

BOOKING CONDITIONS

Please carefully read the following conditions. They will form part of your agreement with Eclipse of the Century (the trading name of Japan Journeys Limited (of Cameo House, 11 Bear Street, London WC2H 4AS, a company registered in England (hereafter 'Eclipse of the Century' or 'us')). A booking may only be made by a person aged 18 or over. All Passengers who, at the time of departure, will be under 18 years of age must be accompanied by a Passenger aged 21 or over who will at all times during the cruise be responsible for their welfare, conduct and behaviour.

1) Your Contract with Eclipse of the Century

(a) If you book with a travel agent and your booking with that agent includes, but is not limited to, Eclipse of the Century arrangements, your contract is with your travel agent and not with Eclipse of the Century. Eclipse of the Century is simply a supplier to your travel agent.(b) Otherwise, your contract will be with Eclipse of the Century.

2) Payment and Confirmation

(a) A deposit of £300.00 per person must be enclosed with your booking form, together with any applicable non-refundable insurance premium (or evidence of alternative cover) and/or visa fees. Final payment is due by 7 March 2019 .

(b) On our receipt of your completed booking form and the applicable payment, Eclipse of the Century will issue a confirmation email, and it is at this stage that a binding contract comes into existence between you and Eclipse of the Century. Please note, though, that if you book a tailor-made itinerary or an extension to a brochure tour your accommodation, flights etc. will only be requested by Eclipse of the Century once your booking form together with a deposit has been received. Your confirmation email, in this instance, will indicate your requested package cost and you will be advised of any accommodation, flights etc. which are still on request and not confirmed at the time the confirmation email is issued.

(c) Eclipse of the Century will try to obtain final confirmation of all your holiday components as soon as possible. In some cases, though, you may need to be patient. If a particular flight, hotel or similar cannot be confirmed you will be offered an alternative or, failing that, a refund.

(d) It is your responsibility to check the confirmation email carefully and to let Eclipse of the Century or your travel agent know immediately in the event of any error.

(e) The balance of your tour cost is payable by 7 March 2019. If the final payment is not received on time, Eclipse of the Century may treat the booking as cancelled by you and will levy the cancellation charges set out in clause 8 below.

(f) i) Travel documents will be sent in good time before the departure of your holiday, unless your booking is made within 6 weeks of departure, in which case final documents will be sent as soon as possible, made available for collection, or sent by courier upon the payment of a fee.

ii) For some countries you will be handed your internal flight/train/hotel vouchers by your tour manager/Eclipse of the Century representative on arrival at your holiday destination.

(g) Eclipse of the Century has included in the relevant prices all government taxes which do not have to be paid locally.

3) Special Requests

Where special requests for flight seats, room allocation diet considerations etc. are required Eclipse of the Century must be made aware of them in writing at the time of booking. Whilst every effort will be made to ensure that these requests are fulfilled, they cannot be guaranteed. Furthermore, Eclipse of the Century will not be liable for claims for any losses whatsoever where written advice of special needs and requirements has not been received in writing at the time of booking. Where special requests for flight seats are passed on by Eclipse of the Century to an airline, the confirmation of seat numbers is at the discretion of the airline.

4) Your Travel Agent

(a) Any travel agent through which you make a booking will act to relay information from you to us and vice versa. Eclipse of the Century is not responsible for any failure by your travel agent to do this properly, or in good time, nor for any advice given to you by your travel agent which did not originate from Eclipse of the Century.

(b) Any money you pay to your travel agent for your Eclipse of the Century booking will be held by the agent on our behalf until it is paid to us.

5) Insurance

It is a condition of your contract with us that you take out travel, medical and personal accident insurance at the time of, or prior to, making your booking, and if you do not purchase the policy we offer, (details attached), you must purchase an

appropriate alternative, and let us have the details of this. Such cover shall include, but not be limited to, emergency evacuations, any medical expenses sustained or incurred in connection with the holiday, loss or damage to baggage and cancellation of the holiday. If you purchase insurance through Eclipse of the Century you must notify us of relevant factors which may affect your particular requirements for cover, for example if you or one of the members of your group is under a disability or if you or any member of your group is to undertake any hazardous activities during your holiday. If you do not purchase insurance through us it is your responsibility to ensure that you purchase a policy which provides cover equivalent to that which we can arrange.

Eclipse of the Century cannot be held responsible if you purchase an inadequate insurance policy or if you fail to notify Eclipse of the Century of factors affecting your particular requirements for cover. Insurance premiums should be paid at the time of booking and are non-refundable. Non-UK residents should obtain equivalent insurance cover in their country of residence. Any cost or expense which is reasonably incurred by Eclipse of the Century for or on your behalf in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by you to Eclipse of the Century, whether or not such sum is covered by your travel insurance.

6) Alteration By You

(a) If you wish to make any amendments to your holiday after the confirmation email has been issued, you must inform us in writing and we will do our best to implement your request. In the event that we are able to do so, communication charges and other expenses will be payable by you together with an amendment fee of £55 per alteration per booking. However, if you (i) change to a different departure date, tour or destination or (ii) change your booking less than 8 weeks before departure, this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in clause 8.

(b) If you wish to change any aspect of your tour after it has commenced, Eclipse of the Century and/or their agents will do their best to make the changes you have asked for, subject to you being responsible for any cancellation/retention charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by Eclipse of the Century and/or their agents in attempting to secure or securing any revised arrangements. All such charges and costs are payable locally.

(c) If you wish to transfer your booking to another person, you may do so provided the reason for the transfer is personal illness, the death or serious illness of a close family member, jury service, redundancy or unavoidable work commitments. Requests for a transfer must be made in writing at least 30 days prior to departure and must be accompanied by documentary proof of the reason for the transfer (e.g. a doctor's certificate), full details of the person who will replace you, any outstanding balance due for the tour, a payment of £35 to cover our administration costs plus such amount as our suppliers will require to effect the change. Please note that, in some cases, suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring payment for a new ticket. These charges will be payable by you. In this clause 6(c), "another person" means another person who satisfies all conditions applicable to the cruise.

7) Alterations Made To The Scheduled Programme

(a) The holiday arrangements featured in our brochure or website (referred to from now on simply as "brochure") are booked and planned many months in advance and changes may be necessary. Eclipse of the Century reserves the right to alter any of the prices, facilities or services described in its brochure at any time before making a contract with you. Any such changes will be notified to you at the time you make your booking.

(b) Eclipse of the Century also reserves the right to make changes to any of your holiday arrangements after a confirmation email has been issued. Such changes will normally be minor, but may be material - i.e. a change of scheduled departure time by more than 12 hours, a change of airport except between airports serving the same city/resort, a change to a lower standard of accommodation or a radical change of itinerary. .

(c) If there is a material change Eclipse of the Century will try to inform you or your travel agent as soon as practicable and will offer you the choice of alternative arrangements or a refund of all monies paid. In addition, unless the material change is caused by 'force majeure' or 'low bookings' (defined below), you will be entitled to receive compensation on the following scale:-

Period before departure when you are notified of a material change	Compensation per person
More than 56 days	£10.00

43-56 days	£15.00
42-29 days	£20.00
28-15 days	£30.00
14-0 days	£40.00

Force majeure includes war, threat of war, riot, civil disobedience or strife, industrial dispute, terrorist activity, acts of God, natural or nuclear disaster, fire, adverse weather conditions, level of water, technical or maintenance problems with transport and changes of schedules or operational decisions of transport providers, closure of airports, SARS or SARS like events, pandemics, acts of the public enemy, federal or state laws, rules or regulations of any governmental authorities having or asserting jurisdiction or any other event whatsoever beyond the control of Eclipse of the Century or its suppliers which makes continuance of the holiday/tour impossible. Low bookings is where an insufficient number of people book a tour for its operation to be financially viable. All group holidays in the Eclipse of the Century brochure require a minimum number of bookings before they will operate.

(d) A minor change is any change which does not come within the definition of a material change set out in paragraph 7(b) above. Although Eclipse of the Century will try to notify you of minor changes, it is not obliged to do so, nor is it obliged to offer you the opportunity to change your booking, receive a refund or receive compensation. Minor changes include (but are not limited to) the following - and Eclipse of the Century is permitted where necessary to arrange the same: (1) Changes to the scheduled destinations but not all of them; (2) Changes in the scheduled date and hour of arrival or departure provided that, where necessary, hotel accommodation and reasonable sustenance during any delay is provided to you at no additional charge and that the schedule will still allow you to view the eclipse whilst at sea; (3) Substitution of a named Lecturer and or Leader for another knowledgeable expert in the same field.

(e) If, after you depart, it becomes apparent that a significant proportion of the arrangements you have booked cannot be provided, Eclipse of the Century will make suitable alternative arrangements at no extra cost to you and will, where appropriate and provided the change in your arrangements has not been caused by force majeure (see 7(c)), compensate you for the difference in value between the arrangements you should have received and the alternative arrangements made. In particular, because Eclipse of the Century neither owns, manages nor controls the accommodation / transportation that it uses, it is possible that Eclipse of the Century may be advised that your reserved accommodation is not available when you arrive at your destination. In this event Eclipse of the Century will endeavour to secure accommodation of at least the same standard in that destination. If only accommodation of a lower standard is available Eclipse of the Century will refund the difference between the prices of the accommodation booked and that received, and will pay £30 per person for any inconvenience caused. The amount will be paid on your return from holiday.

(f) Transit or part transit of straits, other sea areas controlled by vessel traffic schemes, canals, rivers and all other navigable waterways may be subject to delay due to operational circumstances and/or the requirements of the local authorities and Eclipse of the Century shall have no liability whatsoever in respect of any such delay.

8) Cancellation By You

Should you wish to cancel your tour you must notify Eclipse of the Century in writing. Such notification will only be deemed to have been given on receipt of your letter, since we can only act on receipt. Please state the reason for your cancellation as you may be covered by your insurance policy. The following cancellation charges will apply:

Date Notification of Cancellation was Received	Amount of charges cancellation
Between 26 Jan 2018- 4 Oct 2018	£300.00 deposit pp
Between 5 Oct 2018- 7 March 2017	£300.00 deposit + £250.00 pp
From 8 March 2019	No refund will be made

No allowance or refund can be made for meals, rooms, excursions, entrance fees etc., included in the price of your tour but not taken, nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers. If the passenger leaves the tour after the start date, whether by reason of sickness or any other reason the Passenger will not be entitled to a refund of a proportion of the tour not used.

9) Cancellation By Us

Eclipse of the Century tries never to cancel a client's holiday, but must reserve the right to do so. In particular, Eclipse of the Century will cancel your holiday if you fail to make any payment by the due date. If Eclipse of the Century cancels your holiday for any other reason it will inform you or your travel agent as soon as practicable and you will have the option of choosing an alternative holiday of a comparable standard, if available, or receiving a prompt refund of all monies paid to Eclipse of the Century for your holiday (excluding any insurance premium or visa charges). In addition, unless the cancellation has been caused by force majeure or low bookings (defined in clause 7 above), Eclipse of the Century will pay you the compensation amounts set out in the table in clause 7(c). If cancellation is because of low bookings you will be notified at least 42 days before departure. The only circumstance in which a holiday will be cancelled less than 30 days before departure is where it is cancelled by reason of force majeure.

10) Prices

Prices are subject to variation due to changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and Eclipse of the Century, government action such as increases in VAT and any other government imposed increases, or the exchange rate applied to the particular package. In the case of any small variation, an amount equivalent to 2% of the price of the travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations than this, 2% will still be absorbed for increases, but not retained from refunds. In either case there will be an administration charge of £1 per person together with an amount to cover agent's commission. If this means that you have to pay an increase of more than 10% for the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or re-use your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Whether you cancel or not you will also be entitled, in the terms set out in respect of major changes in paragraph 7, to accept an offer of alternative travel arrangements from us if we are able to do so, and compensation as also set out in clause 7. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. Occasionally our holiday prices are discounted for a limited period for promotional purposes. Discounts cannot be applied retrospectively to reduce the price of a confirmed booking.

11) Your Responsibilities

You have certain responsibilities with regard to your holiday booking, and these responsibilities are set out below. Eclipse of the Century will not be liable for any loss, damage, illness, discomfort or costs of any kind whatsoever which you may sustain as a result of failing to discharge the responsibilities described in this clause:

- (a) **Visas:** General information concerning visa requirements is set out in our Documents & Health section. We will notify you of any changes to visa requirements, which occur before your confirmation invoice is issued, but please note that further changes could take place before you travel. We will be happy to obtain visas for British citizens only, provided applications are lodged at our offices at least 6 weeks prior to your departure. We cannot guarantee the granting of any visa. Non-British citizens should check with their nearest consulate or embassy for visa requirements. All clients must obtain all necessary visas and relevant documentation prior to departure. For the avoidance of doubt, Eclipse of the Century accepts no responsibility for the failure of passengers to obtain the necessary visas and/or documentation required for travel and shall not be liable for any losses suffered as a result of the failure to obtain such visa and/or documentation.
- (b) **Passports:** A full British or other passport (valid for at least 6 months beyond the end of your holiday) is required for travel.
- (c) **Health:** Recommended inoculations for travel are set out in our Documents & Health section. We will notify you of any changes in these recommendations, which occur before your confirmation invoice is issued. However, further changes may occur at any time and you should consult your doctor on current recommendations before you depart. Health requirements for your holiday destination are outlined in DSS leaflet T1 and the Department of Health leaflet entitled 'The Travellers Guide to Health' (T4), both of which are available from ABTA travel agents and from the DSS. You must notify us immediately of any disability or medical condition requiring special attention treatment (including passengers who use wheelchairs), providing any required medical details or certificates. Passengers who use wheelchairs must furnish their own standard size wheelchairs. Passengers who are reasonably deemed by the owners and/or personnel of the ship to be in such physical/mental condition as to be unfit for travel onboard the ship or who may require extensive, unusual

or extraordinary care and/or attention, may be refused passage. In addition, for reasons of safety and well-being, the owners and/or personnel of the ship may require any passenger who is handicapped or physically impaired to be accompanied by an adult who is not so impaired. Eclipse of the Century reserves the right, where appropriate, to ask you to provide written certification of your medical fitness prior to departure. It is your responsibility to ensure that you obtain all recommended inoculations, take all recommended medication and follow all medical advice in relation to your holiday.

(d) **Pregnant women** are only allowed to travel if pregnant for 24 weeks or less at the time of the cruise disembarkation. All pregnant women are required to produce a doctor's or midwife's letter stating that mother and baby are in good health, fit to travel and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) calculated from both the last menstrual period (LMP) and ultrasound (if performed). Eclipse of the Century cannot accept a booking or subsequently carry a Passenger unless they comply with the requirements of this clause. In the case of a booking by or on behalf of a pregnant Passenger made before it could reasonably have been known that the Passenger would not be able to join the cruise by reason of this clause, Eclipse of the Century will refund in full the price paid by or on behalf of that Passenger and the price paid by any accompanying Passenger but shall otherwise have no liability whatsoever. Eclipse of the Century expressly reserves the right to refuse passage on board to any Passenger who appears to be in an advanced state of pregnancy and Eclipse of the Century shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Passenger.

(e) **Documents:** It is your responsibility to ensure that passports, visas, vaccination certificates and all other necessary documents are in order and, where appropriate, in your possession. It is also your responsibility to arrange adequate insurance cover for your tour (see clause 5 above) and to take relevant details of the policy with you.

(f) **Transportation:** It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, we will notify you of the times by which you should arrive at all points of departure. If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur in making such arrangements. If it is not possible to arrange alternative transportation that will allow you to arrive before the departure of the cruise, Eclipse of the Century will not be liable to refund any portion of the cost of the holiday.

(g) **Behaviour, Security and Safety:** You are expected at all times to conduct yourself in a proper manner and with due regard to the health, safety, comfort, enjoyment and general well-being of all persons both on board the cruise ship and involved in the provision of any service or facility forming part of the cruise or any shore excursion, and you expressly agree to this. If it appears that your conduct, behaviour or health is such as to be a breach of this requirement or your behaviour, health or conduct is likely to endanger your own health or safety or that of any other passenger or crew or may make you likely to be refused permission to go ashore at any port or may make Eclipse of the Century liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then Eclipse of the Century and/or the onboard personnel shall have the right according to the particular circumstances to take any one or more of the following measures as may appear to be reasonable and appropriate (i) refuse to embark or to disembark you at any particular port or other place of call; (ii) disembark you; (iii) transfer you to another berth; (iv) confine you to a particular cabin or to the ship's medical centre; (v) through the ship's doctor and/or his staff, administer any drug, medicine or other substance of a similar nature, or admit and/or confine you to a hospital or any similar institution at any port as the ship's doctor may consider necessary.

(h) In the event of Eclipse of the Century and/or the onboard personnel acting in accordance with sub-clause (f) above, neither you nor (at the sole discretion of Eclipse of the Century) any other person traveling with you (whether or not under the same booking) shall be entitled to make a claim against Eclipse of the Century for any loss or expense incurred as a result of such action, whether for a full or partial refund of the price or for any other form of compensation or for the cost of returning to the United Kingdom or to any other place or for any other form of loss or expense whatsoever. Where you are repatriated pursuant to this clause at Eclipse of the Century's expense, Eclipse of the Century shall have the right to recover the cost of this.

(i) If you are denied the right to board an aircraft because, in the reasonable opinion of the Captain, you are unfit to travel or represent a threat to the safety of the aircraft or its passengers or crew or are abusive or disruptive,

Eclipse of the Century will not be liable to complete your holiday arrangements and will not be liable to pay any refunds or compensation. If an aircraft is forced to make an unscheduled landing as a result of your conduct, Eclipse of the Century shall have the right to recover the full cost thereof from you.

(j) For security reasons, it may be necessary at any time to search you and/or your luggage and goods and you agree to allow such search upon being so requested by any authorised person.

(k) You must not bring on board the cruise ship any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance, nor any animals. To do so shall be a breach of these Conditions and shall render you strictly liable to Eclipse of the Century for any injury, loss, damage or expense and you shall compensate Eclipse of the Century in full for any loss, damage or expense suffered by Eclipse of the Century as a result of such breach. You may also be personally liable to statutory penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and search your cabin and personal luggage (whether or not in the cabin) if the Master reasonably believes you may be in breach of this clause. Where you are found to be in breach of this clause, Eclipse of the Century and/or the Master of the cruise ship shall be entitled to exercise any of the powers conferred by sub-clause (f) and sub-clause (g) shall apply (l) Any crew member or other person authorised by Eclipse of the Century shall be entitled to enter your cabin to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

(m) **On-board accounts:** You shall open an onboard account for the payment of all expenses that are not included within the cruise price. All accounts for on-board services and goods must be settled in full before you leave the ship. In the event that you fail to settle your on-board account at or before completion of the cruise, Eclipse of the Century shall be entitled to make a reasonable administration charge for the subsequent collection of such sum due in addition to any costs of legal process.

12) Our Responsibilities

(i) Our obligations, and those of our suppliers providing any service or facility involved in your holiday, in particular ensuring that you have the best possible view of the eclipse, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations.

(ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraphs (i) above and (iv) below, should any part of your holiday not be as described in the brochure. If we accept liability, we will, subject to paragraphs (v) and (vi) below, pay you compensation. The maximum amount of compensation which we will pay you in any circumstance whatsoever will be a refund of your holiday cost (excluding any amendment charges or insurance premiums), a refund of any directly attributable expenses, and a daily sum of £45 per person. We will use the maximum sum to assess the appropriate sum due to you in the circumstances of your particular complaint taking into account all the relevant circumstances we will have regard, for example, to factors such as the price paid for the holiday and the extent to which the enjoyment of your holiday can be said to have been affected. Any sums received by you from suppliers such as from airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to you as compensation by us.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept liability subject to paragraphs (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v), (vi) and (vii) below, pay you reasonable compensation.

(iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure in your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the trip and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(v) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered

during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with and/or in an identical manner to the provisions of any relevant International Conventions, which include the Warsaw Convention 1929 (including as amended by the Hague Protocol) the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your trip.

(vi) All carriage (by land, air and sea) is subject to the

terms and conditions of carriage of the actual carrier. These may limit or exclude liability. They are expressly incorporated into the Contract and they also form the terms and conditions of separate contracts between you and the particular carrier as contained in that carrier's ticket which is provided to you before the scheduled departure date. Copies of these terms and conditions are available on request from Eclipse of the Century. Eclipse of the Century will ensure that you are informed of the identity of the air carrier once it has been finalised and details of likely carriers are contained in the brochure. Eclipse of the Century does not use any carrier on the EU banned carrier list.

(vii) Carriage of passengers and their luggage by air is governed by various international conventions (hereinafter "the international air conventions"), including the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. Flights between the UK and any member state of the European Union are currently governed by EC Regulation 889/2002 which gives legal effect to the Montreal Convention 1999. To the extent that Eclipse of the Century may be liable as a non-performing air carrier to you in respect of carriage by air, the terms of the international air conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a fly cruise between Eclipse of the Century and you) are expressly incorporated into these Conditions. The international air conventions may permit the carrier to limit its liability for death and personal injury, loss of and damage to luggage and delay. Insofar as Eclipse of the Century may have any liability to you in respect of carriage by air, it shall be determined accordingly. Copies of these conventions are available from Eclipse of the Century on request.

(viii) Carriage of passengers and their luggage by sea is governed by the Athens Convention 1974 (whether as subsequently amended or otherwise "the Athens Convention"). A copy is available on request. The Athens Convention is expressly incorporated into these Conditions and any liability of Eclipse of the Century for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. In most cases, the Athens Convention limits the carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to you unless written notice is given to Eclipse of the Century (as carrier): (a) in the case of apparent damage, before or at the time of disembarkation or redelivery; (b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place. Any damages payable by Eclipse of the Century up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by you and by the maximum deductible specified in Article 8 (4) of the Athens Convention

(ix) It should be noted that our acceptance of liability in paragraphs (ii), (iii) and (iv) above is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below relating to complaints.

(x) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

(xi) Insofar as Eclipse of the Century may be liable to

you in respect of claims arising out of carriage by air or carriage by sea, Eclipse of the Century shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual air carrier (including his own terms and conditions of carriage) and under the Athens Convention, and nothing in these Conditions shall be deemed a surrender thereof. To the extent that any provision in these Conditions is made null and void by

the Warsaw Convention, the Montreal Convention or the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further.

(xii) Insofar as the cruise may be performed on a ship not owned by Eclipse of the Century, it is agreed that Eclipse of the Century shall at all times nevertheless be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability thereunder.

(xiii) Except for claims arising out of carriage by air (as provided by sub-clause (vii)), any liability in respect of death and personal injury and loss of and damage to luggage which Eclipse of the Century may incur to you, whether under the Contract in accordance with these Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention.

(xiv) Hotels and shuttle services are arranged by Eclipse of the Century with local operators who may themselves engage the services of local suppliers. Standards of hygiene, accommodation and transport in many countries where excursions take place are often lower than comparable standards in the UK. Eclipse of the Century will at all times endeavour to appoint reputable and competent local operators who comply with all prevailing local rules regulations and standards. Eclipse of the Century will apply the local laws and regulations of the relevant country to assess performance of the Contract in the event of a complaint by you. The contract will be regarded as having been performed if local laws and regulations have been satisfied even if the laws of England and Wales have not been met unless the absence of a particular safety feature would lead a reasonable passenger not to enter into the contract. Eclipse of the Century is not responsible for any improper or non-performance which is wholly attributable to your fault; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided; unusual and unforeseeable circumstances beyond the control of Eclipse of the Century and/or the relevant supplier the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or any event which Eclipse of the Century and/or the relevant supplier could not even with all due care have foreseen or forestalled.

(xv) All employees, agents, contractors and their sub-contractors, as well as all insurers of both Eclipse of the Century and its suppliers shall have the benefit of the same rights, defences, immunities and limitations available to Eclipse of the Century under these conditions, and it is agreed for this purpose that Eclipse of the Century contracts with you as agent or trustee for all such persons.

13) Transportation

Air, rail, road and other departure times are supplied by the carriers. They are subject to, *inter alia*, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown either in this brochure or on your tickets. The timings are estimates only. Eclipse of the Century does not have any liability to you for any delays which may arise. Further, your dealings with all carriers are subject to the conditions of carriage of the carrier, some of which may limit or exclude liability. Where we are in a position to do so, we will give you information before you book concerning the airline on which you will fly, your airport of destination and the type of aircraft on which you will travel. However, if any of these details change subsequently, and you choose to cancel as a result, our normal cancellation charges will apply. Any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

14) Complaints and Problems

If you have a complaint about any of the services or facilities provided in connection with your holiday arrangements booked with Eclipse of the Century, you must tell the relevant supplier and also tell Eclipse of the Century immediately. Alternatively, you should use the Eclipse of the Century emergency contact telephone number with which you will be supplied before your departure. That number will put you in contact with one of our employees who will take all reasonable steps to help you. It is only if you do this that Eclipse of the Century have the opportunity to put matters right on the spot. If you fail to do this, any right to compensation, which you may have, will be extinguished or reduced.

15) Arbitration

We realise that sometimes problems do arise. If you have a complaint please write to us within 28 days of your return to the United Kingdom. Your complaint will be investigated and a full reply sent to you as soon as possible. As our investigations often involve obtaining information from overseas, it may take a few weeks. In the unlikely event that we do not reach an amicable

settlement, the dispute, if you so wish, may be referred to arbitration under a special scheme devised by the Travel Trust Association (TTA) under which Japan Journeys Limited (the trading name of Eclipse of the Century) is bonded under Membership No. U3078. The address for the Travel Trust Association is 3rd Floor, Albion House, High Street, Woking, Surrey, GU21 6BD

16) Tour Inclusions and Exclusions(a) What Your Tour Price Includes:

1. 10 nights' accommodation on a bed & breakfast basis.
2. Private air-conditioned Coach travel throughout
3. Tour Manager & Local Guides throughout
4. Lectures & talks from our expert speaker on eclipses and other matters astronomical
5. One lunch
6. All entrance fees and activities as named above
7. Wine tasting in Mendoza
8. Local tasting
9. A Passenger shall not have the right to exclusive occupancy of hotel or other accommodation unless the single person surcharge is paid. If a Passenger was due to share and the sharer's cancellation results in that Passenger becoming the sole occupant of a room with two or more beds, he/she shall be liable to pay the single person surcharge.

(b) What Your Price Excludes:

1. International airfare, airport taxes & air fuel surcharge
2. Travel insurance.
3. The cost of personal items such as laundry, drinks with meals or otherwise, incidentals etc.
4. Airport security charges if levied by my airport to cover the cost of security arrangements.
5. Airport departure taxes payable locally.
6. Optional/shore excursions.
7. Cost of visas, passports.
8. Transport between your home and airport / port / station.
9. Gratuities for service provided on a personal basis.
10. Meals and drinks other than those specified or provided on a complimentary basis on board..
11. The single or sole supplement payable on bookings where only one person is travelling and/or where a single room is required.
12. Optional extras.

17) Excursions/Representatives, and Agents

(a) Excursions where applicable only form part of your holiday arrangements if they are described in this brochure or purchased before departure.

(b) Our acceptance of liability for the acts of our representatives or agents in clause 12 above is only binding if our representatives or agents are acting with our authority and/or performing their duties as described in this brochure. This excludes for example any social contact that you may have with them.

18) Actions, Claims and Time Limits

(a) Any action by you arising out of carriage by air or sea must be commenced within the two year time limit prescribed by the Warsaw Convention, the Montreal Convention or the Athens Convention, as applicable.

(b) If a court or tribunal applies any law other than English law, Eclipse of the Century shall (in respect of all exclusions and limitations of liability) be entitled to the maximum protection allowed by that law including statutory protection of limitation as to the amount of damages recoverable.

19) Law

Your contract with Eclipse of the Century and any matters arising from it shall be governed by and construed in accordance with English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

20) Data Protection

(a) In clauses 20(a) to (c), "you" means the Passenger. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, Eclipse of the Century needs to use the personal information you provide such as name, address, any special needs, health, medical, mobility or dietary requirements, etc. Eclipse of the Century may pass personal information on to other relevant suppliers of your travel arrangements such as travel agents, airlines, hotels, and transport companies. Your personal information may also be provided to security and/or credit checking companies, credit and debit card companies, government and enforcement agencies, public authorities such as customs and immigration if required by them, or as required by law. This may involve sending your personal information between different countries, including countries outside the European Economic Area (EEA) where controls on data protection may not be as strong as the legal requirements in this country. This may also apply to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If Eclipse of the Century cannot pass your personal information on to the relevant suppliers, whether in the EEA or not, Eclipse of the Century cannot properly effect your booking. For the safety and security of the ship and its passengers, Eclipse of the Century/the ship owner may operate closed circuit television (CCTV) in certain areas on board the ship during your cruise. Please be aware, however, that Eclipse of the Century does not

undertake to operate all cameras or monitor or record CCTV images at all times.

(b) The personal information you provide to Eclipse of the Century, or which is obtained through your dealings with Eclipse of the Century, will also be used by processors on our behalf: to review, develop and improve the cruises and services Eclipse of the Century and affiliated companies offer; for market research purposes and for statistical analysis.

(c) Eclipse of the Century may wish to contact you by post, email and/or telephone with news, information and offers on its cruises and other services (including those offered by Eclipse of the Century and other affiliated companies and for market research purposes. If you prefer not to be contacted for the purposes set out above please contact Eclipse of the Century. If you wish to obtain a copy of the personal information held about you, please write us. Eclipse of the Century may make a charge for supplying this information as permitted by law.

21. Severability

If any of the terms of this agreement are held to be illegal, unenforceable or invalid, such terms shall to the extent of such inconsistency but no further be null and void. The legality, enforceability and validity of the remaining terms shall be unaffected.

Date of Issue 23 Jan 2018