

Important Notice – Brand g Vacations Terms & Conditions – 2023 Scotland’s Royal Majesty Cruise and Exploration - Lord Of The Highlands

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 Hebridean Island Cruises 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, Hebridean Island Cruises 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 July 2022 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

2023 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 \$1000 per person deposit for the main program is required at the time of booking. A final payment of the remaining balance is due 120 days prior to travel. 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 120 days prior to sailing. Reservations made within 120 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 300 days (until 08/06/2022)	\$100
300 – 181 days (08/07 - 12/04/2022)	\$500.00
180 - 120 days (12/05 – 02/02/2023)	\$1,000.00
120 - 0 days (02/03 - 06/03/2023)	100% of the total per person charges

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, Hebridean Island Cruises Ltd or the ship's Captain, is unfit to travel or may require care beyond that which Brand g, or Hebridean Island Cruises Ltd is reasonably able to provide. Brand g Vacations also reserves the right to terminate the guest's trip for behavior that is a detriment to themselves, staff or other guests.

Brand g Vacations and Hebridean Island Cruises 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 nor Hebridean Island Cruises 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 Lord of the Glens 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. Hebridean Island Cruises Ltd 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 Hebridean Island Cruises Ltd shall be responsible for the loss of, or damage to, such personal items.

Lost Property

Hebridean Island Cruises 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 Hebridean Island Cruises 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 Hebridean Island Cruises 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 Hebridean Island Cruises 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 Hebridean Island Cruises 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.

Hebridean Island Cruises Ltd - Passenger Ticket Contract The Lord of the Glens Terms & Conditions:

CONDITIONS OF PASSAGE

The conditions of passage is between HEBRIDEAN ISLAND CRUISES LIMITED ('The Company', 'we', 'us') and each person booking with the Company (including the parents or guardian of any person under 18 years of age) ('the Passengers', 'you', 'your). Please note that information contained in the section headed "General Information" in our brochure or in these or any other comparable sections, and any other relevant information on our website also forms part of your contract with the Company.

It is expressly agreed that all Passengers and their luggage are carried subject to the Conditions of Carriage of the airlines and shipping company used, some of which limit or exclude liability. Copies of these conditions are available on request. Any compensation payable for non-performance or improper performance of land, sea and air carriage services shall be limited in accordance with the international conventions which govern such services.

All employees, agents, contractors, sub-contractors, suppliers and insurers of the Company shall be bound by these Booking Terms and Conditions.

The contract and all other proceedings arising out of or in connection with it shall be governed by English law and the jurisdiction of the English courts. Passengers may, however, choose the law and jurisdiction of Scotland or Northern Ireland if they so wish. If and in so far as a claim against the Company is governed by the Athens Convention, it may be brought in any Court specified in Article 17 of the Convention.

SHORE EXCURSIONS

Unless stated otherwise all excursions are part of the Passengers' package holiday. The Company will at all times endeavor to appoint reputable and competent operators to supply excursions.

Passengers should be aware that they may also be subject to terms and conditions imposed by local excursion operators as well as these terms and conditions.

In the event of an excursion being cancelled, the Company will take all reasonable steps to ensure that Passengers are offered a choice of an alternative excursion.

If you request an exceptional or bespoke excursion to be arranged during your holiday that is not part of your original booking, this will not be part of your package holiday. Any exceptional or bespoke excursions booked will be subject to a separate contract with the relevant supplier providing that particular excursion or services. In this case the supplier's terms and conditions will apply and they will be responsible for the provision of the excursion. We will let you know if this is the case.

CHANGES BY THE COMPANY

It is a term of your booking that the Company is able to make changes to any aspect of your booking. If the change is insignificant, the Company will ensure that you are notified about it.

If the majority of ports that the Company aims to visit during any one cruise have to be changed on Foreign Office advice before the cruise commences, the Company undertakes to offer Passengers an alternative cruise or refund of the cost of their cruise in full less any administration charges paid.

The Company and the Master of the ship are unable to guarantee that the ship will call at every advertised port or follow every part of the advertised route. They will at all times endeavor to maintain the advertised program but reserve the right at their sole discretion to make any alternations they deem necessary.

The Company reserves the right at its sole and absolute discretion to use a substitute ship of similar standard to the original ship should it prove necessary to do so.

In addition to the rights of the Company, Aircraft and Ship's Captains always have the right at their absolute discretion to vary any planned routing without prior notice or consultation if they deem it necessary to do so in the interests of safety.

If for any reason details of a holiday have to be altered before departure the Company will notify the Brand g Vacations as soon as possible.

The Company will not be held responsible for, nor have liability in respect of, delays caused by third parties during passage through sea areas controlled by vessel traffic schemes, canals, rivers or any other navigable waterways.

CANCELLATION BY THE COMPANY

The Company reserves the right at its sole and absolute discretion at any time to cancel, postpone or alter without prior notice or consultation any cruise in whole or in part. The Company will not cancel less than 17 weeks before your departure date, except for unavoidable and extraordinary circumstances, or

MEDICAL, IMPAIRED MOBILITY AND OTHER CONDUCT

Passengers with disabilities or impaired mobility are required to advise the Company of full details of the extent of their disabilities and/or impaired mobility before booking (including requirements relating to accommodation, seating, required services and/or the need to bring medical equipment) so that the Company may advise Passengers on the suitability of any particular holiday. If the Company does not deem the holiday suitable to the Passenger's needs the Company shall, where possible, offer an acceptable alternative. Acting reasonably, if the Company is unable to properly accommodate your needs, it will not confirm your booking and/or if you did not give us full details at the time of booking, the Company will treat it as cancelled by you when the Company becomes aware of these details. We reserve the right to refuse embarkation in the event that we reasonably believe that an individual is not medically fit to travel or on the grounds of safety.

The Company reserves the right at any time to require any Passenger to produce medical evidence of fitness to travel including the submission of any required medical certificates.

Any Passenger boarding a ship at initial embarkation who has not filled in the required pre-boarding health declaration must inform the Company of any sickness and/or diarrhea experienced less than 48 hours prior to embarkation. In the interest of Passenger's safety, the Company reserves the right at its discretion, to refuse boarding. In such circumstances the Company shall not be liable to pay any compensation, nor shall Passengers have any further claim against the Company.

Passengers affected by a disability or medical condition must be self-sufficient or travel with a companion (at the Passenger's or companion's own cost) who can provide the necessary assistance at all times. At the point of embarkation, the Company reserves the right to refuse passage to any Passenger who had failed to notify the Company at the time of booking of any disabilities or the need for assistance and at least 48 hours before arrival or who, in the opinion of the Company is unfit to travel or who may constitute a danger to themselves or others whilst on board. Under those circumstances where no notice has been given Passengers will receive no refund of the cost of any part of the unused cruise package.

The Company will endeavor to carry Passengers of limited mobility if it has been notified of such limitations at the time of booking (and has been informed of any deterioration in condition or new conditions between booking and travelling) and the Company has agreed that the holiday is suitable taking into account all of the Passenger's medical needs.

Whilst the Company makes every effort to accommodate all Passengers' needs, Passengers using wheelchairs may have restricted access in certain areas of the ship due to a lack of lifts and may be unable to go ashore in certain ports, particularly those that require the use of tenders. Specific information can be provided prior to booking for particular holidays and ports.

The Company does not accept any responsibility for Passengers unable to travel, or who incur any other loss because they fail to comply with any health formalities. The Company takes no responsibility for Passengers denied embarkation and/ or disembarkation on medical grounds. Cancellation of any part of the holiday that arises due to health requirements will be subject to cancellation charges as set out in section 7.

Any cost or expense reasonably incurred by the Company for or on behalf of the Passenger in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by the Passenger to the Company irrespective of whether the sum is covered by the Passenger's travel insurance arrangements.

Unless approved by the Company in writing prior to departure, Passengers may not bring on board any controlled substances.

Passengers may not bring on board any prohibited substances, any animals or any goods of a flammable or dangerous nature. Doing so will render the passenger strictly liable to the Company for any injury, loss, damage or expense suffered by the Company as a result. The Passenger will also be personally liable for any statutory penalties.

Passengers are required at all times to follow the instructions of employees and crew regarding the use of ship's equipment (including hand sanitizers) and general behavior whilst on board and the Company will not be responsible for any consequential injury, illness, financial or other loss incurred by Passengers if they fail to comply with the instructions they are given.

The Master (or any employee or member of the crew authorized by the Master) will be entitled to search the cabin and/or personal luggage of any Passenger suspected of being in breach of these clauses. In addition, any employee or crew member will be entitled to enter a Passenger's cabin in order to carry out an inspection, or to undertake cleaning, maintenance or repair work.

The Company has the right to refuse or revoke passage to anyone who, in its judgment, is in a physical or mental condition unfit for travel, or who may require care beyond that which the vessel can provide and under such circumstances the Company will offer the Passenger no refund of any part of the cost of their unused cruise package.

If it appears that a Passenger's conduct, behavior or health has or is likely to endanger the Passenger's own health or the health, safety or enjoyment of any other Passenger or crew or employee, or makes the Company liable for any significant unforeseen costs including medical treatment or repatriation, the Company and/or the Master reserve the right to take appropriate action and make appropriate charges. Actions may include disembarkation, confinement to a particular cabin or confinement to a hospital or similar institution at any port. If, under the terms of this clause, the Passenger's cruise is terminated the Company will offer the Passenger no refund for any unused part of their cruise package nor will the Company be liable for the cost of repatriating the Passenger.

The Company may invite various affinity groups of people with shared interests who choose to travel together onto a cruise. The Company does not envisage that this will materially affect the normal day to day operation of the ship but Passengers must accept that there may be occasions when certain facilities are unavailable whilst these groups are on board.

Should any Passenger have the misfortune to suffer illness, injury or death during the period of the cruise arising out of an activity that does not form part of the arrangement made by the Company, the Company will, where appropriate, provide any assistance it can to the affected Passenger, such assistance being limited to a maximum cost incurred by the Company of £5,000 per cabin.

COMPLAINTS

Any Passenger who encounters a problem during a cruise must immediately report it to the Chief Purser or a senior member of the crew on the ship and ensure that the issue is recorded in the ship's log together with any action taken to resolve it. If the matter cannot be resolved during the cruise, and the Passenger wishes to pursue a complaint, the Passenger must write to the Company's Customer Services Department at Kintail House, Carleton New Road, Skipton, North Yorkshire, BD23 2DE, within 28 days of final disembarkation.

As a Member of ABTA, membership number Y6406, the Company maintains a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not be determining how your complaint should be resolved.

CONDITIONS OF CARRIAGE BY SEA

Travel on board the ship is subject to the shipping company's Conditions of Carriage some of which limit or exclude liability in accordance with international conventions. Copies of these conditions will be sent to Passengers with their travel documentation, but they can be provided in advance upon request. They are also available on board the ship.

If for any reason despite the above paragraph the Company would be otherwise liable in connection with carriage by sea the provisions of the Athens Convention relating to the carriage of Passengers and their luggage by sea 1974 ("the

Athens Convention”) and any modification thereof which may be in force at the time, may be applicable to the contract. The Company draws each Passenger’s attention to the fact that the Athens Convention in most cases limits the carrier’s liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. The Athens Convention presumes that luggage has been delivered undamaged unless written notice is given to the carrier before or at the time of disembarkation or re-delivery or from the time when such re-delivery should have taken place. If and in so far as the Athens Convention is applicable to the contract, the Company shall be entitled to the benefit of all limitations, rights and immunities conferred by the Athens Convention. Any damages payable by the Company up to the Athens Convention Limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in Article 8 (4) of the Athens Convention.

Where a cruise is performed on a ship not owned by the Company, Passengers agree that the Company shall at all times nevertheless be deemed a ship owner for the purposes of any relevant laws in force in any relevant jurisdiction and therefore be entitled to any limit to its liability.

THE COMPANY’S LIABILITY TO YOU

The Company’s liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. The Company’s liability will also be limited in accordance with and/or in an identical manner to

a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and

b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. The Company is to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from www.citizensadvice.org.uk. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicized at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from the Company. Your right to a refund and/or compensation from the Company is set out in these booking conditions. If any payments to you are due from the Company, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, the Company will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit doesn’t apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified the Company of these needs at least 48 hours before the start of your holiday.

This entire section does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

GUIDES AND GUEST SPEAKERS

Independent contractors retained by the Company, including but not limited to lecturers, guides, guest personalities, cruise hosts and entertainers are subject to change and/or cancellation without notice. The Company also retains the right to change any member of ship’s crew previously advertised or disclosed (e.g. the ship’s Master) without notice.