

## Exhibit 2: Conditions of Carriage

### Heritage Adventurer CONDITIONS OF CARRIAGE

THESE CONDITIONS OF CARRIAGE SHALL APPLY TO ALL VOYAGES OF THE *HERITAGE ADVENTURER*.

**These Conditions of Carriage set out the terms that govern the relationship, responsibilities, and liabilities as between the Passenger and the Carrier and are BINDING ON THE PARTIES WHETHER YOU HAVE READ THEM OR NOT.**

**Where the Passenger has entered into a Passage Contract with an Organiser these Conditions have been incorporated into the Passenger's Contract with the Organiser.**

**These Terms and Conditions of Carriage will also apply where the vessel is being used as a floating hotel whether or not there is a Passage Contract and whether or not there is any carriage.**

#### 1. Non-Transferability

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

#### 2. Definitions

In these Conditions of Carriage, the following expressions have the meaning hereby assigned to them:

**"Athens Convention"** means the Terms and Provisions of the International 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;

**"Carrier" or "we" or "us"** means the owner or any charterer, whether bareboat/demise Charterer, time charterer, sub-charterer, or operator of the Vessel or any other person, to the extent that each of the above acts as carrier or performing carrier (in accordance with the definition provided in the Athens Convention);

**"Child/Children"** means any Passenger under the age of 18 years on the date of outward travel;

**"Conditions of Carriage"** means these conditions of carriage. The Passage Contract incorporates these Conditions of Carriage as express terms;

**'Disabled Person' or 'Person with Reduced Mobility'** means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, and whose situation needs appropriate attention and adaption to their particular needs for the service made available to all passengers;

**"Luggage"** means any baggage, packages, suitcases, trunks, effects, articles, matters, things or other property belonging to or carried by any Passenger, including cabin luggage, hand luggage, articles worn by or carried on

the persons of the Passenger, or deposited with the purser for safe custody, vehicles and any other property whatsoever;

**"Master"** means the Captain or person in charge of and commanding the Vessel at any given point in time;

**"Organiser"** means the party with which the Passenger has entered into a Passage Contract for the cruise and/or a Package as defined under the Package Travel, Package Holidays and Package Tours Regulations 1992 or other relevant legislation or regulations;

**"Passenger"** includes the purchaser of the Passage Contract and any person or persons named on the relevant passage ticket (including Children) or who sail on the Vessel;

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

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

**"Vessel"** means the vessel named in the relevant Passage Contract or any substituted vessel owned or chartered or operated or controlled by the Carrier.

### **3. Headings.**

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

### **4. Cruise Ticket.**

Unless otherwise agreed with your cruise provider, the cruise ticket includes the following services: all water transportation aboard the Vessel (and the Vessel's zodiacs where appropriate), use of the Vessel's public areas and facilities, ship accommodation, all meals, shore excursions (if agreed with your cruise provider), The following items are not included in the cruise ticket: airfare and air taxes, passport, visa and custom charges, gratuities to staff and crew, fees, ground handling fees, ground transfer costs, additional hotel accommodation, laundry, postage, drinks, medical services and expenses, travel insurance and communication costs.

### **5. Insurance.**

It is mandatory that all Passengers obtain and have travel insurance while travelling with the Carrier. Such insurance must cover personal injury, medical expenses, loss of or damage to luggage, repatriation expenses, evacuation expenses and pre-existing medical conditions. Passengers must be able to provide proof of insurance purchase and adequate coverage as per the above if requested by the Vessel's officers, personnel or Carrier's representative. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Passenger.

## 6. Embarkation.

The Passenger is required to be on board the Vessel at least one hour before departure or earlier, if advised by the Carrier. Enhanced security procedures may require additional embarkation time. At the time of embarkation the Passenger is responsible for having received all medical inoculations necessary for the voyage and having in his/her possession a valid passport, visas (see clause 7), proof of insurance purchase and including adequate coverage (as per clause 5), medical card and other documents necessary for scheduled ports of call and disembarkation. If Passenger fails to do so, then the Carrier shall have no further obligation to transport or to furnish transportation to Passenger.

## 7. Visas.

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

The Passenger, or in the case of Children, its parents or guardian, shall be liable to the Carrier for any fines or penalties imposed on the Vessel or Carrier by any authorities for the Passenger's failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.

The Carrier reserves the right to check and record details of such documentation. The Carrier makes no representation and gives no warranties as to the correctness of any documentation, which is checked. Passengers are strongly advised to check for all legal requirements for travelling aboard and at the various ports to include the requirement of VISAs, emigration, customs and health.

## 8. Liability

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

**8.2 Liability for Death, Injury and/or Loss of or Damage to Luggage.** 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 Athens Convention and where applicable from [EU Regulation 392/2009](#) relating to the Liability of carriers of passengers by sea in the event of accidents ("EU Regulation 392/2009"). The provisions of the Athens Convention and EU 392/2009 are hereby expressly incorporated into the Conditions of Carriage. Copies of the Athens Convention and EU 392/2009 are available on request.

The Athens Convention and EU Regulation 392/2009 limit the Carriers' liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It is presumed that Luggage has been delivered to you undamaged unless written notice is given by the Passenger within the following periods:

- i) in the case of apparent damage before or at the time of disembarkation or redelivery.
- ii) in the case of damage which is not apparent or loss of luggage within 15 days from the disembarkation or delivery, or from the date which such redelivery should have taken place.

Damages for Luggage payable by the Carrier are limited up to the Athens Convention limit of 833 SDRs or 2250 SDRs if EU Regulation 392/2009 applies.

Any liability in respect of death and personal injury and loss of and damage to luggage which the Carrier may incur to you shall always be subject to the limits of liability contained in the Athens Convention or EU Regulation 392/2009 for death/personal injury of 46,666 Special Drawing Rights (SDR) or 300,000 SDR under Athens

Convention or 400,000 SDRs under EU Regulation 392/2009 except in the case of liability for war or terrorism 250,000 SDRs.

The Carrier is not liable for valuables, monies or other securities including jewellery and watches. If they have been deposited with the reception desk on the ship for safe keeping and a receipt issued then in those limited circumstances the Carrier's liability will be as set out in the Athens Convention or EU Regulation 392/2009. The use of safes on-board a Vessel is not a deposit with the ship or with the company under the Athens Convention or EU Regulation 392/2009 or otherwise. The limits are 1200 SDRs pursuant to Athens or 3,375 SDRs pursuant to EU Regulation 392/2009.

Limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in Article 8 (4) of the Athens Convention or EU Regulation 392/2009.

## **9. Limitation of Liability**

**9.1 Limits of Liability.** The limits of liability under the terms of the Convention and/or EU Regulation 392/2009 shall be applicable to the Carriers, servants and/or agents. The Carrier shall be entitled to all the rights, defences, immunities and limitations available, respectively, Carrier and under the relevant Conventions, and nothing in these Conditions of Carriage shall be deemed as a surrender thereof. To the extent that any provision in these Conditions of Carriage is made null and void by the Athens Convention or EU Regulation 392/2009 or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further.

In respect of death and/or personal injury, loss of or damage to Luggage and valuables, the liability of the Carrier, its servants and/or agents is, subject to any deductibles, limited by virtue of the Athens Convention and the limits specified therein.

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

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

**9.4 Contributory Negligence.** 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.

**9.5 Global Limitation of Liability.** In addition to the restrictions and exemptions from the liability provided in the Conditions of Carriage, the Carrier shall have the full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, UK/EU/NZ 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.

**9.6 Period of Liability of Carrier.** Any responsibility of the Carrier hereunder is limited to the period(s) while the Passenger and/or his or her Luggage are on board the Vessel and/or any tenders and/or property owned or then being operated by the Carrier and all the conditions and regulations hereof shall be and remain in full force and effect during all periods when the Carrier is under any responsibility to the Passenger for any reason whatsoever.

**9.7 Time Limits.** The time in which a claim may be brought under the Athens Convention is limited to a period of

2 years from the date of disembarkation and as set out in Article 16 of the Athens Convention.

**10. Potential non-applicability of exemptions, etc.**

Without prejudice to the provisions of clauses 8 and 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 person or property arising out of any cause of whatsoever nature not shown to have been caused by the Carrier's own negligence or fault.

**11. Application of exemptions etc. to servants and agents of Carrier.**

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

**12. Independent sub-contractors.**

No liability of any nature whatsoever shall attach to the Carrier in connection with or arising out of negligent acts or omissions of independent sub-contractors on board the Vessel and/or ashore, including, but not limited to, airlines and land transportation companies.

The Vessel carries on-board service providers who operate as independent contractors. Their services are charged independently and the Carrier is not responsible for the provision or performance of their products and services. Such services include beauticians, manicurists, hairdressers, doctors, medical personnel, fitness instructors etc.

The Passenger accepts that the independent contractors do not at any time act as agents or representatives of the Carrier. The Carrier does not own or control any such independent contractors, makes no representation of any kind as to their performance and does not undertake to supervise their activities. Any Passenger using such services or activities shall be entering into a contract with the independent contractor and shall be deemed to agree and consent that any liability for any death, personal injury, illness, emotional distress, mental suffering or psychological injury to the Passenger or loss of or damage to property shall be the sole responsibility of the provider of such service or activity. The Carrier shall not be or become liable or responsible in any way for any act or omission of any such provider in connection with such services or activities.

**13. Reporting of Accidents.**

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

**14. 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 two years from the date on which the claim arose. Any claim or action must be brought within the applicable limitation period. After the expiry of the said period any claim or action shall be time-barred.

#### **15. Shore Excursions.**

The Conditions of Carriage with the Passage Contract including limitation of liability are applicable to the Shore Excursions purchased from and/or provided by the Carrier.

#### **16. Passengers not participating in Shore Excursions.**

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

#### **17. Onward destinations; breaking journey.**

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

#### **18. Pregnancy.**

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 23 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for safety reasons carry pregnant Passengers of 24 weeks or more by the end of the cruise. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the Passenger will be safe during the passage. The ship's doctor is not qualified to deliver babies onboard or to offer pre or post-natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment. The cruise 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 as required by its flag state. Neither the Carrier, the Organiser nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

#### **19. Fitness to Travel.**

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

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 any passenger that it considers in its sole discretion to have any symptoms of any illness including viral and/or bacterial illness. Refusal by a Passenger to complete the questionnaire may result in denied boarding. All Passengers must follow the Vessel's instructions and procedures relating to all matters including health, safety, hygiene and security.

In order to ensure that the carrier is able to carry passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including flag state, every Passenger warrants that he/she is fit to travel by sea and that his/her conduct or condition will not impair the safety of the cruise ship or inconvenience the other Passengers. The Carrier reserves the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law.

If it appears to the Carrier and/or the Master of the ship that a Passenger is for any reason whatsoever unfit to travel or likely to endanger his/her health or safety or endanger the health or safety or impair the comfort of others on-board or feels likely to be refused permission to land at any port or to render the Carrier liable for his/her maintenance, support or repatriation, then the Carrier and/or the Master of the ship shall be entitled at any time to take any of the following courses as appear appropriate to them namely:

- i) to refuse to embark or disembark the passenger at any particular port;
- ii) to disembark the Passenger at any port;
- iii) to transfer the Passenger from one berth to another.;
- iv) to confine the Passenger to a cabin or to the Vessel's hospital or other appropriate place on the Vessel; or
- v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the passenger to a hospital or other similar institution at any port, provided that the Master considers that any such steps are necessary.

Where a Passenger is denied boarding and/or refused embarkation or is disembarked or confined to his/her cabin as a result of health and/or fitness to travel, neither the Organiser nor the Carrier shall be liable for any loss or expense caused to the Passenger nor shall the Passenger be entitled to any compensation.

Any Passenger who embarks, or allows any other Passenger for whom he or she is responsible to embark, when he or she or such other Passenger is suffering from any sickness, disease, injury or infirmity, bodily or mental, or to his or her knowledge has been exposed to any infection or contagious disease, or for any other reason is likely to impair the health, safety or reasonable comfort of other persons

on board, or for any reason is refused permission to land at his or her port of destination, shall be responsible for any loss or expense incurred by the Carrier, or the Master, directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission to land, unless, in the case of sickness, disease, injury, infirmity or exposure, the same has been declared in writing to the Carrier or the Master, before embarkation and consent in writing of the Carrier or the Master, to such embarkation has been obtained.

Where a Passenger is diagnosed by the Vessel's doctor with viral or bacterial illness, the Carrier may require 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.

#### **20. Disabled Persons/Persons with Reduced Mobility.**

Disabled Persons or Persons with Reduced Mobility must inform the Organiser of their disability at the time of booking providing as much information as possible in order to ensure their comfort and safety on the Vessel. You must check with us or with the Organiser at the time of booking to enable us to assess your needs with the performing carrier. Not all ports of call will be accessible and some may be by tender or by zodiac and some may involve 'wet landings' or landings where no jetty or other such landing facility exists. Please check at the time of booking in order to avoid disappointment. Some ports of call are not suitable for persons with reduced mobility or wheelchairs. Some Shore Excursions may not be suitable for Disabled passengers or those with Reduced Mobility. You must check the itinerary at the time of booking. Not all areas of or equipment on the Vessel or

ports of embarkation or disembarkation are accessible to Disabled Persons/Persons with Reduced Mobility or suitable for access to Disabled Persons/Persons with Reduced Mobility.

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 on-board. The decision will be made by the Carrier or the Master; it will be based on safety and will be binding.

Passengers who need assistance and/or have special requests or need special facilities or equipment with regard to accommodation, seating or services required or their need to bring medical equipment must notify the Organiser at the time of booking. This is to ensure that the Passenger can be carried safely and in accordance with all applicable safety requirements. In order to ensure that the Carrier can provide the necessary assistance and there are no issues relating to the design of the Vessel or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger in a safe or operationally feasible manner.

The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing. If the Passenger cannot be carried safely and in accordance with applicable safety requirements then the Organiser and/or the Carrier can refuse to accept a Passenger or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety. If there are any particular conditions, Disabled or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organised by the Passenger and at the Passenger's expense. The vessel is unable to offer respite services, one to one personal care or supervision or any other form of carer for physical or psychiatric or other conditions. Where strictly necessary for the safety of the Passenger, the Organiser and/or the Carrier can require, before it accepts the booking, that a Passenger is assisted by an accompanying person who is fit and able to provide the assistance required. The Organiser and the Carrier reserve the right to refuse passage to anyone who has failed to notify it of their specific needs with regard to accommodation, seating or services required from the Carrier, or their need to bring medical equipment, or to bring a recognised assistance dog on board the Vessel or of any other known disabilities or who in the Carrier's and/or Master's opinion is unfit or unable to travel or anyone whose condition may constitute a danger to themselves or others onboard on the grounds of safety. These needs must be notified at the time of booking.

Please note that assistance dogs are subject to national and EU Regulations regarding travel. It is the Passenger's responsibility to check the position prior to the cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call. Assistance dogs must have all necessary papers and comply with national Regulations regarding health, inoculations, training and travel.

Those Passengers confined to wheelchairs must furnish their own wheelchairs for use ashore and must be accompanied by a travelling companion fit and able to assist them. The ship's wheelchairs are available for emergency use only. The requirement for Passengers to notify at the time of booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried and/or carried safely. It is the Passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive. Passengers must be able to operate all equipment. Where any mobility or other equipment is lost or damaged by the fault or neglect of the Organiser then it is the Organiser's or Carrier's absolute decision as to whether to repair or replace such equipment. All equipment must be capable of being carried safely and must be declared before the cruise. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.



The Carrier reserves the right to limit the number of disabled persons that may be carried onboard the Vessel to ensure that if evacuation is necessary this can be performed safely for all Passengers onboard. The Carrier reserves the right to require an accompanying person for any disabled person who is unable to meet self-reliance requirements. The Carrier reserves the right in rare circumstances to refuse a booking for a disabled person where due to their specific circumstances it is not considered that they can be safely carried on board.

Any Passenger who has any form of mental or physical disability or who is experiencing any form of mental or physical illness, where either of which disability or illness could affect his or her fitness for travel, must, if so asked by the Carrier, submit prior to sailing a doctor's certificate certifying the Passenger's fitness to travel.

#### **21. Charges for Medical Attention, etc.**

All health, medical or other special or personal services provided in connection with the cruise are provided solely for the convenience and benefit of the Passenger, who will be charged for such services.

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 medical personnel on call (if any), the Passenger concerned shall be liable for the full charge or cost thereof and shall indemnify the Carrier for any costs incurred by the Carrier, its servants or agents.

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

#### **22. Medical Treatment.**

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

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 medical centre is not designed for the treatment of on-going medical conditions and Passengers are responsible for bringing sufficient supplies of medication aboard with them. 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.

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

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.

#### **23. Children.**

The Carrier does not accept unaccompanied Children and Children will not be allowed to embark unless they are accompanied by a parent or guardian. Children on board should be supervised by a parent or guardian at all

times and are welcome at activities on board or at Shore Excursions provided that a parent or guardian is present. Children cannot remain on board if their parent(s) or guardian go(es) ashore.

Every adult Passenger travelling with any Children whether or not listed shall be responsible for the conduct and behaviour of the Children. The adult Passengers shall be liable to the Carrier and shall reimburse it for loss, damage or delay sustained by the Carrier because of any act or omission of the Passenger or Children.

Children are subject to all the Terms contained in these Conditions of Carriage.

#### **24. Conduct.**

The Passenger agrees to abide by the Carrier's rules and regulations and all orders and directions of the Master and the Vessel's officers. At all times the decision of the Master and/or the Carrier's representative will be final on all matters including but not limited to those likely to endanger the safety and well being of the Vessel and the Passengers and crew. By booking with the Organiser, the Passenger agrees to abide by the authority of the Master and/or Carrier's representative. The Passenger must at all times strictly comply with the laws, customs, and regulations of all countries visited including but not limited to those relating to foreign exchange and drugs. Should the Passenger fail to comply with the above or commit any illegal act when on the Vessel, cause damage to the Vessel, property of the Carrier or any third party, or, if in the opinion of the Master and/or Carrier's representative, the Passengers' behaviour is disruptive, threatening or abusive or is causing or is likely to cause danger or distress to others, the Carrier may terminate that Passenger's travel arrangements without any liability on the Carrier's part and the Passenger will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements. Passengers will be responsible for their own return home and for any other members of their party who cannot or will not travel without the Passenger.

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

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.

The Passenger shall be liable to the Carrier and shall reimburse it for all liabilities, costs, claims, loss, damage, expenses (including legal expenses) sustained by the Carrier because of any act or omission of the Passenger.

#### **25. Dangerous Goods or Articles.**

The Passenger shall not bring on board the Vessel any goods or articles of an inflammable or dangerous nature, or any controlled or prohibited substance, including but not limited to illegal drugs, knives, firearms or weapons. To do so shall be a breach of these Conditions of Carriage and shall render the Passenger strictly liable to the Carrier for any injury, loss, damage or expense incurred and/or to indemnify the Carrier against any claim, fine or penalty arising from such breach (including but not limited to legal and other professional costs incurred in dealing with such claims, or proceedings in respect of fines or penalties on a full indemnity basis). The Passenger may also be liable for statutory fines and/or penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and/or search the cabin, Luggage (whether or not in the cabin),

other property or person of any Passenger who the Master believes may be in breach of this clause. The Master and/or the Carrier have the right to confiscate any such dangerous

goods/items and detain or otherwise deal with any Passenger carrying or transporting the same, who may be disembarked without any further liability to Carrier.

The Passenger will in any event be liable for any injury, loss or damage occasioned by the breach and to indemnify the Carrier against any claim in respect thereof.

#### **26. Safety & Security.**

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. Passengers must at all times conduct themselves in a manner, which respects the safety and privacy of other persons onboard. Passengers must comply with any reasonable request made by any member of staff, the Master or their officers. It may be necessary for security reasons for servants or agents of the Carrier to search Passengers and/or the Luggage and goods travelling with them. The Passenger agrees to allow such search upon being requested by the Master of the ship or other authorised servants or agents of the Carrier to do so. The Passenger further agrees to the removal, confiscation or destruction of any object, which may in the opinion of the Carrier impair the safety of the Vessel or cause inconvenience to the Passengers.

All passengers must take care for their safety whilst walking on outside decks. Passengers and Children should not run around the decks or other parts of the Vessel. Passenger's Luggage must not be left unaccompanied at any time. Unaccompanied Luggage may be removed and destroyed.

#### **27. Animals/Pets.**

With the exception of guide dogs, animals and/or pets are not allowed on-board the Vessel under any circumstances.

Any animals and/or pets brought on board by any Passenger will be taken into custody and arrangements shall be made for the animal to be landed at the next port of call. The Passenger shall be liable for the cost of disembarking any such pet or animal and/or any fines.

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.

Whilst the Carrier and its servants and/or agents will take such care as is reasonable in relation to the pet or animal while it is in their possession they will not be liable to the Passenger in any circumstances in relation to the death of or injury to the pet or animal whilst in the Carrier's custody.

In the event a Passenger requires use of a guide dog while on-board, Passenger must provide to the Organiser and/or Carrier written notice of their intention to bring the guide dog on-board the Vessel in advance of departure and must provide to the Organiser/Carrier all of the following in writing:

- i) a detailed description of the guide dog including name, age, and breed,
- ii) proof of specialised training or certification of the guide dog,
- iii) proof of rabies and other vaccinations,
- iv) a health certificate from a licensed veterinarian dated within 30 days of departure attesting to the

health of the guide dog. Passengers bringing guide dogs on-board are responsible at all times for the health and hygiene of the guide dog and must ensure that the guide dog is not left unaccompanied in a cabin for longer than 4 hours. The Passenger shall indemnify the Carrier in accordance with clause 20.4 in respect of the guide dog being on-board the Vessel. Carrier cannot guarantee that guide dogs will be permitted ashore in any port of call and Passengers are cautioned that guide dogs 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. There are no veterinary facilities available on board the Vessel and the land based veterinary facilities may not be equipped to the same standards as those based in the UK.

#### **28. Liquor.**

Passengers are not permitted to take on board any liquors for use during the cruise whether for consumption in their own cabins or otherwise.

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

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. Alcohol will only be served to adults over the age of 18 years.

Alcohol of any kind and whether the property of the Vessel or of the Passenger may not be sold and/or consumed while the Vessel is in the waters of some nations or regions, where the sale and/or consumption of alcohol is prohibited or restricted by law. In such circumstances, any and all alcohol aboard the Vessel may be quarantined while the Vessel remains in the relevant nation's or region's waters and the Carrier shall under no circumstances be liable to the Passenger for any perceived loss or damage arising from the prohibition of alcohol sale and/or consumption.

#### **29. 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 concerned leaves the Vessel, in any currency in general use on board at the time of payment.

#### **30. Occupation of berths and cabins.**

The Master or the Carrier may, if in his/her opinion it becomes advisable or necessary to do so, at any time transfer a Passenger from one berth to another, adjusting the passage money accordingly only if the transfer from one berth to another constitutes an accommodation downgrade in the opinion of the Carrier.

#### **31. Maintenance during delay or overstaying.**

If the Vessel is delayed by any cause whatsoever beyond the Carrier's control, the Carrier shall be entitled to charge Passengers for their maintenance at current rates for every day of the delay.

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.

If the Cruise is cancelled, postponed, curtailed, delayed and or terminated by the Carrier for any one of the reasons set out in this clause then neither the Carrier nor Organiser will have any liability to the Passenger.

### **32. Premature termination of the Cruise, Cancellations & Route Deviations.**

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.

At any time either before or after the commencement of the voyage, and whether or not the Vessel may have deviated or have proceeded beyond the port of destination, the Carrier may, by notice in writing to the Passenger, or by advertisement in the press or on board the Vessel, or by other suitable means, deviate, curtail, cancel, postpone and/ or terminate the cruise at any time before or after its commencement for any reason whatsoever.

The Carrier may at any time deviate, curtail, delay, cancel, postpone and/or terminate forthwith this cruise:

- i) if the performance or further performance thereof is hindered or prevented by causes beyond the control of the Carrier; or
- ii) if the Master or the Carrier considers that such termination is for any reason whatsoever necessary for the management of the Vessel or the Carrier.

If the Voyage is so terminated then the Carrier will not have any liability to the Passenger whose sole remedy will be against the Organiser pursuant to the relevant national law and any amendment thereto, other equivalent legislation and/or the Passage Contract.

If the cruise is cancelled, postponed, curtailed, delayed and or terminated by the Carrier due to unusual and/ or unforeseeable reason 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.

The Vessel may proceed by any route, normal or otherwise and call at ports in any order and the Carrier may for any reason, at any time and without prior notice cancel, advance, postpone or deviate from any scheduled sailing or port of call, or tow and assist any other vessel or substitute another vessel for whatever reason and shall not be liable for any loss whatsoever to the Passenger by reason of such cancellation, advancement, postponement, substitution or deviation.

### **33. Omission of ports of call.**

The Vessel may omit to call at any port or ports or to land or embark Passengers or their Luggage if the Master or the Carrier considers that the omission is for any reason whatsoever necessary for the management of the Vessel or of the Carrier. The Master and the Carrier, acting reasonably, shall have the absolute right to change or substitute any port of call for any reason whatsoever without liability to the Passenger. When by reason of such omission, or by reason of quarantine restrictions, or restrictions of any other kind, Passengers are unable to land at the port to which they are booked and are carried to a port beyond, they may be charged additional passage money for the conveyance to the port at which they land.

### **34. Force Majeure.**

Except where otherwise expressly stated in these Conditions of Carriage, the Carrier shall not be liable to the Passenger for any loss or injury, damage or inability to perform the cruise arising any event which the Carrier could not, even with all due care, foresee or avoid ("a force majeure event"). These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity,

riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or that of the supplier(s) concerned. Advice from any relevant authority to avoid or leave a particular country/port may constitute Force Majeure.

**35. Compliance with government directions.**

The Carrier or the Master shall have the liberty to comply with any order or directions as to departure, arrival, routes, ports of call, stoppages, transshipment, discharge or destination, or otherwise, howsoever given by any government or any department thereof, or by any person acting or purporting to act with the authority of any government or any department thereof, or by any war risk insurance association working under any government scheme in which the Vessel may be entered, and nothing done or not done under such orders or directions shall be deemed a deviation.

**36. Alteration of sailing and arrival dates.**

Any dates and/or times specified in any time-tables or otherwise, which may be issued by the Carrier are only approximate and may be altered by the Carrier at any time and to such extent as is considered necessary in the interest of the voyage as a whole, without liability to the Passenger.

**37. 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, with the consent of the Passenger, to any other means of transportation bound for the Passenger's place of destination.

**38. Luggage.**

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. The Carrier shall not be liable for damage to suitcases or Luggage, all of which shall be considered ordinary wear and tear. Luggage of Passengers must only contain their clothing and similar personal effects.

Luggage must be capable of being stored in a Passenger's cabin and each Passenger's luggage allowance will be advised at the time of booking. Additional space may be available for Passengers' other Luggage in the baggage room and in the hold but the Carrier does not guarantee to be able to provide such additional space and will under no circumstances be liable if such additional space cannot be provided.

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.

**39. Search of Luggage, etc.**

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.

The Passenger agrees to the sequestration of any property following a search or otherwise, which may, in the opinion of the Carrier, Master and/or any officers on board the Vessel, be likely in any way, to inconvenience, endanger or impair health, safety or reasonable comfort of any person or persons whether on board or not, or

endanger or impair the safety of the Vessel and/or her fittings, furnishings, machinery, equipment or any part thereof or prohibited by the terms of this Contract or by any relevant law.

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

#### **40. 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 of or damage to such valuables the Carrier shall only be liable up to the limit provided in paragraph 3 of Article 8 of the Athens Convention.

The purser will also accept such articles in sealed packages, without charge, and will give a written receipt; but in this case neither he nor the Carrier will accept responsibility for loss of or damage to the deposited articles howsoever occurring.

#### **41. 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, including, but not limited to Children.

#### **42. Carrier's Liability & Warranties.**

Notwithstanding anything to the contrary elsewhere in these Conditions of Carriage, the Carrier shall not in any circumstances be liable to Passengers or anyone in their party for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature. All warranties including warranties of fitness for purpose and merchantability are hereby expressly excluded. For claims not involving personal injury, death or illness or which are not subject to the Athens Convention referred to above, any liability the Carrier may incur for the negligent acts and/or omissions or those of its suppliers, shall be limited to a maximum of the price which the Passenger paid for the Passage Contract. Where this relates to loss of and/or damage to Luggage and/or other personal possessions then the Carrier's liability will not exceed 600 Euros. The Carrier will not at any time be liable for any loss of or damage to valuables of any nature.

#### **43. No Emotional Damages.**

The Carrier shall not be liable to the passenger for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages are caused by the negligence of Carrier and resulted from the same Passenger sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are intentionally inflicted by the Carrier.

#### **44. Complaints.**

If there is a problem during your voyage, the Passenger must report it to the Carrier or its officers immediately, so that prompt efforts can be made to resolve the problem. Failure to take this step will prejudice the Carrier's ability to resolve your problem and / or investigate it fully. In consequence, any right to compensation the Passenger may have will be extinguished or, at the very least, substantially reduced.

#### **45. General Average.**

The Passenger shall neither pay nor receive any general average contribution with respect to any property.

**46. No authority to vary conditions.**

No person other than a Director of the Carrier has authority to vary these conditions and regulations and no such variation shall be of any effect unless it is in writing signed by such Director.

**47. Jurisdiction & Applicable Law.**

These Conditions of Contract and any agreement to which they apply are governed in all respects by New Zealand law. It is agreed that any dispute, claim or other matter which arises between us out of or in connection with your cruise and/or these Conditions of Carriage will be dealt with by the Courts of New Zealand only.

**48. Severance.**

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

**49. Applicability of Athens Convention.**

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