



## ***CARRIER'S STANDARD CONDITIONS OF CARRIAGE***

These Conditions of Carriage set out the terms that govern the relationship, responsibilities and liabilities as between the Passenger and the Carrier and are BINDING ON THE PARTIES. The Passenger has entered into a Passage Contract with an Organiser and these conditions have been incorporated into the Passenger's contract with the Organiser. These Terms and Conditions of Carriage will also apply where the Vessel is being used as a floating hotel whether or not there is a Passage Contract and whether or not there is any carriage.

You must carefully read these conditions of carriage which set out your rights, responsibilities and limitations to make claims against the Carrier, its servants and/or agents. The Carrier's liability is limited as set out in Clauses 22 and 23.

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### ***1.CONSTRUCTION AND DEFINITIONS***

All references to the "PASSENGER" (singular) shall include the plural. Passenger includes the purchaser of the Passage Contract and any person or persons named on the relevant passage ticket including Minors.

“CARRIER” means the owner and/or charterer whether bare boat/demise charter, time charterer, sub-charterer or operator of the Vessel, to the extent that each of them acts as Carrier or performing Carrier.

The term the “Carrier” includes the Carriers, the carrying vessel (the “Cruise Ship”), its owner, charterer, operator, any tenders or other means of transport provided by the Carrier to the Passenger.

‘DISABLED PERSON’ or ‘PERSON WITH REDUCED MOBILITY” (also “PRM”) means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaption to his particular needs for the service made available to all passengers.

“LUGGAGE” means any baggage, packages, suitcases, trunks or other personal items belonging to or carried by any passenger, including cabin luggage, hand luggage and articles worn by or carried on the persons of the passenger or deposited with the purser for safe custody.

The "MASTER" is the Captain or person in charge of the carrying Vessel at any given point and commanding of the Cruise Ship.

“MINOR” means any child under the age of 18.

“ORGANISER” is the party with which the Passenger has entered into a contract for the cruise and/or package as defined under the Council Directive 90/314/EEC of 13<sup>th</sup> June 1990 on Package Travel, Package Holidays and Package Tours, which includes the cruise onboard the Vessel or other equivalent.

“PASSAGE CONTRACT” means the contract of carriage, which the Passenger has entered into with the Organiser, the terms of which are evidenced by the Booking Conditions, which incorporate these terms.

‘PASSENGER’ means each and every person named either on the booking confirmation, or on the invoice, or on a ticket.

“SHORE EXCURSION” means any excursion operated by third-party contractors and offered for sale by the Organiser or the Carrier, for which a separate charge is payable, whether booked prior to commencement of the cruise or onboard the Vessel.

“VESSEL” means the vessel named in the relevant passage contract or any substituted vessel owned, chartered, operated and/or controlled by the Carrier.

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## ***2. NON-TRANSFERABILITY AND AMENDMENT***

The Carrier agrees to transport the person named in the Ticket (the “Passenger”) on the specific voyage (the “Voyage”) on named or substitute Vessels. The Passenger agrees to be bound by all its terms, conditions and limitations. All prior oral and/or written agreement is superseded by these conditions. These Conditions of Carriage cannot be amended without written and signed consent from the Carrier or its authorised representative. The Passage Contract issued by the Organiser is valid only

for the Passenger or Passengers for whom it is issued, for the date and Vessel indicated or any substitute Vessel and is not transferable.

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### **3. OCCUPATION OF BERTHS AND CABINS**

A Passenger shall not have the right to exclusive occupancy of a cabin with two (2) or more berths unless he has paid supplement for exclusive occupation. The Carrier reserves the right to transfer the Passenger from one cabin to another and may adjust the fare accordingly. The Master or the Carrier may, if it becomes advisable or necessary, at any time transfer a Passenger from one berth to another.

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### **4. MAINTENANCE DURING DELAY OR OVERSTAYING**

4.1 Passengers who remain onboard after the arrival of the Vessel at its final port of destination and after Passengers have been asked to disembark will be required by the Carrier to pay for their maintenance at current rates for every night they remain onboard.

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### **5. PREMATURE TERMINATION OF THE CRUISE**

5.1 At any time before or after commencement of the voyage and whether or not the Vessel may have deviated or have proceeded beyond the port of destination, the Carrier may – by notice in writing to the Passenger, by advertising in the press or by any other suitable means – terminate the cruise, if the performance or further performance is hindered or prevented by causes beyond the control of the Carrier or if the Master or the Carrier consider that such termination is necessary for the management and/or safety of the Vessel or persons onboard.

5.2 If the voyage is so terminated then the Carrier will not have any liability to the Passenger whose sole remedy will be against the Organiser pursuant to Council Directive 90-314-EEC 13 June 1990 or equivalent legislation and/or the Passage Contract.

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### **6. DEVIATIONS, CANCELLATIONS AND DELAYS**

6.1 The Cruise Ship's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels in distress,

availability of berth facilities, and other factors which may be beyond the Carrier's control.

**6.2**The Carrier does not guarantee that the Cruise Ship will call at every advertised port or follow any particular route or time schedule. The Master and the Carrier shall have an absolute right to change or substitute the advertised schedule, ports, itinerary or route, or substitute other ships, without notice. If a scheduled port of embarkation or disembarkation is substituted, the Carrier shall determine and arrange transportation to or from the substituted port at no extra expense for the Passenger.

**6.3** Before the Voyage begins, the Carrier has the right to cancel the Voyage for any reason even without prior notice if it considers that it is necessary to do so for the safety of the Vessel, or persons onboard.

**6.4**The Carrier or the Master shall have the liberty to comply with any Order or Directions as to departure/arrival routes, ports of call, stoppages, trans-shipment, discharge or destination or otherwise given by any government or any department or by any person acting or purporting to act with the authority of any government or any department thereof or by any war risks insurance association working under any government scheme in which the Vessel may be entered. Nothing done or not done under such orders or directions shall be deemed a deviation in law.

**6.5**Any dates and/or times specified in any timetables or otherwise, which may be issued by the Organiser and/or the Carrier, are only approximate and may be altered by the Carrier at any time and to such extent as is considered necessary in the interest of the voyage as a whole.

**6.6** If the Vessel shall be prevented or hindered by any cause whatsoever from sailing or proceeding in the ordinary course, the Carrier shall be entitled to transfer the Passenger either to any other similar Vessel or with the consent of the Passenger to any other means of transportation bound for the Passenger's place of destination.

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## **7. EXTRA CHARGES**

**7.1**The Passenger shall pay in full all charges for goods and services incurred, or incurred by the Carrier on his/her behalf, before the end of the Voyage in any currency in general use onboard at the time of payment.

**7.2**Alcoholic beverages, cocktails, softdrinks, mineral water and any medical expenses, any independent contractor services or products, shore excursions or any fees, charges or taxes imposed by any government agency shall be extra charges unless otherwise stated as included at the time of the cruise.

## **8. TRAVEL DOCUMENTS**

**8.1**The Passenger is the sole responsible for and shall comply with any governmental travel requirements, laws or regulations for all ports of call on the Cruise Ship's itinerary. All Passengers must present for inspection the ticket and Contract, a valid passport and any visa, entry or exit permit, required by any port on the Cruise Ship's itinerary.

**8.2**The Passenger (or, if a Minor, his/her parents or guardian) shall be liable to the Carrier for any fines or penalties imposed on the Vessel or Carrier by any authorities for the Passenger's failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.

**8.3**The Carrier reserves the right to check and record details of such documentation. The Carrier makes no representation and gives no warranties as to the correctness of any documentation, which is checked. Passengers are strongly advised to check for all legal requirements for travelling abroad and at the various ports to include the requirement of visas, immigration, customs and health.

## **9. SECURITY**

**9.1** The Passenger shall present him/herself for boarding, according to the instructions provided, before scheduled departure to complete any pre-boarding procedures and security inspections.

**9.2** For security reasons, the Passenger agrees that agents of the Carrier may search the Passenger, his/her luggage, and any accompanying property.

**9.3** The Carrier shall have the right to confiscate any articles carried or contained in any luggage which the Carrier, in its sole discretion, considers dangerous or poses risk or inconvenience to the security of the Cruise Ship or persons on board.

**9.4** Passengers are prohibited from bringing on board any articles that can be used as a weapon, explosives, illegal or dangerous goods.

**9.5**The Carrier reserves the right to search any cabin, berth or other part of the Cruise Ship for security reasons at any time.

## **10. FITNESS TO TRAVEL**

**10.1**In order to ensure that the Carrier is able to carry passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities, including flag state, the Passenger warrants that he/she is fit to travel by

sea and that his/her conduct or condition will not impair the safety of the Cruise Ship or inconvenience other persons onboard.

**10.2** If it appears to the Carrier, the Master or the Cruise Ship's doctor that a Passenger is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to land at any port, or likely to render the Carrier liable for Passenger maintenance, support or repatriation, then the Carrier or the Master shall have the right to take any of the following courses: (i) To refuse to embark the Passenger at any port; (ii) To disembark the Passenger at any port; (iii) To transfer the Passenger to another berth or cabin; (iv) If the Cruise Ship doctor considers it advisable, to place or confine him/her in the Cruise Ship's Hospital or to transfer the Passenger to a health facility at any port, at the Passenger's expense (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port, provided that the ship's doctor and/or Master considers that any such steps are necessary.

**10.3** Unless provided under any applicable law, where a Passenger is refused embarkation as a result of safety and/or fitness to travel, the Carrier shall not be liable for any loss or expense occasioned to the Passenger thereby, nor shall the Passenger be entitled to any compensation from the Carrier.

**10.4** The Vessel has a limited number of cabins equipped for Disabled persons. Not all areas or equipment on the Vessel are suitable for access to Disabled Persons or Persons with Reduced Mobility.

**10.5** The Carrier reserves the right to refuse passage to anyone who has failed to notify it of their specific needs with regard to accommodation, seating or services required from the Carrier or terminal operator, or their need to bring medical equipment, or to bring a recognised assistance dog on board the Vessel, or of any other known disabilities, or who in the Carrier's and/or Master's opinion is unfit or unable to travel, or anyone whose condition may constitute a danger to themselves or others onboard on the grounds of safety.

**10.6** Passengers who need assistance and/or have special requests, or need special facilities or equipment with regard to accommodation, seating or services required or their need to bring medical and mobility equipment, must notify the Organiser at the time of booking. This is to ensure that the Passenger can be carried safely and in accordance with all applicable safety requirements. In order to ensure that the Carrier can provide the necessary assistance and there are no issues relating to the design of the passenger ship or port infrastructure and equipment – including

port terminals – which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger in a safe or operationally feasible manner. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing. If the Passenger cannot be carried safely and in accordance with applicable safety requirements then the Carrier can refuse to accept a Passenger or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety.

**10.7** Those Passengers confined to wheelchairs must furnish their own standard size wheelchairs. The ship's wheelchairs are available for emergency use only.

Where the Carrier considers it strictly necessary for the safety of the Passenger it may require a Disabled Person or Persons with Reduced Mobility to be accompanied by another person or a recognised assistance dog (according to clause 12.3) who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Carrier assessing the need of the Passenger on grounds of safety and may vary from Vessel to Vessel and/or itinerary to itinerary.

**10.8** Where any mobility or other equipment is lost or damaged by the fault or neglect of the Carrier then it is the Carrier's absolute decision as to whether to repair or replace such equipment. Unless the Carrier agrees otherwise and in writing, Passengers are limited to bringing two (2) items of such mobility or medical equipment on board per cabin with a total value not exceeding £ 2,200. All equipment must be capable of being carried safely and must be declared before the cruise. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

**10.9** Any Passenger who embarks, or allows any other Passenger for whom he or she is responsible to embark, when he/she or such other Passenger is suffering from any sickness, disease, injury or infirmity bodily or mental or to his/her or her knowledge has been exposed to any infection or contagious disease, or for any other reason is likely to impair the safety or reasonable comfort of other persons onboard or for any reason is refused permission to land at his/her or her port of destination, shall be responsible for any loss or expense incurred by the Carrier or the Master directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and consent in writing of the Carrier or the Master to such embarkation has been obtained.

**10.10**The Carrier reserves the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law.

**10.11**Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. The Carrier cannot for safety reasons carry pregnant Passengers of 24 weeks or more by the end of the cruise. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the Passenger will be safe during the passage.

**10.12**Failure to inform the Carrier and the Vessel's doctor of pregnancy will release the Carrier from any liability to the pregnant Passenger.

**10.13**The ship's doctor is not qualified to delivery babies onboard or to offer pre or post natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment. Pregnant Passengers are referred to the section herein headed "Medical Treatment" for information regarding the medical facilities onboard. **11. PASSENGER'S CONDUCT**

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## ***11. PASSENGER'S CONDUCT***

**11.1**The safety of the Vessel and all those onboard is of paramount consideration. Passengers must pay attention to and comply with all regulations and notices relating to the safety of the Vessel, her crew and passengers, the terminal facilities and immigration requirements.

**11.2** Passengers must at all times conduct themselves in a manner which respects the safety and privacy of other persons onboard.

**11.3** Passengers must comply with any reasonable request made by any member of staff, the Master or his/her officers.

**11.4** All Passengers must take care for their safety whilst walking on outside decks. Passengers and children should not run around the decks or other parts of the Vessel.

**11.5** Passengers' luggage must not be left unaccompanied at any time, unless different and reasonable instructions are given from the staff. Unaccompanied luggage may be removed and/or destroyed.

**11.6** The Passenger shall not bring onboard the Vessel any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance. Breach of these conditions and regulations shall render the Passenger strictly liable to the Carrier for any injury, loss, damage or expense and/or to indemnify the Carrier against

any claim, final penalty arising from such breach. The Passenger may also be liable for statutory fines and/or penalties.

**11.7** In order to ensure safety and security standards, it is strictly forbidden to bring food and beverage onboard the Vessels. In compliance with this/her regulation and in order to guarantee the above standards, during embarkation a careful check control will be carried out through all passengers luggage. The items that are allowed are: personal hygiene products, cleansing products, lotions, fluid medications for therapeutic use, baby gear and baby food items, dietary items prescribed by a physician. Any local or “typical” food item purchased during the cruise in any port of call will be collected and returned at the end of the cruise.

**11.8** The Passenger will in any event be liable for any injury, loss or damage occasioned by their breach of any of the prohibitions in these Conditions of Carriage and must indemnify the Carrier against any claim in respect thereof.

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## **12. ANIMALS/PETS**

**12.1** Animals and/or pets other than recognised assistance dogs are not allowed onboard the Vessel under any circumstances without the Carrier’s permission in writing. Any such animals or pets brought onboard by the Passenger without permission will be taken into custody and arrangements will be made for the animal to be landed at the next port of call at the Passenger’s sole expense.

**12.2** Whilst the Carrier and/or its servants and/or agents will take such care as is reasonable in all the circumstances in relation to the pet or animal, neither the Master nor Carrier is liable to the Passenger in respect of any loss or injury to the pet or animal whilst in the Carrier’s possession/custody.

**12.3** Recognised assistance dogs are subject to and must comply with national and EU Regulations regarding health, inoculations, training and travel. It is the passenger’s responsibility to have all necessary papers and check the position prior to the cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call.

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## **13. ALCOHOL**

**13.1** Alcoholic drinks, including wines, spirits, beer or other liqueurs are available for purchase onboard the Vessel at fixed prices. Passengers are not permitted to bring onboard any such drinks for use during the voyage, whether for consumption in their own cabins or

otherwise. Alcoholic drinks in any form will not be sold to Minors during the cruise. When the itinerary includes a port located in the U.S.A the same conditions will apply for any passengers under the age 21.

**13.2**The Carrier and/or its servants and/or agents may confiscate alcohol brought onboard by Passengers.

**13.3**The Carrier and/or its servants and/or agents may refuse to serve a Passenger alcohol or further alcohol where in their reasonable opinion the Passenger is likely to be a danger and/or nuisance to himself/herself, other passengers and/or the Vessel.

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#### **14. MINORS**

**14.1** All the provisions of clause 10 and the requirement of fitness to travel is applicable to all passengers including Minors.

**14.2**The Carrier does not accept unaccompanied Minors. Minors will not be allowed to embark unless they are accompanied by a parent or guardian or any other authorized person. Adult Passengers travelling with a Minor shall be fully responsible for that Minor's conduct and behaviour. Minors may not order or consume alcoholic beverages or participate in gambling. For the purposes of consuming alcoholic beverages and participate in gambling only, when the itinerary includes a port located in the U.S.A., Minors shall be intended any Passengers under the age of 21.

**14.3** The Carrier does not accept unaccompanied Minors. Minors will not be allowed to embark unless they are accompanied by a parent or guardian or any other authorized person. Adult Passengers travelling with a Minor shall be fully responsible for that Minor's conduct and behaviour. Minors may not order or consume alcoholic beverages or participate in gambling. For the purposes of consuming alcoholic beverages and participate in gambling only, when the itinerary includes a port located in the U.S.A., Minors shall be intended any Passengers under the age of 21.

**14.4** The adult passengers shall be liable to the Carrier and shall reimburse it for loss, damage or delay sustained by the Carrier because of any act or omission of the Passenger or Minor Passenger in the care of the adult.

**14.5** Minor Passengers are subject to all the terms contained in the Conditions of Carriage.

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#### **15. MEDICAL SERVICES BY INDEPENDENT CONTRACTORS**

**15.1**Medical services are available on board the Cruise Ship as a convenience to the Passenger. The Cruise Ship's doctor and medical personnel are independent contractors and are entitled to charge Passengers for hospitalisation, any medical services and medicines provided. The Cruise Ship's doctor and medical personnel are

not under the Master's control for treating Passengers, and the Carrier shall not be liable in any way for medical services or medicines provided or not provided.

**15.2** Medical facilities onboard and in the various ports of call may be limited. The Carrier shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required and is provided or ordered by the Carrier or the Master or the doctor, the Passenger concerned shall be liable for the full charge or cost thereof and shall indemnify the Carrier upon first demand of any costs incurred by the Carrier, its servants or agents.

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## **16. MEDICAL TREATMENT**

**16.1** It is the Passenger's obligation and responsibility to seek medical assistance from the qualified doctor onboard the Vessel as and when necessary during the cruise.

**16.2** The cruise ship's doctor is not a specialist and the ship's medical centre is not required to be and is not equipped to the same standards as a land-based hospital. The Vessel carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

**16.3** In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed.

**16.4** Passengers are advised to ensure that their insurance covers medical treatment, including any emergency repatriation costs.

**16.5** Medical facilities and standards vary from port to port and the Carrier makes no representations or warranties in relation to such standards.

**16.6** In relation to medical equipment which the Passenger intends to bring on board it is the responsibility of the Passenger to arrange delivery to the docks prior to departure of all medical equipment.

**16.7** The requirement for Passengers to notify at the time of booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried and/or carried safely.

**16.8** It is the Passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire

voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive.

**16.9** Passengers must be able to operate all equipment. If there are any particular conditions, Disabled or Reduced Mobility Passengers which require personal care or supervision then such personal care or supervision must be organised by the Passenger and at the Passenger's expense. The Vessel is unable to respite services, one to one personal care or supervision or any other form of carer for physical or psychiatric or other conditions.

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### **17. OTHER INDEPENDENT CONTRACTORS**

The Cruise Ship carries on board service providers who operate as independent contractors. Their services and products are charged as extras. The Carrier is not responsible for their performance or products. These contractors may include, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, shopkeepers and others providing services. The limitations referred to in clauses 22 and 23 shall apply to all independent contractors.

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### **18. TRAVEL PACKAGES AND SHORE EXCURSIONS**

Hotel accommodation and all transport (other than The Carrier's Cruise Ship) included in Package Tours or Shore Excursions, are operated by independent contractors even if sold by Agents or Organisers on board the Cruise Ship. "Package" shall have the same meaning as contained in the European Union and Council directive of 13 June 1990 on Package Holidays and Package Tours (90/314/ EEC). The Carrier shall not be responsible in any way for the conduct, products or services provided by such independent contractors.

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### **19. PASSENGER'S LUGGAGE AND PERSONAL PROPERTY**

**19.1** Guests are encouraged to limit their checked luggage to two suitcases and two pieces of hand luggage per person.

During the positioning cruises, the above guidelines represent the maximum limit allowed per person, provided that, in any case, the maximum amount of luggage in

each cabin does not exceed 100 kg and/or 8 pieces among all passengers in the same cabin. Prams and wheelchairs are always allowed. All luggage is to be kept in the cabin, keeping all exits free of any obstacles.

**19.2** Passenger's luggage and property shall include only personal belongings, and any commercial property shall be subject to an additional charge.

**19.3** The Carrier shall not be responsible for any fragile or perishable property carried by the Passenger.

**19.4** No animals or birds are permitted on board, except for recognised assistance dogs licensed to Disabled Passengers or PRM, according to clause 12.3. The Passenger shall have full responsibility for such dogs.

**19.5** Passengers with their own wheelchairs must check that suitable accommodations are available at the time of booking, and a written addendum is signed by the Passenger and Company and is added to the Ticket and Contract. If medical- mobility- or other equipment is required this must be notified at the time of booking or within a reasonable time prior to the Cruise to enable the Carrier to assess whether such equipment can be carried safely. It is the passenger's responsibility to ensure that such equipment is in good working order and that the passenger can operate such equipment.

**19.6** All luggage must be securely packed and distinctly labelled. The Carrier shall not be liable for loss, damage or delay in delivery of any luggage, if luggage is not sufficiently labelled.

**19.7** The Carrier shall not be liable for loss or damage to Passenger's luggage or property while in the custody or control of stevedores or other independent shore side contractors.

**19.8** All luggage must be claimed upon arrival of the Cruise Ship at final port or it will be stored at Passenger risk and expense.

**19.9** The Passenger shall not be liable to pay or receive any general average contribution in respect of baggage or personal effects or property.

**19.10** The Carrier shall have a lien upon and the right to sell by auction or otherwise, without notice to the Passenger, any luggage or other property belonging to any Passenger in satisfaction of unpaid monies or of any other monies which may in any

way have become due by the Passenger to the Carrier or to its servants, agents or representatives.

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## **20. PASSENGERS' LIABILITY FOR DAMAGE**

The Passenger shall be liable for and shall reimburse the Carrier for any damage to the Vessel and/or its furnishings or equipment or any other property of the Carrier caused by any wilful or negligent act or omission by the Passenger or any person for whom the Passenger is responsible including, but not limited to, children under the age of 18 travelling with a Passenger.

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## **21. FORCE MAJEURE & EVENTS BEYOND THE CARRIER'S CONTROL**

The Carrier shall not be liable for any loss, injury, damage, or inability to perform the Voyage arising from any Force Majeure circumstances such as, but not limited to: war, terrorism - actual or threatened - fire, natural disasters, acts of God, labour strikes, bankruptcy, failure of subcontractors to perform, or any other events beyond the Carrier's control and/or any events which are unusual and/or unforeseeable.

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## **22. LIABILITY**

The liability (if any) of the Carrier for damages suffered as a result of death or personal injury to the Passenger, or loss or damage to luggage shall be subject to the following limitations and shall be determined in accordance with the following:

**22.1** The International Convention relating to the Carriage of Passengers and their luggage by Sea, adopted in Athens on 13 December 1974 and (the "Athens Convention"), as subsequently amended in 1976 and as incorporated with effects from 1 January 2013 by EU Regulation 392/2009 Concerning the Rights of Passengers when travelling by sea in the event of Accidents (EU Regulation 392/2009), shall apply to international carriage by sea where the port of embarkation or disembarkation is in the EU or where the vessel has an EU flag or where the contract of carriage is made in the EU. . The provisions of the Athens Convention and, where applicable, EU Regulation 392/2009 are hereby expressly incorporated into these conditions of carriage. Copies of the Athens Convention and EU Regulation 392/2009 are available

on request and can be downloaded from the Internet at [www.imo.org](http://www.imo.org). The Carrier shall be entitled to the benefit of all the limitations, rights and immunities provided by the Athens Convention and, where applicable, EU Regulation 392/2009 including the full deductible under Article 8(4) of the Athens Convention. The liability of the Carrier for death, personal injury or illness to the Passenger shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention or, where applicable, the maximum sum of 400,000 SDR pursuant to EU Regulation 392/2009 and, where there is liability for war and terrorism, 250,000 SDR. Liability of the Carrier for loss of or damage to Passenger's luggage or other property shall not exceed 833 SDR per Passenger under the Athens Convention or 2,250 SDR where EU Regulation 392/2009 applies. It is agreed that such liability of the Carrier shall be subject to a deductible of 13 SDR per Passenger, such sum to be deducted from the loss or damage to luggage or other property. The Passenger understands that the conversion rate of SDR's fluctuates daily and may be obtained from a bank or Internet. The value of an SDR can be calculated by visiting [http://www.imf.org/external/np/fin/data/rms\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx). If any provision of these Conditions of Carriage is rendered null and void by the Athens Convention or EU Regulation 392/2009, such invalidity shall be limited to the particular clause and not to the Conditions of Carriage.

**22.2** The Carrier's liability in relation to death and/or personal injury is limited and shall in no circumstances whatsoever exceed the limits of liability set out under the Athens Convention or, where applicable, EU Regulation 392/2009.

**22.3** The Carrier will only be liable in relation to death and/or personal injury and/or loss of or damage to luggage in the event that the Carrier and/or its servants or agents are guilty of "fault or neglect", as required by Article 3 of the Athens Convention, or where there is liability for a shipping incident, where EU Regulation 392/2009 applies. The limits of liability under the terms of the Athens Convention shall be applicable to the Carrier's servants and/or agents and/or Independent Contractors in accordance with Article 11 of the Athens Convention. Any damages payable by the Carrier shall be reduced in proportion to any contributory negligence by the Passenger as provided in Article 6 of the Athens Convention.

**22.4** It is presumed under the Athens Convention and where applicable EU Regulation 392/2009 that the Carrier has delivered luggage to a Passenger unless written notice is given by the Passenger within the following periods:

(i) in the case of apparent damage before or at the time of disembarkation or

redelivery

(ii) in the case of damage which is not apparent or loss of luggage within fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.

**22.5** If the carriage provided hereunder is not "international carriage" as defined in Article 2 of the Athens Convention or the Vessel is being used as a floating hotel and or non-international carriage by sea, the remaining provisions of the Athens Convention shall apply to this/her contract and be deemed to be incorporated herein mutatis mutandis.

**22.6** The Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Passenger for declared value protection. Use of the ship's safe is not a deposit with the ship. Where there is liability for loss of or damage to valuables deposited with the ship then such liability is limited to 1,200 SDR under the Athens Convention or 3,375SDR where EU Regulation 392/2009 applies. (ii) The Carrier and Passenger agree not to demand any security from the other in connection with a claim of any kind. The Passenger waives the right to arrest the Cruise Ship or to attach any other asset owned, chartered or operated by the Carrier. If the Cruise Ship is arrested or attached, then the ship and the Carrier shall have the right to any limitation and all defences available herein.

**22.7** In addition to the restrictions and exemptions from the liability provided in the Conditions of Carriage, the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of/or the global limitation on damages recoverable from the Carrier). Nothing in these Conditions of Carriage is intended to operate to limit or deprive the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servant and/or agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.

**22.8** Without prejudice to the provisions of 22.1 to 22.7 above, if any claim is brought against the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Conditions of Carriage are held to be legally unenforceable then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment

to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by the Carrier's own negligence or fault.

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### **23. EMOTIONAL/DISTRESS**

No compensation is payable by the Carrier to any Passenger for any emotional stress, mental anguish and/or psychological injury of any kind save where legally recoverable against the Carrier as a result of any injury caused by an accident due to the fault or neglect of the Carrier.

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### **24. SHORE EXCURSIONS**

The Terms and Conditions of Carriage, including limitation of liability, are applicable to the shore excursions purchased, whether in the form of a ticket coupon or voucher, whether prior to embarkation or from the Carrier after embarkation.

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### **25. APPLICABLE LAW**

The applicable law for these Conditions of Carriage shall be Italian law.

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### **26. JURISDICTION**

**26.1** Unless differently provided by any applicable law, for all claims against the Carrier shall be brought in and be subject to the exclusive jurisdiction of the Courts of Naples, Italy.

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### **27. NOTICES OF CLAIMS**

(A) The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by the Passenger to the Master whilst onboard the Vessel.

(B) Notices of claim for death, illness, emotional stress or personal injury, with full particulars in writing shall be given to the Carrier and the Cruise Ship within six (6)

months (185 days) after the date such death, injury, or illness occurring.

(C) Notices of Claim for loss or damage to luggage or other property shall be given to the Carrier in writing before or at the time of disembarkation, or if not apparent, within fifteen (15) days from the date of disembarkation.

(D) Complaints under EU Reg. 1177/2010 concerning accessibility, cancellation or delays must be made to the Carrier within two (2) months from the date the service was performed. The Carrier shall respond within 1 month to advise whether the complaint is substantiated, has been rejected or is still being considered. A final reply shall be provided within two (2) months. The Passenger shall provide such further information as may be required by the Carrier to deal with the Complaint. If the Passenger is not satisfied with the response then it may complain to the relevant enforcement body in the country of embarkation.

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## ***28. TIME LIMITS FOR FILING SUIT***

All claims against the Carrier or the Cruise Ship for death, illness, emotional stress or personal injury to a Passenger or for loss or damage to luggage or other property shall be time barred after two (2) years from the date of disembarkation as provided by Article 16 of the Athens Convention and or where applicable EU Regulation 392/2009.

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