

Important Notice – Brand g Vacations Terms & Conditions – Scotland’s Royal Majesty Cruise and Exploration

Thank you for choosing Brand g for your vacation. To ensure that you understand the conditions of your vacation, please read the following policies and procedures completely. All policies and procedures are subject to change at any time at Brand g Vacations sole discretion without notice. Any and all information contained herein is in effect at the time of printing and is subject to change at any time.

Information contained herein does not form part of any offer or contract. The transportation of guests and baggage on Lord of the Highlands vessels is provided solely by The Magna Carta Steamship Company Ltd and is governed by the terms and conditions printed on the Passenger Ticket Contract provided below. The Passenger Ticket Contract will also be included with your travel documents and contains complete and important information regarding itineraries, The Magna Carta Steamship Company Ltd liability, health and immigration requirements, and other relevant terms and conditions. The terms and conditions of the Passenger Ticket Contract will apply to persons who have booked a cruise regardless of whether they have embarked the vessel. Please read your Passenger Ticket Contract carefully. To the extent that any of the information in sales brochures or at www.brandgvacations.com conflicts with the terms of the Passenger Ticket Contract, the terms and conditions contained in the Passenger Ticket Contract shall control.

Itinerary arrival and departure times are always subject to change without notice. Brand g Vacations reserves the right to cancel, alter, advance, postpone or substitute any scheduled sailing or itinerary, substitute another vessel for the scheduled ship, or substitute or cancel scheduled ports of call, which, in its sole judgment and discretion, is justified for any reason, and to do so without liability for any loss whatsoever to guests as a result of said change(s). Additionally, Brand g Vacations reserves the right to cancel reservations and bookings in the event of a full-ship charter, whether or not a deposit or full payment has been received, and in such event Brand g’s only liability will be to refund to the guest the amount it has received.

Brand g makes arrangements for transportation, only as a booking agent. In arranging for the transportation, Brand g does so with independent contractors. Brand g is not responsible for incidents such as airline cancellations, re-routings or any disruption of scheduled services or accommodation, or lost luggage.

All schedules, fares, and terms and conditions listed on Brand g Vacations’ website are effective as of December 2019 and supersede any schedules, prices, and terms and conditions previously published.

All fares including land and hotel are capacity controlled, subject to change at any time without notice and do not guarantee availability. All are subject to change and/or cancellation without notice.

Travel documents will not be dispatched until full and final payment and passenger Contact Information has been received by Brand g Vacations and cleared. For purposes of this Agreement, Contact Information shall mean a passenger’s full name, passport number, address, telephone number (land and mobile), electronic mail address and emergency contact information and any other information as requested. Brand g must be able to reach each passenger’s emergency contact at any time of day. Brand g must, therefore, be provided with all information to allow them to do so (such information should include the name, address, electronic mail address (if available) and phone number (including a cell

phone number if available) of a parent, guardian, spouse, domestic partner, or other person to contact in the event of an emergency. No passenger will be allowed to participate in this vacation unless all information has been received.

Tariff

2021 fares cover certain land and shipboard services including: hotel accommodations, ship suite accommodations, shore excursions, advertised meals on land, onboard meals and entertainment, complimentary beverages aboard ship (as advertised). All fares are quoted in US dollars, are per guest and based on double occupancy. Not included in your program tariff are: beverages other than those advertised, optional shore excursions, meals taken ashore during the cruise, fuel surcharges, laundry, purchases from the ship boutique or any item or service of a personal nature such as medical care, massages and spa treatments.

Travel Professionals

Travel agents are considered to be the agent of Passenger and not of Carrier. Carrier is not liable for any representation, act or omission of Passenger’s travel agent. Passenger’s cruise fare is not considered paid until Carrier receives full payment, and the amount thereof is subject to change at any time prior to Carrier’s receipt of payment. Passenger shall at all times remain liable to Carrier for the price of passage. Carrier reserves the right to refuse embarkation if all charges and surcharges have not been paid in advance of departure.

Deposit/Final Payment

To reserve your vacation, an \$850 per person deposit for the main program is required at the time of booking. Full payment is due no later than 90 days prior to departure. Guests will not be permitted to change travel agents once final payment has been received by Brand g Vacations. Final documentation will be issued after receipt of final payment and approximately 30 days prior to the trip start date. All reservations are subject to cancellation if payments are not received by the due date and are guaranteed only when paid in full 90 days prior to sailing. Reservations made within 90 days of sailing require full payment within seven days of booking or sooner, as specified by Brand g. Payments may be made by AMEX/ VISA®/ MasterCard® or DISCOVER®.

Cancellations/Refunds

Should you find it necessary to cancel your reservation or any component thereof, you or your travel professional are required to contact Brand g Vacations directly by telephone as well as submit your cancellation in writing. Refunds are subject to the schedule below regardless of suite/cabin resale and cancellation charges may not be converted to future cruise credits:

Cancellation Charges	
Days Before Departure	Per Person Charge
Greater than 90 days (through 7/06/21)	\$100
90 - 0 days (7/7/21 - 5/10/21)	100% of the total per person fare

Health and Medical Requirements

All guests are required to report in writing to Brand g Vacations at the time their reservation is made:

1. Any physical or mental condition that may require medical or professional treatment or attention during the voyage
2. Any condition that may render the guest unfit for travel, or that may require special care or assistance
3. Any condition that may pose a risk or danger to the guest or anyone else on board the ship
4. Any condition that may require oxygen for medical reasons
5. Any intention or need to use a wheelchair cart, other mobility device

By booking passage on this program and by boarding the ship, the guest represents and warrants that he/she is physically and otherwise fit to travel, and that the guest will comply at all times with applicable rules and regulations of the ship and orders and instructions of the ship's officers.

Brand g Vacations reserves the right without liability to require a guest to disembark and/or to refuse to board and transport a guest who, in the judgement of Brand g vacations, The Magna Carta Steamship Company Ltd or the ship's Captain, is unfit to travel or may require care beyond that which Brand g, or The Magna Carta Steamship Company Ltd is reasonably able to provide. Brand g vacations also reserves the right to terminate the guest's trip for behaviour that is a detriment to themselves, staff or other guests.

Brand g Vacations and The Magna Carta Steamship Company Ltd strongly recommend that guests are able to navigate the stairs on-board without assistance. Should guests require assistance, they must travel with someone who is able to assist them both ashore and at Onboard. Neither Brand g or The Magna Carta Steamship Company Ltd are able to offer special assistance. Please note that wheel-on and/or wheel-off access is not available at ports-of-call.

Baggage

You may bring aboard the ship a reasonable amount of clothing and personal effects without charge. Baggage must be handled in accordance with regulations of our ground operators and ship operators. Baggage exceeding these limitations is subject to the charges as set forth by the individual operators. Airlines are strict with baggage limitations. Guests are encouraged to contact individual airlines for weight limitations.

All baggage must be securely packed, and properly and clearly labelled. Liquid, fragile, perishable and other articles not suitably packed are transported at your own risk. Neither Brand g, nor Ganges Voyager is responsible for loss or damage to baggage or any other personal item during air travel or land extension programs.

Baggage and personal belongings will be taken off the ship upon guest disembarkation. Under no circumstances will baggage be stored onboard without the owner of such baggage being on the vessel. Ganges Voyager is not responsible for baggage stored in shore side facilities.

Under no circumstances may dangerous items (including but not limited to: explosives, firearms, combustible or illegal substances) be taken aboard the ship. We recommend that you hand-carry travel documents (passport, visa, cruise tickets), medications and valuables. These items are the full responsibility of the guest at all times. Neither Brand g Vacations, nor The Magna Carta Steamship Company Ltd shall be responsible for the loss of, or damage to, such personal items.

Lost Property

The Magna Carta Steamship Company Ltd may levy a charge for the return of personal items left on board or lost and subsequently found.

Travel Documents

All travel documents (air and cruise tickets, passport and medical insurance information) are the guest's responsibility. It is also the guest's responsibility to obtain any necessary visas and public health documents for all applicable ports and to comply with all customs requirements. Without the required documents, a guest may be denied boarding and accommodation by The Magna Carta Steamship Company Ltd or the guest may be disembarked during the voyage and Brand g Vacations will not make a refund or be otherwise liable to any guest for such denial of boarding or disembarkation.

In the event that Brand g and The Magna Carta Steamship Company Ltd as a courtesy provides information or advice as to necessary travel documents, visas and medical inoculations, guests are still obligated to verify such information with the appropriate government authorities and Brand g and The Magna Carta Steamship Company Ltd does not warrant or guarantee the accuracy of such information. Please check with the appropriate consulate for specific requirements. Security measures imposed by governments may change from time to time and each guest will be required to comply with them. As a courtesy, we will endeavor to provide each guest with notice of measures that may affect them, but complying with any such requirements is the sole responsibility of each guest. Please consult your travel professional for advice on such requirements to avoid loss of boarding privileges.

Taxes, Government Fees/Quasigovernment Fees and Fuel Supplements

Brand g Vacations reserves the right to pass through to its guests (including fully paid and deposited guests) any taxes and government fees/quasi-government fees that relate specifically to a guest's itinerary. "Taxes and Government fees/quasi-government fees" include any and all fees, charges, surcharges, tolls and taxes imposed by governmental or quasi-governmental authorities including, but not limited to, customs fees, per person berth taxes or fees, embarkation and/or disembarkation fees at ports, airline transportation fees, dockage fees, and wharfage fees.

Brand g reserves the right to charge a per person fuel supplement in the event that the price of increases up to and including the day of embarkation. Brand g may collect any taxes, government fees/ quasigovernment fees and fuel supplement (the "Surcharges") at the time of booking, prior to sailing or on board the vessel, even if the cruise fare has been paid in full. Surcharges will be invoiced accordingly.

All fares, and itineraries are subject to change without notice. Additional restrictions may apply. Brand g and The Magna Carta Steamship Company Ltd reserve the right to correct any errors or omissions.

This document may contain inadvertent technical or factual inaccuracies and typographical errors. Brand g Vacations reserves the right to correct errors and omissions at any time without prior notice, and to cancel any offered product, service, amenity, etc. in the event of any error or omission in the description, including pricing and availability.

Video / Photographic Release

You agree to participate in promotional, publicity, or merchandising pictures during this event. You hereby authorize the reproduction, sale, copyright, broadcast and /or distribution of said video, sound recording and pictures without limitations. You further agree and release Brand g, its parent, subsidiary

companies, their representatives and agents from any liability, loss, expense or claims arising from distribution, broadcast, sale or use of your likeness or voice. You certify that you are 21 years of age or over. You may opt out of any promotional videos and pictures; however, Brand g does not guarantee that you will not be included.

**The Magna Carta Steamship Company LTD - Passenger Ticket Contract The Lord of the Highlands
Terms & Conditions:**

CONDITIONS OF PASSAGE

These conditions of passage refer to voyages on board the 'MV Lord of the Glens' and 'MV Lord of the Highlands' which are owned and operated by Magna Carta Steamship Company Limited (MCSC).

The vessel operates subject to International and Domestic Maritime Regulations, Conditions and By-laws as appropriate to her class.

The Conditions of Passage may be changed by MCSC without notice. No employee or agent etc. is authorized to make such alterations or amendments to these conditions on MCSC's behalf.

The Company will always endeavor to provide that which has been described in the printed brochures, advertisements and web site. However, it should be noted and accepted that all passages on board the named vessel are subject to change, insofar that the intended navigation, being in both tidal and non-tidal waters, will necessarily mean that itineraries will not always operate in the same sequential order as published. Accordingly, the Master of the Vessel will always operate the vessel in accordance with the regulations, the restrictions of the tide and the weather, even if this requires the Master to shelter and adjust the navigation & itinerary.

In the event of outright cancellation of the cruise due to weather or technical reasons, MCSC will refund all monies paid promptly, and the amount of the refund is limited to the amount paid to MCSC.

MCSC is obliged by law to operate the vessel in accordance with International and Domestic legislation and as such reserves the right to prevent boarding of its vessel should such legislation not be observed.

Due to the nature of such voyages the policy of the Company discourages carriage of passengers younger than 11 years of age at the date of sailing.

There is a strict no smoking policy both on the external and internal sections of the vessel (except in the designated external areas).

When cruises include independent sightseeing stops, passengers are responsible for ensuring that they return to the vessel at the designated time - no refunds will be given if so not observed.

Help in Distress. The MCSC reserves the right to help persons in distress, without prior consultation, and the passenger(s) have no rights to any claim for compensation in respect of any change to the itinerary.

MCSC endeavors to provide excellent service throughout. Should you in the unlikely event feel the need to complain please do so directly to the Hotel/Cruise Director - and if still not satisfied please write to the company.

The Company recommends that passengers take out applicable travel and cancellation insurance for all contingencies.

For passenger security all passenger receipts are placed in a Trust Fund until the completion of each sailing, which is operated by the Travel Trust Association - membership U3434.

Animals are not allowed on board, and luggage should not contain any forbidden objects such as weapons, drugs, highly inflammable objects etc.

It is a condition of passage that the vessel complies with local licensing and food safety laws, and in this respect food or beverages (whether alcoholic or not) are forbidden to be brought on board.

These Conditions of Passage are governed by the Law of England and Wales International/Domestic Maritime Conventions.