

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF SHORE TOURS

These terms and conditions provide important information about booking and participating in any shore tour, excursion or other activity ("Shore Tour") offered by Wilhelmsen Port Services Portugal SA during the course of your holiday with Fred Olsen Cruise Lines Limited ("**Fred Olsen**").

INFORMATION ABOUT US AND THE SHORE TOUR

We are Wilhelmsen Port Services Portugal SA, a company registered in Portugal with registered office at Rua Fradesso da Silveira, 2 – 2 A, 1300-260 Lisboa, Portugal.

You can find everything you need to know about us and any Shore Tour offered via the "Manage My Cruises" section of the Fred Olsen website fredolsencruises.com before you book. All key information will be confirmed to you in writing after you book a Shore Tour either by email or in your online account.

OUR CONTRACT WITH YOU

A contract will be formed between us when we have received and accepted your booking.

When you book a Shore Tour you are agreeing to these terms and conditions in full so it is important that you have read and understand these terms and conditions before booking.

Sometimes we refuse to accept bookings

Sometimes we may refuse to accept bookings. When this happens, we will let you know as soon as possible and any sums you have paid will be refunded.

You are charged when you book a Shore Tour

However, in some instances you may be charged at specific intervals, which will be explained to you during the booking process.

We use your personal data as set out in our Privacy Notice. How we use any personal data you give us is set out in our Privacy Notice: [Privacy and cookie policy](#)

OUR RIGHTS TO MAKE CHANGES

Changes we may make. We may make changes to a Shore Tour and these terms:

- to reflect changes in relevant laws and regulatory requirements; and/or
- to make minor technical adjustments and improvements.

If this occurs after you have made a booking, we will notify you. You may then contact us to end the contract before the changes take effect and receive a refund for any bookings you've paid for in advance but not received.

We can withdraw services

We can stop providing a Shore Tour and will let you know at the earliest opportunity. We will refund any sums you've paid in advance for a Shore Tour which won't be provided.

PROVIDING THE SHORE TOUR

We're not responsible for delays outside our control. If the provision of a Shore Tour is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay. If the delay is likely to be substantial you can contact us via the Fred Olsen Destination Manager to end the contract and receive a refund for any booking already paid for in advance.

We cancel bookings if you don't give us information we need. We may need certain information from you so that we can supply the Shore Tour to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, your booking may be cancelled.

We can suspend the Shore Tour (and you have rights if we do). We do this to:

- deal with technical problems or make minor technical changes to the Shore Tour;
- update the Shore Tour to reflect changes in relevant laws and regulatory requirements; or
- make changes to the Shore Tour.

We let you know, may adjust the price and may allow you to terminate. We will contact you in advance to tell you we're suspending the Shore Tour, unless the problem is urgent or an emergency. If we suspend the Shore Tour, we adjust the price so you don't pay for it while its suspended. If we suspend, or tell you we're going to suspend the Shore Tour, you can contact us via the Fred Olsen Destination Manager to end the contract and we'll refund any sums you've paid in advance for a Shore Tour which won't be provided.

YOUR RIGHTS TO END THE CONTRACT

You can always end your contract with us. We tell you when and how you can end a contract with us during the booking process and we confirm this information to you in writing after we've accepted your booking. If you have any questions, please contact us via the Fred Olsen Destination Manager.

If you booked online, you have a legal right to change your mind. For a Shore Tour booked online, you have 72 hours before the start of a Shore Tour to change your mind and to receive a refund, but you lose the right to cancel any booking, when it's been completed.

If you change your mind contact us via the Fred Olsen Destination Manager. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund. You will not be entitled to a refund for bookings cancelled less than 72 hours before the start of a Shore Tour.

You have rights if there is something wrong with the Shore Tour. If you think there is something wrong with the Shore Tour, you must contact us via the Fred Olsen Destination Manager. Your legal rights are summarised below. These are subject to certain exceptions. Remember too that you have several options for resolving disputes with us.

Summary of your key legal rights

The Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may not be entitled to a full refund.

We can end our contract with you. We can end our contract with you and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, that we need to provide the service.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We don't compensate you for all losses caused by us or our services. We are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for losses you suffer caused by us breaking this contract if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your booking meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section **We're not responsible for delays outside our control.**
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions.
- **Business related.** We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Our total liability to you for any loss you suffer arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what you paid for the Shore Tour and all claims for loss of profit or indirect or consequential loss are wholly excluded.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees or for fraud or fraudulent misrepresentation.

RESOLVING DISPUTES

You have several options for resolving disputes with us

Our complaints policy. We will do their best to resolve any problems you have with us or the Shore Tour. If you encounter any issues, please notify us in writing within 14 days of the end of your booking and we will provide you with a response within 30 days.

Resolving disputes without going to court. If an agreement cannot be reached alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. We can claim against you in the courts of the country you live in.

OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

We can transfer our contract with you, so that a different organisation is responsible for providing a Shore Tour. We'll inform you when this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact us via the Fred Olsen Destination Manager to end the contract within 30 days of us telling you about it and we will refund you any payments you've made in advance for bookings not provided.

You can only transfer your contract with us to someone else if we agree to this. We may not agree if the transfer would cause significant operational disruptions or result in increased operational costs.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.