



BOOKING CONDITIONS

All holidays are organised and offered for sale by JMG Travel Ltd trading as JMG Cruise & Ambassador Cruise Holidays Limited, trading as Ambassador Cruise Line, (“we”), (“us”), (“our”).

In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred. A ‘package’ and ‘lack of conformity’ have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018 and ‘arrangements’ are all the cruise and other travel arrangements detailed on your confirmation invoice (including any additions or amendments).

You will receive standard information about your package arrangements and details of their main characteristics before a binding agreement between you and us comes into existence. That information, these conditions and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

The key terms of our agreement are:-

Key Terms

You will enter into a binding contract with us when we issue our confirmation invoice. If you then cancel your arrangements, you will be required to pay cancellation charges. Initially, this will be the deposit you paid to secure your arrangements, but after you’ve paid the balance of the price of your arrangements, these charges will increase up to 100% of the cost of them;

1. You can make changes to your confirmed arrangements in certain circumstances. We will make a charge for processing these changes;

2. **We may make changes to and cancel your confirmed arrangements but we will pay you compensation in certain circumstances if we do so;**
3. **We are responsible for making sure your confirmed arrangements are not performed negligently but there are some limits on and exceptions to this.**

Special Note: Accuracy of descriptions and prices

The information and prices shown in this brochure or on our website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the information and prices at the time of publication, regrettably errors do occasionally occur. You must, therefore, ensure you check the price and all other details of your chosen arrangements with us at the time of booking. Should we become aware of the need to revise information or prices, we may do so by informing you before we accept your booking. In this case, the revised information or prices will be considered to form part of our contract with you as if they had originally been published in our brochure or on our website. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 7.

1. Booking

Bookings can be made by calling our cruise reservations department or contacting your travel agent. A binding agreement for your arrangements will come into existence between you and us when we have received all required payments from you and we issue a confirmation invoice, either directly to you or via any agent we have authorised to act on our behalf. Upon receipt, if you believe that any details on the confirmation invoice, or any other document are wrong you must advise us immediately as changes may not be able to be made later. It may harm your rights if you don't.

Deposits: When we make your booking you must pay a deposit of \$500 per person. For lunch and overnight port events, payment is due at the time of booking.

Balance: Your balance payment is due no less than **90 days prior to departure**, for which we will not issue a reminder. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case, the cancellation charges set out in clause 3 below will be payable.

2. Insurance

It is a condition of booking with us that you take out appropriate travel insurance (including cover for Covid-19 related issues and pre-existing medical conditions) and you are not permitted to travel with us without having adequate travel insurance in place.

Any travel insurance you purchase must include specific cover for cruise holidays, Covid-19 related issues, pre-existing medical conditions and incidents which may affect your package holiday or travel arrangements and, if necessary, travelling to a destination subject to a FCDO advisory against travel. It remains your responsibility to read and understand the insurance policy and ensure that it is suitable and adequate for your particular needs. Please read your policy details carefully and bring them with you on

holiday. You will be required to provide proof of adequate cover at check-in and will not be able to board the vessel without it. You may also provide details of your insurance policy via [MY AMBASSADOR SAILING](#) at any time prior to departure.

3. Changes and cancellations by you

If you wish to make any changes to your arrangements after they have been confirmed, including if you wish to cancel all or some of them, you must inform us in writing as soon as possible. Your notice requesting a change or cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We can't guarantee that changes can be met, although we will do our best to assist. Since we incur costs in cancelling or changing your arrangements, all such changes and cancellations will be subject to the charges set out below. Where we are unable to assist with making a requested change, and you do not wish to proceed with the original booking we will treat this as a cancellation by you.

If your booking is made on a package basis and if any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements, including an agreement to these booking conditions) providing we are notified in writing not less than fourteen days before departure and you pay an amendment fee and meet all costs and charges incurred by us. In the event that external suppliers have been contracted by ourselves to facilitate elements of your package booking, increased administration or cancellation fees may be charged. We will advise you of any such fees, costs and charges before you proceed with the amendment. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Charges in the event of a cancellation

In the event of a cancellation, you will have to pay the applicable cancellation charges up to the maximum shown below (the cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

Date Cancellation received	Cancellation Charge
91 days or more before departure	Loss of full deposit
57 - 90 days before departure	60% of the price

42 - 56 days before departure	75% of the price
15 - 41 days before departure	85% of the price
0- 14 days	100% of the price

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

Once within 14 days of departure, the cancellation of any ancillary items pre-purchased including but not limited to onboard drinks packages, shore excursions, travel insurance, port parking, coaching and travel arrangements to the port, will be charged at 100% loss of monies.

Charges in the event of a change

Outside of 90 days of departure, in the event we can meet your requested change, you will be charged \$100 per person administration fee as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. If transferring from one cruise to another, the value of your new booking must remain the same as the original, or higher. Once within 90 days, any transfer of booking from one cruise to another will be considered as a cancellation (at the applicable cancellation charges) and re-booking a new booking will need to be made. Only one transfer from one cruise to another is allowed, irrespective of when this transfer is made.

Name change requests are limited to one per cabin outside of 90 days prior to departure and will be charged at \$100 per amendment. Any name change request between 90 and 14 days before departure, will be charged at \$150 per amendment. Once within 14 days of your departure date, no name changes will be permitted.

No refunds will be made for tickets or services booked but not used, or for insurance premiums or alteration charges. **Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges detailed above.**

Cancelling – Foreign, Commonwealth & Development (‘FCDO’) Advice and Covid-19

Where you are choosing to travel to any destination/s subject to the FCDO advisory against non-essential travel, you accept that once your booking has been confirmed, if you decide not to travel due to the FCDO

advisory or any other reason (unless specifically set out in these Booking Conditions), you will have to pay our standard cancellation charges as shown above— you are not entitled to cancel and receive a full refund in these circumstances, as it is assumed and you confirm that you have made your booking with full knowledge of the FCDO advisory against non-essential travel.

Where any of your chosen destinations are exempt from the FCDO advisory against non-essential travel at the time of booking but are then subsequently removed from the FCDO exemption list and at that point becomes subject to the FCDO advisory against non-essential travel, you accept that you will not have the right to cancel your booking and receive a full refund. If you choose not to travel in these circumstances, you will have to pay our standard cancellation charges as shown above, as you made your booking with full knowledge of the risks of travelling during the Covid-19 pandemic.

In addition to clause 5, Fitness to Travel, please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(a) If you, or anyone in your booking party, test positive for Covid-19 within the 72 hours prior to sailing, you must contact us immediately. The medical team onboard will be notified, and a short medical consultation will be carried out at embarkation. If our medical team consider you to be 'unfit to travel', we will refuse boarding on medical grounds. Guests should contact their travel insurance provider for a refund of monies paid in line with their policy cover, as no refund will be provided by JMG Cruise or Ambassador.

If this happens whilst you are on your cruise, please notify us immediately and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your cruise, travel arrangement, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. Your travel insurance may cover some of these costs for you – please check the policy wording.

(b) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied boarding, entry to the destination, access to the travel services or you are otherwise unable to proceed with your cruise or travel arrangement, or any part of the cruise or travel arrangement, or you are required to self-isolate within the destination. Your travel insurance may cover some of these costs for you – please check the policy wording.

4. Changes and cancellation by us

Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of clause 6.

Changes and cancellations before departure

Most changes will be insignificant and we reserve the right to make them. If we make an insignificant change to the main characteristics of any package arrangements we will try to notify the change to you as soon as reasonably possible before your departure but we will not notify you about any other insignificant change. We will have no other responsibilities to you in respect of any insignificant changes.

Occasionally, we have to make a significant change and we reserve the right to do so. A significant change is one where we significantly alter any of the main characteristics of your confirmed arrangements.

Examples of significant changes include the following changes when made before departure:-

- a change of accommodation or vessel to that of a lower official classification for the whole or a major part of the time you are away;
- a change of scheduled outward departure time of twelve or more hours;
- a significant change of itinerary missing out more than one major port for cruises of 16 nights and under. For cruises of longer duration the number of port changes will be based on the itinerary and number of ports to be visited.
- Where we can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation and this will have a significant impact on your arrangements.
- Where we increase the price of any package arrangements by more than 8% of the price of them (excluding any insurance premiums, amendment charges and/or additional services).

If we have to make a significant change or cancel before departure, we will inform you without undue delay and if there is time to do so before departure, we will offer you the choice of the following options:-

- i.(for significant changes) agreeing to the changed arrangements,
- ii.accepting the cancellation or terminating the contract for the arrangements and receiving a refund (without undue delay) of all monies paid; or
- iii.accepting an offer of alternative arrangements of comparable standard from us, if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

You must notify us of your choice within 7 days of our offer. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Where you choose to accept a cancellation or terminate your arrangements, we will pay you a refund of all monies paid without undue delay and (subject to the exceptions detailed below) where you have booked package arrangements, we will where appropriate, pay you reasonable compensation, subject to the limitations and exclusions in section B of clause 6. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

We will not pay you compensation where:-

- i. we make a significant change or cancel before you have paid the final balance of the cost of your arrangements;
- ii. we make a significant change or cancel as a result of unavoidable and extraordinary circumstances as set out in clause 8;

We will not make a price reduction or pay you compensation; and the above options will not be available where:-

- i. we make an insignificant change;
- ii. we cancel as a result of any failure by you (including a failure to make payment in accordance with these terms);
- iii. where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Changes and cancellations to package arrangements after departure

If we become unable to provide a significant proportion of your package arrangements after you have departed, we will try to offer you suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a price reduction. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate.

Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with the clause above, where appropriate, we will pay you compensation subject to section B of clause 6. Where our original agreement included return transport we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost.

Where we are unable to ensure your return as agreed because of unavoidable and extraordinary circumstances defined in clause 6, we will bear the cost of necessary accommodation if possible of equivalent category for a period not exceeding (a) 3 nights per traveller (exceptions apply in respect of persons with reduced mobility and people travelling with them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we have been notified of their particular needs at least 48 hours before the start of the package); or (b) where a different period is specified in any passenger rights legislation applicable to the relevant means of transport for your return, for the period specified in that legislation.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

5. Fitness to Travel on the Cruise Ship, Pregnancy, Disability or Reduced mobility, Medical/ mobility equipment

Our priority is the comfort and safety of our passengers. We will give you information about whether the

arrangements you have chosen are generally suitable for persons with reduced mobility but if you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before we issue our confirmation invoice. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your booking and/or if you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of these details. In particular, please note the following:-

Your privacy

We will only collect information about your physical or mental health or disability status to ensure your health and safety and to provide appropriate adjustments that you might require to access the arrangements we have made for you. Please see our full [privacy policy](#) for details.

Health Questionnaire and fitness to travel

Health and Hygiene

The safety and health of our Guests are our highest priorities at Ambassador Cruise Line. We set high standards for hygiene and cleanliness on board in order to safeguard all our Guests and Crew.

We follow standards set out by regional and worldwide ship sanitation organisations, principally the “EU SHIP SAN” framework. This is monitored by an independent advisor and we work closely with national Port Health Authorities to make sure that our procedures meet the required standards. We are always alert to new developments and welcome improvements to protect the health and well-being of our Guests and Crew.

Pre-sailing health questionnaire

Guests will be asked to complete a pre-sailing health questionnaire to identify any medical issues prior to sailing. Our priority is to look after everyone’s well-being on board and to make sure we provide any extra care that may be needed.

We and any carrier are entitled to administer a health questionnaire prior to boarding. In order to ensure that the carrier is able to carry passengers safely and in accordance with applicable safety requirements. When completing the questionnaire or embarking the ship, you warrant that you are fit to travel by sea and that your conduct or condition will not impair the safety of the cruise ship or inconvenience the other passengers. You must disclose any medical symptoms of any illness (including but not limited to covid-19 symptoms), injury or infirmity bodily or mental or any circumstances suggestive of exposure to any infection or contagious disease, or any other reason that is likely to impair the safety or reasonable comfort of other persons onboard, via the health questionnaire or otherwise. We and any carrier reserve the right to require any passenger to produce medical evidence of fitness to travel in order to assess whether that passenger can be carried safely.

If it appears to us or the carrier, the Master or the Cruise Ship's doctor that you are unfit for travel (amongst other reasons we will deem that person unfit to travel if in the 48 hours or less before sailing they have suffered with any medical symptoms suggestive of a viral illness including but not limited to diarrhoea, vomiting, high temperature, persistent cough, loss of taste or smell or other flu-like or covid-19 symptoms), likely to endanger safety, likely to be refused permission to land at any port, or to render the Carrier liable for passenger maintenance, support or repatriation, then the Carrier or the Master shall have the right to take any of the following courses: (i) Refuse to embark you at any port; (ii) Disembark you at any port; (iii) Transfer you to another berth or cabin; (iv) (If the Cruise Ship doctor considers it advisable), to place or confine you in the Cruise Ship's Hospital or to transfer you to a health facility at any port, at your expense (v) to refuse to allow travel on any of our JMG coach transfers. (vi) to administer first aid or any drug, medicine or other substance.

Where you are refused embarkation as a result of safety and/or fitness to travel, neither we nor the carrier shall be liable for any loss or expense you experience as a result, nor shall you be entitled to any compensation from us or the carrier. Further, if you or any other passenger for whom you are responsible embarks contrary to this clause, you shall be responsible for any loss or expense incurred by us, the carrier or the Master in consequence of such.

Equipment and special care

The vessels have a limited number of cabins equipped for disabled persons. Not all shore excursions, ports, areas or equipment on the vessels are suitable for access to wheelchairs, disabled persons or persons with reduced mobility. You must check with us at the time of booking to enable us to assess your needs and to ensure that the circumstances do not pose a danger to other passengers. Our decision will be based on safety and will be binding. Passengers who need assistance and/or have special requests or need special facilities, care or equipment with regard to accommodation, seating or services required or their need to bring medical equipment must notify us at the time of booking. You must organise any personal care or supervision yourself at your own expense. The vessel is unable to provide respite services, one to one personal care, supervision or any other form of care for physical or psychiatric or other conditions. Where strictly necessary for the safety of the passenger we and or the carrier can require that a passenger is assisted by an accompanying person who is fit and able to provide the assistance required.

Those passengers confined to wheelchairs must furnish their own standard size wheelchairs and must be accompanied by a travelling companion who is fit and able to assist them. Any ship's wheelchairs are available for emergency use only. It is your responsibility to ensure that all medical equipment is in good working order and that you have enough equipment and supplies to last the entire voyage. The ship does not carry any replacements and access to shore side care and equipment may be difficult and expensive.

You must be able to operate all your equipment. Unless we or the Carrier agree otherwise and in writing you are limited to bringing 2 items of such mobility or medical equipment on board per cabin with a total value not exceeding \$2840. All equipment must be capable of being carried safely and must be declared before the cruise. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

Assistance Dogs

Please note that assistance dogs are subject to relevant legislation regarding travel. It is your responsibility to check that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call. Assistance dogs must have all necessary papers and comply with the relevant legislation regarding health, inoculations, training and travel.

Pregnant Women

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 28 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for safety reasons carry pregnant Passengers of 28 weeks or more by the end of the cruise. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that any pregnant passenger will be safe during the passage.

Medical Treatment

The Vessel carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the doctor shall be liable as a result of any inability to treat any medical condition.

In the event of illness or accident, passengers may have to be quarantined, landed a shore by the Carrier and/or Master for medical treatment. The Company makes no representations regarding the quality of medical treatment at any port of call or at the place at which the passenger is landed.

Medical facilities and standards vary from port to port and we make no representations or warranties in relation to such standards.

Special Requests

Neither we nor the Carrier is obliged to provide any assistance or meet special requests unless we have agreed as such in writing. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

6. Our Responsibility

Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of this clause 6.

A. Our responsibilities differ according to what you have booked:

In relation to bookings of Packages

We accept responsibility as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if we fail to arrange or perform your package arrangements in accordance with our agreement, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to clause B of this clause. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

Please note that it is a condition of our acceptance of the responsibility above that you inform us and the supplier(s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it. Please contact our Guest Services Manager on board via Reception.

In relation to all other bookings

We have a duty to select the suppliers of the services making up your booking with us using reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers using reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

B. Limitations of responsibility

In these terms and conditions, our responsibilities are limited, and duty to pay compensation is limited as follows:-

We will not be responsible, make a price reduction or pay you compensation for any lack of conformity injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- a. the act(s) and/or omission(s) of the person(s) affected;
- b. the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- c. Unavoidable and extraordinary circumstances as set out in clause 6.

We will not be responsible, make a price reduction or pay compensation:-

- a. for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- b. for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed,

we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-

- a. whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- b. the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.
- c. deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

(Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.)

Luggage or personal possessions and money

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

Claims covered by an International Convention

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which may include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions where applicable.

Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law.

The maximum amount we will have to pay you in respect of all such claims is three times (twice in the case of arrangements which aren't packages) the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

Assistance to those travelling on a package in the event of difficulty or unavoidable and extraordinary circumstances

Where you have booked a package, we will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances as set out in clause 7. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission. In the event such assistance is needed please contact our Guest Services Manager on board via Reception.

7. Unavoidable and extraordinary circumstances:

7.1 Except where otherwise expressly stated in these booking conditions we will not be liable or give you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, government restrictions on travel, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions, epidemics and pandemics (including but not limited to covid-19) and all similar events outside our or the supplier(s) concerned's control.

7.2 Some cruises or travel arrangements may be affected as a result of the United Kingdom leaving the European Union. This could include an unavailability of access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. This is something you should monitor, and which is outside our or the carrier's control, and as such we would treat any such changes as Unavoidable and Extraordinary Circumstances and have no liability to you.

8. Flights

We do not offer for sale flights as part of our cruises. It is your responsibility to book any relevant flights and to ensure that you make it to your port of embarkation on time. If the flight you have arranged is delayed or cancelled, we have no liability to you in these circumstances whatsoever and any claim you may have must be made directly to the airline.

9. Suppliers' Conditions

Many of the services which make up your holiday are provided by independent suppliers. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions and particularly the Terms and Conditions of Carriage at Sea of the carrier providing your Cruise are available on request from ourselves.

10. Passports, Visas, Health Formalities, FCDO Advice & Travel Documents

It is your responsibility to check and fulfil the passport, visa, health, FCDO advice, and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your Doctor as applicable. Requirements do change and you must check the up-to-date position in good time before departure. You must notify us regarding next of kin details and any other important information we request before you travel.

Subject to clause 7.2, a full 10-year Irish or British passport is required for all of our holidays. For travel to an EU country (except Ireland), or Switzerland, Norway, Iceland, Liechtenstein, Andorra, Monaco, San Marino or Vatican City, you must meet the Schengen area rules. Your passport must meet 2 requirements. It must be: 1. less than 10 years old on the day you enter (check the 'date of issue') 2. valid for at least 3 months after the day you plan to leave (check the 'expiry date'). For travel outside of the EU your passport should be valid for 6 months after the date of your return.

If you do not hold a valid 10-year Irish or British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. You must ensure you have the correct travel documents in your possession before departure, failing which you will be liable for any costs, which you or we may incur as a result. Please note that, very occasionally, a last-minute change may entail entering an additional country. Please note children must now have their own passport.

It is now a serving legal requirement, that all cruise operators must submit API (Advance Passenger Information) to the Home Office no later than 24 hours before departure. Therefore, all guests are required to submit their information to us via our website, by visiting our [My Ambassador Sailing](#) facility or via the Ambassador Cruise Line App. This can be done once within 90 days of sailing but must be completed no later than 24 hours prior to departure.

Any guest who does not provide us with their information within this set timeframe, will be charged £75 per person on arrival at embarkation. In addition to this, the guest will be unable to board and will be required to wait until we have submitted their information to the Home Office, and we have received authority for permission to travel.

The health formalities and any compulsory inoculations required for your cruise can be found via [this link](#) and this information maybe subsequently updated. It is your responsibility to ensure that you are fit to travel and to take all necessary medication etc. with you. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Any cancellation that arises due to visa/passport requirement will be subject to the cancellation charges detailed above.

11. Behaviour

All passengers must follow the vessel's instructions and procedures relating to all matters including health, safety, hygiene and security. If in our opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booked arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your cruise or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost services will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the applicable supplier prior to departure from the service in question. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

12. Prices

Our current prices are calculated on exchange rates known on the 28th May 2021 (Source: Barclays Bank Plc). We reserve the right to amend the price of unsold holiday arrangements at any time and correct errors in the prices of confirmed arrangements. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 8.

The price of your confirmed arrangements is subject to variations which occur solely as a direct consequence of 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 or fees on your confirmed arrangements 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; or
- c. the exchange rates relevant to the package.

Price variations will be calculated by applying the cost differential we experience as a result of the above factors. Prices may go up or down and we will notify you about any variation by sending you a calculation explaining the variation no less than 20 days you are due to depart.

If that means that you have to pay an increase of more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services), we will offer you the options in clause 4.

If prices go down as a result of the above factors, a reflective refund will be made, but we/the applicable supplier will also deduct our administrative expenses from what is owed to you and this may extinguish the

value of the refund due. Also, note that travel arrangements are not always purchased in local currency or at the time of travel and some apparent changes have no impact on price due to contractual protections in place.

We will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

13. Timings & Delays

Timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, and the ability of passengers to check in and board on time. Sometimes delays cannot be avoided but, in such situations, in conjunction with our local agents or representatives, we will try to ensure your comfort during the course of any delay.

14. Complaints

If there is a problem during your holiday, you must report it onboard immediately or to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. You may also contact our Guest Services Manager on board via the Reception. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return. Failure to take either or both of these steps will prejudice our ability to resolve your problem and / or investigate it fully. In consequence, any right to compensation you may have may be extinguished or reduced.

15. Financial Protection

JMG Travel is licensed & financially bonded by the Irish Aviation Commission, Tour Operators licence No. TO214

16. Ambassador Category Guarantee Bookings

Your cabin category type and position are not guaranteed and will be notified to you after your booking is made. Category guarantee bookings will normally cost less than the cheapest advertised confirmed category price. See our brochure/website for full details. Bookings can be made by telephone or online via our website. Please note that this booking facility can be withdrawn and reinstated at any point, as this offer is only intermittently available. Cabin numbers are automatically allocated prior to sailing and no cabin upgrades will be offered. The evening dinner sitting and table size will be assigned and confirmed once on board.

17. Manage my booking facility

Your booking details should be live within the 'Manage my booking' area on our website approximately 72 hours after making your booking with us. It may take slightly longer in some cases for your booking to appear. Access to this facility is explained in the information which is sent to you after your booking is made. You must log on to update your important information, such as special requests and medical details.

All guests are required to submit their API (Advance Passenger Information) to us via our website, by visiting our [My Ambassador Sailing](#) facility or via the Ambassador Cruise Line App. This can be done once within 90 days of sailing but must be completed no later than 24 hours prior to departure.

In addition to this, guests are able to book destination experiences, enter their guest information, advise us of their dining requests, view their embarkation time, complete the pre-travel health declaration, opt in/out for complimentary upgrades, choose their bed configuration, download their car parking permit/coach voucher and once within 72 hours of sailing, check in for their cruise, download luggage labels and also, download their boarding pass which must be presented at the terminal for embarkation.

18. Your Privacy

Information provided by you to us in connection with your holiday will be collected and held by us as a data controller in accordance with relevant Data Protection legislation and our privacy policy. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party members, their passport and insurance details, credit/debit card or other payment details and (with your specific consent), 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. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your cruise operator, airline, hotels, credit/debit company or bank). The information may also be provided to public authorities such as customs/immigration if required by them, or otherwise as required by law. If you fail to provide us with this information, we may not be able to plan or confirm your booking. We have appropriate security measures in place to protect the personal details you give us. You are entitled to ask us what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed; to delete, rectify or block the information we hold about you; to complete and restrict its use and to port it to another organisation. You have the right to object to the processing of your data in some circumstances and where we have asked for consent to process your data in ways additional to those listed above (for example, for marketing purposes), you may withdraw this consent.

Definition

‘Disabled Person’ or ‘Person with Reduced Mobility’ means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary), intellectual or psychosocial disability or impairment, or any other cause of disability or impairment or as a result of age, and whose situation needs appropriate attention and adaptation to his/her particular needs for the services made available to all passengers.

The following sections (except ‘delay’ and ‘complaints’ which apply to all passengers with confirmed bookings) apply to you if you are a Disabled Person or a Person with Reduced Mobility. Where the below information conflicts with our booking conditions, the information below shall take priority to the extent of any inconsistency.

Information

Ambassador Cruise Line's priority is always the comfort and safety of its passengers. We will give you information about whether the arrangements you have chosen are generally suitable for persons with reduced mobility and at the time of booking we will also ask you to provide as much detail as possible of the matters given below so that the company can consider its obligation to carry the passenger in a safe or operationally feasible manner, taking into account any issues relating to the design of the passenger ship or port infrastructure and equipment including port terminal which may make it impossible to carry out the embarkation, disembarkation or carriage of the passenger which may have an impact on the passengers safety and comfort.

The passenger is asked to provide full details at the time of booking if the passenger is unwell, infirm, disabled or has reduced mobility:

- a. If the passenger requires a special disabled cabin, since there are a limited number of these available and since Ambassador Cruise Line would like to, wherever possible, accommodate the passenger so that the passenger is comfortable and safe for the duration of the cruise;
- b. If the passenger has any special seating requirements;
- c. If the passenger needs to bring any medical equipment on board;
- d. If the passenger needs to bring a recognised assistance dog on board the vessel. Please note that assistance dogs are subject to national regulations.

In the event that Ambassador Cruise Line determines that it is able to provide access to a cruise following its assessment of the above, the passenger must arrive in sufficient time before departure to enable Ambassador Cruise Line to facilitate such access.

Accompanying Person

Where Ambassador Cruise Line considers strictly necessary for the safety and comfort of the passenger and in order for the passenger to fully enjoy the cruise, it may require the disabled person or persons with reduced mobility to be accompanied by another person who is capable of providing the assistance required by the disabled person or person with reduced mobility. This requirement will be based entirely on Ambassador Cruise Line assessing the need of the passenger on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary.

Medical Equipment

It is important that passengers contact the manufacturer or supplier to ensure that any medical equipment they are intending to bring on board is safe to use. It is the responsibility of the passengers to arrange delivery to the docks prior to departure of all medical equipment and to notify the company prior to booking if they need to have medical equipment on board so that the company can ensure that the medical equipment can be carried safely. It is the passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not carry any replacement and access to shoreside care and equipment may be difficult and expensive. Passengers must be able to operate all equipment.

Limitation

Subject to clauses 6 and of these booking conditions, the cost of loss or damage to mobility and other medical equipment caused by the fault or neglect of Ambassador Cruise Line, its sub-contractors or agents is subject to Ambassador Cruise Line's absolute discretion to either repair or replace the equipment. Except where Ambassador Cruise Line agrees otherwise and in writing at the time of booking, passengers are restricted to having on board the vessel two pieces of mobility or other medical equipment with a combined value not exceeding \$2840 per cabin.

Delay

Where Ambassador Cruise Line reasonably expects the departure of a cruise to be delayed for more than 30 minutes beyond its scheduled departure time, passengers will be informed of the delay and the estimated time for departure and arrival of the resumed service. Where the cruise is reasonably expected to be delayed more than 90 minutes beyond its scheduled departure time, passengers departing from the port terminal shall be offered free of charge snacks, meals or refreshments as are appropriate given the waiting time, provided they are available and can reasonably be supplied. If the delay in departure necessitates a stay of one or more nights or a stay additional to that intended by the passenger where and when physically possible Ambassador Cruise Line shall, subject to clauses 4 and 7 of these booking conditions, offer passengers departing from port terminals free of charge adequate accommodation on board or ashore, and transport to and from the port terminal and place of accommodation in addition to the snacks, meals and refreshments previously referred to. The maximum amount that Ambassador Cruise Line will pay for accommodation ashore and transport to and from the port terminal shall be equivalent to 80 Euros per person per night for a maximum of three nights. Ambassador Cruise Line will not have an obligation to provide such accommodation ashore where the delay is caused by weather conditions endangering the safe operation of the ship or where the cancellation or delay has been caused by you.

Complaints Procedure

Complaints relating to EU Regulation 1177/2010 concerning the rights of passengers when travelling by sea and inland waterways must be made to the company within two months from the date on which the service is performed. Within one month the company shall respond to the passenger that the passenger's complaint has been substantiated or rejected or is still being considered. However, the time taken to provide the final reply shall be no longer than two months from the receipt of the complaint. If your complaint remains unresolved it will be referred to another appropriate independent complaints handling body.

Company Name and Contact Details:

Ambassador Cruise Holidays Limited, trading as Ambassador Cruise Line, of Gateway House, Stonehouse Lane, Purfleet, Essex RM19 1NS, UK

+44 (0)808 102 8030 (freephone)

sales@ambassadorcruiseline.com

JMG Cruise, Magheroarty, Gortahork, Letterkenny, Co. Donegal, ROI

+35374 9135201

sales@jmgcruise.com

Guest Code of Conduct

Our Guest Code of Conduct provides standards of behaviour in order to help ensure an enjoyable, safe and secure stay on board our ships. The Code applies to every aspect of your stay on board, within the ship's terminal and at the port, while it is not intended to be all inclusive, it provides clarification and guidance on the standards of behaviour that are both a right and expectation of guests boarding any Ambassador Cruise Line vessel.

1. Do not use offensive or abusive language towards our officers, crew, staff or any other guest.
2. Keep noise to levels appropriate to the time and location.
3. Do not behave or engage in an inappropriate or abusive manner. This includes but is not limited to uninvited physical contact, harassment, theft, violence etc.
4. Do not behave in a discourteous or disruptive manner. Respect your fellow guests and treat each other courteously. Obey the ship's rules and follow the direction of crew members.
5. Do not participate in unsafe behaviour. This includes but is not limited to sitting, climbing on/over or standing on any interior or exterior barriers or railings. Guest entry into restricted or crew areas is not permitted.
6. Do not engage in inappropriate public behaviour.
7. Be responsible if/when drinking alcohol. Ambassador Cruise Line has a very strict RSA (Responsible Service of Alcohol) policy which is strictly enforced. Do not supply alcohol to a minor (even if they are in your family) or to a guest who is unduly intoxicated. This is illegal and against ship policy. The legal drinking age onboard is 18.

The consequences of failing to adhere to this policy may result in the Captain exercising his rights under the Passage Conditions including but not limited to, removal of certain onboard privileges including access to alcohol, confinement, disembarkation or other appropriate actions including reporting to appropriate government and law enforcement authorities. Any costs involved in repair, clean up or repatriation will be the responsibility of the guest.

The responsibility for safety and security lies with everyone. Any unsafe or potentially illegal behaviour or situations should be reported immediately to onboard security or ship's management.

JMG Cruise & Ambassador Cruise Line appreciates your full support of this policy and we hope you have an enjoyable stay with us.