

CONDITIONS OF TRANSPORT FOR CABIN SHIPS

1. The legal relationship between the company and the passenger is subject to the Law of the Federal Republic of Germany. The liability of the company is in accordance with German legal regulations. A liability does not exist for the loss or damage to money, jewellery and other valuables, unless such objects of value are deposited against receipt of the hotel manager in the safe on board.
2. Insofar as the company offers land programs and other additional services in connection with the cruise, the company does not carry these out itself but only acts as an agent for other traffic companies and services, even if documents have been issued by the company. The company is only liable for the careful selection of these traffic companies and services.
3. Deviations from schedules resulting from high or low tides and other hindrances to transport, through operational disturbances or interruptions which are not the responsibility of the company, are no grounds for liability to pay compensation; insofar as no guarantee for the meeting of time limits for connections is made. If a journey is completely cancelled as a result of these reasons, the passage fee will be completely reimbursed. The same is valid when, through deviations to the schedule, the execution of the journey is not regarded as reasonable by the passenger and he (she) refrains from participating in the same. If considerable impairments occur during the journey arising from these grounds, the company and the passenger can terminate the journey. The passenger then receives, insofar as he (she) will not avail himself (herself) of the opportunity of participating in a substitute program offered by the company, the reimbursement of the corresponding proportion of the passenger fee for each complete day of the journey which is cancelled.
4. For all claims, which are not the subject of physical injury to passengers or damage to the luggage of a passenger, the following liability is valid: a) In the case of minor negligence, the company is only liable for up to the maximum of the threefold of the passage price; this liability is limited in all cases to typical foreseeable damages. b) Insofar as the damage arising for a passenger is solely due to the fault of a performance carrier responsible, the company is only liable up to a maximum of the threefold of the passage price. Such claims are to be raised against the company within one month after the completion of the passage. The passenger can only raise a claim after the expiration of this period when he (she) is not responsible for the hindrance in meeting the deadline. All these claims are subject to a limitation of 6 months. The limitation commences on the day on which the passage contract should terminate. If the passenger has raised such a claim, the limitation is retarded to the day on which the company repudiates the claim in writing.
5. Passengers should report damages, regardless of which form, from which a claim against the company and its personnel can arise, immediately after discovery, or at the latest on leaving the ship at the destination, to the hotel manager on board, in order that the necessary assessments can be immediately made, in the case this be should necessary.
6. Price changes
 - a) We reserve the right to increase prices by up to 5% of the total price up to 4 months after the contract has been signed if costs of transportation, costs of fuel or costs of certain services such as port/airport or immigration charges have unexpectedly increased, or if the applicable exchange rate for a particular cruise has undergone a significant change.
 - b) A price increase can only become effective until 21 days before the agreed departure date. The cruise operator will inform customers of any permitted price increases for essential services immediately after receiving information of such increases and the reasons for them.
 - c) If prices are increased by more than 5% of the total contractual price after the contract has been signed, the customer has the right to cancel the cruise free of charge or demand to participate in another cruise of equal value if the cruise operator is able to offer such a cruise without additional costs to the customer.
 - d) The customer has to assert his right according to 6c) immediately after receiving the cruise operator's declaration of a price increase.
7. Cancellation of contract by customer, change of booking, substitution:
 - a) You may cancel your booking any time before the departure date. Valid date for the cancellation is the date of notification of your booking office respectively our Sales Department.
 - b) For each case of cancellation or no-show on the date of departure, Viking, taking into consideration the common expenses saved and the possibility of otherwise utilising the travel services, is entitled to the following flat-rate cancellation fees in relation to the package price per person:
 - up to 30 days before departure 25 percent
 - 29 to 22 days before departure 40 percent
 - 21 to 15 days before departure 60 percent
 - 14 days until day of departure 80 percent

TOUR OPERATOR:

VIKING RIVER TOURS LTD.

Company representatives: Charles Duro, Catherine Lymberry
Clarendon 2, Church Street, Hamilton, HM11 Bermuda

SALES AGENT:

Viking Flusskreuzfahrten GmbH

Managing directors: Guido Laukamp, Klaus Zimmer

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