

## CONDITIONS OF CARRIAGE OF PASSENGERS AND THEIR LUGGAGE

These Conditions of Carriage govern the relationship, responsibilities and liabilities as between the Passenger and the Carrier and are BINDING WHETHER YOU HAVE READ THEM OR NOT. These Conditions are incorporated into the Passenger's Contract with the Organiser.

### NON-TRANSFERABILITY

The Carrier agrees to carry the person(s) named in the Passage Contract issued by the Organiser on the date and vessel and cabin type indicated, or any substitute vessel, and is NOT TRANSFERABLE.

### 1 DEFINITIONS

"Carrier" means the owner or any charterer, or operator of the Vessel or any other person or entity, to the extent that it acts as carrier or performing carrier (in accordance with the definition provided in the Athens Convention).

"Passage Contract" means the contract between the Passenger and the Organiser.

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

"Passenger" means any person or persons, including minors named on the relevant Passage Contract or who sail on 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" means the party with which the Passenger has entered into a contract for the cruise and/or a Package as defined under the Council Directive 90/314/EEC of 13 June 1990 on Package Travel, Package Holidays and Package Tours or other relevant legislation or regulations.

### 2 HEADINGS

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

### 3 LIABILITY FOR DEATH, INJURY AND/OR LOSS OF OR DAMAGE TO LUGGAGE

3.1 The Liability (if any) of the Carrier for death and/or personal injury to Passengers and/or the loss of or damage to Luggage during the passage shall be determined in accordance with the Convention relating to the Carriage of Passengers and their Luggage by Sea adopted at Athens on the 13 day of December 1974 and Amended on the 19 December 1976 (hereinafter "The Athens Convention").

3.2 The provisions of The Athens Convention are hereby expressly incorporated into the Conditions of Carriage. A copy of the Athens Convention is available on request. 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 of from the date and such redelivery should have taken place.

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

### 4 LIMITATION OF LIABILITY

#### Limits of Liability

4.1 The liability of the Carrier, his servants and/or agents shall, subject to any deductibles, be limited by virtue of the Athens Convention in respect of death and/or personal injury to 46,666 SDRs (approximately €50,300 or US\$73,600) per passenger per carriage; loss of or damage to cabin luggage to 833 SDRs (approximately €900 or US\$1,315); luggage other than cabin luggage 1,200 SDRs (approximately €1,295 or US\$1,890); valuables deposited with the Carrier 1,200 SDRs (approximately €1,200 or US\$1,890) per Passenger per Carriage. The above referenced approximate conversion rates are based on exchange rate as of December 2007. SDRs are a monetary unit of the International Monetary Fund and current exchanges rates can be found in major financial newspapers or at [www.ijm.org](http://www.ijm.org)

#### Fault/Neglect

4.2 The Carrier will only be liable in relation to death or personal injury and/or loss or damage to luggage in the event that the Carrier and/or its servants or agents are guilty of "fault or neglect" as required by Article 3 of The Athens Convention.

#### Contributory Negligence

4.3 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

4.4 In addition, the Carrier shall have the full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, Law and/or the laws of the Vessel's flag in respect of liability of or the global limitation on damages recoverable from the Carrier and nothing in these Conditions of Carriage is intended to operate to limit or deprive the Carrier of any such statutory or otherwise limitation or exoneration of liability. The servants and/or agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.

### **Period of Liability of Carrier**

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

### **Time Limits**

4.6 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/or as set out in Article 16 of the Athens Convention. The time limits for providing written notice of and filing all other claims is governed by the provisions of section 7, below.

### **5 POTENTIAL NON-APPLICABILITY OF EXEMPTIONS ETC.**

Without prejudice to the provisions of clauses 3 and 4 hereof, if any claim is brought against the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Conditions of Carriage are held to be legally unenforceable, then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause or whatsoever nature not shown to have been caused by the Carrier's own negligence and/or fault and neglect.

### **6 INDEPENDENT SUB-CONTRACTORS**

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

### **7 SUBMISSION OF CLAIMS**

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 periods any suit or action shall be time-barred.

### **8 SHORE EXCURSIONS**

The Conditions of Carriage including limitation of liability are applicable to any shore excursions purchased from and/or provided by the Carrier.

### **9 PREGNANCY**

9.1 We recommend that women who are less than 12 weeks pregnant should seek medical advice prior to travel. Women who are or will be 28 weeks pregnant at any stage of the cruise are required to produce a medical certificate of fitness to travel. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the passenger will be safe during the passage.

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

9.3 The ship's doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by the

Carrier in respect of the inability to provide such services or equipment. Passenger acknowledges and understands that travel by sea involves certain inherent risks, that medical evacuation or disembarkation may be delayed or impossible depending on the vessel's location and current weather and sea conditions, and that medical facilities in nearby ports may be limited or not existent.

### **10 FITNESS TO TRAVEL – HEALTH AND SAFETY**

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

10.2 The Passenger is responsible to check with government authorities in all countries on the Vessel's itinerary in order to determine any vaccination requirements, required health certificates or visas, and health and safety warnings applicable to such ports. The Carrier assumes no responsibility for informing Passengers of such matters.

10.3 If it appears to the Carrier and/or the Master of the ship, or ship's physician that a Passenger is for any reason whatsoever unfit to travel or likely to endanger his/her health or safety or endanger the health or safety or impair the comfort of others onboard or feels that the Passenger is likely to be refused permission to land at any port or to render the company liable for his/her maintenance, support or repatriation, then the Carrier and/or the Master of the ship shall be entitled at any time to take any of the following courses as appear appropriate to them as without further liability namely:

- (i) Refuse to embark the passenger at any particular port.
- (ii) Disembark the Passenger at any port.
- (iii) Transfer the Passenger from one berth to another.
- (iv) Confine the Passenger to a cabin or to the ship's hospital or other appropriate place on the Vessel.
- (v) Request the Passenger to remain in the cabin where gastro intestinal or other contagious illness is diagnosed.
- (vi) Administer first aid and/or medical treatment and/or administer any drug, medicine or other substance or to admit and/or confine the passenger to a hospital or other similar institution at any port, which either the Master or ship's physician in their sole discretion considers necessary or appropriate.

10.4 In order to avoid disappointment and for the safety and health of persons with disabilities and/or persons with reduced mobility are required to provide as much information to the Organiser at the time of booking to ensure their safety and comfort on the Vessel. The Vessel has a limited number of cabins equipped for disabled persons. The Carrier reserves the right to refuse passage to anyone who has failed to notify it of such disabilities or who in the Carrier's and/or Master's opinion is unfit for travel or anyone whose condition may constitute a danger to themselves or others onboard.

10.5 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 has guaranteed provision of these services to the Passenger or Organiser in writing.

10.6 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.

10.7 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 is likely to require medical treatment during the Voyage or which could effect his or her fitness for travel must submit prior to sailing a doctor's certificate certifying Passenger's fitness to travel.

10.8 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 has been exposed to and/or is suffering from any sickness or 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 any port on the Vessel's itinerary, shall be responsible for any loss or expense incurred by the Carrier, or the Master, directly or indirectly in consequence of such sickness or disease unless the same has been declared in writing to the Carrier or the Master, before embarkation and consent in writing of the Carrier or the Master, to such embarkation has been obtained.

10.9 For reasons of health and safety the Carrier and/or the Organiser and/or health authorities in any port shall be entitled to administer a public health questionnaire. The Passenger shall supply accurate information regarding symptoms of any illness, including but not limited to, gastrointestinal illness. The Carrier may deny boarding to passengers suffering from such illnesses, including but not limited to Norovirus. Refusal by a Passenger to complete the questionnaire may result in denied boarding.

10.10 Where a Passenger is diagnosed by the Vessel's doctor with viral or bacterial illness, the Carrier may request the Passenger to remain in his/her cabin for reasons of health and safety. Refusal to do so may result in disembarkation where the doctor and or master consider this to be a real threat to health and safety of those on board the vessel.

10.11 Where a Passenger is denied boarding and/or is disembarked and/or confined to his/her cabin as a result of health and/or fitness to travel, the Carrier shall not be liable for any loss or damage or expense occasioned to the Passenger thereby, nor will the Passenger be entitled to Compensation from the Carrier. Passengers are advised to take out travel insurance.

## **11 CHARGES FOR MEDICAL ATTENTION ETC.**

11.1 All health, medical or other special or personal services provided by the Vessel will be charged to the Passenger.

11.2 In the event that medical attendance of any kind or ambulance assistance (whether on shore, at sea or by air) is required and is provided or ordered by the Carrier or the Master or the physician on call (if any), the Passenger concerned shall be liable for the full charge or cost thereof and the Passenger shall fully indemnify the Carrier upon first demand for any costs incurred by the Carrier, its servants or agents.

11.3 Passengers who by reason of illness or through any other cause requires special or extra accommodation, or special or extra attention, during the course of the voyage, and not originally provided for, will be charged accordingly for the same.

## **12 MEDICAL TREATMENT**

12.1 The Passenger acknowledges that whilst there is a qualified doctor onboard it is the Passenger's obligation and responsibility to seek medical assistance if necessary during the cruise.

12.2 The ship's doctor is not a specialist and the ship's medical centre is not required to be and is not equipped to the same standards as a land-based hospital. The Vessel carries medical supplies and equipment in accordance with its flag state requirements. Neither the Carrier nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result. Carrier does not supervise or control the shipboard physician or shipboard medical staff in their medical treatment of Passengers and Carrier shall be not liable for any act or omission of the shipboard physician or medical personnel.

12.3 In the event of illness or accident Passengers may have to be landed ashore 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 and emergency air ambulance or other repatriation. The Carrier accepts no responsibility whatsoever in relation to medical facilities provided ashore. Medical facilities and standards vary from port to port. The Carrier makes no representations or warranties in relation to the standard of medical treatment ashore.

## **13 CONDUCT**

13.1 The Passenger agrees to abide by the Carrier's company's rules and regulations and all others and directions of the Master and the Vessel's officers.

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

13.3 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.

13.4 The Passenger shall be liable to the Carrier and shall reimburse it for all loss, damage or delay sustained by the Carrier because of any act or omission of the passenger including but not limited to breaches of paragraphs 14 to 16.

## **14 DANGEROUS GOODS OR ARTICLES**

The Passenger shall not bring on board the Vessel any illegal drugs or other illegal items, knives, firearms, weapons, goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance or item. To do so shall be a breach of these conditions and regulations and shall render the Passenger strictly liable to the Carrier for any injury, loss, damage or expense and/or indemnify the Carrier against any claim, fine or penalty arising from such breach (including but not limited to legal and other professional costs incurred in dealing with such claims, or proceedings in respect of fines or penalties on a full indemnity

basis). The Passenger may also be liable for statutory fines and/or penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and/or search the cabin, Luggage (whether or not in the cabin), other property or person of any Passenger at any time with or without notice and Passenger hereby consents to such entry and search.

## **15 SAFETY & SECURITY**

15.1 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.

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

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

15.4 No firearms or other weapons of any nature shall be brought onboard the Vessel. The Master and/or the Carrier have the right to confiscate, detain or otherwise deal with such weapons and persons carrying or transporting such items may be disembarked without any further liability to Carrier.

15.5 It may be necessary for security reasons for servants or agents of the Carrier to search passengers, cabins, and/or the baggage and goods travelling with them. The passenger hereby consents to all such searches and agrees to the removal, confiscation or instruction of any object, which may in the opinion of the Carrier impair the safety of the Vessel or cause inconvenience to the passengers.

15.6 All passengers must take care for their safety whilst walking on outside decks. Passengers should not run around the decks or other parts of the vessel.

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

## **16 ANIMALS/PETS**

16.1 With the exception of certified trained service animals, animals and/or pets are not allowed on board the vessel under any circumstances.

16.2 Any animals and/or pets brought onboard by any Passenger will be taken into custody and arrangements made for the animal to be landed at the next port of call. The Passenger shall be liable for the cost of disembarking any such pet or animal and/or any fines. Passengers carrying animals and/or pets onboard except as provided in paragraph 16.5, below, may be disembarked with no further liability to Carrier.

16.3 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.

16.4 Whilst the Carrier and its servants and/or agents will take such care as is reasonable in relation to the pet or animal whilst in the Carrier's custody.

16.5 In the event Passenger requires use of a service animal while onboard, Passenger must provide Carrier notice of intent to bring such animal in advance of departure and must provide to Carrier all of the following in writing: (1) a detailed description of the service animal including name, age, species of animal and breed, (2) a letter from a medical doctor certifying that the Passenger suffers from a disability which requires use of a service animal, (3) proof of specialized training or certification of the service animal, (4) proof of rabies and other vaccinations, (5) a health certificate

from a licensed veterinarian dated within 30 days of departure attesting to the health of the service animal. Passengers bringing service animals onboard are responsible at all times for the health and hygiene of such service animal. Passenger shall indemnify Carrier from any and all liability caused by the presence of such service animal onboard Vessel. Carrier cannot guarantee that service animals will be permitted ashore in any port of call and guests are cautioned that animals may in some cases be subject to mandatory quarantine if brought into some ports. Passenger is advised to check with all appropriate governments on the scheduled itinerary for any such quarantine or other restrictions.

## **17 LIQUOR**

17.1 Alcohol will only be served to adults.

17.2 Where the fare paid by a Passenger includes victualling, it does not also include wines, spirits, beer, mineral waters or other liquors unless indicated as included with dinner. 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.

17.3 The Carrier and/or its servants and/or agents may confiscate alcohol brought onboard by Passengers. Such alcohol will be returned to the Passengers at the end of the cruise.

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

## **18 VISAS**

18.1 (i) All passports, visas and other travel documents required for embarkation and disembarkation and at all ports are the responsibility of the Passenger.

(ii) The Passenger 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.

18.2 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 abroad and at the various ports to include the requirement of VISAS, emigration, customs, and health authorities.

## **19 PAYMENTS FOR EXTRAS**

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

## **20 OCCUPATION OF BERTHS AND CABINS**

20.1 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.

20.2 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, making a charge if he, in his absolute discretion, considers appropriate.

20.3 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.

## **21 DEVIATION, CANCELLATION, PREMATURE TERMINATION OF THE CRUISE**

(a) The Vessel's operation is subject to weather conditions, vessel traffic, government intervention, duty to assist other vessels in distress, availability of berth facilities, unusual and or unforeseeable circumstances and or circumstances which could not be foreseen or forestalled and or other factors beyond the Carrier's control. The Carrier may deviate, cancel, postpone and or terminate the Cruise at any time before or after its commencement for any reason whatsoever whether or not the Vessel may have deviated.

(b) The Carrier may at any time deviate, curtail, delay, cancel, postpone and or terminate any Cruise: (i) if the performance or further performance is hindered or prevented by causes beyond the control of the Carrier; or (ii) the Master or the Carrier considers that such termination is for any reason whatsoever necessary for the management of the Vessel or the Carrier.

(c) If the Cruise is cancelled, postponed, curtailed, delayed and or terminated by the Carrier for any one of the reasons set out in clause 22 then neither the Carrier nor Organiser will have any liability to the Passenger. If the cause was unusual and or unforeseeable and or the circumstances of which could not have been foreseen or forestalled then neither the Carrier nor Organiser shall be liable to the Passenger.

(d) The Carrier does not guarantee that the Vessel will call at every advertised port of call or follow any particular route or time table. The Master and the Carrier shall have the absolute right to change or substitute the advertised schedule and/or ports of call for any reason whatsoever.

## **22 FORCE MAJEURE**

The carrier shall not be liable for any loss or injury, damage, or inability to perform the Cruise arising from any force majeure circumstances including, but not limited to war, terrorism (actual or threatened), fire, natural disasters, acts of God, labour strikes, bankruptcy, failure of sub contractors to perform, any other events beyond the Carrier's control and or any events which are unusual and or unforeseeable.

## **23 TRANSFER TO OTHER TRANSPORT**

If the Vessel shall be prevented or hindered by any cause whatsoever from sailing or proceeding in the ordinary course, the Carrier shall be entitled to transfer the Passenger either to any other vessel or to any other means of transportation bound for the Passenger's place of destination.

## **24 LUGGAGE**

(a) The Passenger must pack all Luggage in substantial suitcases or trunks, fastened securely with case locks and strapped or roped to give added protection against damage or pilferage and clearly labelled with the Passenger's name and address. Carrier shall not be liable for damage to suitcases or luggage items including broken handles, wheels, zippers, fabrics or other protrusions, all of which shall be considered ordinary wear and tear.

(b) Luggage of Passengers must only contain their clothing and similar personal effects.

(c) 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.

(d) The Carrier shall have a lien upon and a right to sell, by auction or otherwise, without notice to the Passenger, any Luggage or other property belonging to any Passenger in satisfaction of unpaid monies or of any other monies which may in any way have become due by the Passenger to the Carrier or to its servants, agents or representatives.

## **25 SEARCH OF LUGGAGE ETC.**

(a) The Passenger, in the interest of international security and safety at sea and in the interest of the convenience of the other Passengers, agrees and hereby consents to a search being made of the Passenger's person, cabin, Luggage, other property and/or valuables whether physically, by way of screening, scanning or otherwise, by any servant, agent or independent contractor of the Carrier, prior to embarkation and/or at any other time during the cruise.

(b) The Passenger agrees to the sequestration of any property following a search or otherwise, which may, in the opinion of the Carrier, Master and/or any officers on board the Vessel, be likely in any way, to inconvenience, endanger or impair health, safety or impair the safety of the Vessel and/or her fittings, furnishings, machinery, equipment or any part thereof or prohibited by the terms of this Contract or by any relevant law.

(c) The Passenger agrees to submit to such search upon being so requested by the Master.

(d) Any member of the Carrier and/or Master's staff or crew shall be entitled to enter a Passenger's cabin to carry out necessary inspection, maintenance or repair work or for any other purpose associated therewith.

## **26 DEPOSIT OF VALUABLES**

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

## **27 PASSENGER'S LIABILITY FOR DAMAGE**

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.

## **28 GENERAL AVERAGE**

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

## **29 NO AUTHORITY TO VARY CONDITIONS**

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

### **30 NO LIABILITY FOR EMOTIONAL DISTRESS**

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

### **31 LAW AND JURISDICTION**

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

### **32 CONDITIONS SEVERABLE**

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

### **33 APPLICABILITY OF ATHENS CONVENTION**

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

### **34 LIMITATIONS APPLICABLE TO OTHER ENTITIES**

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

### **35 ADDENDUM OF OTHER CONTRACTS**

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