

## **BOARDING CONDITIONS**

These Boarding Conditions govern the relationship, responsibilities and liabilities as between, on the one side, the Guest (as appropriate) named on the Booking Confirmation (collectively referred to as the **Guests**) and, on the other side, the Carrier and are **BINDING ON THESE PARTIES**.

Each Guest, or the Client on behalf of the Guests has entered into a contract with the Company for the purpose of the Guests boarding one of the Vessels. All Guests agree to all the terms and conditions of the Booking along with these Boarding Conditions. These Boarding Conditions are to be deemed as incorporated into the Booking Confirmation and will apply whether or not there is any actual carriage during the period any of the Guests are on board.

The Guest must carefully read these Boarding Conditions, (and the Client shall also be obliged to do so, and to ensure that all Guests (or its parent/guardian in the case of a Minor) read and accept these Boarding Conditions before the Guest or Client makes the Booking. These Boarding Conditions set out its rights, responsibilities and limitations towards the Carrier, its servants and/or agents. The Carrier's liability is limited as set out in Clause 19.

### **1 CONSTRUCTION AND DEFINITIONS**

**BOOKING** means a final and binding reservation, regulated by the terms and conditions entered into at the time of booking and these Boarding Conditions and the contract for boarding and carriage (if any), that the Guest (or the Client on behalf of the Guests) has entered into with the CARRIER, for the purpose of booking accommodation rooms on one or more Vessels.

**BOOKING CONFIRMATION** means the document issued as confirmation of the Booking and issued by the Company in order for the Guests to access the Vessel.

**CARRIER** for the purpose of any obligation or responsibility attaching to the carrier under these Boarding Conditions, the Carrier means MSC Cruises SA, with registered Offices in Avenue Eugène Pittard 16, 1206 Geneva (Switzerland). However, the protections and defenses which are provided for in these Boarding Conditions in favor of the Carrier, shall also apply to the owner and/or charterer whether bare boat/demise charter, the actual carrier, the time charterer, sub-charterer, manager or operator of the Vessel. The term "Carrier" includes the Carriers, the carrying vessel, ("Cruise Ship"), its owner, charterer, manager, operator, any tenders or other means of transport provided by the Carrier to the Guest.

**CLIENT** means (if applicable) any person or entity who has entered into a contract with the Company for the purpose of any Guest boarding the Vessel. The Client confirms that it has full authority to enter into on behalf of and bind all Guests named on the Booking Confirmation. All Guests visiting the Vessel together will be deemed to have understood and agree with these Boarding Conditions and the conditions of the Booking.

**DISABLED PERSON** means any person whose mobility is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaption to that persons particular needs for the service made available to all Guests.

**GUEST** means each and every person named on the Booking Confirmation including Minors. All references to the "GUEST" (singular) shall include the plural and vice versa. All Guest visiting the Vessel together, including adults responsible for Minors, will be deemed to have understood and agree with these Boarding Conditions.

**LUGGAGE** means any baggage, packages, suitcases, trunks or other personal items belonging to or carried by any Guest, including cabin luggage, hand luggage and articles worn by or carried on the

persons of the Guest or deposited with the purser for safe custody.

**MASTER** means the Captain or person in charge of the carrying Vessel at any given point and commanding of the vessel.

**MINOR** means any Guest under the age of 18 or under the legal age limit which is in force pursuant to the applicable law.

**RECOGNISED ASSISTANCE DOG** means any dog that has been trained to assist a Disabled Person by an organization that is a member of Assistance Dogs International and/or the International Guide Dog Federation.

**VESSEL** means the vessel named in the relevant Booking Confirmation or the substituted vessel owned, chartered, operated and/or controlled by the Carrier.

**VOYAGE** shall, for the purpose of these Boarding Conditions, mean any period during which Guests are on board the Vessel.

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

2.1 The Carrier agrees to transport and/or have on board the Guest on named or substitute Vessels. Before boarding, the Guest agrees to be bound by all its terms, conditions and limitations. All prior oral and/or written agreement is superseded by these conditions. These Boarding Conditions cannot be amended without written and signed consent from the Carrier or its authorised representative. The Booking Confirmation issued by the Company is valid only for the Guests for whom it is issued, for the date and Vessel indicated or any substitute Vessel and is not transferable.

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

### **3**

3.1 A Guest who wishes to remain on board after having been asked to disembark will be required by the Carrier, to book and pay for his/her additional stay at the available rates for every night he/she wishes to remain on board beyond the period he/she was intended to stay. Any additional booking to be processed via CARRIER will be subject to availability and may require the guest(s) to disembark, re-embark and may require a new cabin allocation. Without an additional booking the guest(s) must disembark without delay.

## **4. OPERATION, TIMETABLES AND DELAYS**

4.1 The Vessel's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels in distress, availability of berth facilities, and other factors which may be beyond the Carrier's control.

4.2 Any dates and/or times specified in any timetables or otherwise, that 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 at its sole discretion.

4.3 If the Vessel shall be prevented or hindered by any cause whatsoever from operating in the ordinary course, the Carrier shall be entitled to transfer the Guest to any other similar vessel.

## **5. EXTRA CHARGES**

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

5.2 Alcoholic beverages, cocktails, soft drinks, mineral water and any medical expenses, any independent contractor services or products, charges or taxes imposed by any government agency shall be extra charges, unless otherwise stated as included at the time of booking.

## **6. TRAVEL DOCUMENTS**

6.1 When boarding, each Guest must present for inspection upon request, along with the Booking Confirmation, a valid passport as well as any visa, entry or exit permit. Company is not responsible for obtaining or checking visas for the Passenger, this is the responsibility of the individual Passenger. Guests are strongly advised to check for all legal requirements for travelling and attending events including the requirement of visas, immigration, custom and health.

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

6.3 The Carrier reserves the right to check and record details of the documentation in clause 6.1. The Carrier makes no representation and gives no warranties as to the correctness of any documentation that is checked.

## **7. SECURITY**

7.1 Each Guest shall present him/herself for boarding, according to the instructions provided by the CARRIER and shall be available for any security inspections.

7.2 For security reasons and any requirements by law, each Guest acknowledges and agrees that agents of the Carrier may search the Guest, his/her Luggage.

7.3 The Carrier shall have the right to confiscate any articles carried or contained in any Luggage which the Carrier, in its sole discretion, considers dangerous or poses risk or inconvenience to the security of the Vessel or persons on board.

7.4 Each Guest is prohibited from bringing on board any articles that can be used as a weapon, explosives, illegal or dangerous goods.

7.5 The Carrier reserves the right to search any cabin, berth or other part of the Vessel for security reasons at any time.

## **8. FITNESS TO STAY ONBOARD**

8.1 In order to ensure that the Carrier is able to host Guests safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities, including the vessel's flag state, the Guest warrants that his/her conduct or condition will not impair the safety of the Vessel or inconvenience other persons onboard.

8.2 If it appears to the Carrier, the Master or the Vessel's doctor that a Guest is for any reason unfit to stay on board and/or likely to endanger safety, then the Carrier or the Master shall have the right to take any of the following courses: (i) to refuse to embark the Guest; (ii) to disembark the Guest; (iii) to transfer the Guest to another berth or cabin; (iv) if the Vessel's doctor considers it advisable, to place or confine him/her in the Vessel's hospital or to transfer the Guest to an ashore health facility at the Guest's expense; and/or (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Guest to a hospital or other similar institution ashore at the Guest's expense, provided that the ship's doctor and/or Master considers that any such steps are necessary.

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

8.4 The Vessel has a limited number of cabins equipped for Disabled Persons, available on a first come, first served basis. Not all areas or equipment on the Vessel are suitable for access to Disabled Persons.

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

8.6 Guests who need assistance and/or have special requests or need special facilities or equipment with regard to accommodation, seating or services required or their need to bring medical and mobility equipment, must notify the CARRIER at the time of booking. This should include detailed information required to assist the Carrier in making available accessible transport to Disabled Persons. Wheelchair users must specify whether they operate a manual or powered wheelchair and inform the Carrier whether they require portside or stadium facilities and services at the time of booking. This is to ensure that the Guests can safely embark, disembark and remain on board in accordance with all applicable safety requirements. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing. If any Guest cannot be carried safely and in accordance with applicable safety requirements, then the Carrier can refuse to accept a Guest or embarkation of a Disabled Person on the grounds of safety.

8.7 Wheelchair users must furnish their own standard size wheelchairs. The Vessel's wheelchairs are available for emergency use only. Where the Carrier considers it strictly necessary for the safety of the Guest it may require a Disabled Person or Persons with Reduced Mobility to be accompanied by another person or a Recognised Assistance Dog 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 Guest on grounds of safety and may vary from Vessel to Vessel.

8.8 Where any mobility or other equipment is lost or damaged by the fault or neglect of the Carrier then it is the Carrier's decision as to whether to repair or replace such equipment taking into account the reasonable requirements of the Guest. All equipment must be capable of being carried safely and must be declared at the time of booking. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

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

8.10 The Carrier reserves the right to require any Guest to produce medical evidence of fitness to travel and to stay onboard in order to assess whether that Guest can be hosted safely in accordance with applicable international, EU or national law.

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

8.12 Failure to inform the Carrier and the Vessel's doctor of pregnancy will release the Carrier from any liability to the pregnant Guest.

8.13 The ship's doctor is not qualified to deliver babies on board or to offer pre or post natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment. Pregnant Guests are referred to the section herein headed "Medical Treatment" for information regarding the medical facilities on board.

8.14 Although the Vessel is planned to be berthed at all times, conditions may arise when it will be necessary to anchor offshore rather than alongside. When this is the case, the Carrier will use a tender to take Guests ashore. A tender is a small vessel and may not be suitable for persons with Disabilities or Reduced Mobility or balance problems. When using tenders, safety is the utmost priority and it is important that the Guests are able to use the tender safely. The Guests may be required to descend to a platform or pontoon and into the tender. There may be steps both up and down and Guests may need to navigate a gap between the platform and the tender (which can be approximately 1.5 ft). Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day. Guests must be fit and mobile enough to access and disembark the tender. If Guests have impaired mobility, or use a mobility aid such as a stick, then they must carefully consider their ability to embark the tender safely before making their way down to the platform. Guests must take into consideration the use of steps, the possibility of a gap and height difference between the platform and the tender, and the potential sudden movement of the tender when making a decision. Wheelchairs and mobility scooters will not be carried by the crew to the tender. All Guests must be independently mobile enough to use the tenders. Ultimately, carriage by tender may be refused by the Master or any of his officers if there is any doubt as to the safety of any Guests.

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

## **9. SMOKING POLICY**

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

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

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

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

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

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

## **10. CONDUCT OF GUESTS**

10.1 The safety of the Vessel and all those onboard is of paramount importance. Guests must pay attention to and comply with all regulations and notices relating to the safety of the Vessel, her crew and guests, the terminal facilities and immigration requirements.

10.2 Guests must at all times conduct themselves in a manner that respects the safety and privacy of other persons onboard.

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

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

10.5 Guests' Luggage must not be left unaccompanied at any time, unless different and reasonable instructions are given by the staff. Unaccompanied Luggage may be removed and/or destroyed.

10.6 Guests shall not bring onboard the Vessel any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance. Breach of these conditions and regulations shall render the Guest strictly liable to the Carrier for any injury, loss, damage or expense and/or to indemnify the Carrier against any claim, final penalty arising from such breach. The Guest may also be liable for statutory fines and/or penalties.

10.7 In order to ensure safety and security standards, it is strictly forbidden to bring food and beverage onboard the Vessels. In compliance with this requirement, during embarkation, checks may be carried out on Guests' Luggage. The items that are allowed are: personal hygiene products, cleansing products, lotions, fluid medications for therapeutic use, baby gear and baby food items, dietary items prescribed by a physician.

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

## **11. ANIMALS / PETS**

11.1 Animals and/or pets other than Recognised Assistance Dogs are not allowed onboard the Vessel under any circumstances without the Carrier's permission in writing. Any such animals or pets brought onboard by the Guest without permission will be taken into custody and arrangements will be made for the animal to be landed at the Guest's sole expense.

11.2 Whilst the Carrier and/or its servants and/or agents will take such care as is reasonable in all the circumstances in relation to the pet or animal, neither the Master nor Carrier nor any member of the Crew shall be liable to the Guest in respect of any loss or injury or death to the pet or animal whilst in the Carrier's possession/custody.

11.3 Recognized Assistance Dogs are subject to and must comply with national and EU Regulations and/or equivalent applicable legislations regarding health, inoculations, training and travel. It is the Guest's responsibility to have all necessary papers, to be made available for inspection on request, and check the position prior to the boarding.

## **12. ALCOHOL**

12.1 Alcoholic drinks, including wines, spirits, beer or other liqueurs are available for purchase onboard the Vessel at fixed prices. Guests are not permitted to bring onboard any such drinks for use during the stay onboard, whether for consumption in their own cabins or otherwise. Alcoholic drinks in any form will not be sold to Minors during the stay onboard. It is the responsibility of the individual Guest and any accompanying adults to ensure legal age limits are complied with.

Alcohol drinks or gambling restrictions may be applied when the vessel is berthed considering the applicable local law.

12.2 The Carrier and/or its servants and/or agents may confiscate alcohol brought onboard by Guests.

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

## **13. MINORS**

13.1 All the provisions of clause 8 and the requirement of fitness to travel are applicable to all Guests including Minors.

13.2 The Carrier does not accept unaccompanied Minors. Minors will not be allowed to embark unless they are accompanied by a parent or guardian or other authorised person (**Adult Guests**) who shall be identified on the Booking Confirmation. Adult Visitors embarking with a Minor shall be fully responsible for that Minor's conduct and behaviour. Minors may not order or consume alcoholic beverages or participate in gambling.

13.3 Minors onboard must be supervised by an Adult Guest at all times and are welcome at the activities onboard provided that an Adult Guest is present. Children cannot remain onboard if the Adult Guest goes ashore.

13.4 The Adult Guest 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 a Minor in their care.

13.5 Minors are subject to all the terms contained in the Boarding Conditions.

#### 14. **MEDICAL SERVICES / TREATMENT**

14.1 Medical services are available on board the Vessel as a convenience to Guests. However, Guests are encouraged, where possible, to seek medical assistance from providers on shore. The Vessel's doctor and medical personnel are not under the Master's or Carrier's control for treating Guests.

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

14.3 The ship's doctor is not qualified to deliver babies onboard nor to offer pre or post-natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment. Pregnant women are referred to this section 13 for information regarding the medical facilities onboard.

14.4 It is the Guest's obligation and responsibility to seek medical assistance from the qualified doctor onboard the Vessel as and when necessary, during his/her stay on-board.

14.5 The Vessel's doctor is not a specialist and the Vessel's hospital 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 any Guest as a result of any inability to treat any medical condition as a result.

14.6 In the event of illness or accident, Guests may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of any medical treatment ashore to which any Guest is referred.

14.7 In relation to medical equipment, which any Guest intends to bring on board, it is the responsibility of the concerned Guest to arrange delivery to the docks prior to check-in of all medical equipment.

14.8 The requirement for Guests to notify to the Carrier at the time of booking if they need to bring their own medical equipment on-board is to ensure that the medical equipment can be carried and/or carried safely.

14.9 It is the concerned Guest's responsibility to ensure that all personal medical equipment is in good working order and for arranging enough equipment and supplies to last the entire stay. The Vessel does not carry any replacement.

14.10 The concerned Guest must be able to operate all own equipment. If there are any particular conditions requiring a personal care or supervision then such personal care or supervision must be arranged by that Guest at his/her expense. The Vessel is unable to provide or arrange respite services, one to one personal care or supervision or any other form of carer for physical or psychiatric or other conditions.

## **15. OTHER INDEPENDENT CONTRACTORS**

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

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

## **16. GUEST'S LUGGAGE AND PERSONAL PROPERTY**

16.1 Guests are encouraged to limit their checked Luggage to two suitcases and two pieces of hand Luggage per person.

16.2 In no case will the maximum amount of Luggage in each cabin exceed 100 kg and 8 pieces among all Guests in the same cabin. Equipment required by Disabled Persons and Medical Equipment is not included as part of this luggage limit provided that additional weight and/or numbers are communicated to the Carrier in advance who may refuse to embark them on the grounds of safety. Prams and wheelchairs are always allowed but must be kept in cabins when not in use and must not block any exits when in use around the Vessel.

16.3 All Luggage is to be kept in the cabin, keeping all exits free of any obstacles.

16.4 Guests' Luggage and property shall include only personal belongings, and any commercial property shall be subject to an additional charge.

16.5 The Carrier shall not be responsible for any fragile or perishable property carried by a Guest.

16.6 No animals are permitted on board, except for Recognised Assistance Dogs licensed to a Guest. The concerned Guest shall have full responsibility for any Recognised Assistance Dogs.

16.7 Guests with their own wheelchairs must check that suitable accommodations are available at the time of booking, and the relevant reference is to be added to the Booking Confirmation or request for embarkation. If medical mobility or other equipment is required, this must be notified to the CARRIER at the time of booking or within a reasonable time prior to the Voyage to enable the Carrier to assess whether such equipment can be carried safely. It is the concerned Guest's responsibility to ensure that such equipment is in good working order and that the Guest can operate such equipment.

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

16.9 The Carrier shall not be liable for loss or damage to the Guests' Luggage while in the custody or control of stevedores or other independent shore side contractors.



16.10 All Luggage must be claimed at disembarkation from the Vessel or it will be stored at the Guest's risk and expense.

16.11 The Guest shall not be liable to pay or receive any general average contribution in respect of Luggage.

16.12 The Carrier shall have a lien upon and the right to sell by auction or otherwise, without notice to any Guest, any Luggage in satisfaction of unpaid monies or of any other monies that may in any way have become due by any Guest to the Carrier or to its servants, agents or representatives.

## **17. GUEST'S LIABILITY FOR DAMAGE**

17.1 Guests 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 willful or negligent act or omission by the Guests or any person for whom the Guests are responsible including, but not limited to, Minors travelling with a Guest.

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

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

## **19. LIABILITY OF THE CARRIER**

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

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

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

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

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

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

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

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

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

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

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

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

19.6 The Guests understand that the conversion rate of SDR's fluctuates daily and may be obtained from a bank or Internet. The value of an SDR can be calculated by visiting [http://www.imf.org/external/np/fin/data/rms\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx)

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

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

or

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

19.8 The Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Guests for declared value protection. Use of the Vessel's safe is not a deposit with the Vessel. Where there is liability for loss of or damage to valuables deposited with the Vessel then such liability is limited to 1,200 SDR under the Athens Convention 1974 or 3,375 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies. The Carrier and the Guests agree not to demand any security from the other in connection with a claim of any kind. The Guests waive the right to arrest the Vessel or to attach any other asset owned, chartered or operated by the Carrier. If the Vessel is arrested or attached, then the ship and the Carrier shall have the right to any limitation and all defences available herein.

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

19.10 If any action is brought against any company pertaining and/or connected to the Carrier, the owners or the disponent owners, the Master or crew or any servant, agent or independent contractor of MSC, or against any person or entity having an interest in the relevant Vessel including but not limited to the operator of the Vessel, any of these persons or entities shall be entitled to avail themselves of all defences, limits of liability and indemnities that the

Carrier is entitled to invoke under the Booking and under the provisions of law applicable including, but not limited to, the benefit of any defence to or limitation of liability. Save as provided in this clause, no third party shall have the right to enforce or apply any term hereof and the Contracts (Rights of Third Parties) Act 1999 is expressly excluded. The parties may vary the provisions of the Booking, or terminate it, without the consent of any third party who derives any right pursuant to its terms even if such variation or termination varies or terminates the rights of such third party.

19.11 Without prejudice to the provisions above, if any claim is brought against the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Boarding Conditions are held to be legally unenforceable then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by the Carrier's own negligence or fault.

## **20 ANGUISH/DISTRESS**

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

## **21 APPLICABLE LAW**

These Boarding Conditions and any claims against of whatever nature (including claims for death and or personal injury) brought by or on behalf of or by heirs and or dependants of any Guest shall be subject to English law.

## **22. JURISDICTION**

22.1 Except as provided by law all claims of any nature related to these Boarding Conditions shall be brought in and be subject to the exclusive jurisdiction of the High Court of London.

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

## **23. NOTICES OF CLAIMS**

A. The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by a Guest to the Master or safety officer whilst on-board the Vessel.

B. Notices of Claim for loss or damage to Luggage shall be given to the Carrier in writing before or at the time of disembarkation, or if not apparent, within fifteen (15) days from the date of disembarkation. Notices should be sent to MSC Cruises SA, c/o MSC Crociere S.p.A., Via A. Depretis, 31, 80133 Naples, Italy.

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

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

24.1 All claims against the Carrier or the Vessel for illness, emotional stress or personal injury to a Guest or for loss or damage to Luggage shall be time barred after two (2) years from the date of final disembarkation or in the case

of death, the date on which final disembarkation would have taken place as provided by Article 16 of the Athens Convention 1974 and or where applicable The Athens Convention 2002 or EU Regulation 392/2009. These time limits are applicable to Minors and persons under a disability.

## **25. DATA PROTECTION**

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