

Booking Reservation Form - Australia & New Zealand

This form must be sent with your deposit.

Final documentation will not be released until balance of payment has been received by our office.

Cruise Details

AUS/NZ Departure Date:	Cruise Departure Date:	Ship:	Booking No.
------------------------	------------------------	-------	-------------

Your Details

Please print your full name as it appears on your passport. Third & fourth passengers with different addresses require a separate form.

	First Passenger	Second Passenger	Third Passenger	Fourth Passenger
Surname				
First Given Name				
Any Additional Names				
Title (Mr/Mrs/Miss/Ms/etc)				
Date of Birth				
City and Country of Birth				
Nationality as shown on passport				
Passport Number				
Date of Issue				
City and Country of Issue				
Expiry Date				

Private Address of First Passenger

Address:		
Suburb:	State:	Postcode:
Phone:		
Email:		

Private Address of Second Passenger (if different to first)

Address:		
Suburb:	State:	Postcode:
Phone:		
Email:		

Declaration:

I am aware that valid passports, visas, travel insurance and health documents are required and that obtaining these documents is my responsibility.

On behalf of myself and all other persons named in this booking reservation form, I acknowledge that all such persons have read, understood and agreed to be bound by the terms and conditions printed on the following two pages and the booking procedure, cancellation and amendment clauses contained in the MSC Cruises brochure. Specifically I acknowledge that in some circumstances, the liability of MSC Crociere S.A. for loss or damage which I or the other persons named in this Form may suffer during the course of the transport covered by this form may be limited or excluded.

I also acknowledge on behalf of all persons named in this Booking Reservation Form that the General Sales Agent for MSC Crociere S.A reserves the right to amend fares to take into account fluctuations in the value of the Australian and New Zealand dollars or other reasons over which they have no control.

Name: _____

Signature: _____ Date: _____

Dining Room Requests

Time: First Sitting Second Sitting

Table For: 2 4 6 8

Special dietary requirements:.....

Celebrations On Board

Anniversary Date:..... Birthday:.....

Other:.....

Please note: Surcharges apply for special arrangements such as cakes etc

Insurance (adequate travel insurance is required)

Name of insurance company:.....

Insurance company 24 hour emergency telephone no.

Issued by
MSC Cruises (Australia) Pty Limited
ABN 55 003 526 725
Licence Number 2TA003126
As General Sales Agents for
MSC Crociere S.A.

Head Office:
Suite 532, 5 Lime Street
King Street Wharf
Sydney NSW 2000
Box 4541, Sydney NSW 2001
Phone: 612 8270 4191
Fax: 612 8270 4111

Agent Stamp:

--

CARRIER'S STANDARD CONDITIONS OF CARRIAGE

You must carefully read the Conditions of Carriage which set out your rights, responsibilities and limitations to make claims against the carrier, its servants and/or agents. The Carrier's liability is limited as set out in Clause 23.

Upon signing the Booking Form overleaf and payment in full of the passenger fare applicable at final payment, a contract (the "CONTRACT") will come into existence. 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. The Passenger has entered into a Passage Contract with MSC Crociere SA ("Organiser") and 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. The Carrier reserves the right to amend, modify or change the Conditions of Carriage at anytime without prior notice.

1. CONSTRUCTION AND DEFINITIONS

"PASSAGE CONTRACT" means a contract the Passenger has entered into with the Organiser, the terms of which are evidenced by the Booking Conditions which incorporate these terms. "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. "VESSEL" means the Vessel named in the relevant passage contract or any substituted vessel owned or chartered or operated or controlled by the carrier. "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 onboard the vessel.

2. NON-TRANSFERABILITY AND AMENDMENT

("The 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 its terms, conditions and limitations. All 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 Contract issued by the Organiser is valid only for the Passenger or Passengers names on the signed booking form for the date and Vessel indicated or any substitute vessel and is not transferable.

3. PARTIES DEFINED

All references to "PASSENGER" singular shall include the plural. Passenger includes the purchaser of the Passage Contract and any person or persons named on the relevant passage ticket including Minors.

"CARRIER" means the Owner and/or Charterer whether Bare Boat/Demise Charter, Time Charterer, Sub-Charterer or operator of the vessel to the extent that each of them acts as Carrier or performing Carrier. The term "The Carrier" includes CI Cruises International S.A., its agents, servants, the carrying vessel ("the Cruise Ship"), its owner, charterer, operator, any tenders or other means of transport provided by The Carrier to the Passenger.

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

"ORGANISER" is the party with which the Passenger has entered into a contract for the cruise and/or package as defined under the Council Directive 90/314/EEC of 13th June 1990 on Package Travel, Package Holidays and Package Tours which includes the cruise onboard the Vessel or other equivalent.

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

4. 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 supplement for exclusive occupation. The Carrier reserves the right to transfer the Passenger from one cabin to another and adjust the Fare accordingly. The Master or the Carrier may if advisable or necessary at any time transfer a Passenger from one berth to another.

5. MAINTENANCE DURING DELAY OR OVERSTAYING

5.1 Passengers who remain onboard after the arrival of the Vessel at its final Port of destination and after Passengers have been asked to disembark, will be required by the Carrier to pay for their maintenance at current rates for every night they remain onboard.

6. PREMATURE TERMINATION OF THE CRUISE

6.1 At any time before or after 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 advertising in the press or by any other suitable means terminate the cruise if the performance or further performance is hindered or prevented by causes beyond the control of the Carrier or if the Master or the Carrier consider that such termination is necessary for the management and/or safety of the vessel.

6.2 If the voyage is so terminated then the Carrier will not have any liability to the Passenger whose sole remedy will be against the Organiser pursuant to Council Directive 90-314-EEC 13th June 1990 or equivalent legislation and/or the Passage Contract.

7. DEVIATIONS, CANCELLATIONS AND DELAYS

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

7.2 The Carrier does not guarantee that the Vessel will call at every advertised port or follow any particular route or time schedule. The Master and The Carrier shall have an absolute right to change or substitute the advertised schedule, ports, itinerary or route, or substitute other ships, without notice. If a scheduled port of embarkation is substituted, The Carrier shall determine and arrange transportation to the substituted port at no extra expense for the Passenger.

7.3 Before the Voyage begins, The Carrier has the right to cancel the Voyage for any reason without notice if it considers that it is necessary to do so for the safety of the Vessel, or persons onboard.

7.4 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, trans-shipment, discharge or destination or otherwise given by any government or any department or by any person acting or purporting to act with the authority of any government or any department thereof or by any war risks insurance association working under any government scheme in which the Vessel may be entered. Nothing done or not done under such orders or directions shall be deemed a deviation in law.

7.5 Any dates and/or times specified in any timetables or otherwise which may be issued by the Organiser and/or 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.

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

8. EXTRA CHARGES

8.1 The Passenger shall pay in full all charges for goods and services incurred, or incurred by The Carrier on his behalf, before the end of the Voyage in any currency in

general use onboard at the time of payment.

8.2 Alcoholic beverages, cocktails, softdrinks, mineral water, casino participation, selected meals dependent on restaurants and vessels, personal items including phone, laundry, spa treatments, shopping, additional services, medical expenses, any independent contractor services or products, shore excursions or any fees, charges or taxes imposed by any government agency shall be extra charges.

9. TRAVEL DOCUMENTS

9.1 The Passenger is responsible for and shall comply with any governmental travel requirements, laws or regulations for all ports of call on the Vessel's itinerary. All Passengers must present for inspection the Ticket and Contract, a valid Passport and any visa, entry or exit permit, required by any port on the Vessel's itinerary.

9.2 The Passenger, or if a Minor, his 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.

9.3 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 as to any documentation, which is checked. Passengers are strongly advised to check for all legal requirements for travelling abroad and at the various ports to include the requirement of visas, immigration, customs and health.

10. SECURITY

10.1 The Passenger shall present himself for boarding at least two (2) hours before scheduled departure to complete any pre-boarding procedures and security inspections.

10.2 For security reasons, the Passenger agrees that agents of The Carrier may search the Passenger, his luggage, and any accompanying property.

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

10.4 Passengers are prohibited from bringing on board any articles that can be used as a weapon, explosives, illegal or dangerous goods.

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

II. HEALTH AND FITNESS TO TRAVEL

11.1 The Passenger warrants that he is fit to travel by sea and that his conduct or condition will not impair the safety of the Vessel or inconvenience the other Passengers.

11.2 Any passenger with a condition that may affect his fitness to travel must submit a physician's certificate prior to departure.

11.3 If it appears to The Carrier, the Master or the Vessel's Doctor that a Passenger is for any reason unfit to travel, likely to endanger health or safety, or likely to be refused permission to land at any port, or likely to render The Carrier liable for Passenger maintenance, support or repatriation, then The Carrier or the Master shall have the right to take any of the following courses: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger to another berth or cabin; (iv) If the Vessel doctor considers it advisable, to place him/or confine him in the Vessel's Hospital or to transfer the Passenger to a health facility at any port, at the Passenger's expense (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 ship's doctor and/or Master considers that any such steps are necessary.

11.4 Where a Passenger is refused embarkation as a result of health and/or fitness to travel, the Carrier shall not be liable for any loss or expense occasioned to the Passenger thereby, nor shall the Passenger be entitled to

any compensation from the Carrier.

11.5 The Vessel has a limited number of cabins equipped for disabled persons. Not all areas or equipment on the Vessel are accessible to disabled persons or suitable for access to disabled persons. Infirm passengers or passengers with wheelchairs may not be able to go ashore at ports where vessels do not berth alongside the dock.

11.6 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 or unable to travel or anyone whose condition may constitute a danger to themselves or others onboard.

11.7 Passengers who need assistance and/or have special requests or need special facilities or equipment must notify the Organiser at the time of booking. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing.

11.8 Those Passengers confined to wheelchairs must furnish their own standard size wheelchairs and must be accompanied by a travelling companion fit and able to assist them. The ship's wheelchairs are available for emergency use only.

11.9 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 onboard 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.

11.10 Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy.

Women up to 28 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for health and safety reasons carry pregnant Passengers of 28 weeks or more at the time of embarkation. 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.

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

11.12 The ship's doctor is not qualified to delivery 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. Pregnant Passengers are referred to the section 17 herein headed medical treatment for information regarding the medical facilities onboard.

12. PASSENGER'S CONDUCT

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

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

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

12.4 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.

12.5 Passengers' luggage must not be left unaccompanied at any time. Unaccompanied luggage may be removed and/or destroyed.

12.6 The Passenger shall not bring onboard the Vessel any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance. Breach of these conditions and regulations shall render the Passenger strictly liable to the Carrier for any injury,

loss, damage or expense and/or to indemnify the Carrier against any claim, final penalty arising from such breach. The Passenger may also be liable for statutory fines and/or penalties.

12.7 In order to ensure our health and security standards it is strictly forbidden to bring food and beverage onboard the vessels of our fleet. In compliance with this regulation and in order to guarantee the above standards, during embarkation a careful check control will be carried out through all passengers luggage. The items that are allowed are: Personal hygiene products like toothpaste, cleansing products, lotions, fluid medications for therapeutic use, baby gear and baby food items, dietary items: prescribed by a physician. Any local or " typical " food item purchased during the cruise in any port of call will be collected and returned at the end of the cruise.

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

13. ANIMALS/PETS

13.1 Animals and/or pets are not allowed onboard the Vessel under any circumstances without the Carrier's permission in writing. Any such animals or pets brought onboard by the Passenger without permission 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.

13.2 Whilst the Carrier and/or its Servants and/or Agents will take such care as is reasonable in all the circumstances in relation to the pet or animal, neither the Master or Carrier is liable to the Passenger in respect of any loss of injury to the pet or animal whilst in the Carrier's possession/custody.

14. LIQUOR

14.1 Liquor, including wines, spirits, beer or other liquors are available for purchase onboard the vessel at fixed prices. Passengers are not permitted to take onboard any such liquors for use during the voyage, whether for consumption in their own cabins or otherwise.

14.2 The Carrier and/or its Servants and/or Agents may confiscate alcohol brought onboard by Passengers.

14.3 The Carrier and/or its Servants and/or Agents may refuse to serve a Passenger alcohol or further alcohol where in their reasonable opinion the Passenger is likely to be a danger and/or nuisance to himself, other passengers and/or the Vessel.

15. MINORS

15.1 The Carrier does not accept unaccompanied Minors. Minors will not be allowed to embark unless they are accompanied by a parent or guardian. Adult Passengers travelling with a Minor shall be fully responsible for that Minor's conduct and behaviour. Minors may not order or consume alcoholic beverages or participate in gambling. When voyages include a port located in the U.S.A. the same conditions apply for passengers under age 21.

15.2 Minors onboard must be supervised by a parent or guardian at all times and are welcome at the activities onboard or at shore excursions provided that a parent or guardian is present. Children cannot remain onboard if their parents or guardians go ashore.

15.3 The adult passengers shall be liable to the Carrier and shall reimburse it for loss, damage or delay sustained by the Carrier because of any act or omission of the Passenger or Minor.

15.4 Minor Passengers are subject to all the terms contained in the Conditions of Carriage.

16. MEDICAL SERVICES BY INDEPENDENT CONTRACTORS

16.1 Medical services are available on board the vessel as a convenience to the Passenger. The Vessel's doctor and medical personnel are independent contractors and are entitled to charge Passengers for hospitalisation, any medical services and medicines provided. The Vessel's doctor and medical personnel are not under the Master's control for treating Passengers, and The Carrier shall not be liable in any way for medical services or medicines provided or not provided.

16.2 Medical facilities onboard and in the various ports of call may be limited. The Carrier shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required and is provided or ordered by the Carrier or the Master or the doctor, the Passenger concerned shall be liable

for the full charge or cost thereof and shall indemnify the Carrier upon first demand of any costs incurred by the Carrier, its Servants or Agents. Passengers who by reason of illness or through any other cause require special or extra accommodation or special or extra attention during the course of the voyage will be charged accordingly.

17. MEDICAL TREATMENT

17.1 It is the Passenger's obligation and responsibility to seek medical assistance from the qualified doctor onboard the Vessel as and when necessary during the cruise.

17.2 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 nor the doctor are liable to the Passenger as a result of any inability to treat any medical condition as a result.

17.3 In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed.

17.4 Passengers are advised to ensure that their insurance covers medical treatment.

17.5 The Carrier accepts no responsibility whatsoever in relation to medical facilities provided ashore.

17.6 Medical facilities and standards vary from port to port and makes no representations or warranties in relation to such standards.

18. OTHER INDEPENDENT CONTRACTORS

The Vessel carries on board service providers who operate as independent contractors. Their services and products are charged as extras. The Carrier is not responsible for their performance or products. These contractors may include, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, shopkeepers and others providing services. The limitations referred to in clauses 23 shall apply to all independent contractors.

19. TRAVEL PACKAGES AND SHORE EXCURSIONS

Hotel accommodation and all transport (other than The Carrier's Cruise Ship) included in Package Tours or Shore Excursions, are operated by independent contractors even if sold by Agents or Organisers on board the Vessel. "Package" shall have the same meaning as contained in the European Union and Council directive of 13 June 1990 on Package Holidays and Package Tours (90/314/EEC). The Carrier shall not be responsible in any way for the conduct, products or services provided by such independent contractors.

20. PASSENGER'S LUGGAGE AND PERSONAL PROPERTY

20.1 Each Passenger is permitted to carry on board the Vessel, two (2) suitcases and two (2) pieces of hand luggage. The Passenger agrees to pay The Carrier's current rate for any excess luggage.

20.2 Passenger's luggage and property shall include only personal belongings, and any commercial property shall be subject to an additional charge.

20.3 The Carrier shall not be responsible for any fragile or perishable property carried by the Passenger.

20.4 No animals or birds are permitted on board, except assistance dogs licensed to Passengers with disabilities providing The Carrier has given its separate consent at the time the Ticket was purchased. The Passenger shall have full responsibility for such dogs.

20.5 Passengers with their own wheel chairs must check that suitable accommodations are available at the time of booking, and a written addendum is signed by the Passenger and Company and is added to the Ticket and Contract. The Passenger agrees to, and should arrange for another Passenger to assist him during the Voyage.

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

20.7 The Carrier shall not be liable for loss or damage to Passenger's luggage or property while in the custody or control of stevedores or other independent shore side contractors.

20.8 All luggages must be claimed upon arrival of the Vessel at final port or it will be stored at Passenger risk and expense.

20.9 The Passenger shall not be liable to pay or receive any General Average contribution in respect of baggage or personal effects or property.

20.10 The Carrier shall have a lien upon and the 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 been become due by the Passenger to the Carrier or to its Servants, Agents or Representatives.

21. PASSENGERS' 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 under the age of 18 travelling with a Passenger.

22. FORCE MAJEURE & EVENTS BEYOND THE CARRIER'S CONTROL

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

23. LIABILITY

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:

23.1 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. 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. You may download a copy from the internet at www.imo.org (i) 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. (ii) 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. (iii) 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 (IV). If any provision of these Conditions of Carriage are rendered null and void by the Athens Convention, such invalidity shall be limited to the particular clause and not to the Conditions of Carriage.

23.2 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.

23.3 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.

23.4 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.

23.5 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 contract and be deemed to be incorporated herein mutatis mutandis.

23.6 The Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewelry, 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.

23.7 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 Organiser, and the Servant and/or Agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.

23.8 Without prejudice to the provisions of 23.1 to 23.7 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 enforceable then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by the Carrier's own negligence or fault.

23.9 Subject to this clause, all warranties, including warranties of fitness for use and merchantability, are expressly excluded.

23.10 Nothing contained in this Contract shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to this Contract or any documentation issued in connection with it, of all or any of the provisions of Part V in the Trade Practices Act 1974 (Commonwealth) of Australia or any other Australian legislation, the effect of which by law cannot be excluded, restricted or modified.

23.11 The Company's liability for breach of any warranties implied into this Contract by the Trade Practices Act 1974 (Commonwealth), is limited to the cost of providing goods or services provided for under this Contract again.

24. EMOTIONAL/DISTRESS

No compensation is payable by the Carrier to any Passenger for any emotional stress and/or mental anguish for any reason whatsoever. No compensation is payable by the Carrier for 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.

25. SHORE EXCURSIONS

The 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.

26. APPLICABLE LAW

The applicable law for these Conditions of Carriage shall be Italian law.

27. JURISDICTION

27.1 For all claims against the Carrier shall be brought in and be subject to the exclusive jurisdiction of the Courts of Naples, Italy.

28. NOTICES OF CLAIMS

28.1 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.

28.2 Notices of claim for death, illness, emotional stress or personal injury, with full particulars in writing shall be given to The Carrier and the Vessel 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 Crociere

VIA A. DEPRETIS 31-80133, NAPLES, ITALY.

28.3 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 28.2 above.

29. TIME LIMITS FOR FILING SUIT

29.1 All claims against The Carrier or the Cruise Ship for death, illness, emotional stress 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 as provided by Article 16 of the Athens Convention. 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.

29.2 All other actions, including any tort or breach of contract against The Carrier and the Vessel not involving personal injury or death, shall be time barred after six (6) months (185 days), from the Passenger's disembarkation.