

TERMS AND CONDITIONS OF CARRIAGE AT SEA

This document sets out important information about your booking, including the legal terms and conditions of the booking and the Cruise itself. You should read this document carefully before you sign the Booking Form overleaf.

We will act as the manager of your booking and in that capacity we will contract with you as a principal. You authorize us to enter into a contract on your behalf with the Carrier in respect of the Cruise, being the Passage Contract set out later in this document. We do not own or operate the Vessel and accept no responsibility whatsoever for acts or omissions, including negligence, of the Carrier. You acknowledge that we also act as the agent of the Carrier, and you expressly waive any concerns about conflict of interest, the basis of our remuneration or our acting in multiple capacities.

In the Booking Conditions and the Passage Contract:

“Carrier” means the owner of the Vessel;

“Company”, “we” and “us” mean Cruise & Maritime Voyages Pty Ltd;

“Cruise” means the cruise voyage covered by this booking as provided by the Carrier on the Vessel;

“Passenger” and “you” mean those persons named on the Booking Form overleaf as intending passengers on the Cruise;

“Vessel” means the Vessel on which the Cruise is conducted by the Carrier.

Booking Conditions

1. Booking & Insurance

Upon signing the Declaration in the Booking Form overleaf and paying the deposit applicable for all passengers named in the Booking Form (each a “Passenger”), each Passenger will enter into a contract on these Booking Conditions with us. This is a separate contract from the Passage Contract that will come into existence with the Carrier for the Cruise, once you have paid in full. The person signing the Declaration warrants that he or she has the authority to bind each Passenger to the Booking Conditions and the Passage Contract and indemnifies us and the Carrier against any loss or damage arising from a breach of that warranty. These Booking Conditions and the Passage Contract constitute the entire agreements between the parties and supersede all and any prior agreement, arrangement, representation or understanding in respect of the booking, the Cruise or any other matter.

2. Cancellation By You

Cancellation by you must be sent to us in writing and it will take effect when it is received by us. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):

Date Cancellation received

More than 90 days before departure	Cancellation
Deposit	
71 - 89 days before departure	30% of total price
50 - 70 days before departure	50% of the price
29 - 49 days before departure	75% of the price
28 days or less	100% of total price

No refunds will be made for tickets or services booked but not used, or for alteration charges. Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges detailed above.

3. Changes and Cancellation By Us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure/ website details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a “significant change”. If we make a significant change before departure (for example, a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of scheduled outward departure time of twelve or more hours, a change of Australian departure point to one which is significantly less convenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. If the chosen alternative is more expensive you may be asked to pay the difference, but if it is cheaper, you will receive a pro rata refund.
- (c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us save for amendment fees.

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements. The above options are not available where any change made is a minor one. If we have to make a significant change or cancel, we will pay you reasonable compensation if appropriate, depending on the circumstances and when the significant change or cancellation is

notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we are forced to cancel due to an insufficient number of people having booked the holiday in question (in which case we will notify you no later than eight weeks prior to your date of departure). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Please note: where arrangements with a higher price than the original ones are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if arrangements are offered by us and accepted by you with a higher price than that originally booked with the same cruise itinerary where no additional payment is made by you.

4. Fitness to Travel on the Cruise Ship, Pregnancy, Disability or Reduced mobility, Medical/ mobility equipment

The Company's priority is the comfort and safety of its passengers. You are asked at the time of booking to provide as much information as possible regarding any assistance that may be required in the port and on board the vessel.

The Company and the Carrier are entitled to administer a health questionnaire prior to boarding. You must advise prior to boarding the Vessel if you are suffering any symptoms. All Passengers must follow the Vessel's instructions and procedures relating to all matters including health, safety, hygiene and security

In order to ensure that the Carrier is able to carry passengers safely and in accordance with applicable safety requirements established by law or in order to meet safety requirements established by competent authorities including flag state every 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 Vessel or inconvenience the other passengers. The Company and the Carrier reserve 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 law.

If it appears to the Company or the Carrier, the Master or the Vessel'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) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger 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 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 Vessel's doctor and/or Master considers that any such steps are necessary.

Where a Passenger is refused embarkation as a result of safety and/or fitness to travel, neither the Company nor the Carrier shall be liable for any loss or expense occasioned to the Passenger thereby, nor shall the Passenger be entitled to any compensation from the Carrier.

“Disabled Person” or “Person with Reduced Mobility” includes 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 adaptation to his particular needs for the service made available to all passengers.

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. You must check with us at the time of booking to enable us to assess your needs with the Carrier. Not all ports of call will be accessible and some may be by tender. Please check at the time of booking in order to avoid disappointment. Some ports of call are not suitable for Persons with Reduced Mobility or wheelchairs. Some shore excursions may not be suitable for Disabled Persons or Persons with Reduced Mobility. You must check the itinerary at the time of booking. The decision will be made by the Company or the Master of the Vessel; it will be based on safety and will be binding. The facilities may vary from vessel to vessel and itinerary to itinerary.

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 equipment must notify the Company 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 Vessel 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 Company and/or the Carrier can

refuse to accept a Passenger or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety. If there are any particular conditions, Disabled Persons or Persons with 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. Where strictly necessary for the safety of the Passenger the Company and/or the Carrier can require before it accepts the booking that a Passenger is assisted by an accompanying person who is fit and able to provide the assistance required. The Company and the Carrier reserve 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. These needs must be notified at the time of booking.

Please note that assistance dogs are subject to regulations regarding travel. It is the Passenger's responsibility to 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. Assistance dogs must have all necessary papers and comply with national regulations regarding health, inoculations, training and travel.

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 Vessel's wheelchairs are available for emergency use only. 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. 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 Vessel does not carry any replacement and access to shore side care and equipment may be difficult and expensive. Passengers must be able to operate all equipment. Where any mobility or other equipment is lost or damaged by the fault or neglect of the Company then it is the Company's or Carrier's absolute decision as to whether to repair or replace such equipment. Unless the Company and/or the Carrier agree otherwise and in writing Passengers are limited to bringing 2 items of such mobility or medical equipment on board per cabin with a total value not exceeding A\$3,300. 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.

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/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 Company, 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.

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who will be up to 23 weeks pregnant at the end of the Cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for safety reasons carry pregnant Passengers who will be 24 weeks or more pregnant 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. The Vessel's doctor is not qualified to deliver 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. The Vessel's doctor is not a specialist and the Vessel'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.

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

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

5. Alteration By You

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the person who made the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to an administration fee of A\$100 as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should

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be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. If a customer is prevented from travelling it may be possible to transfer the booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

6. Our Responsibility

(1) Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we, the Carrier or any supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or natural disaster, adverse weather conditions, fire and all similar events outside our control.

The Company is not responsible for any improper or non-performance of any services forming part of the Cruise which are wholly attributable to the fault of the Passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Booking Conditions or Passage Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the Carrier or relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the Company and/or the Carrier or relevant supplier could not even with all due care have foreseen or forestalled.

(2) Subject to subclause (3), the Company will in no circumstances be liable for any loss or damage suffered by the Passenger including but not limited to death, personal injury, loss of or damage to baggage or other property and any consequential or economic loss, whether or not arising from the negligence of the Company, its servants or agents, the Carrier or any other supplier.

(3) Nothing in this clause shall be taken as an exclusion or modification of any term forming part of the Booking Conditions or the Passage Contract by the operation of the Competition and Consumer Act 2010 (Cth). In case of breach by the Company of such a term, the liability of the Company shall be limited to the amount of money representing the cost of providing the services to the Passenger under these Booking Conditions again.

(4) If for any reason the exclusion of liability in clause (3) is declared invalid or unenforceable then the liability of the Company shall in that case be limited in accordance with the applicable limits contained in the International Convention relating to the Carriage of Passengers and their baggage by sea adopted at Athens on the 13th day of December 1974, and all protocols to that Convention in force as at the date of the Passage Contract. Information concerning those limits is set out in the Passage Contract and is also available from the Company upon request or at www.imo.org.

(5) Notwithstanding anything to the contrary elsewhere in these Booking Conditions, the Company shall not in any circumstances be liable to you 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.

(6) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the Carrier or other supplier concerned about your claim or complaint as set out in clause 13 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

7. Suppliers' Conditions

Many of the services which make up your holiday are provided by independent suppliers. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. The Passage Contract governing your Cruise is set out below.

8. Passports, Visas, Health Formalities & Travel Documents

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your Doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. You must notify us regarding next of kin details and any other important information we request before your travel.

A full 10 year Australian passport is required for all of our holidays, and your passport must be valid for a full 6 months following your date of return to Australia. If you do not hold a valid 10 year Australian passport, please note it can take up to twelve weeks to obtain a new one. If you or any

member of your party is not an Australian citizen or holds a non-Australian passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. You must ensure you have the correct travel documents in your possession before departure, failing which you will be liable for any costs, which you or we may incur as a result. Please note that, very occasionally, a last minute change may entail entering an additional country. Please note children must now have their own passport.

It is your responsibility to ensure that you are fit to travel and to take all necessary medication etc. with you. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Any cancellation that arises due to visa/passport requirement will be subject to the cancellation charges detailed above.

9. Behaviour

If in our opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your Cruise or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost services will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the Carrier or other applicable supplier prior to departure from the service in question. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

10. Insurance

It is a condition of booking with us that you take out appropriate travel insurance. You are not permitted to travel with us without having adequate travel insurance in place. Your policy must include cover for cancellation charges and the cost of assistance, including repatriation, in an emergency and for all conditions including those which are pre-existing and you must provide details of your policy to us upon request. You must reimburse us fully for any costs or losses we incur as a result of your failure to comply with this clause.

11. Prices

Our current prices are calculated on exchange rates known on the 23 January 2014 (Source: Barclays Bank Plc). We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed, both on our website and in our brochures. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Please note that prices may go up and down at all times, and you will be notified of the final price of your chosen arrangements at the time of booking. Once the price of your chosen holiday has been confirmed by us, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs or dues, taxes or fees payable for services such as embarkation or disembarkation fees at ports increasing or decreasing or our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in "Changes and Cancellations by us". Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of the start of your holiday. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

12. Timings & Delays

Timings are estimates only and cannot be guaranteed, even if shown on

tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, and the ability of passengers to check in and board on time. Sometimes delays cannot be avoided but in such situations, in conjunction with our local agents or representatives, we will try to ensure your comfort during the course of any delay.

13. Complaints

If there is a problem during your holiday, you must report it onboard immediately or to the relevant supplier, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return. Failure to take either or both of these steps will prejudice our ability to resolve your problem and / or investigate it fully. In consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

14. Law & Jurisdiction

This contract and all matters arising out of it are governed by Australian law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with by the Courts of Australia only.

15. Special requests

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the Carrier or other relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this in writing. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

16. Voyager Grade bookings

Your cabin type is not guaranteed and will be notified to you after your booking is made. Voyager grade bookings will always cost less than the cheapest advertised confirmed category price. See our brochure/website for full details. Bookings can be made by telephone or online via our website. Please note that this booking facility can be withdrawn and reinstated at any point, as this offer is only intermittently available.

17. Sports & Recreational Activities and Equipment

Passengers will have the option to utilise Carrier furnished equipment and to participate in various sports and recreational activities during the Cruise. These activities may include but are not limited to tender transfers, snorkelling and swimming (collectively "activities"). Passengers acknowledge that: (a) there are risks and dangers involved with his or her participation in activities, and that these can be dangerous activities that can result in serious injury or death, (b) The Company, the Carrier and the Vessel cannot guarantee the safety or welfare of Passengers in any activities and that the Carrier is merely providing equipment and instruction to enhance the Passenger's enjoyment, (c) Passengers shall knowingly and voluntarily assume the risk of and shall indemnify the Company and the Carrier against any claims made by or on his or her behalf as a result of participating in activities, (d) Passengers shall acquire the training necessary to participate in activities and shall follow the rules and procedures maintained by the Carrier, (e) The Company and the Carrier shall accept no responsibility for Passenger's failure to abide by governmental rules, regulations and restrictions concerning activities, (f) The Captain has sole discretion in deciding which Passengers can participate in activities depending on his and the Vessel doctor's assessment of their physical ability, in relation to the weather, tides and other safety considerations at the time and (g) Passengers may be required to sign an Indemnity and Release before being allowed to participate in any activity.

Important note: the information and prices shown in this brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the brochure information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking. Should we become aware of the need to revise information or prices, we may do so by informing you before we accept your booking. In this case the revised information or prices will be considered to form part of our contract with you as if they had originally been printed in our brochure.

Passage Contract

These Terms and 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 WHETHER YOU HAVE READ THEM OR NOT.

Non-Transferability

The Passage Contract 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 and sets out the terms that apply between the Passenger and the Carrier.

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1. Definitions

In these conditions and regulations the following expressions have the meaning hereby assigned to them: "Carrier" means the Owner or any Charterer, whether bareboat/demise Charterer, time charterer, sub-charterer, or operator of the Vessel or provider of services or goods or any other person, to the extent that each of the above acts as carrier or performing carrier (in accordance with the definition provided in the Athens Convention).

"Luggage" means any baggage, packages, suitcases, trunks, effects articles, matters or things belonging to or carried by any Passenger, including cabin luggage, hand luggage, articles worn by or carried on the persons of the Passenger, or deposited with the purser for safe custody, vehicles and any other property whatsoever.

"Master" means the master of the Vessel at any given point in time.

"Passenger" includes the Purchaser of the Passage Contract and any person or persons named on the relevant Booking Form and passage ticket (including children), his or her or their guardians, executors, personal representatives, heirs and children or persons travelling with him or her or in his or her care.

"Passage Contract" means the contract of carriage that the Passenger has entered into with the Carrier, on these Terms and Conditions of Carriage.

"Shore Excursion" means any excursion offered for sale by the Carrier for which a separate charge is payable, whether booked prior to commencement of the cruise or on board the Vessel.

"Vessel" means the vessel named in the relevant passage contract or any substituted vessel owned or chartered or operated or controlled by the Carrier.

2. Headings:

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

3. Liability

Exemption of Liability

3.1. The Carrier shall in no circumstances whatsoever be liable to the Passenger or any other party in respect of any detention, delay, over carriage, interruptions or alterations or consequential loss or damage howsoever caused.

Liability for Death, Injury and/or Loss of or Damage to Luggage

3.2. 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 the Terms and Provisions of the International Convention relating to the Carriage of Passengers and their Luggage by Sea adopted at Athens on the 13th day of December 1974 and Amended on the 1st November 2002 (hereinafter called the Athens Convention).

3.3. The provisions of the Athens Convention are hereby expressly incorporated into the Terms and Conditions of Carriage.

3.4. A copy of the Athens Convention is available on request. You may download a copy from the Internet at www.imo.org/home.html.

3.5. It is presumed under 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 which such redelivery should have taken place.

3.6. The Carrier is not liable for loss of or damage to cash, negotiable security, jewellery, ornaments, 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 the Convention.

4. Limitation of Liability

Limits of Liability

4.1. 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 as set out under the Athens Convention which are currently 46,666 SDRs. (approximately A\$69,227)

4.2. In relation to loss of or damage to cabin baggage the Carrier's liability is limited to 833 SDRs (approximately A\$1,236) In respect of luggage other than cabin luggage, the Carrier's liability is limited to 1,200 SDRs (approximately A\$1,780) per Passenger per Carriage.

4.3. In respect of valuables deposited with the Carrier, the Carrier's liability will not under any circumstances exceed 1,200 SDRs (approximately A\$1,780).

4.4. SDRs are a monetary unit of the International Monetary Fund and current exchange rates can be found in major financial newspapers or at www.rba.gov.au. The above referenced approximate conversion rates are based on exchange rates as of 1 February 2013.

5. Deductibles

5.1. The Passenger hereby expressly agrees that any damages payable by the Carrier shall be reduced by the deductibles set out in Article 8, paragraph 4 of the Athens Convention.

6. Fault/Neglect

6.1. 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 Convention.

6.2. The limits of liability under the terms of the Convention shall be applicable to the Carriers, servants and/or agents in accordance with Article 11 of the Convention.

7. Contributory Negligence

7.1 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.

8. Global Limitation of Liability

8.1 In addition to the restrictions and exemptions from the liability provided in the Terms and Conditions of Carriage, the Carrier shall have the full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, the laws of the Vessel's flag in respect of liability of or the global limitation on damages recoverable from the Carrier) and nothing in these Terms and 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.

9. Period of Liability of Carrier

9.1 Any responsibility of the Carrier hereunder 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 then being operated by the Carrier and all the conditions and regulations hereof shall be and remain in full force and effect during all periods when the Carrier is under any responsibility to the Passenger for any reason whatsoever.

10. Time Limits

10.1 The time in which a claim may be brought under the Athens Convention is limited to a period of 2 years from the date of disembarkation and as set out in Article 16 of the Athens Convention.

11. Potential non-applicability of exemptions etc

11.1 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 or fault.

11.2 Nothing in this clause shall be taken as an exclusion or modification of any term forming part of the Passage Contract by the operation of the Competition and Consumer Act 2010 (Cth). In case of breach by the Carrier of such a term, the liability of the Carrier shall be limited to the amount of money representing the cost of providing the services to the Passenger under this Passage Contract again.

12 Application of exemptions etc. to servants and agents of Carrier

12.1 Without prejudice to the other provisions hereof, all rights, exemptions from and limitation of liability, defences and immunities of whatsoever nature and the choice of law and jurisdiction provisions referred to in these Conditions of Carriage applicable to the Carrier shall in all respects extend to protect and apply to the benefit of any employees, servants or agents of the Carrier acting in the course of or in connection with their employment so that in no circumstances shall any such servant or agent as a result of so acting be under any liability to any Passenger or to any such person or child greater than or different from that of the Carrier and for the purpose of the foregoing the Carrier is or shall be deemed to be acting as agent or trustee on behalf and for the benefit of all persons who are or may be its employees, servants or agents from time to time.

13. Independent sub-contractors

13.1 No liability of any nature whatsoever shall attach to the Carrier in connection with or arising out of negligent acts or omissions of independent sub-contractors on board the Vessel and/or ashore, including, but not limited to, casino, photo and beauty salon concessionaires.

13.2 Passenger acknowledges that the various shops and services on board the ship are run by independent contractors and goods and services purchased by the Passenger from these facilities do not form part of the Contract with the Carrier. The Passenger acknowledge that the ship's masseuse, barber, hairdresser, manicurist, fitness or golf instructor, videographer, art auctioneer, gift shop personnel, wedding planners or other providers of personal services are employees of independent contractors and the Carrier is not responsible for their actions. Independent contractors, their employees or assistants are not agents, servants or employees of the Carrier and have no authority to act on behalf of the Carrier.

14. Reporting of Accidents:

14.1 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 while on board the Vessel.

15. Submission of claims

15.1 The Carrier shall not be under any liability in respect of any claim 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 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.

16. Shore Excursions

16.1. The Passage Contract including limitation of liability is 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.

17. Passengers not participating in Shore Excursions

17.1 Passengers who do not participate in Shore Excursions organised by the Carrier and/or the Carrier's agents, but who nevertheless opt to disembark the Vessel at any one or more port(s) of call, will do so entirely at their own risk and the Carrier shall be exempt from any liability in respect of any loss, damage, expense, inconvenience, sickness or injury of whatever kind or death whenever and however and by whomsoever caused of or to such Passenger or to any person or child travelling with him or her or in his or her care or of or to any Luggage carried by such Passenger from the time that the Passenger disembarks until the Passenger re-embarks aboard the Vessel.

18. Onward destinations; breaking journey

18.1. Where Passengers are booked to proceed to a destination not served by the Vessel on which they are proceeding or leave the Vessel with the Carrier's permission at one point to rejoin it or another vessel at another port, they must comply with and be bound by the general regulations for the time being in force of the carrier of such other vessel and also by any regulations in force for the time being at any ports called at where they may wish to disembark. Passengers cannot break the journey except with the permission of the Carrier and of any other transport company particularly concerned.

19. Pregnancy

19.1. We recommend that women who are less than 12 weeks pregnant should seek medical advice prior to travel. Women who are more than 28 weeks pregnant 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.

19.2. Failure to inform the Carrier and the Vessel's doctor will release the Carrier from any liability to the pregnant Passenger.

19.3. Pregnant passengers are referred to the section herein headed "Medical Treatment" for information regarding the medical facilities on board.

19.4. 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.

20. Fitness to Travel

20.1. The Passenger represents and warrants that the passenger is fit to travel and that the Passenger's conduct will not impair the safety of the Vessel or inconvenience the other Passengers.

20.2. If it appears to the Carrier and/or the Master of the ship that a passenger is for any reason whatsoever unfit to travel or likely to endanger his/her health or safety or endanger the health or safety or impair the comfort of others onboard or feels 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 namely:

(i) To refuse to embark or disembark the passenger at any particular port.

(ii) To disembark the Passenger at any port.

(iii) To transfer the Passenger from one berth to another.

(iv) To confine the Passenger to a cabin or to the ship's hospital or other appropriate place on the Vessel.

(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 Master considers that any such steps are necessary.

20.3. Where a Passenger is refused embarkation or is disembarked the Carrier shall not be liable for any loss or expense caused to the Passenger nor shall the Passenger be entitled to any compensation.

20.4. 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.

20.5. Passengers who need assistance and/or have special requests or need special facilities or equipment must notify the Carrier at the time of booking including but not limited to reduced mobility or any Disability, of any Passengers in the booking which may require special arrangements, medical equipment/ supplies, care or assistance during the Cruise, embarkation or disembarkation or at the port terminals and of any specific needs with regards to accommodation, seating or services required and whether they need to bring any specific medical equipment on board or assistance animals on board. This is to ensure that Passengers can be carried safely and in accordance with all applicable safety requirements established by law and to ensure that embarkation, disembarkation and carriage of the Passenger can be carried out in a safe and operationally feasible manner (for further details see paragraph 21 below). The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has

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- guaranteed provision of these services to the Passenger in writing.
- 20.6. 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.
- 20.7. 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.
- 20.8. 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 health, 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.
- 21. Disability Provisions**
- 21.1 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 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 passengers.
- 21.2 The Carrier's priority is always the comfort and safety of its passengers and in order to achieve this the Passenger is asked at the time booking to provide as much detail as possible of the matters given below so that the carrier can consider its obligation to carry the Passenger in a safe or operationally feasible manner, taking into account any issues relating to the design of the Passenger ship or port infrastructure and equipment including port terminal which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger which may have an impact on the Passenger's safety and comfort.
- 21.3 The Passenger is asked to provide full details at the time of booking if the Passenger is unwell, infirm, disabled or has reduced mobility:-
- (a) If the Passenger requires a special Disabled cabin, since there are a limited number of these available and since the company would like to, wherever possible, accommodate the Passenger so that the Passenger is comfortable and safe for the duration of the cruise.
- (b) If the Passenger has any special seating requirements.
- (c) If the Passenger needs to bring any medical equipment on board
- (d) If the Passenger needs to bring a recognised assistance dog on board the vessel. Please note that assistance dogs are subject to national regulations.
- 21.4 The Carrier can refuse to accept a booking or subsequently embark any Passenger on the grounds of safety taking into account the provisions of applicable law including the International Management Code for the Safe Operation of Ships and for Pollution Prevention and the International Convention for the Safety of Life at Sea. It is important that the fullest information is provided by the Passenger at the time of booking.
- 21.5 Where strictly necessary in order to meet with applicable safety requirements, the Carrier may require a Passenger with a Disability or Reduced Mobility to be accompanied by another person who is fit and able to assist them in day to day tasks and capable of providing the assistance required by the Passenger. This requirement will be based on safety grounds and may vary from ship to ship and/or Itinerary to Itinerary. Examples of Passengers who may fall into this category include Passengers who are confined to wheelchairs or who require assistance with personal care including feeding. The assessment of whether or not it is strictly necessary for a Passenger to be accompanied will be based on information provided at the time of booking.
- 21.6 If the Passenger has any particular conditions, Disability 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 care for physical or psychiatric or other conditions.
- 22. Accompanying Person**
- 22.1 Where the Carrier considers strictly necessary for the safety of the Passenger, it may require the Disabled Person or Persons with Reduced Mobility to be accompanied by another person 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.
- 22.2 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 to travel or whose condition may constitute a danger to themselves or others on the Cruise on the grounds of safety. 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 Carrier of any Disabilities or needs the with regard to accommodation, seating or for assistance, to bring medical equipment or a recognized 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 Carrier and the matter will be considered by a Senior Manager.
- 22.3 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 Carrier immediately 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 safe or operationally feasible manner.
- 22.4 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.
- 22.5 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 in writing.
- 22.6 Subject to numbers, National Regulations including those of each port of call Assistance dogs may embark in Australian ports provided that all documentation, vaccinations and other legal and medical requirements have been complied with. A request must be made to the Carrier at the time of booking or soon thereafter. The Carrier has no obligation to carry the assistance dog if the procedures have not been followed or the Carrier has not been notified in accordance with these Conditions of Carriage.
- 23. Charges for Medical Attention etc**
- 23.1 All health, medical or other special or personal services provided in connection with the cruise are provided solely for the convenience and benefit of the Passenger, who may be charged for such services.
- 23.2 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 shall indemnify the Carrier upon first demand for any costs incurred by the Carrier, its servants or agents.
- 23.3 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.
- 24. Medical Treatment**
- 24.1. 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.
- 24.2. 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.
- 24.3. 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 insurance covering medical treatment. The Carrier accepts no responsibility whatsoever in relation to medical facilities provided ashore.
- 24.4. 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.
- 25. Medical Equipment**
- 25.1 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.
- 25.2 The requirement for Passengers to notify the Carrier 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.
- 25.3 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 with a combined value not exceeding A\$3,300 per cabin.
- 25.4 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 organized by the Passenger and at the Passenger's expense. The vessel is unable to offer respite services, one to one personal care or supervision or any other form of carer of physical or psychiatric or other conditions.
- 25.5 It is important that Passengers 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 Passenger to arrange delivery to the Ship prior to departure of all medical equipment and to notify the Carrier prior to booking if they need to have medical equipment on board so that Carrier can ensure that the medical equipment can be carried and/or carried safely. 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. Guests must be able to operate all equipment.
- 25.6 Some ports of call are anchorage ports, and physical conditions may preclude Passengers with Disability and/or reduced mobility from going ashore. This decision must be made by the Captain of the Vessel based on safety and is binding.
- 26. Minors**
- 26.1. 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.
- 26.2. The vessel's casino is subject to flag state gambling laws. No minors are allowed to gamble in the casino.
- 26.3. In the interests of preventing minor gambling and for the comfort and enjoyment of adult Passengers, minors are not allowed in the casino areas when the casino is open.
- 26.4. Every adult passenger travelling with any minor passenger whether or not listed shall be responsible for the conduct and behaviour of the minor passengers. 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.
- 26.5. Minor Passengers are subject to all the Terms contained in these Conditions of Carriage.
- 27. Conduct**
- 27.1. 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.
- 27.2. The Passenger must report all accidents in which he/she is involved or witnesses on board the vessel, the gangway and/ or its tenders to 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.
- 27.3. 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.
- 27.4. The Passenger shall be liable to the company and 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.
- 28. Dangerous Goods or Articles**
- 28.1. The Passenger shall not bring on board the Vessel any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance. 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 who the Master believes may be in breach of this clause.
- 28.2. The Passenger will in any event be liable for any injury, loss or damage occasioned by the breach and to indemnify the Carrier against any claim in respect thereof.
- 29. Safety & Security**
- 29.1. The health and safety of the Vessel and all those onboard is of paramount consideration. Passengers must pay attention to and

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- comply with all regulations and notices relating to the safety of the Vessel, her crew and Passengers, the terminal facilities and immigration requirements.
- 29.2. Passengers must at all times conduct themselves in a manner, which respects the safety and privacy of other persons onboard.
- 29.3. Passengers must comply with any reasonable request made by any member of staff, the Master or his Officers.
- 29.4. 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.
- 29.5. It may be necessary for security reasons for servants or agents of the Carrier to search passengers and/or the baggage and goods travelling with them. The passenger 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 or destruction of any object, which may in the opinion of the Carrier impair the safety of the Vessel or cause inconvenience to the passengers.
- 29.6. 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.
- 29.7. Passengers must attend all mandatory safety briefings and muster drills at the commencement of the Cruise and any subsequent briefings or drills ordered by the ship's officers during the Cruise. Passengers shall comply with all onboard health and safety policies and procedures and shall familiarise themselves with the nature and character of the ship, as well as all emergency exits to assist with a safe evacuation of the ship in the case of an emergency.
- 29.7. Passengers' luggage must not be left unaccompanied at any time. Unaccompanied luggage may be removed and destroyed.
- 30. Animals/Pets**
- 30.1. Animals (other than assistance dogs in accordance with this Passage Contract) and/or pets are not allowed onboard the Vessel under any circumstances.
- 30.2. Any animals and/or pets brought onboard by any Passenger will be taken into custody and arrangements shall be 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.
- 30.3. 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.
- 30.4. 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.
- 31. Liquor**
- 31.1. Where the fare paid by a Passenger includes victualling, 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.
- 31.2. 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.
- 31.3. 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 a nuisance to himself, other Passengers and/or the Vessel.
- 32. Visas**
- 32.1. (a) All passports, visas and other travel documents required for embarkation and disembarkation at all ports are the responsibility of the Passenger.
- (b) 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.
- 32.2. 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.
- 33. Payments for extras**
- 33.1. Any account for purchase of liquors, or of any other extras whatsoever, including medical attention, must be settled in full, before the Passenger concerned leaves the Vessel, in any currency in general use on board at the time of payment.
- 34. Occupation of berths and cabins**
- 34.1. No berth or cabin is to be occupied by a Passenger without application to the appointed agent on shore, or to the purser on board. A Passenger occupying a cabin of two or more berths on the departure of the Vessel (unless he or she has paid an additional sum for its exclusive occupation) shall not object to the vacant berth or berths being subsequently filled.
- 34.2. 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, adjusting the passage money accordingly.
- 35. Maintenance during delay or overstaying**
- 35.1. If the Vessel is delayed by any cause whatsoever beyond the Carrier's control, the Carrier shall be entitled to charge Passengers for their maintenance at current rates for every day of the delay.
- 35.2. If for any reason whatsoever Passengers remain on board after the arrival of the Vessel at their port of destination, the Carrier will require Passengers to pay for their maintenance at current rates for every night they remain on board.
- 36. Premature termination of the Cruise**
- 36.1. At any time either before or after the 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, or by advertisement in the press or on board the Vessel, or by other suitable means, terminate forthwith this Cruise:- (i) if the performance or further performance thereof 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 management of the Vessel or the Carrier.
- 36.2. If the Voyage is so terminated then the Carrier will not have any liability to the Passenger.
- 37. Omission of ports of call**
- 37.1. The Vessel may omit to call at any port or ports or to land or embark Passengers or their Luggage if the Master or the Carrier considers that the omission is for any reason whatsoever necessary for the management of the Vessel or of the Carrier. When by reason of such omission, or by reason of quarantine restrictions, or restrictions of any other kind, Passengers are unable to land at the port to which they are booked and are carried to a port beyond, they may be charged additional passage money for the conveyance to the port at which they land.
- 38. Route, deviation etc.**
- 38.1. The Vessel may proceed by any route, normal or otherwise and call at ports in any order and the Carrier may for any reason, at any time and without prior notice cancel, advance, postpone or deviate from any scheduled sailing or port of call, or tow and assist any other vessel or substitute another vessel for whatever reason and shall not be liable for any loss whatsoever to the Passenger by reason of such cancellation, advancement, postponement, substitution or deviation.
- 39. Compliance with government directions**
- 39.1. 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, transshipment, discharge or destination, or otherwise, howsoever given by any government or any department thereof, or by any person acting or purporting to act with the authority of any government or any department thereof, or by any war risk insurance association working under any government scheme in which the Vessel may be entered, and nothing done or not done under such orders or directions shall be deemed a deviation.
- 40. Alteration of sailing and arrival dates**
- 40.1. Any dates and/or times specified in any time-tables or otherwise, which may be issued by 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.
- 41. Transfer to other transport**
- 41.1. 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.
- 42. Luggage**
- 42.1. 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
- 42.2. Luggage of Passengers must only contain their clothing and similar personal effects.
- 42.3. The packages for storage in each 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.
- 42.4. 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.
- 43. Search of Luggage etc**
- 43.1. 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.
- 43.2. 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.
- 43.3. The Passenger agrees to submit to such search upon being so requested by the Master.
- 43.4. 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.
- 44. Deposit of valuables**
- 44.1. 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.
- 44.2. The purser will also accept such articles in sealed packages, without charge, and will give a written receipt; but in this case neither he nor the Carrier will accept responsibility for loss of or damage to the deposited articles howsoever occurring.
- 45. Passenger's liability for damage**
- 45.1. 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.
- 46. General Average**
- 46.1. 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.
- 47. No authority to vary conditions**
- 47.1. No person other than a Director of the Carrier has authority to vary these conditions and regulations and no such variation shall be of any effect unless it is in writing signed by such Director.
- 50. Place of proceedings**
- 50.1. Any action, suit or proceedings against the Carrier and/or its employees and/or the Vessel shall, unless the Carrier expressly agrees otherwise in writing, be brought in the Courts of Greece.
- 51. Law applicable:**
- 51.1. All disputes and matters howsoever arising between the Passenger and the Carrier in connection with the Carriage including, but without limitation, the execution of this Carriage, these Conditions and/or anything done by the Carrier pursuant to or in connection with the provisions thereof, shall be subject to the Laws of Greece to the exclusion of any other law.
- 52. Conditions Severable**
- 52.1. Each of the provisions contained in these conditions and regulations 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.
- 53. Applicability of Athens Convention**
- 53.1. If the carriage provided hereunder is not an "international carriage" as defined in Article 2 of the Athens Convention or the Vessel is being used as a floating hotel, the remaining provisions of the Athens Convention shall apply to this Contract and be deemed to be incorporated herein, mutatis mutandis.
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