

## Oceania Cruises Inc.

### UK CARRIERS CONDITIONS OF CARRIAGE

IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF CARRIAGE THAT GOVERN THE RELATIONSHIP AS BETWEEN THE GUEST AND THE CARRIER AND ARE BINDING ON THE PARTIES WHETHER YOU HAVE READ THEM OR NOT. THESE CONDITIONS OF CARRIAGE SET OUT YOUR RIGHTS AND RESPONSIBILITIES. THIS TICKET IS ISSUED BY OCEANIC CRUISES, INC AND CONTAINS LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS CONCERNING OUR LIABILITY FOR YOUR DEATH, ILLNESS OR INJURY, AS WELL AS LIMITATIONS CONCERNING DAMAGE CLAIMS RELATING TO LUGGAGE AND PERSONAL PROPERTY. PLEASE READ ALL THESE TERMS AND CONDITIONS CAREFULLY. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.

**Carrier strongly recommends that You obtain Your own Vacation Protection Insurance coverage to protect against loss or damage to Luggage and personal effects, trip cancellation, accidental death or injury, illness and medical expenses sustained or incurred in connection with Your Cruise.**

#### 1. DEFINITIONS

- a. “**Contract**” means the Contract between the Guest and the Organiser.
- b. “**Guest**” means all Passengers named in the Contact including Minors.
- c. The terms “**You**”, “**Your**” and “**Guest**” mean Guests travelling under this Ticket.
- d. “**Minor**” means any child under the age of 18.
- e. “**Carrier**” means Oceania Cruises Inc, the Owner of the vessel and includes any 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 in accordance with the definition provided in the Passenger Liability Regulation EU 392/2009 and where applicable the Athens Convention 1974 or the Athens Convention 2002 and any affiliated or related companies of Oceania Cruises, Inc., and in the case of each such entity, their officers, crew, pilots, agents or employees.
- f. All the terms “**We**”, “**Us**”, “**Our**” ” mean Oceania Cruises and Carriers as defined.
- g. “**Organiser**” is the party with whom the Guest 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 or other relevant legislation or regulation.
- h. The term “**Ship**” means the vessel chartered, operated, or provided by Us as the Carrier on which You travel and/or any substituted ship.

- i. The term “**Master**” means the Captain of the Ship or any person who acts under his authority.
- j. The term “**Cruise**” means all water transportation aboard the Ship and the Ship’s tenders from the port of embarkation to the port of final destination which We agree to provide You pursuant to this Ticket .
- k. The term “**Cruise Fare**” means the total amount paid, excluding Optional Facilities and Services Fees, in exchange for the Cruise to the Organiser.
- l. “**Shore Excursion**” means any excursion offered for sale for which a separate charge is payable whether booked prior to commencement of the cruise or onboard the vessel.
- m. “**Luggage**” means any Luggage, packages, suitcases, trunks or other personal items belonging to or carried by any Guest, including cabin Luggage, hand Luggage and articles worn by or carried on the persons of the Guest or deposited with the ship’s reception for safe custody, but not mobility or other medical equipment
- n. “**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, as a result of age, and whose situation needs appropriate attention and adaption to his particular needs the service made available to all Guests.
- o. The term “**Optional Facilities and Services Fees**” means all fees and charges which You voluntarily incur for items not included in Your Cruise price . this includes but is not limited to shore excursions, spa treatments, internet, and other optional purchases of products and/or services aboard the Ship, which are are provided either by Us or by third party providers.

## **2. NON-TRANSFERABILITY AND SERVICES**

The Carrier agrees to carry the person(s) named in the Contract issued by the Organiser on the date and vessel and cabin type indicated, or any substitute vessel, and is NOT TRANSFERRABLE. The Terms and Conditions of the Ticket are binding on, and confer benefits to, the Guest, the Guest’s spouse, heirs, executors, administrators, personal representatives, dependents and next of kin. We agree to transport You from the scheduled port of embarkation to the scheduled port of final destination according to all of the terms, conditions, limitations and exceptions contained in this Ticket .

The Cruise Fare paid by You to the Organiser covers all normal shipboard services and meals (except where a cover charge may be imposed in certain restaurants), unlimited soft drinks, bottled water, accommodations and facilities. The Cruise Fare does not include beer, wine, spirits, or other bottled beverages, or charges for other incidental items, activities, excursions, medical services or other personal services You purchase during the Cruise. Optional Facilities and Services, provided by independent contractors and third-party providers, will be charged To the Guest by the Carrier. Please note the following:-

- a. If the scheduled sailing date or time is delayed and as a result of that delay, You are not otherwise accommodated on board the Ship, We may arrange hotel accommodations and food at no additional expense to You for the duration of the delay.
- b. If the scheduled port of embarkation or final destination is changed, We will arrange transportation to the new port from the originally scheduled port.
- c. If the United States Department of State publishes a Public Announcement regarding a specific country or location included in the scheduled itinerary, We reserve the right to operate the Cruise or CruiseTour as scheduled or to change the itinerary, at Our discretion with no further liability. If the Cruise is shortened or terminated, We will, at Our option transfer You to another Ship or the port of final destination by other means. If the scheduled length of the Cruise is increased, You will have no responsibility for the cost of the additional Cruise Fare and We will have no responsibility to pay or compensate You in any manner, including any direct or consequential damages. In either of the above circumstances, Our responsibility ends once We return You to the point of origination as booked.

### **3. GUEST'S WARRANTIES; RIGHT TO REFUSE PASSAGE, CONFINE YOU TO STATEROOM OR DISEMBARK YOU**

You warrant that You and all other Guests travelling with You are physically, emotionally and otherwise fit to undertake the Cruise and any Shore Excursions booked; that You and they have received all medical inoculations necessary; that You and they will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's Master, officers and medical staff, and that Your conduct will not impair the safety of the Ship or jeopardize or inconvenience yourself or other guests. We may, without liability for any refund, payment, compensation or credit of any kind, refuse to embark, or may disembark, confine to a stateroom, quarantine or limit the activities during the Cruise at any time or at any port any Guest who may be suffering from contagious or infectious disease or whose presence, or that of any accompanying child, in the opinion of the Carrier, the Master, or any doctor, may be detrimental to the comfort, enjoyment or safety of other persons, or who, in the Carrier's or Master's opinion, might create a risk of harm to himself/herself or any other person, or who may be excluded from landing at the destination by Immigration or other Governmental Authorities. In such cases, the Guest shall not be entitled to any compensation, credit or payment whatsoever.

### **4. EMBARKATION**

Upon embarkation, You shall have in Your possession this Ticket, valid passport, visas, inoculations card, minor's permissions and all other documents necessary for the scheduled ports of call and final destination. We, as Carrier, shall not be liable for any losses or delays incurred by Your failure, or that of others, to maintain all of said

necessary documents. You are required to be at the airport gate at least two (2) hours prior to the scheduled departure of air transportation and are required to be aboard the Ship at least one (1) hour before scheduled departure time. We reserve the right, in Our sole discretion, to deny embarkation to any person for any reason other than discrimination on the basis of race, religion, national origin, gender, sexual preference, disability or other legally impermissible classification. In any case described in the preceding sentence, Clause 15 below requires You to advise Us in writing of any physical, emotional or mental condition which may require special attention, accommodation or treatment during the Cruise and to advise Us if You require the use of a wheelchair or other similar permitted equipment or a service dog . Under Clause 15, We may require as a condition to embarkation a certificate of fitness for certain Guests. You may be refused embarkation if You fail to follow the notification and certificate of fitness requirements of Clause 15 or if You attempt to bring on the Ship equipment not permitted on board, then this will not be permitted and may result in you being denied boarding in which case We shall have no further liability to You whatsoever.

## **5. CARRIER'S RIGHTS**

The Ship, either before embarkation or at any time thereafter and whether or not required by any maritime necessity, may remain in port, proceed by any route and deviate from or change the advertised scheduled or intended route at any stage of the voyage and may proceed to and stay at any places whatsoever, although in a contrary direction to, or outside of, or beyond the usual route, one or more times, in any order, for loading or discharging fuel, stores, labourers, stowaways, guests, or members of the Ship's company, for this, or any prior or subsequent voyage and/or for any purpose whatsoever that We, as Carrier, or the Master may deem advisable. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above mentioned provisions are not to be considered as restricted by any words of this Ticket . The Ship may adjust compass, dry-dock or go on ways before or after commencement of the voyage and may sail without pilots, tow or be towed, and assist vessels in all situations and deviate for the purposes of saving life or property. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or Master, is likely to be hindered or prevented) by war, hostilities, blockage, ice, labour conflicts, weather, surf, shallow waters, insurrections, disturbances, on board or ashore, restraint of any Governmental Authority, breakdown of the Ship, congestions, docking difficulties or any other cause whatsoever, or if We, as Carrier, or the Master of the Ship consider that for any reason whatsoever, beyond the control of the Carrier, proceeding to, attempting to enter, or entering or remaining at any port may expose the Ship to risk of loss or damage, or be likely to delay the Ship, You and Your Luggage may be landed at any port or place at which the Ship may call, in which event Our responsibility shall cease and the Contract shall be deemed to have been fully performed, or if You have not embarked, We may cancel the proposed voyage without liability.

Carrier reserves the right to refuse any items that may be considered dangerous (explosives, firearms, compressed gases, liquid oxygen, combustible or illegal items) or controlled or prohibited substances, or any other item prohibited by applicable law or that Carrier or Master deems in its sole discretion to be detrimental to the safety or comfort of any person. You agree and consent to Carrier's right to search any Luggage and enter and conduct a reasonable search of Your stateroom, personal safe or storage spaces or search You, and You agree and consent to the removal and confiscation or destruction of any object in the interest of international security and safety at sea and in the interest of the convenience and safety of other guests. All hand-carried Luggage and personal effects are the responsibility of the Guest at all times.

## **6. CARRIER'S LIABILITY**

Carriage of passengers and their Luggage by sea shall be governed EU Regulation 392/2009 and where applicable by the Athens Convention adopted at Athens on 13th day of December 1974 and the Protocol thereto adopted as of November 1976 (hereinafter referred to as "Athens Convention 1974").

The Athens Convention may be found at

<http://folk.uio.no/erikro/WWW/corrgr/passord/Athens74.pdf>

and EU Regulation 392/2009 may be found at

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/2724/annex-b-reg-ec-392-2009.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/2724/annex-b-reg-ec-392-2009.pdf)

The Athens Convention 2002 shall apply from 23 April 2002. This may be found at

[http://www.imo.org/blast/blastDataHelper.asp?data\\_id=30972&filename=5.pdf](http://www.imo.org/blast/blastDataHelper.asp?data_id=30972&filename=5.pdf)

Any liability of the Carrier for death or personal injury or for loss of or damage to Luggage arising out of carriage by sea shall be solely brought and determined in accordance with EU Regulation 392/2009 and from 23 April 2014 the Athens Convention 2002. or where applicable the Athens Convention 1974 .

Where there is a shipping incident as defined by EU Regulation 392/2009 or the Athens Convention 2002 the Guest has a right to compensation from the Carrier or the Carrier's insurance provider of up to 250.000 SDRs in any event, with the exception of circumstances beyond the Carrier's control (i.e. act of war, natural disaster, act of a third party). Compensation can go up to 400.000 SDR unless the carrier proves that the incident occurred without its fault or neglect. In the case of a non shipping incident: the Guest has a right to compensation from the Carrier of up to 400.000 SDR, if the Passenger proves that the incident was the result of the Carrier's fault or neglect. The aggregate liability of the Carrier for the death of or personal injury to a Guest shall in no event exceed 400,000 SDR's per passenger per incident (approximately £383,733.54) or 250,000 SDR's in the case of War and Terrorism (approximately £239,833.46)

Where the Athens Convention 1974 is applicable the Guest is required to prove fault or neglect of the Carrier unless Article 3 (3) applies. The maximum liability for death and or personal injury is 46,666 SDR's (approximately £44,768.27) per passenger per carriage.

Liability for loss of or damage to cabin Luggage (save medical and mobility equipment) pursuant to the Athens Conventions 2002 and EU Regulation 392/2009 is limited is limited to 2,250 SDR's (approximately £2,158.50) and where the Athens Convention 1974 is applicable 833 SDR's (approximately £799.13). Luggage is presumed to be delivered without damage unless written notice is given by the Guest 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 any such delivery should have taken place.

The Carrier shall not be liable for any loss or damage to Luggage that occurs outside the course of carriage by Sea including any loss or damage before or after the Luggage comes into the Carrier's actual possession, custody and control.

The Carrier provides safekeeping for valuables aboard Ship and encourages Guests to deposit any jewellery or other valuables brought aboard the Ship with the Reception Desk staff who will issue a receipt for such valuables. The Carrier provides an in-room personal safe for Guests convenience. However, the Carrier shall not be liable for any loss of or damage to money, jewellery, watches, precious stones and metals, securities, financial instruments, tickets and/or other valuables unless they have been delivered to the Reception Desk for safekeeping and a receipt issued in which case the Carrier's liability is limited to SDR's 3,375 (approximately £3,237.75) under EU Regulation 392/2009 and the Athens Convention 2002 or 1200 SDR's (approximately £1,151.20) pursuant to the Athens Convention 1974 . The use of safes on board is not a deposit with the Ship under EU Regulation 392/2009 or the Athens Convention 1974 or 2002.

SDR's are a monetary unit of the International Monetary Fund and current exchange rate can be found in major financial newspapers.

In respect of any loss or damage to property including Luggage which are not covered by any international conventions, and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that the Carrier may have for any such losses or damage will be limited to £500 per Guest.

All settlements will be made on the basis of actual cash value (replacement cost, less depreciation) Claims for damaged items will be settled on the basis of cost of repair. No amount shall be paid in settlement of any claim without proof of the actual cash value, or repair cost, as appropriate, arising from the loss or damage. Such proof must be sent to the Carrier. The Carriers' liability must also be proven before any settlement will be paid.

Any damages payable by the Carrier up to the Athens Convention 1974 or 2002 or EU Regulation 392/2009 limits shall be reduced in proportion to any contributory negligence by the Guest and by the maximum deductible specified in Article 8 (4) of the Athens Convention.

The Carrier shall not be liable in any way to the Guest for damages or , delay or other loss or detriment to person or property or for the Carrier's failure to commence, perform and/or complete any duty owed to You if such delay, including emotional distress damage or other loss or detriment to person or property is caused by Act of God, war or warlike operations, terrorist activities, civil commotions, labour difficulties, whether or not Carrier is a party thereto, interference by authorities, requisitioning of the Ship, political disturbance, inability to secure or failure of supplies, perils of the sea howsoever and wheresoever any of the same may arise or be caused, riot, insurrection and governmental restraint, fire, or any other cause whatsoever beyond Our reasonable control.

Save as provided by EU Regulation 392/2009 and the Athens Convention 2002 the Carrier will have no Liability to the Guest Unless the Carrier is at Fault: Under no circumstances shall the Carrier be liable without fault and no warranty, either express or implied, applies to any of the services, accommodations, facilities, activities, personnel, acts or omissions whatsoever received in connection with this Ticket . If any claim is brought against Us in a jurisdiction where any of the applicable limitations and exemptions contained in this Ticket are legally unenforceable, then in such event, We 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 if not shown to have been caused by Our negligence.

Luggage insurance is recommended. Luggage and personal belongings will be taken off the Ship upon Guest debarkation. Under no circumstances will Luggage be kept on board without the owner of such Luggage being on the Ship. Guests may bring a reasonable amount of Luggage on board Our Ships. No Luggage or items heavier than 70 lbs. will be loaded onto or offloaded from Our Ships.

Notwithstanding the foregoing, in no event shall We be liable to You with respect to any occurrence prior to embarkation or after disembarkation from the Ship. In no event shall We be liable to You with respect to any occurrence taking place other than on the Ship or launches, tender or other craft owned or operated by Us, or with respect to any Luggage, when the same is in Our custody at any shore side

installation. You agree that any Luggage or property, including all lost and found items retained by Carrier or delivered by You to Carrier, which remains unclaimed for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of Carrier and You relinquish any claim thereto. You further agree to pay all fees and expenses incurred by Carrier to deliver any such items that are claimed by You.

Any Luggage not delivered to the Ship by time of sailing may be subject to shipping and handling costs, for rerouting to an alternate port on Your itinerary. In this instance, You may be assessed, and You agree to pay, any and all related charges incurred by Carrier to have Your Luggage delivered to You.

**Emotional Distress:** Carrier hereby disclaims all liability to the Guest for damages for emotional distress, mental anguish or psychological injury of any kind, under any circumstances, when such damages were neither the result of a physical injury to the Guest, nor the result of that Guest having been at actual risk of physical injury, nor were intentionally inflicted by Carrier.

**Shore Excursions and Other Transportation, Services and Facilities:** We shall in no event be liable to You with respect to any occurrence prior to embarkation or after disembarkation from the Ship named herein or substitute, except for transportation by water which is carried out by means of a conveyance provided by Us including the Ship and our tenders. If we have made arrangements on Your behalf for the provision of travel facilities with various independent contractors, such arrangements were made solely as a convenience and not as an agent of those independent contractors, for which a surcharge may be imposed. Carrier does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities, and accepts no liability for any loss, delay, damage, injury, death, misrepresentation or disappointment whatsoever resulting there from. Carrier makes no representation, either express or implied, regarding the suitability, safety, insurance or other aspects of any such independent contractors, transportation, tours, services, products or facilities and Carrier's liability for non-performance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by Carrier on the Guest's behalf, if any. We assume no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment with or without notice or for any additional expenses occasioned thereby. This Ticket constitutes the sole agreement between Carrier and You, it being understood that the various independent contractors will enter into their own separate contractual arrangements with You, and that You assume the risk of utilizing the services and facilities of those independent contractors. Any penalties, change fees or cancellation fees that result from changes to or cancellation of air arrangements are the sole responsibility of the Guest.



## **7. THIRD PARTY PROVIDERS**

We, as the Carrier, may also provide other services or facilities as a convenience to Guests and are not responsible for services, treatments and/or attendance provided or supplies given by the medical personnel, beautician, spa personnel, barber, fitness instructor, laundry, casino, gift shop, and/or any other concessionaire or other persons providing personal services to You. Such services are provided directly to You and the service providers shall not be considered to be acting under the control or supervision of Carrier. Should You avail Yourself of the medical or other professional services which the Ship's medical personnel may furnish upon Your request, You shall do so at Your sole risk and expense and We shall not be liable for the consequences of any examination, advice, diagnosis, medication or treatment thus furnished. Charges for such medical and other professional and personal services which You request will be Your sole responsibility. Similarly, and without limitation, all spa personnel, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for You.

## **8. GUEST DETENTION**

If You are detained on board or elsewhere at any time or at final destination because of quarantine, port regulations, illness or other cause, all expenses incurred in connection with such detention shall be Your sole responsibility. If You are carried aboard the Ship beyond final destination for any reason, without fault of the Carrier, You shall pay for any additional maintenance or extra transportation. Should it become necessary, in the sole judgment of the onboard medical staff, to transfer You for medical reasons, the cost of such transfer shall be borne by You.

## **9. DANGEROUS ITEMS**

Only such personal wearing apparel, effects and gifts as are necessary and appropriate for the voyage may be brought on board by You. Any piece of Luggage must be distinctly labelled with Your name, Ship's name, suite number and sailing date. You are allowed without extra charge one (1) cubic meter (cbm) of Luggage. You may not possess firearms, explosives, flammable materials or other hazardous goods or controlled or prohibited substances, or any other item prohibited by applicable law or that Carrier or the Ship's Master deem in their sole discretion to be detrimental to the safety or comfort of any person. Such goods shall be surrendered to the Master at embarkation, and in Our discretion may be confiscated, destroyed or surrendered to authorities. You shall have no claim for loss or inconvenience thereby incurred. We assume no responsibility for any loss of or damage to Your perishable items, medicines, valuables, financial instruments, electronic equipment and the like, except as specifically provided in this Ticket Contract.

## **10. SMOKING POLICY**

Guests are reminded that smoking constitutes a serious health and safety hazard that may result from the combustion of accommodation areas and furnishings and thus is expressly forbidden in all staterooms, suites and on verandas. For the safety and comfort of Your fellow guests, We request Your cooperation and compliance with this policy. Guests choosing to disregard the policy may be subject to monetary penalties - up to the Cruise Fare paid for passage - that will be imposed to cover the costs associated with the required cleaning of stateroom furnishings, verandas and surrounding deck and accommodation areas. Guests are also reminded that the Master of the Ship reserves the right to disembark any Guests, without prior warning, for violation of this policy and said Guest(s) shall be responsible for all fees levied by governmental or quasi-governmental authorities, all costs associated with repatriation and Ship's loss of revenues from said forced disembarkation or costs associated with repairs or replacement of furnishings as a result of combustion of accommodation areas found to be caused by said Guest(s). Our ships are generally non-smoking; however, smoking is permitted in certain designated areas.

## **11. ALCOHOL POLICY**

Guests agree that the sale and consumption of alcoholic beverages will be limited to Guests who are 21 years or older and no Guest will attempt to purchase or consume such beverages in violation of this policy under any circumstances, either for themselves or others. Carrier will refuse and prohibit the sale or service of alcoholic beverages to Guests under the age of 21 years. Guests are reminded to consume alcohol in moderation and Carrier reserves the right to refuse the sale of such beverages to any intoxicated or underage Guest. Carrier reserves the right to prohibit and retain all liquor brought aboard the Ship. All liquor purchased ashore must remain in bond until disembarkation.

## **12. PETS**

No pets or other animals, except and subject to applicable laws for certain necessary service dogs for Guests who are Disabled and or have Reduced Mobility, are allowed on board the Ship. Guests wishing to bring a service dog on board the Ship must notify Carrier at the time of booking the Cruise, and must receive Carrier's written approval. Guest agrees to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on the Cruise, and to determine and meet any documentary or other requirements related to the service dog. Guest further agrees to be solely responsible for providing all food and/or other dietary requirements, medications or medical equipment required by the service animal. Passenger food, medications and/or medical treatment will not be provided by the Ship to any service dogs.

### **13. INDEMNIFICATION**

You agree to indemnify Us for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon Us or the Ship by virtue of any act or violation of law by You or by all Guests named on or travelling under this Ticket .

### **14. CHILDREN**

Infants must be one year of age as of the first day of the Cruise. Guests travelling with a young infant that does not meet this minimum age requirement will be denied boarding. No refunds or any other compensation shall be due from Us to You or anyone as a result of the denial of boarding to an underage infant or any accompanying guests. Carrier requires that Guests under the age of 18 must be accompanied by and occupy the same accommodations as a parent or other responsible adult 18 years or older who shall remain responsible for the conduct of such children at all times during the Cruise and any Shore Excursions . We do not provide services for the care, entertainment or supervision of children. Each adult Guest hereby agrees and warrants that he/she will supervise any accompanying children at all times to ensure these policies, along with all other rules of the Carrier and Ship, are strictly adhered to. Each Guest agrees to indemnify and hold Carrier harmless from any claims, expenses, loss or damages caused by the presence of any children in the care of such Guest during the Cruise or Cruise Tour. Guests must be 18 years or older to use any equipment provided in the onboard Fitness Centre, with the exception of children aged 16 or 17 years of age, who may use the equipment in this facility if accompanied by a parent or other legal guardian at all times. Children under the age of 16 are not permitted in the Fitness Centre.

### **15. HEALTH CONSIDERATIONS**

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical care and evacuation may not be available from every destination to which the Ship sails. You are required to advise Us in writing, at or prior to the time a Cruise is booked, if You require the use of a wheelchair, other special equipment or a service dog. A certificate of fitness may be required for certain Guests with communicable diseases or certain medical conditions. Guests acknowledge and understand that certain international safety requirements, shipbuilding standards, and/or applicable regulations involving design, construction or operation of the Ship may restrict access to facilities or activities for persons with a Disability or Reduced Mobility communication or other impairments or special needs. Electric scooters or electric wheelchairs may be used on board, subject to certain size and safety limitations. We strongly recommend that if You are using any make or model of wheelchair that You travel with someone who is able to assist You, both on shore and on board the Ship. Some ports of call are anchorage ports and physical conditions may preclude You from going ashore. Decisions made by the Master of the Ship in such circumstances will be binding in all instances. If

You are a Guest with Special Needs, You must bring and be responsible for all necessary items related to Your condition. If any such condition arises after the Cruise is booked, You are required to advise Us in writing immediately. Any Guest who requires oxygen canisters or oxygen concentrators must independently make all the necessary arrangements, including procuring and moving any oxygen containers while on board. Please be advised that liquid oxygen is not permitted onboard the Ship. Failure to so advise Us shall release Us and all professional personnel aboard the Ship from any liability related to such condition or its treatment. Failure to disclose physical, mental, or emotional conditions prior to the departure date, or to obtain a certificate of fitness when required as described above, or Your attempt to bring on the Ship equipment not permitted on board may result in denial of embarkation and forfeiture of the applicable Cruise Fare and in such event We shall have no liability for refund, payment, compensation or credit of any kind.

**Food Allergies:** Guests are reminded that some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Guest has any known allergies, or is intolerant to any food, he/she is required to report it to the Maître d'hôtel as soon as convenient after boarding the ship. It is the responsibility of the Guest to ensure that he/she actively avoids any food he/ she is allergic to. The Carrier will take all reasonable care if made aware in writing of any specific food or ingredient the Guest has an allergic reaction to and will assist the Guest within reason to avoid any such food or ingredients if made aware by the Guest prior to ordering such food. The Carrier is not under any obligation to prepare or provide special meals for the Guest.

**Pregnancy:** Guests understand and acknowledge that prenatal and early infant care, in particular, may require specialised diagnostic facilities and/or treatment that are not obtainable during the Cruise on board the ship and/or ashore in ports of call. The ship's doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by the Carrier in respect of the inability to provide such services or equipment.

The Carrier recommends that women who are less than 12 weeks pregnant should seek medical advice prior to travel. The Carrier does not have on board its ships adequate medical facilities for childbirth. The Carrier is unable for safety reasons to accommodate women past their 24th week of pregnancy.

All pregnant women are required to produce a doctor's letter stating that mother and baby are in good health, fit to travel taking into account the proposed Itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery calculated from both the last menstrual period and ultrasound (if performed). The Carrier cannot carry a Guest unless they comply with this requirement.

The Carrier expressly reserves the right to refuse passage to board to any Guest who has or will enter the 24<sup>th</sup> week of pregnancy at the beginning or at any time during the

Cruise or who appears to be in an advanced state of pregnancy and the Carrier shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Guest.

**EU Regulation 1177/2010** applies where the Cruise begins in a EU port. A summary may be viewed at

<http://eur-lex.europa.eu/legal-content/EN/LSU/?uri=CELEX:32010R1177>

Guests must provide full details at the time of booking of any requirement for a disabled cabin and or if the Guest has any special seating requirements and or if the Guest needs to bring any medical equipment on board and or the Guest needs to bring a recognised assistance dog on board the vessel. Please note that assistance dogs are subject to national regulations. Where the Company considers strictly necessary for the safety and comfort of the Guest and in order for the Guest to fully enjoy the cruise, it may require a Disabled Person or Person with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Carrier assessing the need of the Guest on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary. Guests confined to a wheelchair are asked to kindly furnish their own standard size collapsible wheelchair and must also be accompanied by a travelling Guest who is fit and able to assist them.

If the Guest has any particular conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organized by the Guest and at the Guest's expense. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of care for physical or psychiatric or other conditions.

If after careful assessing the Passenger's specific needs and requirements, the Carrier concludes that the Guest cannot be carried safely and in accordance with applicable safety requirements then the Carrier can refuse embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety.

The Carrier reserves the right to refuse to carry any Guest who has failed to adequately notify the Carrier of any Disabilities or needs for assistance in order for the Carrier to make an informed assessment that the Passenger can be carried in a safe or operationally feasible manner on the grounds of safety. If the Guest does not agree with a decision of the Carrier then the Passenger must provide a complaint in writing with all supporting evidence to the Company and the matter will be considered by a Senior Manager.

The Carrier reserves the right to refuse to carry any Guest who in the opinion of the Carrier is unfit for travel or whose condition may constitute a danger to themselves or others on the Cruise on the grounds of safety.

## **16. GENERAL AVERAGE**

You will not be liable to pay, nor be entitled to receive, any general average contribution with respect to property taken with You on the Ship.

## **17. PAYMENTS**

Any and all payments made by You to Us shall be made in currency of the United States of America or other currency acceptable to Us. All charges for services and products provided on board the Ship must be settled in cash or charged (via credit card acceptable to Us) before Your final disembarkation from the Ship. Any other expenses incurred by You or by Us on Your behalf shall be payable by You on demand. Carrier accepts no responsibility for credit card processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of Carrier or its credit card processing bank.

## **18. CARRIER'S RESERVED RIGHTS**

Nothing contained in this Ticket shall be construed to limit or deprive Us of the benefit any Statute or law whatsoever which might be applicable providing for exoneration from or limitation of liability in any Court of competent Jurisdiction. The provisions of Clause 6 limiting liability shall extend to each of the independent contractors (including caterers and concessionaires) as well as Our servants and agents and the Ship.

If any other person should be held responsible, he, she or it shall be entitled to all of the benefits, limitations and exceptions mentioned in this Ticket . This Ticket and every term and provision hereof shall be and remain in full force and effect during all periods when We are under any responsibility to You or for Your property for any reason whatsoever.

## **19. GUEST'S COVENANTS**

You covenant and warrant that You agree to all terms, conditions, limitations and exceptions herein contained, and by accepting and/or using this Ticket/ you agree a that the same shall be binding on you . Guest must take proper steps (including provision of all necessary documents) as may be required to enable him or her to land at his or her port of destination and generally to comply with the laws of the country in which such port is situated. We shall not in any circumstances whatsoever, whether or not such documents are produced to Us by You, be responsible for any information or advice as to said laws as may be given by You to Us as the Carrier nor shall We be liable for the consequence of any insufficiency or irregularity in such documents or the noncompliance by You with such laws.

Guest must attend all mandatory safety briefings and muster drills at the commencement of the Cruise and any subsequent briefings or drills ordered by the ships officers during the Cruise and Guests shall comply with all onboard safety policies and procedures on board ship and familiarise themselves with all emergency exits and generally the nature and character of the Ship in order to ensure safe evacuation of the ship in the case of an emergency.

The Guest represents that he or she will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's officers and medical staff; that his or her conduct will not impair the safety of the Ship or inconvenience other Guests.

The Carrier and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. All Guests agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. In the interest of health and safety the Carrier may deny boarding to any Guest who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Where illness is diagnosed on board the vessel all Guests agree that they may be required to remain in their cabins for such duration as required by the ship's doctor. Refusal by a Guest to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. Refusal to remain in the cabin or otherwise reasonably co-operate or follow the Doctor's or Captain's instructions following illness may result in the Guest being disembarked at the next port of call. Neither the Organiser nor the Carrier shall have any liability to the Guest in the event of denied boarding or disembarkation.

Guests must report any accident to an Officer on board the Ship and provide such information and complete such documentation as may be required.

Should the actions or inactions of any Guest(s) result in the Ship not sailing at its scheduled departure time, Carrier shall assess Late Departure Fees, beginning at US\$1,000.00 per Guest, to said Guest(s) directly responsible for any departure that is delayed more than 15 minutes beyond the scheduled and published departure time, to cover the costs levied against Carrier by port authorities, governmental and quasi-governmental agencies as agreed and liquidated damages.

## **20. NO SOLICITATION**

You shall not solicit other Guests for commercial purposes or advertise goods and services on board the Ship without the Carrier's prior written permission. Solicitation in any form will result in mandatory disembarkation from the Ship with no refund for any unused portion of the Cruise or other pre-purchased items including Your return airfare.

## **21. USE OF LIKENESS**

Carrier has the exclusive right to use video and other visual/audio portrayals of You or Your likeness taken during Your Cruise in any medium of any nature whatsoever for any purpose, including advertising or promoting the services of Carrier without any compensation being paid to You. Any such portrayal or likeness shall be the exclusive property of the Carrier.

## **22. NOTICE OF CLAIMS**

Suits for personal injury, illness or death: no suit shall be maintained against us for personal injury, illness or death of the guest arising from, related to or connected with the Cruise, Cruisetour or this ticket contract, unless written notice of the claim with full particulars be delivered to us or our agent at any address set forth herein within six (6) months from the date of such injury, illness or death; and in no event shall any suit for any cause against us with respect to personal injury, illness or death be maintainable, unless suit shall be commenced within two year time limit as laid down by EU Regulation 392/2009. Athens Convention 2002 or where applicable Athens Convention 1974.

## **23. LAW AND JURISDICTION**

Forum for lawsuits: You and We agree irrevocably that any dispute arising out of, in connection with Your carriage and any claim including personal injury, shall be litigated, in the Courts of England and Wales applying English law.

## **24. AMENDMENTS AND MODIFICATIONS**

In the event amendments or modifications to this Ticket Contract are required, they can only be made by Us in writing by a director of Oceania Cruises Inc.

## **25. INDEPENDENT CONTRACTORS**

The Carrier shall have no obligation or liability of any kind to the Guest for acts or omissions in connection with or arising out of arrangements with independent contractors since they are not employees of The Carrier. Arrangements with independent contractors include, but are not limited to the following: i) services or products available for the Guest's convenience on board the Ship and furnished by barbers, hairdressers, manicurists, masseurs, spa operators, photographers, entertainers, instructors, lecturers and others; ii) services, products or transportation provided elsewhere than on board the Ship which are furnished by others in connection with sightseeing tours, pre-cruise and post-cruise tours, excursions and shore trips, including, but not limited to tender service.



Each Guest agrees that all rights, exemptions from liability, defences and immunities of whatsoever nature referred to in the Ticket applicable to the Carrier and the Ship, shall in all respects inure also for the benefit of any servant, agent or independent contractor of the Carrier acting in the course of or in connection with their employment so that in no circumstances shall any such servant, agent or independent contractor as the result of so acting be under any liability to any such Guest different from that of the Carrier, and for purposes of the agreement contained in this section, the Carrier is or shall be deemed to be acting on behalf of and for the benefit of all persons who are or may be its servants, agents or independent contractors from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract contained in or evidenced by the Ticket.

## **26. SHORE EXCURSIONS**

Shore Excursions are available for purchase on board the Ship or prior to embarkation. Where the Carrier has sold Shore Excursions to Guests as principal than in these circumstances the Carrier will at all times endeavour to appoint reputable and competent local Suppliers in respect of these Shore Excursions. The terms and conditions of the Suppliers will however be applicable. These may limit or exclude liability of the Supplier. The liability of the Carrier will not exceed that of any Supplier.

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

Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any Supplier. In the event of a complaint by a Guest, the Shore Excursion will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of England and Wales have not been met. The Carrier does not operate, perform or otherwise organise and/ or audit any Shore Excursions. All Guests must ensure that they are fit and healthy to undertake Shore Excursions. Guests must assume responsibility for their actions while ashore and for their participation in shore activities.

Where Guests purchase Shore Excursions and activities directly from a local Supplier then in such circumstances, the local Supplier is entirely independent of the Carrier even where the Carrier assist in booking such activities available as agent or otherwise. The Carrier is not responsible for any acts or omissions that are wholly attributable to the fault of the local Supplier.

## **27. MISCELLANEOUS**

The illegality or invalidity of any paragraph, clause, or provision of this Ticket Contract shall not affect or invalidate any other paragraph, clause or provision

thereof. All headings set forth in this Ticket Contract are for convenience only and have no separate meaning or effect.

## **28. NOTICES**

Except as otherwise expressly provided in the Ticket, all written notices required by the Ticket must be mailed, postage prepaid, to OCEANIA CRUISES, INC. Suite ABC, Beresford House ,Town Quay, Southampton, SO14 2AQ.

Telephone: 0845 505 1920 [www.OceaniaCruises.com](http://www.OceaniaCruises.com)

Ticket 20130204