

# Booking Accommodation Terms and Conditions

**THESE ARE THE TERMS AND CONDITIONS, WHICH APPLY TO YOUR BOOKING. PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM.**

All Bookings featured in the Company's brochure and/or in the Official Website are offered for sale by MSC Cruises S.A, hereinafter referred as the "Company".

In these Booking Terms & Conditions the following expressions shall have the meanings defined hereunder:

**"Boarding Conditions"** means the terms and conditions under which the Carrier provides the Guest's boarding and stay. The Boarding Conditions may refer to the provisions of the law of the country of the Carrier and/or international conventions which may limit or exclude the liability of the Carrier. Copies of the Boarding Conditions are available to the Guests upon request.

**"Booking"** means the steps taken by the Client to enter into a Contract with the Company.

**"Booking Terms & Conditions"** means these terms and conditions and the information contained in the relevant Company's brochure, the Official Website and/or other information which will form the express terms of your Contract with the Company.

**"Carrier"** means the entity who has undertaken the obligation to carry the Guest from one place to the other as indicated in the Cruise ticket, airline ticket or other ticket issued for any other applicable transport and is thereby indicated on such documents as "carrier".

**"Company"** means MSC Cruises Limited, whose registered address is 5 Roundwood Avenue, Stockley Park, Uxbridge UB11 1AF.

**"Contract"** means the contract concluded between the Company and the Guest relating to the relevant booking which is evidenced by the issue of the confirmation invoice sent by the Company or its Sales Agent to the Guest.

**"Cruise"** means the Guest stay onboard a MSC Cruises vessel notwithstanding if the vessel is berthed or at sea.

**"Disabled Guest" or "Guest with Reduced Mobility"**; means any Guest whose mobility when using transports 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 impairment or as a result of age, and whose situation needs appropriate attention and adaptation to his/her particular needs for the services made available to all Guests.

**"Guest"** means each and every person, including minors, named either on the Booking confirmation or on the invoice or on a ticket issued by the Company.

**"Unavoidable and Extraordinary Circumstances"** means any unforeseeable and unpredictable event out of the Carrier's or the Company's control including Acts of God (such as, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riots, civil disturbances, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, nationalisation, government sanction, blockage,

embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service and/or any unforeseen technical problems with transport including changes due to rescheduling or cancellation or alteration of flights, closed or congested airports or ports.

“**Official Website**” means the set of related web pages, documents and hypertext links served from the web domain [www.msccruises.co.uk](http://www.msccruises.co.uk)

“**Sales Agent**” means the person or travel agency that sells or offers for sale the Holiday Package put together by the Company, on its own or on behalf of the Company.

## **1. BOOKING ACCOMMODATION PROCEDURE AND DEPOSIT**

- 1.1 In order to proceed with a Booking Accommodation, the Guest must contact the Company or one of the Company’s authorised Sales Agents or representatives.
- 1.2 The person making the Booking confirms, agrees and accepts that all persons named in the Booking request and on the invoice have agreed to be bound by the Booking Terms & Conditions and that he/she has authority to accept these Booking Terms & Conditions on behalf of all the persons named on the Booking request and invoice.
- 1.3 The Booking Accommodation requires a 2-night minimum stay. A non-refundable deposit of £100 per person is due and payable by the Guest at the time of Booking.
- 1.4 A Booking will be completed and the Contract will be effective only when the Company accepts the Booking by sending a confirmation invoice to the Guest or to the Guest’s Sales Agent.

## **2. CONTRACT**

- 2.1 Every contract is subject to availability at the time of Booking. No Contract shall be made until the deposit or the full amount (according to the present Booking Terms & Conditions) is paid and the confirmation invoice provided to the Guest.
- 2.2 Full payment is required no later than 63 days prior to check-in scheduled date.
- 2.3 If the Booking application is made within 63 days prior to check-in scheduled date, then full payment must be sent at the time of Booking.
- 2.4 If any Guest fails to pay the balance 63 days prior to check-in scheduled date, the Company has the right to cancel the Booking without notice and levy cancellation charges..

## **3. PRICE GUARANTEE**

- 3.1 No change to the contract price will be made once full payment has been received by the Company.

## **4. INSURANCE**

- 4.1 The Company strongly recommends that every Guest should have adequate insurance policy which covers them sufficiently during the stay on board.

## **5. PASSPORT AND VISAS**

- 5.1 When boarding, each Guest must present for inspection upon request, along with the Booking Confirmation, a valid passport as well as any visa, entry or exit permit, any Qatari ID, Resident Permit or Hayya Card (FanID). Company is not responsible for obtaining or checking visas for any Passenger, this is the responsibility of the individual Passenger. Guests are strongly advised to check for all legal requirements for travelling in Qatar to include the requirement of visas, immigration, custom and health.
- 5.2 Each Guest (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 Guest's failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.
- 5.3 The Carrier reserves the right to check and record details of the documentation in clause 5.1. The Carrier makes no representation and gives no warranties as to the correctness of any documentation that is checked.

## **6. FITNESS TO STAY ON BOARD**

- 6.1 In order to ensure that the Carrier is able to host Guests 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 the vessel's flag state, the Guest warrants that his/her conduct or condition will not impair the safety of the Vessel or inconvenience other persons onboard.
- 6.2 If it appears to the Carrier, the Master or the Vessel's doctor that a Guest is for any reason unfit to stay on board and/or likely to endanger safety, then the Carrier or the Master shall have the right to take any of the following courses: (i) to refuse to embark the Guest; (ii) to disembark the Guest; (iii) to transfer the Guest to another berth or cabin; (iv) if the Vessel's doctor considers it advisable, to place or confine him/her in the Vessel's hospital or to transfer the Guest to an ashore health facility at the Guest's expense; and/or (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Guest to a hospital or other similar institution ashore at the Guest's expense, provided that the ship's doctor and/or Master considers that any such steps are necessary.
- 6.3 Unless provided under any applicable law, where a Guest is refused embarkation as a result of safety and/or fitness to stay on board, the Carrier shall not be liable for any loss or expense occasioned to the Guest thereby, nor shall the Guest be entitled to any compensation from the Carrier.
- 6.4 The Vessel has a limited number of cabins equipped for Disabled Persons, available on a first come, first served basis. Not all areas or equipment on the Vessel are suitable for access to Disabled Persons.
- 6.5 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 stay on board, or anyone whose condition may constitute a danger to themselves or others onboard on the grounds of safety.

- 6.6 Guests 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 Company at the time of booking. This should include detailed information required to assist Company in making available accessible transport to Disabled Persons. Wheelchair users must specify whether they operate a manual or powered wheelchair and inform the Company whether they require portside or stadium facilities and services at the time of booking. This is to ensure that the Guests can safely embark, disembark and remain on board in accordance with all applicable safety requirements. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing. If any Guest cannot be carried safely and in accordance with applicable safety requirements, then the Carrier can refuse to accept a Guest or embarkation of a Disabled Person on the grounds of safety.
- 6.7 Wheelchair users must furnish their own standard size wheelchairs. The Vessel's wheelchairs are available for emergency use only. Where the Carrier considers it strictly necessary for the safety of the Guest it may require a Disabled Person to be accompanied by another person or a Recognised Assistance Dog who is capable of providing the assistance required by the Disabled Person. This requirement will be based entirely on the Carrier assessing the need of the Guest on grounds of safety and may vary from Vessel to Vessel.
- 6.8 Where any mobility or other equipment is lost or damaged by the fault or neglect of the Carrier then it is the Carrier's decision as to whether to repair or replace such equipment taking into account the reasonable requirements of the Guest. All equipment must be capable of being carried safely and must be declared at the time of booking. 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.
- 6.9 Any Guest who embarks, or allows any other guest for whom he or she is responsible to embark, when he/she or such other guest 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, 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 of 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 the consent in writing of the Carrier or the Master to such embarkation has been obtained.
- 6.10 Although the Vessel is planned to be berthed at all times at the Cruise Terminal in Doha, conditions may arise when it will be necessary to anchor offshore rather than alongside. When this is the case, the Carrier will use a tender to take Guests ashore. A tender is a small vessel and may not be suitable for persons with Disabilities or Reduced Mobility or balance problems. When using tenders, safety is the utmost priority and it is important that the Guests are able to use the tender safely. The Guests may be required to descend to a platform or pontoon and into the tender. There may be steps both up and down and Guests may need to navigate a gap between the platform and the tender (which can be approximately 1.5 ft).

Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day. Guests must be fit and mobile enough to access and disembark the tender. If Guests have impaired mobility, or use a mobility aid such as a stick, then they must carefully consider their ability to embark the tender safely before making their way down to the platform. Guests must take into consideration the use of steps, the possibility of a gap and height difference between the platform and the tender, and the potential sudden movement of the tender when making a decision. Wheelchairs and mobility scooters will not be carried by the crew to the tender. All Guests must be independently mobile enough to use the tenders. Ultimately, carriage by tender may be refused by the Master or any of his officers if there is any doubt as to the safety of any Guests.

All Guests must take extra care when stepping on and off the tender. There will be crewmembers there to guide and steady Guests as they embark and disembark but they cannot support, lift or carry Guests. The same precautions apply when Guests disembark the tender in the port.

## **7. DISABLED GUESTS AND GUESTS WITH REDUCED MOBILITY.**

7.1 The Company's and the Carriers' priority is always the comfort and safety of its Guests and in order to achieve this the Guest is asked at the time of Booking to provide as much detail as possible of the matters given below so that the Company and Carrier can consider its obligation to carry the Guest in a safe or operationally feasible manner, taking into account any issues relating to the design of the Guest ship or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage of the Guest which may have an impact on the Guests safety and comfort.

7.2 The Guest is asked to provide full details at the time of Booking if the Guest:

- a) Is unwell, infirm, Disabled or has Reduced Mobility;
- b) If the Guest requires a special Disabled cabin, since there is a limited number of these available and since the Company would like to, wherever possible, accommodate the Guest so that the Guest is comfortable and safe for the duration of the Cruise;
- c) If the Guest has any special seating requirements;
- d) If the Guest needs to bring any medical equipment on board;
- e) If the Guest needs to bring a recognised assistance dog on board the vessel (please note that assistance dogs are subject to national regulations).

7.3 Where the Company and/or the Carrier consider strictly necessary for the safety and comfort of the Guest and in order for the Guest to fully enjoy the Cruise, it may require a Disabled Guest or Guest with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Guest or Guest with Reduced Mobility. This requirement will be based entirely on the Company and/or the Carrier assessing the need of the Guest on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary. Guests confined to a wheelchair are asked to kindly furnish their own standard size collapsible wheelchair during the whole Holiday Package and might also be requested to be accompanied by a travelling Guest fit and able to assist them..

- 7.4 If the Guest has any particular conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organized by the Guest and at the Guest's 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.
- 7.5 If after careful assessing the Guest's specific needs and requirements, the Company and/or the Carrier concludes that the Guest cannot be carried safely and in accordance with applicable safety requirements then the Company can refuse to accept a Booking or embarkation of a Disabled Guest or Guest with Reduced Mobility on the grounds of safety.
- 7.6 The Company reserves the right to refuse to carry any Guest who has failed to adequately notify the Company of any disabilities or needs for assistance in order for the Company and/or the Carrier to make an informed assessment that the Guest can be carried in a safe or operationally feasible manner on the grounds of safety. If the Guest does not agree with a decision of the Company under clauses 7.5 to 7.6 of these Booking Terms & Conditions then the Guest must provide a complaint in writing with all supporting evidence to the Company.
- 7.7 The Company reserves the right to refuse to carry any Guest who in the opinion of the Company and/or 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.
- 7.8 For the safety and comfort of the Guest, if the Guest becomes aware between the date of Booking the Holiday Package and the date of commencement of the Holiday Package that he/she will require special care or assistance as detailed above, the Guest is asked to inform the Company immediately so that the Company and the Carrier can make an informed assessment whether or not the Guest can be carried in a safe or operationally feasible manner.

## **8. PUBLIC HEALTH QUESTIONNAIRE**

- 8.1 The Company and/or the Carrier and/or the health authorities in any port shall be entitled to administer a public health questionnaire on their own behalf. In addition to any Health and Safety measures that the Company may adopt, the Guest shall supply accurate information regarding symptoms of any illness including but not limited to gastrointestinal illness, H1N1 and COVID-19. The Carrier may deny boarding to any Guest that it considers in its sole discretion to have symptoms of any illness including viral or bacterial illness including but not limited to Norovirus, H1N1 and COVID-19. Refusal by a Guest to complete the questionnaire may result in denied boarding.
- 8.2 Where Guests become ill during the Cruise with viral or bacterial illness the ship's doctor may request them to remain in their cabin for reasons of safety.

## **9. FOOD ALLERGIES**

- 9.1 Guests are reminded that some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Guest has any known allergies, or is intolerant to any food, he/she is required to inform the Company at the time of Booking (by duly filling in a specific form) and further to report it to the Maître d'hôtel as soon as convenient after boarding the ship.
- 9.2 It is the responsibility of the Guest to ensure that he/she actively avoids any food he/she is allergic to. The Company will take all reasonable care if made aware in writing of any specific food or ingredient the Guest has an allergic reaction to and assist the Guest within reason to avoid

any such food or ingredients if made aware by the Guest according to clause 9.1 above; in absence of such information neither the Company, nor the Carrier will be held responsible for preparing special meals for the Guest or any other prepared meals consumed by the Guest. In case of multiple allergies/intolerances, even though informed according hereto, the Company or the Carrier might not be able to avoid the risk of cross-contamination during food preparation and therefore neither the Company, nor the Carrier will be held responsible if such contamination occurs.

## **10. MEDICAL ASSISTANCE**

- 10.1 Guests are strongly recommended to have comprehensive travel health insurance covering medical treatment and repatriation costs and expenses.
- 10.2 In compliance with Flag State requirements, there is a qualified doctor onboard and a medical centre equipped for first aid and minor conditions only. The Guest hereby acknowledges and accepts at the time of Booking that the medical centre is not equipped as a land based hospital and the doctor is not a specialist. Neither the Company, nor the Carrier, nor the doctor shall be liable to the Guest as a result of any inability to treat any medical condition as a result.
- 10.3 The Guest acknowledges that whilst there is a qualified doctor onboard the vessel, it is the Guest's obligation and responsibility to seek medical assistance if necessary during the Cruise and will be responsible to pay for onboard medical services.

## **11. MEDICAL EQUIPMENT**

- 11.1 It is important that Guests contact the manufacturer or supplier to ensure that any medical equipment they are intending to bring on board is safe to use. It is the responsibility of the Guests to arrange delivery to the docks prior to departure of all medical equipment and to notify the Company prior to Book if they need to have medical equipment on board so that the Company and the Carrier can ensure that the medical equipment can be carried safely.
- 11.2 It is the Guests 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. Guests must be able to operate all equipment.

## **12. BOOKING CHANGES REQUESTED BY THE GUEST**

- 12.1 The Guest is not entitled to replace himself with a third party.

## **13. CANCELLATION BY THE GUEST**

- 13.1 Cancellation of the Booking must be requested in writing (registered letter, email or fax) to the Company or via the Guest's Sales Agent. All tickets issued and the confirmation invoice must be returned together after the notice of cancellation.
- 13.2 Booking cancellation is subject to the following penalties:
  - Loss of deposit
  - 100% of the booking value

- no-show upon check-in scheduled date and time will be considered as a cancellation resulting in the above-mentioned cancellation fee of one hundred percent (100%) of the total value of the booking.

13.3 It may be possible for the Guest to claim these cancellation charges from his/her travel insurance provider, subject to any applicable deductibles. It is the Guest's responsibility to make such a claim under the terms of his/her insurance policy.

#### **14. BOOKING CHANGES EFFECTED BY THE COMPANY**

14.1 Arrangements for Bookings and Accommodations are made in advance by the Company. Very occasionally it may be necessary to alter them; therefore the Company expressly reserves the right to change the arrangements for the Booking and Accommodation should such changes become necessary or advisable for operational, commercial or safety reasons.

14.2 In the event of a significant alteration to an essential term of the Contract, the Company will inform the Guest or his/her Sales Agent of such change in writing as soon as reasonably possible.

14.3 The Company has the right to assign another cabin for the Guest, as long as it has similar characteristics. If there is a change in accommodation to a lower-priced cabin, the Guests affected by such change will be entitled to a refund of the price difference, according to the current rates.

#### **15. CANCELLATION BY THE COMPANY**

15.1 The Company reserves the right to cancel the Booking at any time by giving written notice to the Guest.

#### **16. THE COMPANY'S LIABILITY**

16.1 The liability (if any) of the Carrier for damages suffered as a result of death or personal injury to the Guest, or loss or damage to Luggage shall be determined in accordance with the following Conventions whose limits apply including in any claims for loss of or damage to Luggage and or death and or personal injury and are hereby expressly incorporated into these Boarding Conditions:

a) The International Convention relating to the Carriage of Guests and their Luggage by Sea 1974 (The Athens Convention 1974) or where applicable The Athens Convention 2002, or EU Regulation 392/2009 Concerning the Rights of Passengers when travelling by sea in the event of Accidents (EU Regulation 392/2009).

b) The Athens Convention 2002 where ratified and applicable to the boarding contract shall apply where EU 392/2009 does not apply.

c) For bookings where the Athens Convention 2002 does not apply and which are not made in the EU or the Vessel does not have an EU flag or and where the place of embarkation or disembarkation is not in the EU then the provisions of the Athens Convention 1974 and the limits therein shall apply and are hereby expressly incorporated into these Booking Conditions.

d) Copies of the Athens Convention 1974, 2002 and EU Regulation 392/2009 are available on request and can be downloaded from the Internet at [www.imo.org](http://www.imo.org) and [http://www.imo.org/en/About/Conventions/ListOfConventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Guests-and-their-Luggage-by-Sea-\(PAL\).aspx](http://www.imo.org/en/About/Conventions/ListOfConventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Guests-and-their-Luggage-by-Sea-(PAL).aspx).

e) A summary of EU Regulation 392/2009 can be found at <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=URISERV:tr0018&from=EN>

f) It is agreed that the Carrier shall at all times be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability thereunder.

g) If any provision of these Booking Conditions is rendered null and void by the Athens Convention 1974, Athens Convention 2002, or EU Regulation 392/2009 or otherwise then any such invalidity shall be limited to the particular clause and not to the Booking Conditions.

16.2 The level of damages a Carrier may be liable to pay in relation to death and/or personal injury and or loss of or damage to Luggage is limited and shall in no circumstances whatsoever exceed the limits of liability set out under the Athens Convention 1974 or, where applicable, The Athens Convention 2002 or EU Regulation 392/2009.

16.3 The liability of the Carrier for death, personal injury or illness to a Guest shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention 1974 or, where applicable, the maximum sum of 400,000 SDR pursuant to EU Regulation 392/2009 or The Athens Convention 2002 and, where there is liability for war and terrorism under EU Regulation 392/2009 or The Athens Convention 2002, the maximum sum of 250,000 SDR.

16.4 Liability of the Carrier for loss of or damage to a Guest's Luggage shall not exceed 833 SDR per Guest under the Athens Convention 1974 or 2,250 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies.

16.5 It is agreed that such liability of the Carrier shall be subject to the applicable deductibles per passenger, such sum to be deducted from the loss or damage to Luggage.

16.6 The Guests understand 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)

16.7 It is presumed under the Athens Convention 1974 and where applicable The Athens Convention 2002 or EU Regulation 392/2009 that the Carrier has delivered Luggage to a Guest unless written notice is given by the Guest within the following periods:

a) in the case of apparent damage before or at the time of disembarkation or redelivery;

or

b) 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.

16.8 The Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewelry, 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 Guests for declared

value protection. Use of the Vessel's safe is not a deposit with the Vessel. Where there is liability for loss of or damage to valuables deposited with the Vessel then such liability is limited to 1,200 SDR under the Athens Convention 1974 or 3,375 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies. The Carrier and the Guests agree not to demand any security from the other in connection with a claim of any kind. The Guests waive the right to arrest the Vessel or to attach any other asset owned, chartered or operated by the Carrier. If the Vessel is arrested or attached, then the ship and the Carrier shall have the right to any limitation and all defences available herein.

16.9 In addition to the restrictions and exemptions from the liability provided in the Condition 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 Boarding Conditions 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.

16.10 If any action is brought against any company pertaining and/or connected to the Carrier, the owners or the disponent owners, the Master or crew or any servant, agent or independent contractor of MSC, or against any person or entity having an interest in the relevant Vessel including but not limited to the operator of the Vessel, any of these persons or entities shall be entitled to avail themselves of all defences, limits of liability and indemnities that the Carrier is entitled to invoke under the Booking and under the provisions of law applicable including, but not limited to, the benefit of any defence to or limitation of liability. Save as provided in this clause, no third party shall have the right to enforce or apply any term hereof and the Contracts (Rights of Third Parties) Act 1999 is expressly excluded. The parties may vary the provisions of the Booking, or terminate it, without the consent of any third party who derives any right pursuant to its terms even if such variation or termination varies or terminates the rights of such third party.

16.11 Without prejudice to the provisions above, if any claim is brought against the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Booking Conditions 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.

## **17. GUEST'S RESPONSIBILITY**

18.1 The Guest has a duty to follow the instructions and orders of the master and Officers while onboard. The Guest hereby accepts and agrees that the master and officers are entitled and have authority to inspect any person on board, any cabin, baggage and belonging for safety, security or other lawful reasons.

18.2 The Guest hereby expressly agrees to allow any such search.

18.3 Guests must have received all necessary medical inoculations prior to the Cruise and have in their possession all tickets, valid passports, visas, medical cards and any other documents necessary for the scheduled ports of call and disembarkation.

18.4 Each Guest warrants that he/she is physically and mentally fit to undertake the Cruise.

- 18.5 The Carrier and/or the master have the right of refusing the boarding or order the disembarkation of any Guest should they deem it necessary, for the safety, security, of the Guest, of the other Guests or of the ship or should the Guest's conduct which, in the reasonable opinion of the master, is likely to endanger or impair the comfort and enjoyment of other Guests onboard.
- 18.6 No Guest shall bring any animals whatsoever, except for recognized service dogs, subject to clause 7 above.
- 18.6 the Company and/or the Carrier will be under no liability whatsoever to any Guest in respect of any breach or non-observance by any Guest of the provisions of this clause and any Guest shall indemnify the Carrier and the Company against any loss or damage occasioned to the Carrier or the Company or any of its suppliers by such breach or non-observance.
- 18.7 Guest's behavior must not affect and reduce the safety, peace and enjoyment of the Cruise by other Guests.
- 18.8 It is strictly forbidden for Guests to carry firearms, ammunition, explosives or flammable, toxic or dangerous substances, goods or articles on-board any Vessels which could be dangerous for the safety of Guests and the Vessels.
- 18.9 Guests shall be liable for any damage suffered by the Company and/or the Carrier and/or any supplier of any service that forms part of the Holiday Package as a result of the Guest's failure to comply with his contractual obligations. In particular, the Guest shall be liable for all damages caused to the vessel or its furnishings and equipment, for injury or loss to other Guests and third parties, and also for all penalties, fines and expenses attributable by the Guest that the Company, Carrier or supplier may be liable to pay.
- 18.10 Guests are not allowed to sell and/or purchase from other Guests or travel operators on board the ship any type of commercial services – including but not limited to shore excursions – which are not official offered by the Company or its agreed independent contractors.

## **19. COMPLAINTS**

- 19.1 Any Guest with a complaint whilst onboard must bring it to the attention of the Cruise staff onboard as soon as possible. If the Cruise staff is unable to resolve the problem, any complaint should be notified in writing to the Company within 10 days of the termination of the Cruise. Failure to report the complaint within this time may adversely affect the Company's ability to deal with it. Complaints relating to any other part of an Holiday Package must be made promptly to the Company or the supplier.
- 19.2 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
- 19.3 Complaints under EU Regulation. 1177/2010 concerning accessibility, cancellation or delays must be made to the Company 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 Guest shall provide such further

information as may be required by the Company to deal with the complaint. If the Guest is not satisfied with the response then it may complain to the relevant enforcement body in the country of embarkation.

## **20. DATA PROTECTION**

20.1 Personal data relating to individual Guests shall be collected, processed, stored and used securely and in accordance with relevant data protection laws. The Guests consent to the collection, processing, storing and use of their personal data to enable the Carrier to perform its services and provide accommodation to the Guest. This may include providing the Guests details to Governments, immigration, port state control, police, flag state and other competent authorities and or as may be required by law. In the case of emergencies, the Guests consent to the Carrier providing personal data to shore side doctors, next of kin, the Carrier's insurers and advisors and the Guest's medical insurers. Personal data shall only be kept for as long as is necessary or required by law.

## **21. VARIATION**

21.1 No variation of these terms shall be effective unless in writing and signed by the Company.

## **22. SMOKING POLICY**

22.1 Smoking is not permitted in any food service areas(buffets and restaurants) the medical centres, child-care areas, corridors or elevator foyers, areas where Guests are assembled in groups for safety exercises, disembarkation or tour departures, public toilets, or in bars close to areas where food is served is strictly prohibited.

22.2 Smoking in the cabins and on the cabin balconies is strictly prohibited.

22.3 Smoking is permitted in dedicated outside areas of each Vessel, indicated by signage, where ashtrays are provided.

22.4 The Carrier reserves the right to levy a fee should Guests be found smoking in non-designated area of the Vessel. Repeatedly smoking in non-smoking areas can ultimately lead to early disembarkation and prosecution by the authorities.

22.5 The Guest shall be liable for any damage caused by smoking.

22.6 Disposing of cigarette butts over the side of the Vessel is strictly prohibited.

## **23. LIABILITY OF EMPLOYEES, SERVANTS AND SUBCONTRACTORS**

23.1 The Vessel 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 of liability referred to into these Booking Conditions shall apply to all independent contractors.

23.2 The Carrier shall not be responsible in any way for the conduct, products or services provided by such independent contractors.

## **24. LAW AND JURISDICTION**

24.1 These Booking Conditions and any dispute arising thereof of whatever nature (including claims for death and or personal injury) brought by or on behalf of any Guest shall be subject to English law. Except as provided by law all claims of any nature related to these Booking Conditions shall be brought in and be subject to the exclusive jurisdiction of the High Court of London.

24.2 Without prejudice to the sub clause above, the Carrier shall be entitled to commence proceedings against any Guest in the place where that Guest normally resides.