Uniworld Terms and Conditions: Invoice – U.S. Version

We at Uniworld want to do everything we can to make sure your trip is enjoyable and worry-free. As part of that commitment, we are including the following information about your trip. Please read these pages carefully, as payment of a deposit represents an acceptance of the Uniworld Terms and Conditions. Please note that this is an abbreviated copy of our Terms and Conditions. For full details, please see our brochure or visit our website at http://www.uniworld.com/Index/Terms-Condition.

## **Your Trip**

#### **Prices**

Prices are per person based on two people sharing a stateroom or hotel room and are in U.S. Dollars. Cruise prices are based on costs, charges, tariffs, rates, taxes, levies, and exchange rates as of February 15, 2011 (for 2012 departures) & June 1, 2010 (for 2011 departures). Should the total cruise price increase by more than 10%, passengers will have the right to cancel their cruise within seven (7) days of notification of the surcharge without penalty. No surcharges in respect of cost currency fluctuations will be made once payment for the deposit of your cruise is received, this does not apply to fuel surcharges and any taxes, charges or levies imposed by any government or their agencies, A limited number of singles are available for an additional supplement.

## **Reservations and Payments**

A deposit of at least \$200 per person is required at time of reservation. Payment in full for the airfare booked in conjunction with a Uniworld Cruise or Cruise-Tour is required at time of booking. Upon receipt of full air payment your airfare, taxes and fuel surcharges are final. This will be regardless of any future price fluctuations. Final payment is due at least ninety (90) days prior to departure. Reservations will be canceled if final payment is not received in a timely manner.

#### **Items Not Included in Published Price**

These include, but are not limited to, airfares to and from your destination except where specified; airport/departure taxes; cost of passport and visas; taxes; excess baggage charges; laundry; phone calls; all items of a personal nature; items not included on regular menus; expenses for additional sightseeing not specified in the itinerary; wine or liquor unless indicated; meals not detailed in the itinerary; gratuities; and health, accident, baggage, or travel protection plans.

# **Cancellation Policy**

We hope nothing will come between you and your Uniworld vacation. Should you need to cancel your booking or any portion of it, your cancellation must be received in writing; it will be effective on the date of receipt. Cancellation charges, per person and based upon the date of cancellation, are as follows.

# Cancellation Notice Received Before Tour Start Date • 90 days or more Cancellation Charges Per Person \$200 nonrefundable deposit

89 – 60 days
 59 – 30 days
 Less than 30 days
 No Show
 35% of the fare\*\*
 100% of the fare\*\*
 100% of the fare\*\*

These cancelation fees are in addition to any cancelation fees that might be levied by your travel agent. There is no refund for unused services or for unused portions of the trip. For true worry-free travel please visit the Travel Protection section of our website at <a href="http://www.uniworld.com">http://www.uniworld.com</a>. The Travel Protection Plan premium is nonrefundable once paid to Uniworld.

#### **Revision Fees**

A fee of \$30 per person, per transaction, will be charged for any passenger name change, cruise date change or itinerary change made to a reservation, after the booking is confirmed. A passenger name change, cruise date change or itinerary change within 90 days of departure will be treated as a cancellation subject to our cancelation policy and a new reservation must be made. Cancellation fees (as shown above) will apply. Any revision to a booking may result in the loss of a confirmed airline reservation or increased airfare which will be payable by the passenger.

## **Gratuities**

It is our goal to ensure that the service you receive is as wonderful as the sights you see. While they are customary, gratuities including the customary end-of-trip gratuity for the tour manager, cruise manager and crew are not included in the price of your trip. The amount of the gratuity is entirely subject to your satisfaction with your travel experience.

#### **Documents**

Uniworld will send you a document packet 21 to 30 days before departure provided that Uniworld receives your completed Passenger Information Form and your booking is paid in full. Please be advised there will be \$10 shipping/handling fee per booking added to your invoice for documents shipped via standard delivery service. For expedited two-day delivery service, a \$20 shipping and handling fee per booking will apply.

<sup>\*\*</sup>Fare is defined as the cost of any cruise, land or air element purchased from Uniworld River Cruises. Port charges and the documentation fee are fully refundable if they have been paid prior to cancelling your trip.

#### Passport/Visa

A Valid passport is required to travel on all Uniworld Programs. Passports must be valid for at least six months after the scheduled return date of the trip. You should check with your travel agent or the U.S. Consulate Service for information regarding necessary documentation. For U.S. Citizens, a visa is required for travel to Egypt, Russia, Turkey, China, Vietnam and Cambodia. Non-U.S. citizens must contact the appropriate consular office for entry requirements pertaining to tour trip. Any visa(s) or other documentation required for a particular itinerary is the sole responsibility of the guest. As a courtesy, our website, <a href="http://www.uniworld.com">http://www.uniworld.com</a>, in the "Before you Go" section, offers a lint to a visa service company where you can obtain additional information, Obtaining and carrying these documents is your sole responsibility. Uniworld will not be responsible for advising and/or obtaining required travel documentation for any passenger or for any delays, damages and/or losses, including missed portions of your trip, related to improper travel documentation.

Due to government imposed security/Immigration measures, passport information and emergency contact information are required for all passengers prior to release of documentation.

## **Your Flight**

#### **Airfare**

Uniworld wants to help make your entire vacation smooth sailing, so we offer great values on airfares from most major cities in the U.S. Please contact your Travel Professional or Uniworld for the most upto-date prices, as airfares are subject to availability. We encourage you to book early. Payment in full for the airfare booked in conjunction with a Uniworld Cruise or Cruise-Tour is required at the time air is booked. Upon receipt of full payment for the air, your airfare, taxes and fuel surcharges are final. We may issue your air ticket at any time after you book and pay for your flights in full.

## **Air Travel Change Fees**

If you, as the passenger, change your air itinerary before your ticket is issued, you will be charged a \$30 per person change fee (see Revision Fees section). This charge will apply each time you make a change. If you change or cancel your air travel plans after your ticket is issued by Uniworld, you will be charged a \$75 per person per change fee, and you will be responsible for any penalties levied by the airline, which may be up to 100% of the air ticket value.

#### **Airline Cancellation**

If you, as the passenger, choose to cancel your air arrangements eight-nine (89) days or less before departure, then please refer to the Cancelation Policy section for the applicable cancellation policy and penalties that will be applied.

#### Air Bookings, Restrictions

TSA regulations require us to collect the full first, middle and last name as it appears on your passport or government-issued ID as well as date of birth. This information is required before we can book your air. Uniworld is not responsible for denied boarding or reissue costs due to an incorrect name supplied to Uniworld. Flight itineraries provided prior to ticketing are subject to change without notice. Your flight schedule may require connections, overnight travel and/or forced overnights en route to or from your final destination, which may be at your expense. Uniworld is not responsible for any inconvenience or any costs or fees incurred by delays, lost luggage, or disruption of air service. Air transportation is subject to the terms and conditions of the airline's ticket contract. Since Uniworld is not responsible for notifying you of flight schedule changes before or after the air tickets are issued, we recommend you contact the airline within 72 hours of departure to reconfirm your flights.

#### **Uniworld Custom Air Service**

To give you even more options and greater flexibility, Uniworld offers customized air reservations. This service is available for a fee of \$25 per person, plus any applicable increased air costs. (Requests must be received in writing, after the reservation is under deposit.) Once you have made your deposit, you may make your custom air request by submitting the Custom Vacation Planning Form on our website at www.uniworld.com. The service fee is non-refundable upon confirmation of the request.

## **Seat Assignments and Special Services**

Requests for seat assignments, special meals and special services must be made directly to the airline. Some airfares used by Uniworld are not eligible for frequent flier miles.

### **Baggage Fees, Baggage and Personal Belongings**

Uniworld allows one (1) suitcase, one (1) carry-on bag, and one (1) personal bag (purse, computer case, etc.) per person onboard our ships and motor coaches. Airlines may have additional baggage restrictions and may impose additional fees for checked baggage and/or excess baggage (visit <a href="www.uniworld.com/baggage">www.uniworld.com/baggage</a>). Additional taxes and surcharges may be collected by foreign government and non-government entities. Keep an eye on your baggage-it is your responsibility throughout the trip. Uniworld is not responsible for loss, theft, or damage to baggage and/or personal belongings. A protection plan covering lost, stolen or damaged baggage is available through the Uniworld Travel Protection Plan.

### **Airport/Ship Transfers:**

If you purchase a Uniworld Air-Inclusive Vacation, you enjoy the special included convenience of scheduled group transfers between the airport and the ship/hotel on the day of arrival, and between the ship/hotel and the airport on the day of departure. There may be a waiting period between transfers of 2 hours or more unless private car transfers have been purchased. Private car transfers are only available on the cruise/tour start/end dates.

## **Making Your Own Flight Arrangements**

Should you elect to make your own flight arrangements, Uniworld will provide complimentary scheduled group transfers to/from the ship/hotel as long as your flights arrive/depart in the cruise/tour starting/ending cities in accordance with the dates shown in this brochure and your flight arrangements comply with the Transfer Guidelines as shown below. If your flight arrangements arrive/depart outside of these parameters, you must make your own transfer arrangements. Uniworld will not be responsible for late arrivals or missed transfers due to delayed or cancelled flights, for missed cruise/trip days, or for extra costs resulting from the foregoing. To qualify for transfers, it is required that flight information and pre-trip arrangements for all passengers making their own flight arrangements be given to Uniworld no later than forty-five (45) days prior to departure and conform to the following Transfer Guidelines:

# **2012 Transfer Guidelines**

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Flights must arrive/depart within the following time limits:

	<u>Arrival</u>	Departure			
Europe*	5am – 5pm	6am – 6pm			
Russia**	6am – 8pm	5am – 6pm			
Turkey***	24 hours	24 hours			
Egypt	24 hours	24 hours			
China	24 hours	24 hours			
Hong Kong	7 am – 11 pm	8:30 am – 11:55 pm			
Vietnam	24 hours	24 hours			
Extensions	24 hours	24 hours			
Extra Nights	24 hours	24 hours			

<sup>\*</sup>For European Jewels (Amsterdam to Budapest), Paris & Normandy (Paris to Paris), Grand European Discovery (Basel to Vienna), and Rhine Discovery (Basel to Nuremberg) the arrival guidelines are

Transfers in Paris are provided from/to CDG only.

## **Additional Considerations**

 $<sup>5 \</sup>text{ am} - 2:30 \text{ pm}.$ 

<sup>\*\*</sup> For Castles along the Rhine (Amsterdam to Basel) the arrival guidelines are 5 am - 1:30 pm.

<sup>\*\*\*</sup> In Moscow, transfers can be provided from either SVO or DME.

<sup>\*\*\*\*</sup> In Turkey, transfers only provided to/from Istanbul (IST).

#### **Travel Protection**

Uniworld makes every effort to ensure that your trip is safe and enjoyable. However, situations beyond our control may occur. Also, keep in mind that your health plan coverage for a stay outside the US may be limited. We recommend you obtain a travel protection plan. To help provide you with peace of mind, Uniworld offers a comprehensive travel protection plan.

# **Itinerary Changes**

You can count on the value of Uniworld's experience and regional knowledge to make sure you enjoy your cruise/tour even when conditions beyond our control occur. The very nature of a river, its sources, and networks of bridges and locks, means that there will be times when weather or other conditions in a region require Uniworld to make adjustments and/or modifications to an itinerary. Although every effort will be made to keep itineraries, vessels, and hotels as they are shown in the brochure, Uniworld reserves the right to substitute itineraries, hotels or vessels. In such cases, we will do everything we can to make sure the locations visited, the excursions taken and the hotels or vessels offered are similar to the ones originally planned. Any changes to itineraries will not result in eligibility for a refund. Itineraries are subject to change without notice and may need to be altered specifically because of water levels, wind factors, or other conditions.

## **Extensions/Land Tours**

Uniworld reserves the right to reschedule and/or cancel land extensions or land tours if the minimum number of participants (20 people) is not met or for safety reasons. If you, as the Passenger, choose to cancel your pre- or post-cruise extension eighty-nine (89) days or less before departure, then please refer to the Cancellation Policy section for the applicable cancellation policy and penalties that will be applied.

## Advanced, Canceled, or Delayed Sailing

Uniworld reserves the right to cancel, advance or postpone any scheduled sailing date and may, but is not obligated to, substitute hotels or vessels. Uniworld shall not be liable for any loss to you by reason of any such cancellation, advancement or postponement. In the event of cancellation by Uniworld, your sole right of recourse shall be to obtain a refund of monies paid to Uniworld in connection with such cruise/tour.

# **Health and Mobility**

The Company strives to provide a safe, enjoyable, and memorable travel experience for all passengers. The Company welcomes passengers with special needs or disabilities. However, please note the following:

- Passengers are required to advise the Company, in advance, of any physical, medical, or other special needs that require accommodation.
- All guests must ensure they are medically and physically fit for travel. The Company may impose safety requirements necessary for the safe operation of the tour. The Company may also exclude an individual from participating in a tour or an activity if that individual's participation poses a direct threat to health or safety.

 The Company does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as pushing a wheelchair or assistance in eating, toileting or dressing). A companion capable of providing such assistance must accompany any passenger who requires services of a personal nature. The Company does not employ medical personnel. Any necessary medical attention will be provided by a local facility at the passenger's expense. The Company is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on tour, or for the quality of the care or services received. Passengers should be aware some tours include rough terrain, extensive walking over cobblestone streets, uneven pavement, steps and locations which may not be easily accessible or accessible by wheelchair. During the tour, the Company may make arrangements with carriers, hotels and other independent suppliers to provide travel services. These parties are independent entities over which the Company has no control. Accommodations on international tours may differ from those in the United States. The Company cannot guarantee disability access or accommodations for passengers traveling on international tours. The Company may, in its sole discretion, decline the booking of any passenger or remove any passenger who cannot comply or refuses to comply with the Company's terms and conditions. The Company is not responsible for any costs incurred in the event a passenger is removed from a tour. Passengers agree not to hold the Company or any of its related entities liable for any actions taken under these terms and conditions.

#### **Young Travelers**

Guests who are less than 18 years of age must be accompanied by an adult who is 21 years of age or older. While we will accept children 4 years of age and older as Guests, it is our long term experience that most children do not enjoy or appreciate the river cruise experience. There are no special arrangements, activities, medical facilities, or accommodations (unless noted) for children on Uniworld cruise/tour programs. Adults accompanying children are responsible for their behavior onboard and ashore.

## **Smoking Policy**

For the comfort of all our Guests, smoking is only permitted on the sun decks of our ships. Smoking is not permitted on motor-coaches.

#### **Diets**

Please advise the Uniworld reservation agent of specific dietary considerations and we will do our best to accommodate your request. Pets: Pets are not permitted on Uniworld trips.

#### **California Seller of Travel Law**

Uniworld River Cruises, Inc. is a registered seller of travel in the State of California, CST #2075415-20, and is a participant in the Travel Consumer Restitution Fund. Registration as a seller of travel does not constitute an approval by the State of California. A complete explanation of your rights under the California Seller of Travel Law can be found at uniworld.com.

#### **Omissions**

Uniworld is not responsible for omissions, printing and/or presentation errors in brochures, on Internet sites, or in any other media where such information may be presented; we reserve the right to make corrections as required.

#### Agreement

The payment of a deposit and/or the issuance of tickets or vouchers shall be deemed your consent to the terms and conditions as presented herein. It is specifically agreed that this agreement is entered into in Los Angeles County, California, and in the event any legal or equitable action is initiated concerning the interpretation, enforcement, or breach of any term, obligation, or duty as contained or related to these Terms and Conditions, the exclusive venue for such action shall be solely in the Superior Court of California, Los Angeles County, Van Nuys District. This agreement shall be construed in accordance with California law without regard to conflicts of law principles.

# **Time of Printing**

The Terms and Conditions listed are those in effect at the time of printing and remain in effect until replaced. These Terms and Conditions replace all previous versions.