

Carrier Terms & Conditions of Carriage at Sea MS Magellan

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**. Where the Passenger has entered into a Passage Contract with an Organiser these Conditions have been incorporated into the Passenger's Contract with the Organiser. These Terms and Conditions of Carriage will also apply where the vessel is being used as a floating hotel whether or not there is a Passage Contract and whether or not there is any carriage.

Non-Transferability

The Passage Contract issued by the Organiser is valid only for the Passenger or Passengers for whom it is issued, for the date and vessel indicated, or any substitute vessel, and is not transferable.

These Conditions of Carriage set out the terms that apply between the Passenger and the Carrier.

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).

"**Passage Contract**" means the contract of carriage that the Passenger has entered into with the Organiser, the terms of which are evidenced by the Booking Terms and Conditions, which incorporate these Terms and Conditions of Carriage.

"**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 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.

"**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.

"**Organiser**". An Organiser is the Party with which the Passenger has entered into a Contract for the cruise and/or a Package as defined under the Package Travel Package Holidays & Package Tour Law 51 (1)/98 and any amendment thereto, which includes the cruise onboard the vessel.

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.

4.2. In relation to loss of or damage to cabin baggage the Carrier's liability is limited to 833 SDRs. In respect of luggage other than cabin luggage, the Carrier's liability is limited to 1200 SDRs 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.

Deductibles

4.4. 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.

Fault/Neglect

4.5. 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.

4.6. 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.

Contributory Negligence

4.7. Any damages payable by the Carrier shall be reduced in proportion to any contributory negligence by the Passenger as provided in Article 6 of the Athens Convention.

Global Limitation of Liability

4.8. 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.

Period of Liability of Carrier

4.9. 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.

Time Limits

4.10. The time in which a claim may be brought under the 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.

5. Potential non-applicability of exemptions etc.

5.1. 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.

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

6.1. 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.

7. Independent sub-contractors

7.1. 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.

8. Reporting of Accidents:

8.1. The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident, incident or complaint which was not officially and explicitly reported as an accident and/or incident and/or complaint by the Passenger to the Master while on board the Vessel.

9. Submission of claims

9.1. 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.

10. Shore Excursions

10.1. The Terms and Conditions of Carriage with the Passage Contract including limitation of liability are applicable to the Shore Excursions purchased whether in the form of a ticket, coupon or voucher, whether prior to embarkation or from the Carrier after embarkation.

11. Passengers not participating in Shore Excursions

11.1. 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.

12. Onward destinations; breaking journey

12.1. 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.

13. Pregnancy

13.1. 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.

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

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

13.4. 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.

14. Fitness to Travel

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. Passengers who need assistance and or have special requests or need special facilities or equipment must notify the Organiser at the time of booking. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier or the Organiser have guaranteed provision of these services to the passenger in writing.

14.6. 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.

14.7. 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.

14.8. 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.

15. Charges for Medical Attention etc.

15.1. 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.

15.2. 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.

15.3. 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.

16. Medical Treatment

16.1. 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.

16.2. 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.

16.3. In the event of illness or accident Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of medical treatment at any port of call or at the place at which the passenger is landed. Passengers are advised to take out insurance covering medical treatment. The Carrier accepts no responsibility whatsoever in relation to medical facilities provided ashore.

16.4. 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.

17. Minors

17.1. 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.

17.2. The vessel's casino is subject to flag state gambling laws. No minors are allowed to gamble in the casino.

17.3. 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.

17.4. 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.

17.5. Minor Passengers are subject to all the Terms contained in these Conditions of Carriage.

18. Conduct

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

19. Dangerous Goods or Articles

19.1. 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

19.2. 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.

20. Safety & Security

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

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

20.3. Passengers must comply with any reasonable request made by any member of staff, the Master or his Officers.

20.4. 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.

20.5. 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.

20.6. 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.

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

21. Animals/Pets

21.1. Animals and/or pets are not allowed onboard the vessel under any circumstances.

21.2. 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.

21.3. 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.

21.4. 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.

22. Liquor

22.1. 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.

22.2. 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.

22.3. 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.

23. Visas

23.1. (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.

23.2. 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.

24. Payments for extras

24.1. 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.

25. Occupation of berths and cabins

25.1. 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
25.2. 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.

26. Maintenance during delay or overstaying

26.1. 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.

26.2. 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.

27. Premature termination of the Cruise

27.1. 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.

27.2 If the Voyage is so terminated then the Carrier will not have any liability to the Passenger whose sole remedy will be against the Organiser pursuant to the Package Travel, Package Holidays and Package Tour Law 51(1)/98 and any amendment thereto, other equivalent legislation and/or the Passage Contract

28. Omission of ports of call

28.1. 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.

29. Route, deviation etc.

29.1. 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.

30. Compliance with government directions

30.1. 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, transhipment, 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.

31. Alteration of sailing and arrival dates

31.1. 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.

32. Transfer to other transport

32.1. 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.

33. Luggage

33.1. 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

33.2. Luggage of Passengers must only contain their clothing and similar personal effects.

33.3 The packages for storage in each cabin must not exceed 75cm in length, 58cm in width, and 23cm in depth

33.4 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.

34. Search of Luggage etc.

34.1. 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.

34.2. 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.

34.3. The Passenger agrees to submit to such search upon being so requested by the Master.

34.4. 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.

35. Deposit of valuables

35.1. 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.

35.2. 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.

36. Passenger's liability for damage

36.1. 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.

37. General Average

37.1. 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.

38. No authority to vary conditions

38.1. 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.

39. Place of proceedings

39.1. 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.

40. Law applicable:

40.1. 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.

41. Conditions Severable

41.1. 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.

42. Applicability of Athens Convention

42.1. 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.