.2 Deadline prior to termination

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

The customer's request for remedy may also be addressed directly to SILVERSEA:
Silversea Cruises (UK) Ltd. (3 The Heights, Brooklands, Weybridge, Surrey, KT13 0NY,
United Kingdom) <http://www.silversea.com> Tel: +4969-222212283 Mail:
EU.GSA@silversea.com

Authorized recipient and representative:

Silversea Cruises Ltd. Frankfurt Branch: Amelia-Mary-Earhart Straße 8 in 60549 Frankfurt,
Phone: +49 (0)69 920-399340 Mail:frankfurt@silversea.com

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

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

8.3 Loss of baggage, damage to baggage and delay of baggage

SILVERSEA strongly recommends that damage or delays in delivery during air travel be reported immediately to the responsible airline at the airport by means of a Property Irregularity Report (P.I.R.). Airlines usually refuse refunds if the damage report has not been completed. In case of damage to luggage, the damage report must be submitted within seven days and in case of delay within 21 days of delivery. Otherwise, the loss, damage or misrouting of baggage must be reported to the tour guide or the local representative of SILVERSEA. Damage to or loss of luggage during embarkation or disembarkation must be reported immediately. The customer is obliged to notify SILVERSEA or its agents in writing. If cabin baggage is visibly damaged, the customer must notify SILVERSEA of the damage immediately, at the latest, however, at the time of disembarkation. In the case of other, externally recognizably damaged luggage, which has been transported by the on-board

personnel or stored for the customer, the customer must report the damage as soon as it is handed back to him. If the damage is not externally visible, the report must be made no later than 15 days after disembarkation, handover or the time at which handover was scheduled. The carriage, stowage and handling of the passenger's own luggage on board shall always be at the passenger's own risk. Cabin luggage damage is limited to a maximum liability amount of 2,250 units of account (unit of account is the special drawing right of the International Monetary Fund). The amount shall be converted into Euro according to the value of the Euro in relation to the Special Drawing Right (see here), per customer and per trip, insofar as damage was neither intentionally nor grossly negligently caused by SILVERSEA. The limitation of liability shall also apply insofar as SILVERSEA is responsible for any damage incurred by the customer solely due to the fault of a service provider. In the event of loss of or damage to mobility equipment or other special equipment used by a passenger with reduced mobility, SILVERSEA shall reimburse the replacement value of the equipment concerned or, if applicable, the repair costs. (i.e. implementation of the EU Regulation 392/2009 or the respective national law statutes, in your country where the travel modules are offered).

9. LIMITATION OF LIABILITY

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

9.2 If SILVERSEA is appointed as a contractual shipowner, liability shall be governed by the special international conventions or statutory provisions based on such conventions. (Carriage by sea is subject to the liability provisions of the Athens Convention 1974 and the Protocol thereto 2002 as well as the IMO Reservation and the IMO Guidelines for the Implementation of the Athens Convention, which have been implemented in the European Community by Directive 392/2009 for the Carriage of Passengers by Sea. The exact limits of liability can be found here. The provisions of this paragraph shall not apply only if the provisions referred to in point 9.1 lead to a lesser claim on SILVERSEA. In this context, SILVERSEA draws attention to the following points in connection with the liability provisions for sea transport:
In the event of death and personal injury as a result of a shipping event, SILVERSEA shall - irrespective of the existence of a claim for damages - make an advance payment within 15 days of the determination of the person entitled to damages which is sufficient to cover the immediate economic needs and in reasonable proportion to the damage suffered. In the event of death, the payment shall be at least €21,000. The advance payment expressly does not constitute recognition of liability. This can be offset against any compensation payments to be made. It must be returned to SILVERSEA if the recipient of the advance payment was not entitled to compensation pursuant to Article 6(2) of Regulation (EC) No 392/2009. The liability of SILVERSEA for the loss of and damage to luggage, mobility aids and other special medical equipment used by customers and/or their fellow passengers with reduced mobility is excluded if the customer and/or fellow passenger does not notify SILVERSEA of the damage at the latest at the time of disembarkation or at the latest 15 days after disembarkation in the case of damage which is not recognisable. A written notification is not required if both parties have already jointly determined the damage within the period.
c) SILVERSEA is not liable for damage to or loss of personal equipment or valuables (e.g. money, important documents, precious stones, jewellery, works of art, dentures, photo and film cameras, smartphones, notebooks and tablet PCs including accessories, etc.) due to theft, other loss or other extreme influences, which are not attributable to intentional or grossly negligent conduct on the part of SILVERSEA, unless they were deposited for safekeeping during transport, e.g. in the reception safe.

<p>9.3 SILVERSEA is expressly not liable for service disruptions, personal injury and material damage in connection with services which are merely brokered as third-party services (e.g. excursions, sports events, visits to the theatre, exhibitions, transport services to and from the advertised place of departure and destination), all third-party services are clearly and identifiably marked as such and are therefore not part of the travel service to be provided by SILVERSEA within the scope of the travel contract.</p>
<p>9.4 SILVERSEA has compiled an extensive shore excursion programme for the customer which is offered exclusively by carefully selected local organizers of the respective destination (port). SILVERSEA is responsible for arranging these shore excursions, which are not organized, monitored or controlled by SILVERSEA. The shore excursion programme is provided by local tour operators who work independently of SILVERSEA. Organizers of shore excursions plan these in accordance with the lay times of the ship. SILVERSEA carries out the mediation of such external services as a pure service for the customer, but SILVERSEA is liable for errors in the mediation.</p>
<p>9.5 Air carriage owed as part of a package tour is subject to the liability provisions of the Montreal Convention of 1999, as amended by Regulation (EC) No 889/2002.</p>
<p>9.6 SILVERSEA recommends that customers take out travel accident and luggage insurance in their own interest.</p>
<p>10. LIMITATION PERIOD - INFORMATION ON CONSUMER DISPUTE SETTLEMENT</p>
<p>10.1 All contractual claims of the customer shall become statute-barred after two years. The claims for damages under maritime law due to death, damage to body or luggage become statute-barred after two years. Claims arising from tort shall become statute-barred within three years unless they also arise under the provisions of the UK Commercial Code on maritime liability.</p>
<p>10.2 The limitation period begins on the day on which the trip should end according to the contract. If the last day of the period falls on a Sunday, a public holiday recognized by the state at the place of declaration or a Saturday, the next working day shall take the place of such a day.</p>
<p>10.3 If negotiations between the customer and SILVERSEA concerning the claim or the circumstances justifying the claim are pending, the statute of limitations shall be suspended until the customer or SILVERSEA refuses to continue the negotiations. The limitation period shall commence at the earliest three months after the end of the suspension.</p>
<p>10.4 SILVERSEA operates a modern, fast and fair complaints management system. This is attainable for its customers under guestrelationsuk@silversea.com. SILVERSEA does not take part in a consumer dispute settlement. If a consumer dispute resolution would become obligatory for SILVERSEA after printing of these trading conditions, SILVERSEA informs the consumers about it in suitable form. SILVERSEA refers to the European Online Dispute Resolution Platform for all contracts concluded in electronic legal transactions.</p>
<p>11. OBLIGATIONS TO PROVIDE INFORMATION ON THE IDENTITY OF THE CARRIER UNDERTAKING PERFORMING THE CONTRACT</p>
<p>The EU regulation on informing passengers of the identity of the operating airline obliges SILVERSEA to inform the customer of the identity of the operating airline of all air transport services to be provided within the scope of the booked journey at the time of booking. If the operating airline has not yet been determined at the time of booking, SILVERSEA is obliged to inform the customer of the airline or airlines that will probably operate the flight. As soon as SILVERSEA knows which airline will operate the flight, SILVERSEA will inform the customer. If the airline named to the customer as the operating airline changes, SILVERSEA will inform the customer of the change. SILVERSEA will immediately take all reasonable steps to ensure that the customer is informed of the change as soon as possible. The list of airlines banned from EU operations is available on the following website: http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm</p>
<p>12. PASSPORT, VISA AND HEALTH REQUIREMENTS</p>
<p>12.1 The customer shall be informed about the entry regulations in the travel catalogue, in the travel advertisement, or in the Internet presence, in the online travel advertisements and in the "Useful Information" in the travel catalogue or online, prior to the conclusion of the contract. He must observe the necessity of carrying valid identity documents, in particular a valid machine-readable passport (ePassport) and its period of validity. As a general rule, every passenger must carry a valid passport on the respective trip, which must be valid for at least 6 months after the end of the trip. On all journeys which exclusively call at ports in the EU as well as in Norway and Iceland, German citizens only require an</p>

<p>identity card which is valid for at least 6 months after the end of the journey. All children require a children's passport (see "Useful Information") for all trips to ports in the EU, Norway and Iceland up to the age of 14, otherwise a machine-readable passport (ePassport) which is valid for at least 6 months after the end of the trip. The entry of the child in the passport of a parent or guardian is no longer sufficient.</p>
<p>12.2 SILVERSEA offers the trips in this travel catalogue or the corresponding website in all European EEA countries, SILVERSEA will therefore inform its local customers about the provisions of passport, visa and health regulations for the respective travel countries of the cruise or trip prior to conclusion of the contract and about any changes to such provisions prior to commencement of the trip. This information can also be arranged by the mediating travel agency due to its own legal obligation (i.e. §651v Abs.1 Satz 1 BGB or the respective national law statutes, in the country where the travel modules are offered) and should be documented by this. SILVERSEA provides further information via its website and in the booking systems by accessing suitable databases.</p>
<p>12.3 The customer is responsible for retrieving the further information suitable for him until departure, obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations. Any disadvantages resulting from non-compliance with these regulations, e.g. the payment of withdrawal costs or official fines, shall be borne by the customer. This shall not apply if SILVERSEA or the travel agent has failed to provide adequate or incorrect information.</p>
<p>12.4 SILVERSEA shall not be liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the customer has commissioned SILVERSEA with the procurement, unless SILVERSEA has culpably breached its own obligations.</p> <p>12.5. For all cruises, travelers are required to provide proof of appropriate and complete vaccination (for more information, please click here https://www.silversea.com/health-and-travel-notice.html) against Covid-19 at the time of embarkation. Guests who are unable to provide this proof will be denied embarkation. The trip is then considered as not started (No Show) with all legal consequences.</p>
<p>13. DATA PROTECTION / RIGHT TO OBJECT TO ADVERTISING</p>
<p>The personal data provided by the customer to SILVERSEA will be electronically processed, stored and used to the extent necessary for the execution of the contract, for the processing of the trip, for customer support or for the fulfilment of statutory provisions. In addition, if the customer has agreed to this, the data will be used for market research purposes and to send current information and offers. SILVERSEA processes the booking order on the basis of the GDPR, taking into account the applicable data protection regulations. The customer has the right to object to this further use of data at any time or to revoke the consent given for the aforementioned purposes at any time. For this purpose, the customer shall contact Silversea Cruises, data protection officer, address Frankfurt, by e-mail to dpo@silverseacruises.com or by post to Silversea Cruises. The customer can find more details in the SILVERSEA DATA PROTECTION DECLARATION. https://www.silversea.com/privacy-policy.html</p>
<p>14. CHOICE OF LAW / PLACE OF JURISDICTION / GENERAL CLAUSE</p>
<p>14.1 Unless otherwise stipulated for the benefit of the customer in regulations or international conventions which are mandatory for the travel contract, the entire contractual and legal relationship between SILVERSEA and the customer shall be governed exclusively by UK law.</p>
<p>14.2 Complaints against SILVERSEA shall be brought before the competent local and factual courts for the registered office of SILVERSEA CRUISES Ltd. Weybridge - London, unless mandatory statutory provisions or international agreements stipulate otherwise.</p>
<p>14.3 The place of jurisdiction for actions brought by SILVERSEA against customers or contractual partners of the travel contract who are merchants, legal entities under public or private law or persons who have their place of residence or habitual abode abroad, or whose place of residence or habitual abode is unknown at the time the action is brought, shall be the registered office of SILVERSEA Cruises in Weybridge - London /UK.</p>

14.4 The invalidity of individual provisions of the travel contract and/or these travel conditions shall not result in the invalidity of the entire travel contract or the entire travelconditions.

The tour operator is:

Silversea Cruises (UK) Ltd. (3 The Heights, Brooklands, Weybridge, Surrey, KT13 0NY, United Kingdom) <http://www.silversea.com>

Authorised recipient and representative:

Silversea Cruises Ltd. Frankfurt Branch: Amelia-Mary-Earhart Straße 8 in 60549 Frankfurt, Phone: +49 (0)69 920-399340 Mail: frankfurt@silversea.com

Insolvency bonding:

VERSICHERER:

For insured persons with residency in Europe including EEA states:

International Passenger Protection Ltd. via

IPP-Haus
22-26 Station Road, West Wickham
Kent BR4 0PR
United Kingdom
Fax: +44 (0)20 8776 3751
E-Mail: info@ipplondon.co.uk

Liberty Mutual Insurance Europe S.E.

5-7 rue Leon Laval, L-3372
Leudelange
Großherzogtum Luxemburg
Registernummer B232280

For insured persons with residency in Switzerland :

International Passenger Protection Ltd. über

IPP House
22-26 Station Road, West Wickham
Kent BR4 0PR
United Kingdom
Fax: +44 (0)20 8776 3751
Email: info@ipplondon.co.uk

Liberty Managing Agency Limited

20 Fenchurch Street
London EC3M 3AW
United Kingdom
Registernummer 03003606

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

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

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

You can therefore take advantage of all the EU rights that apply to package travel. Silversea Cruises (UK) Ltd. is fully responsible for the proper execution of the entire package.

In addition, Silversea Cruises (UK) Ltd. has the statutory security to repay your payments and, if the transport is included in the package, to secure your return transport in the event of its insolvency.

Main rights under Directive (EU) 2015/2302:

- Passengers will receive all essential information about the package prior to the conclusion of the package travel contract.
- At least one contractor is always liable for the proper provision of all travel services included in the contract.
- Travellers receive an emergency telephone number or contact details of a contact point where they can contact the tour operator or travel agency.
- Travellers may transfer the package to another person within a reasonable time and possibly at additional cost.
- The price of the package may only be increased if certain costs (e.g. fuel prices) increase and if this is expressly provided for in the contract, and in any event no later than 20 days before the package commences. If the price increase exceeds 8% of the package price, the traveller may withdraw from the contract. If a tour operator reserves the right to a price increase, the traveller has the right to a price reduction if the corresponding costs are reduced.
- Travellers may withdraw from the contract without paying a cancellation fee and will receive full reimbursement of all payments if any of the essential elements of the package other than the price is

substantially changed. If the operator responsible for the package cancels the package before its commencement, travellers shall be entitled to reimbursement and, in certain circumstances, compensation.

- In exceptional circumstances, travellers may withdraw from the contract before the package starts without paying a cancellation fee, for example if there are serious safety problems at destination which are likely to affect the package.

- In addition, travellers may withdraw from the contract at any time before the start of the package against payment of a reasonable and justifiable cancellation fee.

- If after the start of the package tour essential components of the package tour cannot be carried out as agreed, the traveller shall be offered appropriate other precautions at no additional cost. The traveller can withdraw from the contract without paying a cancellation fee (in the Federal Republic of Germany this right is called "termination") if services are not provided in accordance with the contract and this has considerable effects on the provision of the contractual package tour services and the tour operator fails to remedy the situation.

- The traveller is entitled to a price reduction and/or compensation if the travel services are not provided or not provided properly.

- The tour operator will assist the traveller if he is in difficulties. In the event of the insolvency of the tour operator or, in some Member States, of the travel agent, payments will be refunded. If the insolvency of the tour operator or, if relevant, of the travel agent occurs after the package has commenced and the carriage forms part of the package, the return of the passengers shall be guaranteed. Silversea Cruises (UK) Ltd. has concluded insolvency bonding with

International Passenger Protection Ltd. via	Liberty Mutual Insurance Europe S.E.
IPP-Haus	5-7 rue Leon Laval, L-3372
22-26 Station Road, West Wickham	Leudelange
Kent BR4 0PR	Großherzogtum Luxemburg
United Kingdom	
Fax: +44 (0)20 8776 3751	Registernummer B232280
E-Mail: info@ipplondon.co.uk	

For insured persons with residency in Switzerland :

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

Frankfurt, July 2021