

CONTRACT OF CARRIAGE OF PASSENGERS FOR VOYAGES TO OR FROM A PORT IN THE REPUBLIC OF SOUTH AFRICA

CONSTRUCTION AND DEFINITIONS

"ADDITIONAL SERVICES" mean services other than the provision of the passage on board the cruise vessel, provided by third party Service Providers other than the Carrier or MSC, such as, but not limited to, air flights, transfers, hotel accommodation, road or rail shore transport, excursions ashore during the cruise and all other services provided by third parties, whose own contractual terms and conditions shall, subject to clause 22 below, be binding on the Passenger and who act as independent contractors and for whose actions (including their negligence or that of their servants and agents) the Carrier and/or MSC have no responsibility or liability.

"CARRIER" means the Owner and/or Operators and/or Charterer whether Bare Boat/Demise Charter, Time Charterer, or Sub-Charterer of the vessel to the extent that each of them acts as Carrier or performing Carrier and includes MSC.

"CRUISE" and/or "TRAVEL ROUTE" means the intended course and route between two or more geographic points on land or at sea that the operator of any means of transportation or conveyance operated by the carrier or any sub-contracted or independent carrier takes or intends to take in transportation and providing the carriage in fulfilment of this or any other relevant contract of carriage or passage. The commencement of transportation on such travel or cruise route (as the case may be) shall for international travel be when the passenger departs on an international journey, outside the borders of the passengers home country or country of domicile, commencing when they pass through passport control from their home country and ending when they pass back through passport control into their home country (including local connecting flights). Such commencement for domestic travel routes and Cruises shall be when the passenger has boarded the Cruise Ship at the scheduled or substituted embarkation port, has cleared customs and immigration and has passed through the reception formalities to board the ship, notwithstanding when the vessel departs the berth and/or when ocean navigation from the port commences, if at all. The domestic cruise and travel route shall be deemed to have been completed when the passenger disembarks at the final scheduled port of destination.

"LUGGAGE" means any baggage, packages, suitcases, trunks or other personal items belonging to or carried by any passenger, including cabin luggage, hand luggage and articles worn by or carried on the persons of the passenger or deposited with the purser for safe custody.

The "MASTER" is the Captain or person in charge of the carrying Vessel at any given point and commanding of the Cruise Ship.

"MINOR" means any child under the age of 18.

"MSC" is MSC Cruises SA which is the party with whom the Passenger has entered into the Passage Contract and this Contract of Carriage for the cruise and/or carriage on board the Vessel.

"PASSAGE CONTRACT" means the contract which the Passenger has entered into with MSC, the terms of which are evidenced by the Booking Conditions together with the answers to the Frequently Asked Questions ("FAQ's") and these terms and conditions of the Contract of Carriage, which together all form part of the Passage Contract.

"PASSENGER" is the person or persons named on the relevant passage ticket including Minors, the purchaser of the Passage Contract and any travel agent or other person who has booked the cruise and/or who is authorised to receive the Cruise Ticket and to contract on behalf of the Passenger. All references to the singular shall include the plural.

"SHORE EXCURSION" means any excursion offered for sale by the Carrier for which a separate charge is payable to either the Carrier or a Service Provider; although such charge may be included in the passage fare as part of a lump sum cruise package, whether booked prior to commencement of the cruise, or on board the vessel. Where such shore excursion is provided by a third party Service Provider and notwithstanding that a charge may have been raised by MSC, the terms and conditions of such Service Provider (including any limitation of liability or waivers) shall apply and be binding on the Passenger.

"TRIP" shall have the same meaning as "CRUISE" and as "TRAVEL ROUTE" and vice versa.

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

1. AGREEMENT AND NON-TRANSFERABILITY

MSC as the named contractual carrier, agrees to transport the person named in the Ticket ("the Passenger") on the specific voyage ("the Voyage") on named or substitute vessels. The Passenger agrees to be bound by all the terms, conditions and limitations of this and the Passage Contract as well as all Rules made and applied on board the Vessel by the Master and/or the performing carrier (if applicable). Any prior oral and/or written agreement is superseded by these conditions. These Conditions of Carriage cannot be amended without written and signed consent from the Carrier or its authorised representative. The Passage Ticket (which incorporates these terms and conditions) issued by MSC is valid only for the Passenger or Passengers for whom it is issued, for the date and Vessel indicated therein, or any substitute vessel and is not transferable.

2. BOOKING CHANGES MADE BY MSC

- 2.1 The operation of the Cruise Ship is affected by factors beyond MSC's control, such as weather and sea conditions, mechanical problems, the duty to assist ships in distress, instructions of the Port authorities relating to departure and/or arrival and/or stoppages, and the availability of Port facilities. **As a result, it may be necessary for MSC to change the date or time of the Passenger's Cruise for operational, commercial or safety reasons.**
- 2.2 MSC will notify the Passenger (or if the Passenger has booked the Cruise Ticket through a Travel Agent -that Travel Agent) as soon as reasonably possible of any changes to the Passenger's Cruise booking.
- 2.3 If MSC makes a change to the Passenger's Cruise booking, the provisions of clause 14 and 15 of the MSC Cruises SA booking terms and conditions and the further clauses referred to therein, shall apply and are fully incorporated herein.

3. CANCELLATIONS OF CRUISES BY MSC

- 3.1 **MSC may cancel the Passenger's Cruise at any time by giving the Passenger written notice of cancellation.**
- 3.2 If before or during a Cruise, MSC cancels the Passenger's Cruise for any reason, MSC may:
 - 3.2.1 refund the Passenger the amount of the Passenger's Cruise Fare in proportion to the part of the Cruise which has not been performed; or
 - 3.2.2 transfer the Passenger to another Cruise of a similar, but not necessarily identical, class and type, sailing substantially the same route with substantially similar accommodation and facilities as on the Cruise for which the Passenger booked.
- 3.3 Subject to the provisions of clause 3.2, MSC shall not be liable for any loss or damages which the Passenger may suffer if for any reasons beyond MSC's control, MSC is required to cancel the Passenger's Cruise.
- 3.4 **A change in the intended or advertised itinerary, destination port or area, rotation of ports or destinations or any shore excursion, shall not constitute a cancellation of your cruise, nor shall an inability or failure of the vessel to sail from the port of embarkation or any intermediate port on or at the schedule time or date, or at all, constitute such a cancellation of your cruise.**

4. CHANGES IN THE CRUISE, TRAVEL ROUTE OR PORTS

- 4.1 The Cruise Ship is scheduled to travel the route ("Travel Route") and stop at the ports of call ("Ports") specified in the Cruise which the Passenger has booked.

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4.2 The Cruise and Travel Route shall be deemed to have commenced when the passenger has boarded the Cruise Ship at the scheduled or substituted embarkation port, has cleared customs and immigration and has passed through the reception formalities to board the ship, notwithstanding when ocean navigation from the port commences. The Cruise and Travel Route shall be deemed to have been completed when the passenger disembarks at the final port of destination.

4.3 In the case of a repositioning or other international non-coastal voyage or cruise, or in the event of a package or multi-modal inclusive travel booking, then the Cruise Travel Route shall be deemed to have commenced when the passenger has cleared through passport control and entered the international departure area in the country of their domicile or the departure point for their pre-cruise travel arrangements if covered in their booking, for the commencement of international travel by air, train or other means of conveyance in a multi-modal package booking.

4.4 The operation of the Cruise Ship is affected by weather and sea conditions, mechanical problems, duty to assist ships in distress, instructions of the Port and other authorities relating to departure and/or arrival and/or stoppages, the availability of Port facilities, and other actors which may be beyond MSC's control.

4.5 **For these reasons, the date and/or time at which the Cruise Ship is scheduled to sail are approximate only and may be delayed for reasons beyond MSC's control.**

4.6 **MSC does not guarantee that the Cruise Ship will be able to depart the port of embarkation on or at the scheduled date or time, or at all; and/or call or stop at the Ports at which it is scheduled to call or stop; and/or that the passenger will be able to go ashore on a planned shore excursion during the scheduled Travel Route; and/or that the Cruise Ship will travel along the scheduled Travel Route. MSC may change the Travel Route and/or Ports at which the Cruise Ship calls or stops if the master of the Cruise Ship ("the Master") considers it necessary to do so for any of the reasons set out above.**

4.7 If for any reason, the Cruise Ship is unable to sail the Travel Route, MSC may transfer the passenger to another ship or to any other mode of transport bound for the original destination of the Cruise.

4.8 If the Port from which the passenger is scheduled to board the Cruise Ship is changed by MSC, MSC will at its cost arrange for the passenger to be transported to the Port at which they are required to board the Cruise Ship.

4.9 MSC shall not be liable for any loss or damages which the passenger may suffer if for any reasons beyond MSC's control:

4.9.1 The passenger has to board the Cruise Ship at a different Port;

4.9.2 the time or date on which the Cruise Ship is scheduled to leave a Port is delayed or if it is unable to depart a Port at all for reasons beyond its control and is obliged to remain moored alongside a berth or at anchor;

4.9.3 the Cruise Ship is unable to stop at a scheduled Port or anchor or stop to permit the passenger to go on a scheduled shore or other excursion, or once stopped at a Port, the passenger is unable to go ashore; or

4.9.4 the Cruise Ship is substituted by another ship or mode of transport.

5. VISAS AND TRAVEL DOCUMENTS

5.1 **The Passenger must have a valid and appropriate passport and if necessary, a valid and appropriate visa or permit (collectively "Travel Documents"), for all scheduled Ports at which the Cruise Ship is scheduled to stop for the duration of the Passenger's Cruise.**

5.2 MSC is not responsible for ensuring that the Passenger have all necessary Travel Documents. The Passenger must present the necessary Travel Documents for inspection as required on entering and exiting any Port.

5.3 **The Passenger shall be liable to MSC for any fines or penalties imposed on MSC by any authority at any Port if the Passenger does not present the necessary valid Travel Documents for inspection.**

5.4 MSC may at any time request to inspect the Passenger's Travel Documents.

6. OCCUPATION OF BERTHS AND CABINS

A passenger shall not have the right to exclusive occupancy of a cabin with

two (2) or more berths unless he has paid the Supplement applicable for exclusive occupation. The Carrier reserves the right to transfer the passenger from one cabin to another and may adjust the fare accordingly. The Master or the Carrier may if it becomes advisable or necessary at any time, transfer a passenger from one berth to another. Final Cabin numbers may be amended up until departure date. MSC will guarantee the same or a higher type of Cabin Category should it be necessary to move cabins.

7. BOARDING A CRUISE AND SECURITY

7.1 The Passenger must be present at the Port from which the Passenger's Cruise is scheduled to depart at least 2 hours before the scheduled time of departure to complete any pre-boarding procedures and security inspections.

7.2 The Passenger may not without MSC's prior written consent, take any articles on board the Cruise which MSC reasonably believes could endanger the security of the Cruise Ship or passengers, including firearms, ammunition, explosives or flammable, toxic or dangerous substances. The Passenger may not take on board any beverages or foodstuffs. Any such items (including foodstuffs which the Passenger purchase at any Port at which the Cruise Ship stops) will be retained by MSC and returned to the Passenger at the end of the Cruise, unless any such foodstuff is perishable, in which event it may be destroyed without compensation.

7.3 To ensure that the Passengers comply with these restrictions, before the Passenger boards the Cruise Ship, MSC may search the Passenger and the Passenger's luggage.

7.4 MSC may at any time during a Cruise, search any cabin, berth or other part of the Cruise Ship for security reasons.

8. LUGGAGE ON BOARD A CRUISE

8.1 Each person may take on board the Cruise Ship 4 pieces of luggage consisting of 2 suitcases and 2 pieces of hand luggage.

8.2 **The Passenger's luggage must be securely and properly packed and distinctly labelled with the Passenger's name and contact details. MSC shall not be liable for any loss, damage or delay in the delivery of any of the Passenger's luggage on board a Cruise if it is not securely and properly packed and labelled.**

8.3 **MSC is not liable for any loss or damage to the Passenger's luggage or the contents of the Passenger's luggage whilst on board the Cruise or in the custody or under the control of any Port or Service Provider.**

8.4 Unless instructed otherwise by the staff on board a Cruise Ship ("Cruise Staff") the Passenger must not at any time leave the Passenger's luggage unattended. **If the Passenger does so, the Cruise Staff may remove and/or destroy such luggage.**

8.5 **Unless the Passenger's Cruise Schedule provides otherwise, the Passenger must collect the Passenger's luggage at the end of the Passenger's Cruise.** If the Passenger fails to do so, the Passenger's luggage will be stored by MSC at the port at which the Passenger's Cruise ended, for a period of 30 days, after which it will be disposed of. Any proceeds of the disposal of the Passenger's luggage will be kept by MSC as compensation for storage costs.

9. MINORS

9.1 A person under the age of 18 years ("**Minor**") may not board any Cruise Ship unless accompanied by an adult ("**Responsible Adult**"). The Responsible Adult shall be fully responsible for that Minor's conduct and behaviour.

9.2 Minors may not order or drink alcoholic beverages or participate in gambling activities on board a Cruise Ship. If the Cruise Ship is scheduled to stop at a Port located in the U.S.A (or any Port having similar laws), the same conditions will apply to any passengers under the age of 21.

9.3 At all times when on board a Cruise Ship, a Minor must be supervised by the Responsible Adult and may participate in on board activities provided that the Minor is accompanied by the Responsible Adult.

9.4 **The Responsible Adult shall be liable to MSC for any loss or damage suffered by MSC, including damage to the Cruise Ship and/or damage to and/or loss of any furnishings, equipment and other property belonging to the Cruise Ship, which loss or damage is caused by the Minor who is under the care of the Responsible Adult.**

10. ANIMALS

A Passenger may not bring any animals and/or pets on board any cruise vessel without the written consent of MSC given at the time of the booking having been made. Any such animals or pets brought onboard by the Passenger will be taken into custody and arrangements will be made for the animal to be landed at the next port of call at the Passenger's sole expense. 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 or Carrier is liable to the Passenger in respect of any loss or injury to the pet or animal whilst in the Carrier's possession/custody in the above circumstances. The only exception to the above prohibition shall be with regard to assistance dogs licensed to Passengers with disabilities providing MSC has given its separate consent in writing at the time the booking was made and prior to the Ticket being purchased. The Passenger shall have full responsibility for such dogs.

11. MEDICAL DEVICES AND DISABILITIES

- 11.1 MSC will not supply the Passenger with wheel chairs or other medical assistance devices (**collectively "Medical Devices"**) on board any Cruise.
- 11.2 If a Passenger wishes to take any Medical Device on board a Cruise Ship or if the Passenger is mentally or physically disabled, the Passenger must have advised MSC of the Passenger's requirements not less than 30 days prior to the scheduled date of embarkation, so that MSC can have taken steps to ensure as far as is possible, that the accommodation on the Cruise is suitable for the Passenger's needs.
- 11.3 If the Passenger needs to use a Medical Device on board a Cruise Ship, or the Passenger is mentally or physically disabled, the Passenger may not board the Cruise Ship unless:
 - 11.3.1 the Passenger is accompanied by another person who will assist the Passenger throughout the Cruise; and
 - 11.3.2 the Passenger has signed the written addendum- available from the MSC office where the Passenger's booking was made.
- 11.4 **MSC may refuse to allow the Passenger to board a Cruise Ship if:**
 - 11.4.1 the Passenger has not given MSC sufficient notice of his or her requirements and signed the addendum before boarding the Cruise Ship;
 - 11.4.2 in MSC's opinion and within its sole discretion or that of the Master; the Passenger is unfit for travelling on board the Cruise Ship for the duration of the Passenger's Cruise; or
 - 11.4.3 in MSC's opinion and within its sole discretion or that of the Master; the Passenger's condition may endanger the Passenger or any other passengers if the Passenger boards the Cruise Ship. MSC may request a medical specialist's or practitioner's letter declaring that the Passenger is fit to travel before agreeing that the Passenger may embark the ship.
 - 11.4.4 **If the Passenger is mentally or physically disabled or requires the use of a Medical Device,** the Passenger may not be allowed to go ashore at certain of the Ports at which the Cruise Ship stops. A list of such Ports is available on request from MSC.

12. MEDICAL ASSISTANCE AVAILABLE ON BOARD A CRUISE SHIP

- 12.1 Limited medical services for minor medical conditions are available on board a Cruise Ship.
- 12.2 **The Passenger acknowledges that the Cruise Ship is not equipped as a hospital and the medical personnel are not specialists.** MSC and the medical personnel shall not be liable to the Passenger for any loss or damages which the Passenger may suffer because they are unable to treat the Passenger's medical condition. The Passenger is liable to pay for any medical services and medicines provided to the Passenger on board the Cruise Ship, at a Port or in any other place during the Cruise. It is the Passenger's responsibility to check with the Passenger's Medical Aid Scheme prior to departure whether they will reimburse the Passenger for any visits to the Doctor on board realizing that the Doctor may not be a South African registered medical practitioner and therefore may not have a practice number; and that the Passenger will be within international waters at the time of visiting the Doctor on board.
- 12.3 The medical facilities and standards vary at the Ports at which the Cruise Ship stops. MSC does not warrant the suitability of the medical facilities at any Port at which the Cruise Ship stops and is not

responsible for the quality and/or standards of the medical facilities available at such Ports.

13. FITNESS TO TRAVEL

- 13.1 **The Passenger warrants that the Passenger is physically and mentally fit to travel on board the Cruise Ship for the duration of the Passenger's Cruise.**
- 13.2 MSC may at any time require the Passenger to provide it with a doctor's certificate certifying that the Passenger is fit to travel on board the Cruise Ship.
- 13.3 The Passenger must make sure that the Passenger has received all necessary inoculations prior to the Cruise.
- 13.4 Any passenger who is pregnant shall be obliged to inform MSC on making the booking and the ship's Doctor on boarding of the vessel, of that fact. The Cruise Ship does not have on board facilities for childbirth. MSC shall not allow the Passenger on board the Cruise Ship if the Passenger will be at least 24 weeks pregnant by the date on which the Cruise ends.
- 13.5 **If the Passenger will be up to 23 weeks pregnant at the end of the Cruise the Passenger will not be allowed on board the Cruise Ship unless the Passenger provides MSC with a medical certificate from a medical specialist or practitioner confirming that the Passenger is fit to travel on board the Cruise Ship for the duration of the Cruise. Failure to inform the Carrier and the Vessel's doctor of pregnancy will release the Carrier from any liability to the pregnant Passenger.**
- 13.6 If in MSC's opinion and within its sole discretion or that of the Master; the Passenger is for any reason unfit to travel on board the Cruise Ship for the duration of the Passenger's Cruise, likely to endanger the Passenger's safety or the safety of others on board the Cruise, or likely to be refused permission to land at any Port at which the Cruise is scheduled to stop, then MSC may:
 - 13.6.1 refuse to allow the Passenger to board the Cruise Ship;
 - 13.6.2 refuse to allow the Passenger to leave the Cruise Ship at any Port at which it stops; or
 - 13.6.3 transfer the Passenger to different accommodation on the Cruise Ship.
- 13.7 The doctor on duty on board the Cruise Ship shall be allowed to administer first aid and any medicine or therapy or other medical treatment he considers necessary. If the Passenger refuse to cooperate with the doctor; MSC may require the Passenger to leave the Cruise Ship at the next Port at which the Cruise Ship stops.
- 13.8 **MSC will not be liable to the Passenger for any loss or damage which the Passenger may suffer as a result of not being fit to travel on board the Cruise Ship for the duration of the Passenger's Cruise, not being allowed by MSC to board the Cruise Ship because the Passenger are not fit to travel on board the Cruise Ship for the duration of the Passenger's Cruise, or being required to leave the Cruise Ship at a Port other than the Port at which the Cruise ends.**
- 13.9 MSC recommends that the Passenger seek medical advice before booking any Cruise Tickets for children up to 12 months of age.

14. PURCHASING ALCOHOLIC BEVERAGES ON BOARD A CRUISE SHIP

- 14.1 The Passenger may purchase alcoholic beverages on board the Cruise Ship.
- 14.2 MSC shall not sell any alcoholic beverage to a Minor during the Cruise. If the Cruise Ship stops at a port located in the U.S.A (or another Port having similar laws), the same conditions will apply for any passengers under the age of 21 years.
- 14.3 MSC may refuse to serve the Passenger an alcoholic beverage if in MSC's opinion, the Passenger may be a danger and/or nuisance to the Passenger him-or-herself or other passengers on the Cruise Ship.

15. SMOKING POLICY ON BOARD A CRUISE SHIP

- 15.1 The Passenger may not smoke when entering or exiting the Cruise Ship, on any balconies or in any public or private areas other than the designated smoking areas located throughout the Cruise Ship.
- 15.2 MSC recommends that the Passenger does not smoke in the Passenger's cabin because of the risk of fire. Smoking on cabin balconies is not allowed.
- 15.3 Throwing cigarettes or cigarette butts over the side of the Cruise Ship is not allowed.

16. GENERAL CONDUCT

- 16.1 MSC may refuse to allow the Passenger to board the Cruise Ship if in MSC's opinion and within its sole discretion or that of the Master, the Passenger's conduct may endanger the Passenger's safety and security, or the safety and security of others on board the Cruise Ship, or negatively affect their enjoyment of the Cruise.
- 16.2 When on board a Cruise Ship, for the sake of the Passenger's own safety and the safety of others, the Passenger must pay attention to and comply with all rules and regulations regarding the safety of the Cruise Ship and passengers, the Port facilities and the requirements of any Port authorities. The Passenger must not behave in any way which may endanger the safety of the Cruise Ship and/or any passengers on board the Cruise Ship and the Passenger must listen to and comply with all instructions given to the Passenger by the Cruise Staff.
- 16.3 If the Passenger causes any damage to the Cruise Ship and/or any damage to and/or loss of any furnishings, equipment and other property belonging to the Cruise Ship, the Passenger will be liable to reimburse MSC for such damage or loss.

17. FORCE MAJEURE

The Carrier shall not be liable for any loss, injury, damage, or inability to perform any Voyage arising from any Force Majeure circumstances such as, but not limited to: war, terrorism (actual or threatened), piracy, collision, grounding, fire, typhoon or cyclonic weather, natural disasters, Tsunami, acts of God, labour strikes, port closures, bankruptcy, failure of subcontractors to perform, or any other events beyond the Carrier's or MSC's actual personal control and/or any events which are unusual and/or unforeseeable.

18. MSC'S LIABILITY WHERE THE ATHENS CONVENTION DOES NOT APPLY

- 18.1 Where in terms of the provisions of Article 2 of The International Convention relating to the Carriage of Passengers and their luggage by Sea, adopted in Athens on 13 December 1974, that Convention does for any reason NOT apply to the carriage covered by this Contract of Carriage, then the following provisions as to liability shall apply in all respects, to the exclusion of any provisions of the Athens Convention and/or any or the Protocols thereto.
- 18.2 Subject to the other provisions of this clause, MSC is not liable for death, injury or illness caused by the negligent acts and/or omissions of any Service Provider providing Additional Services which the Passenger have purchased through MSC, or otherwise.
- 18.3 Subject to clause 19.4, any liability which MSC may have to the Passenger or to his or her dependants and/or executors or assigns, for death or personal injury is limited to a maximum of R500 000.00 in respect of each incident or event.
- 18.4 Subject to clause 19.3, MSC's is only liable for the Passenger's death, injury or illness if caused by a negligent or intentional and unlawful act or omission of MSC or its employees and/or agents. If the Passenger has contributed to such death, injury or illness, MSC's liability shall be reduced accordingly.
- 18.5 Liability of the Carrier for loss of or damage to Passenger's luggage or other property shall not exceed R10,000 per Passenger. It is agreed that such liability of the Carrier shall be subject to a deductible of R160.00 per Passenger; such sum to be deducted from the loss or damage to luggage or other property.
- 18.6 It shall be presumed that the Carrier has delivered luggage 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 fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.
- 18.7 Subject to the other provisions of this clause, MSC is not liable for any loss, injury, death, illness or damage which the Passenger may suffer as a consequence of:
- 18.7.1 the Passenger's own conduct or the conduct of other passengers on board the Cruise Ship;
- 18.7.2 the conduct of the Service Providers of the Additional Services which the Passenger have purchased through MSC; and/or
- 18.7.3 any unforeseeable and unavoidable event or "force majeure" which is beyond MSC's control, including but not limited to

actual or threatened war, invasion, hostilities, civil war and acts of terrorism, natural disasters such as earthquakes, fires, hurricanes, floods and inclement weather, and any riot, civil commotion, disorder, labour dispute, strike or lock-out by persons other than the employees of MSC.

- 18.8 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 Passenger for declared value protection.
- 18.9 Any liability which MSC may have to the Passenger and which is not limited or excluded by the provisions of the above sub-clauses, is limited to twice the cost of the Cruise Fare which the Passenger has paid for the Cruise.
- 18.10 The Carrier and Passenger agree not to demand any security from the other in connection with a claim of any kind. The Passenger waives the right to arrest or attach the Cruise Ship or to arrest or attach any other asset owned, chartered or operated by the Carrier. If the Cruise Ship is arrested or attached, then the ship and the Carrier shall have the right to any limitation and all defences available herein.
- 18.11 In addition to the restrictions and exemptions from the liability provided in these Conditions of Carriage, the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of/or the global limitation on damages recoverable from the Carrier). Nothing in these 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. MSC'S LIABILITY WHERE THE ATHENS CONVENTION DOES APPLY

Where in terms of the provisions of Article 2 of The International Convention relating to the Carriage of Passengers and their luggage by Sea, adopted in Athens on 13 December 1974, that Convention does apply to the carriage covered by this Contract of Carriage, then the following provisions as to liability shall apply.

- 19.1 The liability (if any) of The Carrier for damages suffered as a result of death or personal injury to the Passenger, or loss or damage to luggage shall be subject to the following limitations and shall be determined in accordance with the following:
- 19.2 The International Convention relating to the Carriage of Passengers and their luggage by Sea, adopted in Athens on 13 December 1974 and its 1976 Protocol, (the "Athens Convention") shall apply. Subject to the provisions of clause 20.1 and if applicable, the provisions of the Athens Convention are hereby expressly incorporated into the Terms and Conditions of Carriage. A copy of the Athens Convention is available on request and can be downloaded from the internet at www.imo.org. The Carrier shall be entitled to the benefit of all the limitations, rights and immunities provided by the Athens Convention including the full deductible under Article 8(4) of the Athens Convention. The liability of the Carrier for death, personal injury or illness to the Passenger shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention 1976 Protocol. Liability of the Carrier for loss of or damage to Passenger's luggage or other property shall not exceed 833 SDR per Passenger. It is agreed that such liability of the Carrier shall be subject to a deductible of 13 SDR per Passenger; such sum to be deducted from the loss or damage to luggage or other property. The Passenger understands that the conversion rate of SDR's fluctuates daily and may be obtained from a bank. If any provision of these Conditions of Carriage is rendered null and void by the Athens Convention, such invalidity shall be limited to the particular clause and not to the Conditions of Carriage.
- 19.3 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 set out under the Athens Convention.
- 19.4 Subject to the other provisions of this clause, MSC is not liable for any loss, injury, death, illness or damage which the Passenger may suffer as a consequence of:
- 19.4.1 the Passenger's own conduct or the conduct of other passengers on board the Cruise Ship;

19.4.2 the conduct of the Service Providers of the Additional Services which the Passenger have purchased through MSC; and/or

19.4.3 any unforeseeable and unavoidable event or "force majeure" which is beyond MSC's control, including but not limited to actual or threatened war; invasion, hostilities, civil war and acts of terrorism, natural disasters such as earthquakes, fires, hurricanes, floods and inclement weather; and any riot, civil commotion, disorder, labour dispute, strike or lock-out by persons other than the employees of MSC.

19.5 The Carrier will only be liable in relation to death and/or personal injury and/or loss of 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. The limits of liability under the Terms of the Convention shall be applicable to the Carrier's servants and/or agents and/or Independent Contractors in accordance with Article 11 of the Convention. 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.

19.6 It is presumed under the Athens Convention that the Carrier has delivered luggage 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 fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.

19.7 If the carriage provided hereunder is not "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/her contract and be deemed to be incorporated herein mutatis mutandis.

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 Passenger for declared value protection. (ii) Extra charges are: 1 % of declared value for a Voyage 1 to 7 days; 2% of declared value for a Voyage 8 to 21 days; 3% of declared value for a Voyage 22 days and over. If the value of any luggage or property is misrepresented, the Carrier's liability for loss or damage to the property shall not exceed U.S. \$100. (iii) The Carrier and Passenger agree not to demand any security from the other in connection with a claim of any kind. The Passenger waives the right to arrest the Cruise Ship or to attach any other asset owned, chartered or operated by the Carrier. If the Cruise Ship 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 Conditions of Carriage, the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of/ or the global limitation on damages recoverable from the Carrier). Nothing in these Conditions of Carriage 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 Any liability which MSC may have to the Passenger and which is not limited or excluded by the provisions of the above sub-clauses, is limited to twice the cost of the Cruise Fare which the Passenger has paid for the Cruise. The cost of such Cruise Fare for purposes of this limitation, shall exclude any amount paid for additional services, excursions, air or other fares to join or depart from any ocean voyage portion of the Cruise, insurance, hotel charges, commissions, gratuities or otherwise outside the actual ocean cruising portion of the Cruise Fare.

Without prejudice to the provisions of 20.3 to 20.9 above, 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 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 personal negligence or fault.

20. EMOTIONAL/DISTRESS

No compensation is payable by the Carrier to any Passenger 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. Under no circumstances shall the Carrier be liable for consequential damages.

21. SHORE EXCURSIONS

All excursions are provided by third party Service Providers whose own terms and conditions apply to any activity provided by them including all waivers, limitations of liability and/or transfer of risk. Should however those terms and conditions be held not to be applicable for any reason, then these Terms and Conditions of Carriage, 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.

Nevertheless passenger's attention is drawn to the fact that particularly such excursions that entail disembarkation shore using Zodiac or similar craft, can be hazardous and passengers should carefully consider their own age and any physical limitations before electing to participate in such an excursion which, subject to the applicable terms and conditions, will otherwise be at their own risk.

22. COMPLAINTS

If the Passenger has complaint relating to a Cruise which could not be resolved during the course of the Passenger's Cruise, the Passenger must report the Passenger's complaint to MSC in writing within 14 days after the date on which the Passenger's Cruise ends so that MSC can assist the Passenger with the Passenger's complaint as soon as possible.

23. CLAIMS AND NOTICE

23.1 The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by the Passenger to the Master whilst onboard the Vessel.

23.2 **Notices of claim for death, illness, or personal injury, shall be given in writing with full particulars, to the Carrier and the Cruise Ship within six (6) months (185 days) after the date such death, injury, or illness occurring.** Such notice shall be sent by registered mail to:

**CLAIMS DEPARTMENT,
MSC Cruises SA
Via A. Depretis 31, 80133, Naples, Italy.**

23.3 **If no such notice is given and/or received at the aforesaid address within that period, such claim shall be unenforceable.**

23.4 Notices of Claim for loss or damage to luggage or other property shall be given to the Carrier in writing before or at the time of disembarkation, or if not apparent, within fifteen (15) days from the date of disembarkation. Notice shall be sent by registered mail to the address in Clause 28 (B) above.

24. TIME LIMITS FOR FILING SUIT

24.1 All claims against the Carrier or the Cruise Ship for death, illness, or personal injury to a Passenger or for loss or damage to luggage or other property shall be time barred as follows: All claims shall be time barred after two (2) years from the date of disembarkation. For claims involving a Passenger under age 18 or an incompetent person, time shall be calculated from the date of the appointment of a legal representative. In such cases, such appointment must in any case be made within three (3) days after such injury or death.

24.2 All other actions, including any claim based on an alleged delict/tort or breach of contract, against the Carrier and the Vessel, shall be time barred after six (6) months (185 days), from the Passenger's disembarkation.

25. CHOICE OF LAW

These CONDITIONS OF CARRIAGE shall be governed by the law of the Republic of South Africa, unless a competent court seized of a dispute arising out of such conditions holds that it is more appropriate that the law of the country where the dispute is being adjudicated, be applied, in which case that law shall govern these CONDITIONS OF CARRIAGE.

26. JURISDICTION

Any claim against the Carrier or the Vessel arising out of this Contract of Carriage shall be brought before the Courts of Naples, Italy. Any claim by the Carrier against the Passenger may, within the discretion of the Carrier, be brought before a competent court in the jurisdiction where the contract was concluded or where the Passenger is domiciled.