

GENERAL TERMS AND CONDITIONS FOR TRANSFER SERVICES

“INTERCRUISES” means M E E T I N G S & E V E N T S UK LIMITED (trading as “INTERCRUISES SHORESIDE & PORT SERVICES” and hereinafter referred to as **“INTERCRUISES”**), with registered office at Wigmore House, Wigmore Lane, Luton, Bedfordshire, LU2 9TN, United Kingdom and trading at 10th Floor, CP House, 97-107 Uxbridge Road, London W5 5TL, United Kingdom, with TAX/VAT number 119544801. Intercruises is part of TUI Group.

Intercruises provide booking facilities for customers wanting to book cruise transfer service via the website www.intercruises.com/marella (the “Website”).

Your use of the Website and any booking made on the Website will be conditional upon and subject to your acknowledge and acceptance of these General Terms and Conditions for Transfer Services, our Website Terms of Use and Site Use, and our Privacy and Cookie Policy (“the Terms”).

The Terms form an integral part of our Website and cannot be separated from the general contracting conditions. By visiting, using or ordering from the Website, you expressly consent and agree to be bound by the Terms and all applicable laws and regulations that govern this Website and your booking.

If you do not agree to be bound by the Terms, you must not proceed with your booking.

Your booking will be made in accordance with the prices, rates and conditions of cancellation displayed at the time of booking. The Website will guide you through the booking procedure.

Your attention is drawn in particular to the section below called ‘Our Liability’.

If you have an urgent query, please contact our Customer Services Centre.

The telephone numbers are given on the Website and in your booking confirmation voucher.

Where you contact Intercruises by telephone, or are contacted by a member of the Intercruises team by telephone, calls may be recorded for monitoring and training purposes. In the event of a dispute regarding a booking, Intercruises may review recorded calls.

You can also use the contact form provided on the Website.

1. DEFINITIONS

In these General Conditions for Transfer Services, the following words shall have the following meanings:

- **“we”, “us”** and **“our”** means Intercruises;
- **“you”** and **“passenger”** means the person who we have agreed to carry or arranged to be carried, being the person who purchased a ticket or for whom a ticket was purchased, or any person who travels on a transfer service with or without a ticket.
- **“vehicle”** means the coach, other road vehicle or other means of transport provided by us, or any other carrier on which you are travelling;

- **“transfer”** means each journey you are entitled to make on a transfer service as set out in your ticket or booking confirmation;

- **“ticket”** means any ticket or booking confirmation, issued by us, or on our behalf, which evidences our agreement to carry or arrange for the carriage of any person, including the transfer services on which travel is permitted and the fare payable.
- **“children’s ticket”** means any ticket or booking confirmation issued by us or on our behalf to carry out or arrange for the carriage of children on the following terms:-
 - (a) children under the age of 2 travel free; (b) children between the ages of 2 and under 12 travel at a discounted fare;
- **“transfer service”** means any journey to be made by a vehicle provided or arranged by us or on our behalf for the purpose of carrying persons and their luggage, which is set out in a defined route as published by us;
- **“luggage”** means any property which you bring onto a coach, including any property carried on your person;
- **“pickup/drop off point”** means any stop where a transfer service is to be joined or left or through which a transfer service may pass;

2. MODIFICATION OF WEBSITE AND THE TERMS

Intercruises may modify the Terms at any time, and any such modification shall be effective immediately upon the posting of the modified Terms on this Website. Accordingly, your continued use of or access to this Website will be deemed to indicate your acceptance of the modified Terms.

3. HOW TO BOOK AND CONTRACT TRANSFER SERVICES VIA THE INTERCRUISES WEBSITE

Contracting Procedure

The online process for purchasing transfer services is as follows: Search for your chosen destination and dates, select your pick up and drop off point and proceed to the final booking pages. Check your destination and dates before proceeding with your booking.

You can make a booking in the following ways:

1. Contacting our Customer Services Centre
2. Following the step-by-step booking process online where applicable.

During the procedure, you will be requested by Intercruises to provide personal information which may include, but will not be limited to, your name, surname, credit and debit card details (“Personal Information”). Credit card details are collected, stored and treated by Barclaycard as Payment Platform supplier of Intercruises. Any other Personal Information received will be treated in accordance with the Intercruises Privacy Policy, <http://www.intercruises.com/marella/public/docs/PRIVACY%20POLICY.pdf>

_please read this in full before providing any Personal Information to Intercruises. Personal Information will be treated in compliance with European Directives 95/46 and 2002/58, as well as any other such legislation that substitutes, complements and develops the Personal Data Protection Regulation (hereinafter PDPR) and will be used to process bookings and payments made in your request.

All payments must be made using either a credit or debit card through a payment gateway specifically established for this purpose.

You give your consent to be bound by these Terms by ticking the 'Accept' box prior to confirming your booking. Your booking will be confirmed by Intercruises who will send a confirmation email. Contract is formed when the payment is received.

Following booking, 21 days from date of travel Intercruises will send you a travel voucher. For security reasons, Intercruises may require signed authorization from the credit card holder if fraudulent behavior is suspected. If, for whatever reason, Intercruises does not receive such authorization, the booking will be considered void and will be cancelled on the system. If Intercruises has reasonable grounds to suspect that a booking is fraudulent, it may cancel bookings automatically and send a notification email to the email address provided by the customer at the time of booking.

The request for signed authorization is designed to protect the cardholder from possible misuse of the credit or debit card used to make the booking with Intercruises, and to verify that you are the cardholder.

4. LEGAL AGE AND RESPONSIBILITY

You warrant to being 18 years of age or over and have legal capacity to use our services and to create a legally binding contract. You warrant that all Personal Information submitted during the booking is correct and you accept financial responsibility for all transactions made under your name or your account. You hereby authorize Intercruises to process all Personal Information about you and the personals named on the booking. You undertake that the credit or debit card you use to secure your booking is your own and that there are sufficient funds to cover the cost of the bookings you make with us. In the event that you suspect credit or debit card fraud or unauthorized use of your card by a third party, you should contact your bank or card issuer immediately.

5. BOOKING CONDITIONS

Prices quoted by Intercruises are net and are inclusive of all indirect taxes. Any increase in tax will be directly added to the prices displayed on the Website. Prices quoted are per person per transfer service.

To confirm a booking you must be authorized to do so in the name of all the members of the group travelling together (and their parent or guardian for all party members who are under 18 when the booking is made) and must confirm that all members accept the Terms. The person making the booking will be responsible for the total cost of the reservation, including cancellation or amendment charges, and shall inform the other members of the group of the confirmation details and other pertinent details relating to the booking.

Intercruises will not carry any passenger under the age of 18 unless that passenger is accompanied by a responsible person aged 18 or over. All children require a booking to be made for them. Bookings cannot be made by any person under the age of 18.

The transfer service booked may only be used by the person(s) identified in the booking or for whom it has been purchased, and may not be transferred to or used by anyone else.

Reservations. Booking requests for transfer services within one month of the date of the transfer are subject to availability. Communication of the confirmation of the reservation shall be made by email.

Booking Confirmation. Your booking confirmation will detail the exact pick up/drop off point and will include a contact telephone number which you may contact us on if necessary.



Travel Voucher. The voucher will contain all the information needed to locate the departure point of your transfer service. The voucher will also show a contact phone number to verify your reservation and obtain information on possible contingencies.

You must carry the voucher at all times during the transfer service and are required to show it for inspection upon request. You must maintain the voucher in good condition.

When using a transfer, you shall be responsible for making sure that you are using the right transfer service to reach your destination which you have previously booked.



Included in the booking:

Our transfer services include:

-  Any services as stated on your voucher.
-  All obligatory transfer service charges and taxes.

Not included in the booking:

Transfers do not include:

-  Any transfer service that is not specified in the booking confirmation.
-  Transfer of any special equipment such as sporting equipment (golf clubs, skis, windsurf boards, etc.) which will be subject to a surcharge.

6. PAYMENT DETAILS

All transfer services must be paid by you at the time of booking. Payments can be made by debit or credit card. The booking request will not be confirmed by Intercruises and the transaction will not be considered completed until you have paid the full price of the transfer service. Therefore, Intercruises will confirm the booking once the full price is paid by you.


At the time of your booking, the full quoted amount will be deducted from your credit or debit card. Payment transactions on Intercruises Payment Gateway Supplier, Barclaycard, are encrypted.

This technically secure environment ensures that your card details cannot be intercepted and are not revealed to anyone other than to financial institutions required to process payment instructions from the customer.

Our payment system currently accepts the following payment methods:

-  Visa

 Visa

Electron 

Master Card

In order to confirm the payment, a signed authorization from the cardholder may be needed, as stated in paragraph number two of the General Conditions.

Should you have any queries in relation to payment methods, please contact our Customer Services Centre. Our contact telephone numbers are displayed on our Website and in your booking confirmation voucher.

7. MODIFICATION AND CANCELLATION

Modifications. All modifications that are requested by you to your transfer service will be subject to availability and may attract an increase in the price or administrative costs applicable to your bookings. Prices may be affected where the new pickup point is more than two kilometers from the original location. To make a modification, please contact the Customer Services Centre.

Cancellations. In the event of cancellation, notification is required by any means and the following cancellation charges will be applied:

Number of days before sailing	Cancellation charge
Over 46 Days	20%of total charge
45- 31 days	50% of total charge
30- 15 days	75% of total charge
14 - 1 day	90% of total charge
Cancellation on /No show on day of sailing	100% of total charge

A failure to be present at the designated time and place by the passenger without prior warning shall be considered a cancellation. No reimbursement to you shall be made in such event without prior consultation with and express authorization from Intercruises, who shall inform you of charges payable which may vary up to 100% of the amount of the reservation.

If you have a mobile telephone please supply Intercruises with your contact number no later than 48 hours before departure. This will assist Intercruises in contacting you in the event of unexpected traffic congestion. Alternatively, should you not locate the driver at the appointed time, or in the event of unforeseen circumstances, please contact us on 08433 742 246.

Failure to honour booking

If you fail to arrive for your transfer service (a “no show”), without previously informing Intercruises, it will be dealt with as a cancellation. In such circumstances no refund will be offered.

8. CARRIAGE CONDITIONS

Whilst specific seat requests are not guaranteed, we will endeavour to comply with such requests where possible. Child seats are not provided by the coach companies and the seat belt fittings may

not necessarily be suitable for different child seats. You may provide your own child seat at your own risk. Intercruises will not be able to keep child seats on board for return journeys.

You are required by law to wear the seatbelt provided at all times whilst seated and until the coach has fully come to rest. This also applies to wheelchairs. You may still use the toilet facilities but must refit the seatbelt after returning to your seat. It is your responsibility to ensure that you comply with this requirement.

You are expected to arrive at the designated departure point at least fifteen (15) minutes prior to the stated departure time. Vehicles will depart at the scheduled departure time. If for any reason you are late please contact us immediately and we will do our best endeavour to accommodate you.

You should arrive in good time to make a successful connection with the transfer service you have booked.

If you arrive at the scheduled pickup point later than the scheduled departure time, Intercruises may give your seat to another passenger, and you will be considered to have missed the transfer service. Intercruises shall not be liable to you if you miss your transfer or suffer any loss, economic or otherwise, as a result of your late arrival. Intercruises will not delay any transfer service to wait for you and shall not be obliged to offer you an alternative transfer service.

Please allow plenty of time between your transfer service and subsequent journeys you intend to make on other form of transport. Where such other forms of transport involve air travel we recommend you allow at least 180 minutes between the scheduled transfer service arrival time and your flight departure time. Passengers who do not allow 180 minutes between vehicle arrival and flight departure do so at their own risk and Intercruises shall not be liable for any expense incurred as a result of any missed connection, except when Intercruises acted negligently.

Passengers are not allowed to consume alcohol on any of the vehicles. Smoking is not permitted at any time on any of the vehicles.

Intercruises reserves the right (and delegates to its drivers and appointed agents the right) to refuse to carry any person who is thought to be under the influence of alcohol or illegal drugs and/or whose behavior is considered to pose a threat to the driver, the vehicle or the other passengers. Under these circumstances Intercruises reserves the right to refuse any reimbursement and no alternative transfer service will be provided.

The passenger(s) shall be responsible for all damage caused due to an act of vandalism carried out on their part. Intercruises and/or the transfer service supplier reserve the right to automatically cancel your reservations with no right to any compensation whatsoever.

9. LUGGAGE CONDITIONS

Passengers are entitled to up to THREE ONE suitcases (weighing no more than 20 kilograms each) and ONE small piece of hand luggage only. Any excess luggage must be declared at the time of

booking. Intercruises reserve the right to charge for any excess luggage. Passengers must travel with their luggage.

Collapsible manual wheelchairs and folding pushchairs/buggies will be carried free of charge in the luggage hold, providing Intercruises is informed thirty (30) days prior to the date of your transfer service.

Intercruises must be informed in advance if you require transfer of items such as, but not limited to, sports equipment (golf clubs, skis windsurf boards etc). Extra charges may apply at Intercruises' absolute discretion and will depend on the transfer supplier and the destination. Such extra charges must be paid before departure otherwise Intercruises may refuse transport of the aforementioned items.

Luggage must be clearly labelled with the owner's name, cabin number and destination address.

Luggage and other personal belongings shall remain your responsibility. It is understood that you will be responsible for the transfer of all your hand luggage and personal belongings, regardless of where they are deposited inside the vehicle. Intercruises recommends that you are present during the handling, loading and unloading of your luggage.

It is your responsibility to identify your luggage at the conclusion of your transfer whether at the port or on your return home. Any costs incurred in returning luggage which has been incorrectly identified will be at the sole expense of the passenger at fault.

We are not obliged to carry any of the following items of luggage, and you may not bring them onto any vehicle without our permission: any weapons; explosives; drugs or solvents (other than medicines); non-folding pushchairs/prams; oversized sports equipment; bicycles which are not folded, or dismantled and wrapped; any items which are in our opinion, unsafe, or may cause injury, offence or damage to property, which are not properly sealed or secured; any items which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile; any perishable items, or items with sharp or protruding edges, or any item over 23kg in weight.

Intercruises shall not be held liable for any fine or penalty which may arise, whether directly or indirectly, from breach of these Terms. Any sanction imposed on Intercruises because of your failure to comply with legal requirements will be automatically passed on to you.

Small valuable items should not be stowed in the luggage hold under any circumstances but should be taken on board a vehicle as hand luggage. Such valuable items may include but will not be limited to money, medication, jewelry, precious metals, laptop computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports, visas, tickets and identification documents. Small valuable items may be placed in the overhead racks or under your seat, but should not be left unattended by you. Where possible, small valuable items should be carried on your person. Intercruises will not be responsible for any mislaid items.

Intercruises shall be entitled to require you to show the content of your entire luggage, for the purpose of ensuring compliance with the above requirements. If you refuse, Intercruises shall not be obliged to carry you or your luggage, and shall be entitled to remove you from any vehicle.

Travel in Wheelchairs:

Our services are operated by fully wheelchair-accessible coaches that can convey a passenger in their wheelchair by advance booking. Wheelchairs must be no larger than 1200mm x 700mm in size and be capable of being fully secured in the coach. For safety reasons, we therefore recommend that booking is made 14 days in advance of travel so that we can check wheelchair compatibility. For customers who can transfer from their wheelchair to the coach seat, we will accept lightweight manual wheelchairs for travel, subject to them being capably and safely stowed in the luggage hold of the coach. We regret that we are unable to accept manual wheelchairs that are more than 20kgs in weight. Mobility scooters can also be stowed, but they must be capable of being dismantled for carriage in the luggage hold. The heaviest part must not exceed 20kgs in weight. The powered wheelchair/scooter must be operated by dry cell or gel-type batteries only.

10. PROMOTION CODES

How to use a promotion code

Subject to InterCruises approval, promotional discount codes may be used on the InterCruises Website when making bookings.

Promotional codes may be used once only and applied against one transfer booking only.

Any balance remaining following the use of a promotional code, may not be transferred or drawn.

What happens if I cancel or change a promotion code booking?

If you cancel or choose not to use a promotion code booking then you are not entitled to a refund or any reinstatement of the promotion. If promotion is still in force at the time of the cancellation or modification InterCruises shall proceed with a new booking under the promotional terms.

Can InterCruises cancel or refuse to redeem a promotion code?

InterCruises may at any time cancel, withdraw or refuse to redeem a promotion code if InterCruises reasonably believes that a code is being used unlawfully or illegally. You agree that you will have no claim against us in respect of any such cancellation or rejection.

Limitation of liability

In the event that InterCruises cancels, withdraws or refuses to redeem a promotion code, we do not accept liability for any direct or indirect damages, including lost profits or the like.

11. BEFORE YOU TRAVEL

InterCruises is not liable for damages or losses that may result from travel to any particular destination. It is your responsibility to be conveniently informed about the conditions and risks involved when travelling to certain destinations.

It is your responsibility to ensure you have the relevant travel and health documents before departure for the country you are visiting, which shall include, but is not limited to, any inoculations that may be required, ID documents, passport and visas. Intercruises shall not be liable for any expense incurred resulting from your missing, incomplete or incorrect documentation or any non-compliance with requirements.

12. INSURANCE

You are strongly advised to purchase adequate travel insurance which should cover, amongst other things; travel to and from the port, personal losses and all medical and material costs in the event of an accident or illness during the trip.

13. FORCE MAJEURE

Intercruises is exempt from liability for any failure or delay in transfer services, as well as a breach of contract, when delays are due to circumstances beyond the reasonable control of Intercruises

Intercruises will not be liable for any changes or cancellations affecting your booking, or for any loss or damage suffered by you arising from any failure by the transfer providers and/or Intercruises to properly perform any of our respective obligations to you, if the non-performance is caused by events classified as Force Majeure. Force Majeure events shall include, but will not be limited to, war or threat of war, accidents causing delays on the route of the transfer service, exceptionally severe weather, fire and/or damage to the station/terminal, compliance with the requirements of law enforcement, customs or other official security services under the competent authority, deaths and accidents on the road, vandalism and terrorism, unforeseen traffic jams, mass meetings and strikes, lockouts, riots or local tensions, problems caused by other customers, bankruptcy, insolvency or business closure of the transport company used by Intercruises and other circumstances that affect your safety, closure of borders, epidemics, natural catastrophes or other causes that seriously affect both parties, as well as other unforeseeable causes beyond Intercruises' control.

14. EXEMPTION OF RESPONSIBILITY FOR TRANSFER SERVICES

Intercruises will take all reasonable measures to ensure that vehicles arrive in time to operate the transfer services for which they have been hired, and that they reach their destination on time. The vehicles are fully insured with respect to both passenger and third party claims in accordance with the relevant law.

If Intercruises were to fail for any reason within its control to deliver its passengers to their confirmed destination, Intercruises will provide suitable transport such as another coach, private car, taxi etc. Any reimbursement made by Intercruises for the costs of an alternative means of transport incurred by the passenger to reach their ticketed destination shall be no more than the cost of reaching that destination by taxi.

Our Liability:

Intercruises provides an online platform for you to browse and search transfer services.

We will arrange for you the transfer services that you select and that we confirm via one of our suppliers.

We will be responsible for making sure that the transfer services you book with us are of a reasonable standard and are as advertised by us (or as changed and accepted by you after the date of purchase).

We have made all reasonable efforts to ensure that the transfer services you book with us are provided by an efficient and reputable transfer service supplier. This supplier should follow local standards.

We do not exercise any direct control over the transfer service providers and have no control over the provision of the transfer services rendered by the service providers.

We have no direct control over the way our service providers maintain and operate their vehicles but everyone employed or contracted by us or by our service providers is expected to carry out their duties in accordance with accepted standards of behavior.

Intercruises shall not be liable for any losses, expenses or damages of any sort due to you as a result of the acts, errors, omissions, breaches, negligence, fraudulent intent, misleading or untrue statements, breach of contract, breach of statutory duty, wilful misconduct (including theft) or any other tortious act attributable to any third party which includes their employees, directors, officers, agents, representatives or affiliates.

We do not guarantee the accuracy of, and disclaim liability for any inaccuracies relating to the transfer services offered for sale through us. We shall not be liable for any damages arising as a result of any inaccurate information or errors on our Website which relate to transfer services.

We shall not be liable to you for any losses in the event of force majeure events or any other cause beyond our or their control.

You accept that we have not in any way selected or assembled your travel arrangements for you. Your accommodation arrangements are not a package and do not fall within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992.

Where you, or any of the people that you are booking on behalf of, are in breach of any of the provisions of these Terms or contravention of any laws or rights of a third party, we reserve the right to cancel your booking without refund or compensation in any way and recover from you any costs incurred as a result of your behavior.

Nothing in these Terms shall, nor shall be deemed to exclude or limit the liability of Intercruises for any death or personal injury caused as a result of our negligence, or the negligence of our employees or for fraudulent misrepresentation.

15. ENFORCEABILITY

In the event that any provision of these Terms is found by a court or administrative body to be unenforceable, that provision shall not be a part of these Terms and the remaining provisions shall continue to apply.

16. ASSIGNMENT OF RIGHTS

Intercruises reserves its rights to assign in total or in part the obligation or rights of these Terms to any subsidiary, affiliate or holding company or any subsidiary of its holding company.

You are not allowed to assign to any third party any obligation or right of these Terms, or any other agreement that completes them, unless with the prior express written authorization of Intercruises.

17. LEGISLATION AND COURTS OF JURISDICTION

The application and interpretation of these Terms shall be governed by current and applicable English Legislation. In the event of any discrepancy which may arise from the interpretation or execution of these Terms, the parties, with express waiver of any other court of jurisdiction which might apply, if any, shall abide by the Jurisdiction and Competence of the Courts of London.

18. GENERAL

You agree that financial compensation alone may not be adequate for us if there is a breach or threatened breach of our Terms and that we are entitled to seek all remedies available to us. Each right or remedy of you and us in respect of these Terms shall not affect any other right or remedy of us whether under these Terms or otherwise.

Nothing under the contract shall give rights to any person who is not a party to it (whether under the Contracts (Rights of Third Parties) Act 1990) or otherwise.

If you or Intercruises waive any rights in result of a breach or default under, any part of these Terms by the other will not be deemed a waiver of any subsequent breach or default. Further it will not affect the other Terms of the contract unless expressly confirmed in writing by the party waiving its rights.

Intercruises reserves the right to change our Terms at any time. We shall post such updated Terms on our Website and your continued use of our Website shall be deemed acceptance of such updated Terms.