

CRUISE CONTRACT : TERMS & CONDITIONS

You are booking a cruise holiday on board Celebrity Infinity, a Vessel operated by Celebrity Cruises Inc.

BV Splash is the owner of the brands “LA DEMENCE” and “The Cruise powered by LA DEMENCE”, and has chartered the Vessel from Celebrity Cruises Inc. (hereafter “the Cruise Line”)

You are closing a Cruise Contract with BV Splash.

By making your reservation and delivering payment for your cruise, you thereby agree to be bound by the terms and conditions and acknowledge that you accept, on behalf of yourself and all the other persons travelling under your reservation, all the terms and conditions set out here below.

The Terms & Conditions of your Cruise Contract consist of 2 parts:

1. Terms & Conditions established BV Splash
2. Terms & Conditions established by Celebrity Cruises Inc.

1. Terms & Conditions established by BV Splash

BV SPLASH, with legal address in Belgium, Brussels, Blaesstraat 208 is the organiser and brand owner of the “THE CRUISE powered by LA DEMENCE”. This company has chartered the Vessel „Celebrity Infinity“ operated by Celebrity Cruises Inc. (hereafter “the Cruise Line”) and is reselling the cabins to the Guests. The “Guest” is each passenger whose name appears in the booking.

Limitation of Liability

You hereby acknowledge and agree that the Cruise Line has full and exclusive control of the Vessel where your vacation will take place, and that the Cruise Line, not BV Splash, is responsible for providing all services to you within that Vessel, and that therefore the Cruise Line, not BV Splash, shall be solely responsible for any and all liability, loss, expense, damages, or claims arising out of or related to any act, conduct or omission occurring while you are on board the Vessel. BV Splash, in its capacity as a charterer, has no such control or ability to provide you such and as such shall have no responsibility for the acts and omissions of the Cruise Line.

You hereby agree to hold BV Splash free of responsibility for, and to bear the sole risk of, any delay, claim, liability, loss or accident occasioned by the fault or negligence of the Cruise Line.

Travel Documents, Passports and Proof of Citizenship, Customs

All passports, visas and other travel documents required for embarkation and disembarkation and at all ports of call or otherwise required to gain entry to all countries are your sole responsibility. It is your sole responsibility to identify and obtain all required travel documents and have them available when necessary. These appropriate valid travel documents such as a passport, visa, vaccination certificate and legal documents are required for boarding vessels and country entry and/or re-entry. Guests who do not possess the proper documentation may be prevented from boarding their flight or vessel or from entering a country and may be subject to fines. No refunds will be given to individuals who fail to bring the proper travel documents. Visas may be required, depending on the destination. Should you fail to possess valid documentation, you will be denied boarding or entry and will not be entitled to any refund. Your full compliance with all customs regulations and all local and national laws is your own responsibility.

Changes in Itinerary

Cruise ship itineraries are always subject to change without notice and any alterations except to embarkation and disembarkation points shall not be considered a major change. Neither the Cruise Line nor BV Splash shall be responsible for any failure to adhere to published arrival and departure times for any of its ports of call.

Use of Guest Likeness

The Guest consents BV Splash to use and display of the Guest's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind.

Drugs

It is strictly forbidden to bring drugs or other illegal substances on board. Passengers that are found with drugs, or that need medical assistance due to drugs, will be disembarked from the ship as soon as possible. No refund can be claimed by the passenger in such case.

Applicable Law and Jurisdiction

Unless otherwise specified by International Law, the Belgian Law and in particular the Law on Package Holidays (21 November 2017) executing Directive 2015/2302 / EU of the European Parliament and of the Council of 25 November 2015 applies to this contract.

Unless otherwise specified by International Law, this contract falls under the jurisdiction of the courts of Brussels.

Specific Terms and Conditions:

The price includes:

- 7 nights cruise with all meals
- Tap water, lemonade, ice tea, tea and filter coffee
- Port taxes and gratuities for cabin staff
- All parties, shows and entertainment

The price does not include:

- Transportation to and from the cruise port

Drinks, specialty dining and room service
Paying activities like Spa, casino, shops and excursions

Payment schedule:

Upon reservation: 10%
10/09/2024: 30%
10/01/2025: 30%
10/05/2025: 30%

Cancellation fees until:

10/09/2024: 10% of the cabin price*
10/01/2025: 40% of the cabin price*
10/05/2025: 70% of the cabin price*
From 11/05/2025: 100% of the cabin price*
(* Beverage packages are fully refundable until 25/06/2025)

Reselling bookings and Name changes:

It is not allowed for guests to resell their booking at a higher or lower price than the current published fares.
Name changes are allowed until 25th of June 2025 and will be subject to an administration fee of 150 Euro per name change, plus a possible price increase.

Fuel Surcharge:

In case Celebrity Cruises Inc. imposes a Fuel Surcharge fleet wide for all its guests, including this voyage, the amount shall be determined by Celebrity Cruises Inc., but shall not exceed the following limits:

- For the 1st and 2nd Guests in a stateroom, the Fuel Surcharge shall not exceed the product of \$10.00 per day multiplied by the Total Number of Double Occupancy Berths; and
- The maximum Fuel Surcharge assessment per Stateroom and/or Suite shall not exceed \$140.00 per Stateroom/Suite for the entire Cruise.

2. Terms & Conditions established by Celebrity Cruises Inc.

You hereby further acknowledge and agree that, in addition to the terms and conditions of BV Splash, you will be bound by the terms and conditions of the Cruise Line as you can find them on

<https://www.celebritycruises.com/guest-terms/>

Failure to comply with the Guest Health, Safety, and Conduct Policy or any instruction communicated at any time in any form, written or oral, will be considered a breach of this Policy

and may result in one or more enforcement actions as described below, including denial of boarding, or removal from the ship, without any compensation or refund.