

## Celestyal Cruise's Conditions of Carriage of Passengers and their Luggage

### IMPORTANT NOTICE

**THESE CONDITIONS OF CARRIAGE SET OUT THE RELATIONSHIP, RESPONSIBILITIES AND LIABILITIES BETWEEN THE CUSTOMER AND THE CARRIER. THE CARRIER'S CONDITIONS OF CARRIAGE LIMIT THE CARRIER'S LIABILITY FOR DEATH AND/OR PERSONAL INJURY. ALL CUSTOMERS ARE REQUIRED TO READ THE CONDITIONS OF CARRIAGE WHICH ARE EXPRESSLY INCORPORATED INTO THE CUSTOMERS CRUISE HOLIDAY CONTRACT WITH THE COMPANY/ORGANISER AND WHICH SHALL BE BINDING ON ALL CUSTOMERS INCLUDING MINORS WHETHER THEY HAVE READ THEM OR NOT.**

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#### **Non-Transferability**

The Carrier agrees to carry only the person(s) named in the Customer Contract issued by the Company /Organizer on the date and on the vessel or any substitute vessel, and cabin type indicated in the Customer Contract.

#### **1. Definitions**

**In these Conditions of Carriage unless the context otherwise requires, the following expressions shall have the meaning assigned to them:**

**“Carrier”** means Celestyal Cruises Centre Limited, of the Republic of Cyprus and the Vessel itself (or a substitute vessel) and is to include the registered beneficial owner and/or charterer whether bare boat/demise charter, time charterer, sub-charterer, manager or operator of the Vessel and all Carriers as defined pursuant to EU Regulation 392/2009 and the Athens Convention.

**“Conditions of Carriage”** means any conditions of carriage of the carrier, providing transport of any kind. These embody the provisions of the law of the country of the carrier concerned and may be subject to international convention; either or both of which may limit or exclude the liability of the carrier. The Customer Contract incorporates the Conditions of Carriage as express terms.

**“Disabled Person” or “Person with Reduced Mobility”** 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 or as a result of age, and whose situation needs appropriate attention and adaption to his particular needs the service made available to all passengers.

**“Doctor”** means the medical doctor(s) onboard the Vessel.

**“Luggage”** means any property belonging to or carried by any Passenger, including baggage, packages, suitcases, trunks, effects, articles, cabin luggage, hand luggage, articles worn by or carried by the Passenger, or deposited with the purser for safe custody, vehicles and any other property whatsoever.

The **“Master”** is the Captain or person in charge of the carrying vessel at any given point and having command of the Cruise Ship.

**“Minor”** means any person under the age of 18 years of age.

**“Organizer”** “Organiser” means the party with whom the Customer has entered into the Contract for the cruise and/or package as defined under the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements which includes the cruise onboard the Vessel or other equivalent.

**“Passenger”** means any person or persons, including children, named on the relevant Customer Contract or who sail on the Vessel. The word ‘Customer is also used synonymously with ‘Passenger’.

**“Customer Contract”** means the contract between the Passenger and the Company/Organizer.

**“Shore Excursion”** means any excursion offered for sale 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 Customer Contract or any substituted vessel owned or chartered or operated or controlled by the Carrier.

## 2. **Headings**

In these conditions headings are for convenience only and are not to be used as an aid to construction.

## 3. **Liability for Death, Injury and/or Loss of or Damage to Luggage**

3.1. The liability (if any) of the Carrier for death and/or personal injury to Passengers and/or the loss of or damage to Luggage during the passage shall be determined in accordance with EU Regulation 392/2009 (hereinafter referred to as “Regulation 392/2009”) and or where applicable the Athens Convention 1974 or the Athens Protocol of 2002

3.2. The provisions of the Regulation 392/2009 apply to Sales in the EU and or where the cruise commences or finishes in an EU port where there is international carriage by sea and where applicable the Athens Protocol 2002 or

the Athens Convention are hereby expressly incorporated into these Conditions of Carriage. A copy of the Athens Convention is available on request and may be downloaded from the Internet at [www.celestialcruises.com](http://www.celestialcruises.com). Further information concerning the Regulation 392/2009 and its full text may be found on the European Commission website ([http://ec.europa.eu/transport/themes/passengers/maritime/index\\_en.htm](http://ec.europa.eu/transport/themes/passengers/maritime/index_en.htm)). A summary of Regulation 392/2009 can be found at <http://ec.europa.eu/transport/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>. It is presumed under Regulation 392/2009 and the Athens Convention that the Carrier has delivered Luggage undamaged 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 15 days from the disembarkation or delivery or from the date and such redelivery should have taken place.

3.3 The Carrier is not liable for loss of or damage to cash, negotiable security, jewellery, ornaments, tools of trade, computers, works of art or any other valuables unless deposited with the Carrier specifically for the purposes of safekeeping. In those circumstances the Carrier's liability will still be limited to the amounts payable under Regulation 392/2009 and where applicable the Athens Protocol 2002 or The Athens Convention. Safe deposits in cabins are not deposits with the Carrier.

#### 4. **Limitation of Liability- Limits of Liability**

4.1. Any liability in respect of death and personal injury and loss of and damage to luggage which the Carrier may incur to the Passenger during international carriage by sea, whether under the Contract in accordance with these Conditions or otherwise, shall always be subject to the limits of liability contained in Regulation 392/2009 and where applicable the Athens Protocol 2002 or the Athens Convention. Where there is a shipping incident as defined by Regulation 392/2009 the Passenger has a right to compensation from the Carrier or the Carrier's insurance provider of up to 250,000 Special Drawing Rights (SDR) (£270,875.57 or €303,703.24 or USD 345,826.91) in any event, with the exception of circumstances beyond the Carrier's control (i.e. act of war, natural disaster, act of a third party). Compensation can go up to 400,000 SDR (£433,400.91 or €485,925.18) unless the Carrier proves that the incident occurred without his fault or neglect. In the case of a non-shipping incident: the passenger has a right to compensation from the Carrier of up to a maximum sum of 400,000 SDR (£433,400.91 or €485,925.18 or USD 553,323.054), if the Passenger proves that the incident was the result of the Carrier's fault or neglect. The limits for death /personal injury under the Athens Convention are 46,666 SDR (£50,562.72 or €56,690.46 or USD 64,553.434) per passenger.

4.2.

Limits of liability or cabin luggage are 2250 SDR (£2,437.88 or €2,733.33 or USD 3,112.44) per Passenger pursuant to Regulation 392/2009 and the Athens Protocol of 2002 and 833 SDR (£902.56 or €1,011.94 or USD 1,152.30) per Passenger pursuant to the Athens Convention. The Carrier will have no liability for valuables unless deposited with the ship's purser, in which case liability will be limited to 3375 SDR (£3,656.82 or €4,099.99 or USD 4,668.66) pursuant to Regulation 392/2009 or where applicable the Athens Protocol 2002 or 1200 SDR (£1,300.20 or €1,457.78) pursuant to the Athens Convention. References to limits per passenger are per carriage. The above referenced approximate conversion rates are based on exchange rates as of 29 November 2018. SDRs are a monetary unit of the International Monetary Fund and current exchange rates can be found in major financial newspapers or at [www.ifm.org](http://www.ifm.org).

Where the vessel is used as a floating hotel then the limits of liability applicable to the Athens Convention will apply in respect of Non-International carriage by sea, the carrier contractually incorporates the provisions of the Athens Convention. The provision of the 1996 Protocol applying a limit of 175,000 units of accounts per passenger may apply to domestic Sea Carriage and or Inland waterways.

**Fault/Neglect**

4.3. The Carrier will only be liable in relation to death or personal injury and/or loss 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 as set out in Regulation 392/2009 in respect of a Shipping Incident.

**Contributory Negligence**

4.4. 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.

**Global Limitation of Liability**

4.5. In addition, the Carrier shall have the 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 liability and/or the global limitation on damages recoverable from the Carrier) and 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 of liability. The servants and/or agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.

**Period of Liability of Carrier**

4.6. The responsibility of the Carrier is limited to the period(s) while the Passenger and/or his or her Luggage are on board the Vessel and/or any tenders and/or property owned or being operated by the Carrier.

### **Time Limits**

- 4.7. The time in which a claim may be brought under the Regulation 392/2009 or where applicable the Athens Protocol 2002 or the Athens Convention is limited to a period of 2 years from the date of disembarkation and or as set out in Article 16 of the Athens Convention or Article 9 of the Athens Protocol 2002. The time limits for providing written notice of and filing all other claims is governed by the provisions of section 7, below.

### **5. Potential non-applicability of exemptions etc**

Without prejudice to the provisions of clauses 3 and 4 hereof, 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 person or property arising out of any cause of whatsoever nature not shown to have been caused by the Carrier's own negligence and or fault and neglect.

### **6. Independent sub-contractors**

The Carrier is not liable for or in connection with or arising out of any acts or omissions of any kind of any independent sub-contractors or concessionaires on board the Vessel and/or ashore, including but not limited to airlines, land transportation companies.

The Vessel carries onboard service providers who operate as independent contractors. Their services and products are charged independently. The Carrier is not responsible for their performance or products. These contractors may include doctor, medical personnel, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, spa personnel, beauticians, internet/I.T. personnel or other instructional concessionaires, art or other auctioneers, shopkeepers and others providing services. These contractors work directly for the Passenger when performing their services. The Carrier is not responsible for any such person's acts or omissions in providing goods or services to the Passenger.

The independent contractors including Shore Excursion providers do not at any time act as agents or representatives of the Carrier. The Carrier does not own or control any such independent contractors, makes no representation of any kind as to their performance and does not undertake to supervise their activities. Any Passenger using such services or activities shall be entering into a contract with the independent contractor or concessionaire and shall be deemed to agree and consent that any liability for any death, personal injury, illness, emotional distress, mental suffering or psychological injury to the guest or loss of or damage to property shall be the sole responsibility of the provider of such service or activity. The Carrier shall not be or become liable or responsible in any way for any act or omission of any such provider pertaining to or arising from or in connection with such services or activities.

7. **Submission of claims**

The Carrier shall not be under any liability in respect of any claim made under Regulation 392/2009 or where applicable the Athens Protocol 2002 or the Athens Convention whatsoever unless written notice of the claim is presented to the Carrier within six months from the date on which the claim arose and unless a suit or action is brought within one year from that date (with the exception of claims brought under Regulation 392/2009, the Athens Protocol 2002 or the Athens Convention which shall be brought within a two-year period specified in Article 16 of the Athens Convention). After the expiry of the said period any suit or action shall be time-barred.
8. **Shore Excursions**

The Conditions of Carriage including limitation of liability are applicable to any shore excursions purchased from and or provided by the Carrier.
9. **Pregnancy**
  - 9.1. The Carrier recommend that women who are less than 12 weeks pregnant should seek medical advice prior to travel. Women who are or will be 24 weeks pregnant at any stage of the cruise are required to produce a medical certificate of fitness to travel. 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.
  - 9.2. Pregnant passengers are referred to the section herein headed “Medical Treatment” for information regarding the medical facilities on board.
  - 9.3. The ship’s doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by the Carrier in respect of the inability to provide such services or equipment. The Passenger acknowledges and understands that travel by sea involves certain inherent risks, that medical evacuation or disembarkation may be delayed or impossible depending on the vessel’s location and current weather and sea conditions, and that medical facilities in nearby ports may be limited or non-existent.
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 represents and warrants that the Passenger is mentally and physically fit to travel and that the Passenger’s conduct will not impair the safety of the Vessel or inconvenience the other Passengers.

- 10.2 The Passenger is responsible to check with government authorities in all countries on the Vessel's itinerary in order to determine any vaccination requirements, required health certificates or visas, and health and safety warnings applicable to such ports. The Carrier assumes no responsibility for informing Passengers of such matters.
- 10.3 If it appears to the Carrier and/or the Master of the ship or ship's physician that a Passenger is for any reason whatsoever unfit to travel or likely to endanger his/her safety or endanger the safety or impair the comfort of others onboard or that the Passenger is likely to be refused permission to land at any port or to render the company liable for his/her maintenance, support or repatriation, then the Carrier and/or the Master of the ship shall be entitled at any time to take any of the following courses as appear appropriate to them without further liability namely:
- i. Refuse to embark the passenger at any particular port.
  - ii. Disembark the Passenger at any port.
  - iii. Transfer the Passenger from one berth to another.
  - iv. Confine the Passenger to a cabin or to the ship's hospital or other appropriate place on the Vessel.
  - v. Request the Passenger to remain in the cabin where Gastro intestinal or other contagious illness is diagnosed
  - vi. Administer first aid and/or medical treatment and/or 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 either the Master or ship's physician in their sole discretion considers necessary or appropriate that any such steps are necessary.
- 10.4 Passengers who need assistance and or have special requests or need special facilities or 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.
- 10.5 Passengers who need assistance and or have special requests or need special facilities or equipment must notify the Organiser at the time of booking, 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. 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. Passenger is therefore asked to provide to the Organiser full details at the time of booking if the Passenger or any person travelling in their booking is unwell, infirm, Disabled or has Reduced Mobility to ensure their safety and comfort on the Vessel.

If the Passenger or any person travelling in their booking need to bring any medical equipment on board, It is the Passenger's responsibility to notify the Organiser prior to booking if the passenger or any person in their booking need to have medical equipment on board so that the Organiser can transmit this information to the Carrier so that the Carrier can confirm that the medical equipment can be carried and/or carried safely.

If the Passenger/or any person travelling in their booking needs to bring a recognised assistance dog on board the vessel. Please note that assistance dogs are subject to national regulations.

- 10.6 Where the Carrier considers for the safety and comfort of the Passenger/ or any person travelling in their booking that it is strictly necessary it may require a Disabled Person or Persons with Reduced Mobility to be accompanied by another person (if the Passenger is not able to provide the assistance required by the Disabled Person or Person with Reduced Mobility) 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 particular needs of Passenger/ or any person travelling in their booking on the grounds of safety, this requirement may vary from vessel to vessel and/or itinerary to itinerary.
- 10.7 If the Passenger or any person travelling in their booking have any particular conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organized by the Passenger or person travelling in their booking and at their expense. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of care for physical or psychiatric or other conditions.
- 10.8 If after careful assessing the Passenger/ or any person travelling in their booking their specific needs and requirements, the Carrier concludes that the Passenger or that person cannot be carried safely and in accordance with applicable safety requirements then the Carrier can refuse to accept a booking or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety. The Carrier reserves the right to refuse to carry the Passenger or any person travelling in their booking who in the opinion of the Carrier is unfit for travel or whose condition may constitute a danger to themselves or others on the Cruise on the grounds of safety.
- 10.9 The Carrier reserves the right to refuse to carry the Passenger or any person travelling in their booking who has failed to adequately notify the Organiser/Carrier of any Disabilities or needs with regard to accommodation, seating or for assistance, to bring medical equipment or a recognised assistance dog on board the vessel or services required from the terminal operator. If the Passenger or the person travelling in their booking do not agree with a decision of the Carrier then the Passenger or the person travelling in their booking must

provide a complaint in writing with all supporting evidence to the Organizer and the matter will be considered by a Senior Manager.

- 10.10 For the safety and comfort of the Passenger or any person travelling in their booking, if the Passenger or any person in their booking become aware between the date of booking the Package and the date of commencement of the Package that the Passenger or they will require special care or assistance as detailed above then the Passenger and they are asked to inform the Organizer immediately so that the Organiser can transmit this information to the Carrier in order for the Carrier to make an informed assessment whether or not the Passenger or any person travelling in their booking requiring such special care or assistance can be carried in a in a safe or operationally feasible manner.
- 10.11 The Vessel has a limited number of cabins equipped for disabled persons. Not all areas of or equipment on the Vessel are accessible to disabled persons or suitable for access to disabled persons. The Carrier reserves the right to refuse passage to anyone who has failed to notify it of such disabilities or who in the Carrier's and/or Master's opinion is unfit for travel or anyone whose condition may constitute a danger to themselves or others onboard.
- 10.12 The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has guaranteed provision of these services to the passenger or Organiser in writing.
- 10.13 Those passengers confined to wheelchairs must furnish their own standard size wheelchairs and must be accompanied by a travelling companion fit and able to assist them. The ship's wheelchairs are available for emergency use only.
- 10.14 Any passenger who has any form of mental or physical disability or who is experiencing any form of mental or physical illness either of which disability or illness could effect his or her fitness for travel must submit prior to sailing a doctor's certificate certifying the passenger's fitness to travel.
- 10.15 Any Passenger who embarks, or allows any other Passenger for whom he or she is responsible to embark, when he or she or such other Passenger is suffering from any sickness, disease, injury or infirmity, bodily or mental, or to his 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 on board, or for any reason is refused permission to land at his 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.

- 10.16 For reasons of health and safety the Carrier and or the Organiser and or health authorities in any port shall be entitled to administer a public health questionnaire. The Passenger shall supply accurate information regarding symptoms of any illness, including but not limited to, gastrointestinal illness. The Carrier may deny boarding to any passenger that it considers in its sole discretion to have any symptoms of any illness including viral and or bacterial illness, including but not limited to Norovirus. Refusal by a Passenger to complete the questionnaire may result in denied boarding.
- 10.17 Where a Passenger is diagnosed by the Vessel's doctor with viral or bacterial illness, the Carrier may request the Passenger to remain in his/ her cabin for reasons of health and safety. Refusal to do so may result in disembarkation where the doctor and or master consider this to be a real threat to health and safety of those on board the vessel.
- 10.18 Where a Passenger is denied boarding and or is disembarked and or confined to his/ her cabin as a result of health and or fitness to travel, the Carrier shall not be liable for any loss or damage or expense occasioned to the Passenger thereby, nor will the Passenger be entitled to Compensation from the Carrier. Passengers are strongly advised to take out appropriate travel insurance.

#### **11. Charges for Medical Attention**

- 11.1 All health, medical or other special or personal services provided by the Vessel will be charged to the Passenger.
- 11.2. 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 physician on call (if any), the Passenger concerned shall be liable for the full charge or cost thereof and the Passenger shall fully indemnify the Carrier upon first demand for any costs incurred by the Carrier, its servants or agents.
- 11.3. Passengers who by reason of illness or through any other cause require special or extra accommodation, or special or extra attention, in the course of the voyage, and not originally provided for, will be charged accordingly for the same.

#### **12. Medical Treatment**

- 12.1 The Passenger acknowledges that whilst there is a qualified doctor onboard it is the Passenger's obligation and responsibility to seek medical assistance if necessary during the cruise.
- 12.2 The 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 in accordance with its flag state requirements. 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. The

Carrier does not supervise or control the ship's physician or shipboard medical staff in their medical treatment of Passengers and shall not be liable for any act or omission of the ship's physician or shipboard medical personnel.

- 12.3 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. Passengers are advised to take out appropriate insurance covering medical treatment and emergency air ambulance or other repatriation. The Carrier accepts no responsibility whatsoever in relation to medical facilities provided ashore. Medical facilities and standards vary from port to port. The Carrier makes no representations or warranties in relation to the standard of medical treatment ashore.

### **13 Medical Equipment**

- 13.1 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.
- 13.2 The requirement for Passengers to notify the Organiser 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 by the Carrier.
- 13.3 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. Save where the Carrier agrees in writing each passenger is limited to two items of medical equipment at a total value of €5,000.
- 13.4 Passengers must be able to operate all equipment. If there are any particular conditions, Disabled or Reduced Mobility 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 provide respite services, one to one personal care or supervision or any other form of carer for physical or psychiatric or other conditions.

### **14 Minors**

- 14.1 The Carrier does not accept unaccompanied minors under 18 years on the date of outward travel and children will not be allowed to embark unless they are accompanied by a parent or guardian. Children on board should be supervised by a parent or guardian at all times, and are welcome at activities on board or at shore excursions provided that a parent or guardian is present. Children cannot remain on board if their parent(s) or guardian go(es) ashore.

- 14.2 The Vessel's casino is subject to flag state gambling laws. No minors are allowed to gamble in the casino.
- 14.3 In the interests of preventing minor from gambling and for the comfort and enjoyment of adult Passengers, minors are not allowed in the casino areas when the casino is open.
- 14.4 Every adult Passenger travelling with any minor Passenger shall be responsible for the conduct and behaviour of the minor Passenger, shall be responsible for ensuring minor passengers do not purchase or consume alcohol AND 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 minor Passenger.
- 14.5 Minor Passengers are subject to all the terms contained in these Conditions of Carriage.

## **15 Conduct**

- 15.1 The Passenger agrees to abide by the Carrier's company's rules and regulations and all orders and directions of the master and the Vessel's officers.

At all times the decision of the Carrier's representative will be final on all matters likely to endanger the safety and well being of the cruise. By booking with the Organizer, the Passengers and the authorized members of their party agree to abide by the authority of the Carrier's representative. The Passenger and their party must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. Should the Passenger fail to comply with the above or commit any illegal act when on the cruise or, if in the opinion of the Carrier's representative, the Passengers or anyone in their party's behaviour is causing or is likely to cause danger, distress or annoyance to others the Carrier may terminate that Passenger's or the specific passengers travel arrangements without any liability on the Carrier's part and the Passenger will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

- 15.2 The Passenger must report all illnesses and or accidents in which he/she is involved or witnesses on board the vessel, the gangway and or its tenders to an officer of the Carrier immediately and shall complete all necessary documents and provide such statements or assistance to the Vessel's officers as may be requested by them and or any enforcing authorities and or government agencies. The Carrier shall be under no liability whatsoever in respect of any claim for illness or injury, which was not reported by the Passenger to an Officer while on board the Vessel
- 15.3 Expenses of any kind including fines or penalties, or duties or other charges incurred by the Carrier and attributable to the Passenger's failure to comply

with the regulations of the Vessel or any government or authority shall be paid to the Carrier by the Passenger on demand.

- 15.4 The Passenger shall be liable to the Carrier and shall reimburse it for all loss, damage or delay sustained by the Carrier because of any act or omission of the passenger including but not limited to breaches of paragraphs 15 to 17.

## **16 Dangerous Goods or Articles**

The Passenger shall not bring on board the Vessel any illegal drugs or other illegal items, knives, firearms, weapons, goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance or item. To do so shall be a breach of these conditions and regulations and 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, fine or penalty arising from such breach (including but not limited to legal and other professional costs incurred in dealing with such claims, or proceedings in respect of fines or penalties on a full indemnity basis). The Passenger may also be liable for statutory fines and/or penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and/or search the cabin, Luggage (whether or not in the cabin), other property or person of any Passenger at any time with or without notice and Passenger hereby consents to such entry and search.

## **17 Safety & Security**

- 17.1 The health and safety of the Vessel and all those onboard is of paramount consideration. Passengers must pay attention and comply with all regulations and notices relating to the safety of the Vessel, her crew and Passengers, the terminal facilities and immigration requirements.
- 17.2 Passengers must at all times conduct themselves in a manner, which respects the safety and privacy of other persons onboard.
- 17.3 Passengers must comply with any reasonable request made by any member of staff, the Master or his Officers.
- 17.4 No firearms or other weapons of any nature shall be brought onboard the Vessel. The Master and/or the Carrier have the right to confiscate, detain or otherwise deal with such weapons and persons carrying or transporting such items may be disembarked without any further liability to the Carrier.
- 17.5 It may be necessary for security reasons for servants or agents of the Carrier to search passengers, cabins and/or the baggage and goods travelling with them. The passenger hereby consents to all such searches and agrees to allow such search upon being requested by the Master of the ship or other authorised servants or agents of the Carrier to do so. The passenger further agrees to the

removal, confiscation, detention or handling of any object, which may in the opinion of the Carrier impair the safety of the Vessel or cause inconvenience to the passengers.

17.6 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.

17.7 Passenger's Luggage must not be left unaccompanied at any time. Unaccompanied Luggage may be removed and destroyed.

## 18 **Animals/Pets**

18.1 With the exception of certified recognized assistance dog, animals and/or pets are not allowed onboard the vessel under any circumstances.

18.2 Any animals and/or pets brought onboard by any Passenger will be taken into custody and arrangements made for the animal to be landed at the next port of call. The Passenger shall be liable for the cost of disembarking any such pet or animal and/or any fines. Passengers carrying animals and/or pets onboard except as provided in paragraph 18.5, below, may be disembarked with no further liability to Carrier.

18.3 The Carrier will not be liable to the Passenger in any circumstances in relation to the cost of the disembarkation or any other expense to which the Passenger is put.

18.4 Whilst the Carrier and its servants and/or agents will take such care as is reasonable in relation to the pet or animal while it is in their possession they will not be liable to the Passenger in any circumstances in relation to any loss or damage of the pet or animal whilst in the Carrier's custody.

18.5 In the event that the Passenger requires use of a recognized assistance dog, while onboard, Passenger must provide Carrier notice of intent to bring such animal in advance of departure and must provide to the Carrier all of the following in writing: (1) a detailed description of the service animal including name, age, species of animal and breed, (2) a letter from a medical doctor certifying that the Passenger suffers from a disability which requires use of a service animal, (3) proof of specialized training or certification of the service animal, (4) proof of rabies and other vaccinations, (5) a health certificate from a licensed veterinarian dated within 30 days of departure attesting to the health of the service animal. Passengers bringing service animals onboard are responsible at all times for the health and hygiene of such service animal, Passenger shall indemnify Carrier from any and all liability caused by the presence of such service animal onboard Vessel. Carrier cannot guarantee that service animals will be permitted ashore in any port of call and guests are cautioned that animals may in some cases be subject to mandatory quarantine if brought into some ports. Passenger is advised to check

with all appropriate governments, consulates or embassies on the scheduled itinerary for any such quarantine or other restrictions.

## 19 **Liquor**

- 19.1 Alcohol will only be served to adults.
- 19.2 Where the fare paid by a Passenger includes food, it does not also include wines, spirits, beer, mineral waters or other liquors. These are available for purchase on board at fixed prices and Passengers are not permitted to take on board any such liquors for use during the voyage whether for consumption in their own cabins or otherwise.
- 19.3 The Carrier and/or its servants and/or agents may confiscate alcohol brought onboard by Passengers. Such alcohol will be returned to the Passengers at the end of the cruise.
- 19.4 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 a nuisance to himself, other Passengers and/or the Vessel.

## 20 **Visas**

- 20.1
- (i) All passports, visas and other travel documents required for embarkation and disembarkation and at all ports are the responsibility of the Passenger.
  - (ii) The Passenger, or if a child under the age of 18, its 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.
- 20.2 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 aboard and at the various ports to include the requirement of VISAs, emigration, customs, and health.

## 21 **Payments for extras**

Any account for purchase of liquors, or of any other extras whatsoever, including medical attention, must be settled in full, before the Passenger leaves the Vessel. Payment can be made in any currency in general use on board at the time of payment.

**22 Occupation of berths and cabins**

- 22.1 The Master or the Carrier may, if in his or their opinion it becomes advisable or necessary to do so, at any time transfer a Passenger from one berth to another, making a charge if he, in his absolute discretion, considers appropriate.
- 22.2 If for any reason whatsoever Passengers remain on board after the arrival of the Vessel at their port of final destination at the end of the Cruise, the Carrier will require Passengers to pay for their maintenance at current rates for every night they remain on board.

**23 Deviations, Cancellations, Premature termination of the Cruise**

- (a) The Vessel's operation is subject to weather conditions, vessel traffic, government intervention, duty to assist other vessels in distress, availability of berth facilities, unusual and or unforeseeable circumstances and or circumstances which could not be foreseen or forestalled and or other factors beyond the Carrier's control. The Carrier may deviate, curtail, cancel, postpone and or terminate the Cruise at any time before or after its commencement for any reason whatsoever whether or not the Vessel may have deviated.
- (b) The Carrier may at any time deviate, curtail, delay, cancel, postpone and or terminate any Cruise;- (i) if the performance or further performance is hindered or prevented by causes beyond the control of the Carrier; or (ii) if the Master or the Carrier considers that such termination is for any reason whatsoever necessary for the safety and management of the Vessel or the Carrier.
- (c) If the Cruise is cancelled, postponed, curtailed, delayed and or terminated by the Carrier for any one of the reasons set out in clause 23 then neither the Carrier or Organiser will have any liability to the Passenger. If the cause was unusual and or unforeseeable and or the circumstances of which could not have been foreseen or forestalled, then neither the Carrier or Organiser shall be liable to the Passenger.
- (d) The Carrier does not guarantee that the Vessel will call at every advertised port of call or follow any particular route or time table. The Master and the Carrier shall have the absolute right to change or substitute the advertised schedule and/or ports of call for any reason whatsoever.

24 **Unavoidable and extraordinary circumstances beyond the Carrier's control**

The Carrier shall not be liable for any loss, injury, damage, or inability to perform the Voyage or provide all services or itineraries arising from any Unavoidable and Extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken by the Carrier including (without limitation) technical problems, war or threat of war, terrorist activity or the threat of terrorist activity, riots, civil commotion, disaster, Act of God, natural and nuclear disaster, fire, closure of ports, strikes or other industrial action, medical problems on board the ship or at intended ports, including, in each case, incidents of infectious or other diseases or illnesses, lawful deviation at sea in response to a distress call or other emergency and adverse weather conditions.

25 **Transfer to other transport**

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 vessel or, with the consent of the Passenger, to any other means of transportation bound for the Passenger's place of destination.

26 **Luggage**

- (a) The Passenger must pack all Luggage in substantial suitcases or trunks, fastened securely with case locks and strapped or roped to give added protection against damage or pilferage and clearly labelled with the Passenger's name and address. The Carrier shall not be liable to damage to suitcases or luggage items including broken handles, wheels, zippers, fabrics or other protrusions, all of which shall be considered ordinary wear and tear.
- (b) Luggage of Passengers must only contain their clothing and similar personal effects.
- (c) Any packages for storage in the cabin must not exceed 75cm in length, 58cm in width, and 23cm in depth. Only one such package per Passenger may be kept in each cabin. Additional space will be available for Passengers' other Luggage in the baggage room and in the hold.
- (d) The Carrier shall have a lien upon and a 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.

27 **Search of Luggage**

- (a) The Passenger, in the interest of international security and safety at sea and in the interest of the convenience of the other Passengers, agrees and hereby consents to a search being made of the Passenger's person, cabin, Luggage, other property and/or valuables whether physically, by way of screening, scanning or otherwise, by any servant, agent or independent contractor of the Carrier, prior to embarkation and/or at any other time during the cruise.
- (b) The Passenger agrees to the sequestration of any property following a search or otherwise, which may, in the opinion of the Carrier, Master and/or any officers on board the Vessel, be likely in any way, to inconvenience, endanger or impair health, safety or reasonable comfort of any person or persons whether on board or not, or endanger or impair the safety of the Vessel and/or her fittings, furnishings, machinery, equipment or any part thereof or prohibited by the terms of this Contract or by any relevant law.
- (c) The Passenger agrees to submit to such search upon being so requested by the Master.
- (d) Any member of the Carrier and/or Master's staff or crew shall be entitled to enter a Passenger's cabin to carry out necessary inspection, maintenance or repair work or for any other purpose associated therewith.

28 **Deposit of valuables**

Passengers may hand to the purser for safe custody money, watches, jewellery or other valuables, declaring the value thereof. For articles so deposited the purser will give a written receipt. In the event of loss of or damage to such valuables the Carrier shall only be liable up to the limit provided in paragraph 3 of Article 8 of the Athens Convention. The use of cabin safes is not depositing of valuables with the Vessel.

29 **Liability for damage**

**Passenger's liability**

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 the Passenger.

**Carrier's liability**

Notwithstanding anything to the contrary elsewhere in these conditions of carriage the Carrier shall not in any circumstances be liable to Passengers or anyone in

their party for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature. For claims not involving personal injury, death or illness or which are not subject to the Convention referred to above, any liability the Carrier may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Passenger paid for the Contract not including insurance premiums and administration charges. Where this relates to loss of and/or damage to luggage and/or other personal possessions then the Carrier liability will not exceed 600 Euro. The Carrier will not at any time be liable for any loss of or damage to valuables of any nature.

30. **General Average**

The Passenger is not liable in respect of his or her Luggage or personal effects to pay, nor entitled to receive any General Average contribution. However, other merchandise on board, whether accompanied or unaccompanied, will contribute to General Average.

31. **No authority to vary conditions**

These Conditions of Carriage may not be amended without written and signed consent from a Director of the Carrier.

32. **No Liability for Emotional Distress**

The Carrier shall not be liable to the Passenger for any emotional distress, mental anguish or psychological injury of any kind except where said emotional distress, mental anguish or psychological injury was the result of either (A) physical injury to the Passenger caused by the negligence or fault of the Carrier, (B) the Passenger having been at actual risk of physical injury and such risk was caused by the negligence or fault of the Carrier, or (C) was intentionally inflicted by a crewmember or the Carrier.

33. **Law and Jurisdiction**

All disputes and matters howsoever arising between the Passenger and the Carrier including in connection with the Carriage and or its execution and or, these Conditions, shall, unless the carrier expressly agrees otherwise in writing, be subject to the laws of the Republic of Cyprus and shall, subject to the provisions of the Athens Convention, be brought in the Courts of Nicosia, Cyprus to the exclusion of any other venue, law or jurisdiction.

34. **Conditions Severable**

Each of the provisions contained in these conditions shall be severable and if any of such provisions should be invalid, illegal or unenforceable the remaining provisions shall nevertheless have full force and effect.

35. **Applicability of Athens Convention and Regulation 392/2009**

If the carriage provided hereunder is not an "international carriage" as defined in Article 2 of the Athens Convention and or the Vessel is being used as a floating hotel, the provisions of the Athens Convention shall apply and be

deemed to be incorporated herein, mutatis mutandis. The provisions of Regulation 392/2009 may be extended in some cases to National Carriage. Unless this is the case the Provisions of the Athens Convention shall apply.

36. **Limitations Applicable to Other Entities**

All limitations and defences herein shall also ensure to the benefit of Organizer and Carrier's employees, agents, and independent contractors providing services aboard the Vessel.

37. **Addendum of Other Contracts**

The Conditions contained herein shall be binding upon all Passengers and shall be considered an addendum of any contract issued by Organizer. In the event of any conflict between these Conditions and the contractual terms of any Organizer, these Conditions shall prevail in relation to the Carrier.

38. **Lost and Found**

Any item left by the passenger on board the vessel shall be retained by the Carrier for a period of 6 months after which the Company shall have the right to donate the item to a recognised charity.