



## *Booking Conditions Update*

Due to Covid-19 the cruise lines introduced flexible options for their customers to ensure they do not lose out. These options include Future Cruise Credits and transferring to alternative sailings or deferring your sailing to the subsequent year. We would like to advise that these options do have some terms & conditions that will apply that may not be included in their standard booking terms as follows. We advise our customers to please see the individual cruise line's website for most up-to-date conditions.

For cruise line standard terms and conditions, please see the following pages.



# Important cruise information

## FARES

For up to date fares please contact your travel agent, call us on 0344 338 8660 or visit [princess.com](http://princess.com).

At the time of booking fares are charged on a per person basis and are based on two adults sharing the lowest grade available within the stateroom type specified. Fares are based on specific departure dates and are subject to availability. Singles pay 200% of the double occupancy fare, across all cruises and staterooms. Passengers in 3rd and 4th berths pay 50% of the launch fare. We reserve the right to levy a charge for payments made by credit card. You will be advised of the rate of any such charge at the time of making a payment.

## PACKAGE GUIDE PRICE

Package prices are available and include flights from London, as well as transfers between airport and ship. Hotel stays can also be arranged at an additional cost as part of the package. Please call or check online for latest package fares.

## GUARANTEES

When you or your travel agent makes a booking you may be offered the guarantee of a stateroom grade, rather than a specific stateroom number. Accepting a guarantee means that you have a firm booking and you will be allocated a stateroom of at least the grade you have booked but this could be anywhere on the ship. We are unable to guarantee a queen bed configuration as not all staterooms convert. The fare you have been quoted will remain unchanged.

## PAYING YOUR FARE

For bookings made more than 90 days before departure, we require 15% of the total fare per person as a deposit, which is non-refundable. A confirmation will be sent to you showing the deposit you have paid and invoicing the balance of your fare outstanding, which must be received by Princess no later than 90 days before departure. If your balance is not received by the due date, Princess reserves the right to end the contract between us and re-sell the accommodation held for you, which will result in the loss of your deposit as well as cancellation fees. Should you cancel within 90 days of departure, cancellation fees will apply in accordance with our Booking Conditions. Your holiday insurance may provide for you to recover such fees, subject to the policy terms and conditions. For bookings made 90 days or less before departure, full payment is required straight away.

## PASSPORTS & VISAS

If you are a British Citizen, a full passport is required for all the holidays in this brochure and you will need to have 6 months validity in your passport after your date of return. Non-British Citizen Passport requirements can be checked by contacting our recommended visa service, CIBT on 0845 899 7213. Visa and documentation requirements vary by destination and change from time to time without prior notice. Guests should check with the consulate of each country they will visit, or a visa service to verify current regulations. Princess Cruises use CIBT Visa Services which can be reached on 0845 899 7213 or by visiting <http://visacentral.com/princess>. It is the guest's responsibility to have proper travel documentation. They should reconfirm visa requirements with the consulate 5-7 days prior to the cruise. Please note the following:

**Australia** – all passengers must have a valid Australian Visa, eVisitor approval or an ETA (Electronic Travel Authority). This also applies to passengers in transit, even if you do not intend to go ashore at an Australian port.

**Canada** – if you are flying in or out of Canada you will need an ETA (Electronic Travel Authorisation).

**India & China** – a visa will need to be purchased for India and China whether you are embarking, disembarking, in transit or staying on board. If you decide to apply for your visa(s) through the Princess approved supplier you will have to pay an additional charge.

**South America** – travellers who do not hold British Citizen and European passports may need to obtain visas for some South American countries. Failure to obtain the correct travel documentation can lead to hefty fines that will need to be paid by the passenger. Please check your visa requirements before embarkation to avoid extra expense.

**St. Petersburg** – we expect to be able to arrange block visas for passengers travelling on organised shore excursions, however if this is not possible we will advise you in good time to obtain a visa yourself. If you intend to go ashore independently a Russian Tourist Visa is required, see <http://ru.vfsglobal.co.uk> for details. You must bring a photocopy of the photograph page of your passport if you are intending to go ashore with an organised excursion or independently. If you are disembarking in St. Petersburg please note that a Visa will be required, this is considered independent travel.

**USA (including territories)** – all British citizens must obtain ESTA (Electronic System for Travel Authorization) approval prior to travelling to the United States. This must be obtained prior to leaving home as authorisation of applications can take up to 72 hours. To apply follow the link to the ESTA application website at <https://esta.cbp.dhs.gov>. The cost of obtaining an ESTA is \$14 (subject to change at any time). Having obtained ESTA approval, British citizens may enter the US without a visa. British Subject passport holders are required to obtain a full US visa prior to travel. For all other nationalities, please check your eligibility on the US Embassy website at [www.usembassy.org.uk](http://www.usembassy.org.uk) Please note that in order to travel to the United States your passport must be machine-readable if issued before 26 October 2005. If issued between 26 October 2005 and 26 October 2006 it must have a digitally applied photograph; and if issued on or after 26 October 2006 it must be biometric. If your passport is issued after this date and is machine readable but not biometric, you will need to obtain a full US visa, see [www.usembassy.org.uk](http://www.usembassy.org.uk) for details.

**Vietnam/Cambodia** – a visa will be obtained for you onboard for a fee. Please ensure you have two passport sized photographs with you.

## TRAVEL ADVICE UNIT

The Foreign and Commonwealth Travel Advice Unit may have issued information about your holiday destination, in which case you are advised to check online at [www.fc.gov.uk/knownbeforeyougo](http://www.fc.gov.uk/knownbeforeyougo).

## VACCINATIONS

Vaccination requirements vary by destination and change from time to time. It is your responsibility to have with you any necessary health certificates. We recommend that you seek advice from your medical practitioner or travel medicine clinic, at least six weeks before your cruise, to discuss your personal travel plans and obtain appropriate advice and vaccinations prior to travel. Alternatively, you can find detailed travel information on the NaTHNaC website at [www.nathnac.org](http://www.nathnac.org). Seasonal influenza vaccination is recommended for all guests. You will find further travel health advice on the UK government funded website at [www.travelhealthpro.org.uk](http://www.travelhealthpro.org.uk)

**Malaria** transmission may occur in India, Brazil and Vanuatu; we

therefore recommend that you seek advice from a Travel Medicine clinic if you are travelling on a cruise which calls to these countries. Since these recommendations change continuously, you should check in good time before departure with your GP, or ask your travel agent for a copy of the Department of Health's leaflet, "Advice on Health for Travellers", or visit [www.masta.org](http://www.masta.org)

## ONBOARD MEDICAL REQUIREMENTS

There is a well equipped Medical Centre on every Princess Cruises ship, but our facilities are not designed for extensive or continuing treatment of pre-existing conditions. So if you have a medical condition that necessitates the use of oxygen, or you will be taking any medical equipment with you such as a nebuliser, CPAP machine or oxygen concentrator, or if you need to dispose of medical sharps or require peritoneal dialysis you must inform us at the time of booking. We are unable to carry any passengers suffering from a contagious disease. Passengers who normally require assistance in the activities of daily living must be accompanied by a companion who is fit and able to assist them. If health conditions as disclosed at the time of booking change, Princess must be notified immediately. As ships are outside the scope of the National Health Service, charges will be made for all medical services, although in most cases these charges will be claimable under your travel insurance.

## MUMS TO BE

Princess cannot carry passengers who have entered their 24th week of pregnancy. Please see the Booking Conditions for further information on travel during pregnancy.

## MOBILITY

If you have a condition that requires special accommodation or you need to bring a wheelchair or mobility scooter please notify your travel agent or our Reservations Department and/or Medical Department at the time of booking. We encourage passengers using a wheelchair to travel with someone who is able to assist them both ashore and at sea. Some ports of call require water shuttle to go ashore and may preclude passengers using a wheelchair from leaving the vessel; this decision must be made by the ship's Captain and is binding. Passengers must bring wheelchairs for their own use.

## GROUPS

Princess enables groups of guests to travel together. A refund credit is available for 1 in every 16 lower berth guests booked into the group and meeting the required criteria. See [princess.com](http://princess.com) for details.

## CONSECUTIVE CRUISES

Some cruises are a combination of two cruises back to back. This means that the ship's entertainment programmes and menus will be repeated in the second half of the cruise. However, because of the choice and variety available onboard we are sure this will not impact on your overall enjoyment of the cruise. Please note that access to/from the ship may be restricted on the day linking the two cruises due to customs regulations, and some services may not be available. We regret that we cannot guarantee that the same stateroom number will be allocated for the consecutive cruise, but all attempts will be made to achieve this.

## STATEROOM CONFIGURATION

Staterooms with 3 and 4 berths can be Pullman beds, Murphy beds, sofa beds or a rollaway bed. The specific configuration can be confirmed directly through Princess Cruises or your travel agent. Photos, floor plan diagrams, and amenities represent typical arrangements and may vary by ship.

## YOUR ONBOARD ACCOUNT

One of the best things about cruising with Princess is the convenience of being able to have your expenses charged to your stateroom. By providing your credit or debit card details in advance on the Cruise Personalizer, you are automatically registered for Express Check-Out, so all you need to do is check your final statement which will be delivered to your stateroom prior to disembarkation. Please note that whilst you are onboard your daily spend will be authorised at close of business each day with your card provider. These authorisations remain on your card for up to 28 days. On your return home, you may wish to contact your card provider to clear any outstanding authorisations so as to not affect your credit limit.

## ONBOARD CURRENCY

Onboard currency is in US dollars. However, ships sailing in Australia (and between Australia and Asia) will have Australian dollars as their onboard currency.

## GRATUITIES

During your cruise you will meet staff who provide you with excellent service. Crew members often rotate to different vessels within the Princess fleet which helps to maintain our high standards on every ship. These dedicated workers reflect our philosophy that all crew on all ships are but one family who share in our success. To simplify the tipping process for our passengers, a discretionary gratuity of \$14.50 per guest for interior, oceanview, and balcony staterooms, \$15.50 per guest for mini-suites and club class, and \$16.50 per guest for suites, including children, will be automatically added to your shipboard account on a daily basis. This gratuity will be shared amongst the staff that support your cruise experience, including all wait staff, stateroom stewards, buffet stewards, and housekeeping staff across the fleet. A 18% gratuity is added to bar charges and dining room wine accounts. This is shared amongst the beverage staff and their support staff. We know you will find these services onboard exemplary. Casino dealers and Lotus Spa personnel do not share in these gratuities, as not all passengers utilise these services.

## AGE LIMITS

Guests must be 21 years of age to purchase or drink alcohol on all ships except for guests on cruises between Australia/New Zealand, China, Europe and Singapore ports, the drinking age will be 18 years old. For cruises between Japan ports, the drinking age will be 20 years old. Guests must be 18 years of age or over to gamble on all Princess ships. Passengers under 18 are not permitted in the nightclub or the casino after 11pm. Children must be 6 months of age to travel on Princess ships, except for certain cruises where the minimum age is 12 months. Please call for details.

## CHILDREN'S FACILITIES

Most Princess ships feature a Youth Centre and a Teen Centre. The minimum age for children to participate in supervised activities is 3 years. Younger children are welcome in the Youth Centre but must be accompanied by a parent or guardian. Group babysitting is also available (\$5 per hour charge between 10pm and 1am); however private babysitting is not available. Pacific Princess does not have a dedicated Youth and Teen Centre; however when 20 or more children aged 3 to 17 are travelling onboard these ships they will enjoy

a varied schedule of supervised activities. Please note that nappies cannot always be purchased on board and Youth Coordinators will not change nappies, bottle feed or administer medication. In compliance with guidelines issued by the US Government's Centre for Disease Control and Prevention, the use of swim nappies is not permitted onboard Princess ships.

## DINING

This information is to be read in conjunction with pages 22-27 where you will find details of complimentary and chargeable dining options. Once onboard and subject to availability, you may switch from Traditional Dining to Anytime Dining with 24 hours notice to the Maitre D'. Dining times are subject to change based on itinerary and season. Anytime Dining is not available on Diamond Princess while in Japan. Club Class Dining is available for breakfast and dinner each day as well as lunch on sea days and is only available for Club Class and Full Suite guests. Wine charges apply. Wine menu and food items vary by ship and are subject to change. Vines available on select ships. Some items within the programme carry a charge. Cover charges apply as follows and includes set lunch or dinner courses; additional main courses and/or specialty items can be purchased for an additional fee: "SHARE by Curtis Stone is \$39pp. "Salty Dog Gastropub \$12pp. "Sabatini's Italian Trattoria \$25pp (\$12.50pp for children aged 3-12, no charge for children aged 0-2 years). "Harmony, Sabatini's, Sterling Steakhouse and Bayou Cafe \$29pp (\$14.50pp for children aged 3-12 years, no charge for children aged 0-2 years). "La Mer \$12pp lunch, \$35pp dinner. "Crown Grill \$29pp (\$21.75pp for children aged 3-12 years, no charge for children aged 0-2 years). "Kai Sushi, Gelato, Lobster & Dim Sum Bar and Ocean Terrace Seafood Bar carry à la carte pricing. "Crab Shack \$29pp. "Chef's Table is limited to 10-12 guests at \$95pp with wine \$80pp without on all ships except Sea Princess or Sun Princess or ships operating in Australia and Asia. "Chef's Table Lumière \$115pp with wine \$100 without. "Wine Maker's Dinner is limited to 12 guests at \$40pp. "Ultimate Balcony Dining is available in select staterooms on sea days: breakfast \$45 per couple, dinner \$100 per couple. Corkage fee of \$15 applies. Dining options, menus and locations vary by ship. These charges are subject to change.

## SPECIAL DIETS

Please advise us of any special dietary requirements to accommodate medical needs or allergies no less than six weeks before you sail. We can cater for low sodium, low-fat and vegetarian diets. Kosher meals (frozen entrées only) and baby food (excluding baby formula) are available upon written request.

## SMOKING ARRANGEMENTS

Smoking is permitted in designated areas of the public rooms and outer decks. Smoking is not permitted in other passenger public areas, in your stateroom or on your balcony. We ask all passengers to refrain from smoking cigars and pipes anywhere indoors, although this is permitted on the designated areas of the outer decks. Electronic cigarettes are permitted within the confines of the guest's stateroom (balcony not included) and within designated smoking areas only.

## CHANGES TO INFORMATION

The information in this brochure represents Princess Cruises' intentions at the time of going to press. Subsequent events may cause us to unavoidably change our plans, which could affect the published content, itineraries and government fees and taxes. In the event of significant alterations you will be told promptly, and if it becomes necessary to increase the cost of the holiday we will comply with the applicable law on surcharging as set out in our Booking Conditions.

## PHOTOGRAPHY

The photography used in this brochure depicts typical scenes that may be viewed on a Princess cruise, but is not intended to be a specific representation of what can be seen.

## FINANCIAL PROTECTION

Princess Cruises is a member of ABTA, (membership number V8764) which means you have the benefit of ABTA's assistance and Code of Conduct. You can use ABTA's approved Alternative Dispute Resolution (ADR) process if you have a complaint that is not resolved. For more information please see [www.abta.com](http://www.abta.com).

The fly-cruises in this brochure are financially protected by the ATOL scheme. Our ATOL number is 6294. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. ATOL protection does not apply to all holiday and travel services listed in this brochure. All non-fly cruises sold in the UK are protected by ABTA. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for further information, or for more information about financial protection and the ATOL Certificate go to [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate).

The combination of travel services offered to you by Princess Cruises is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all EU rights applying to packages. Princess Cruises will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Princess Cruises has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. Please visit our website [www.princess.com](http://www.princess.com) for more information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018. If you are not able to access our website you can ask us to send you with a copy of these key rights. You can view a copy of the Package Travel and Linked Travel Arrangements Regulations 2018 at <https://www.legislation.gov.uk/ukdsi/2018/378011168479/body>

# Booking conditions

These are the terms and conditions which will apply to your holiday. Please read them carefully as you will be bound by them.

## DEFINITIONS

1. In these Conditions and unless the context requires otherwise: **"the Contract"** means the contract made between Princess and the Passenger relating to the Package; **"Cruise"** means the cruise on board the ship as described in the relevant Princess brochure or other later documentation published by or on behalf of Princess; **"Disability"** includes a condition that results in a person's mobility, when using transport, being 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, or as a result of age, and which results in that person's situation needing appropriate attention and adaptation to his particular needs in respect of the services made available by Princess to all passengers; **"unavoidable and extraordinary circumstances"** means a situation beyond the control of Princess the consequences of which could not have been avoided by Princess even if all reasonable measures had been taken and which means that Princess cannot, as a result, provide the Package, or part thereof, including any part of the itinerary, and includes (without limitation) technical problems, war or threat of war, terrorist activity or the threat of terrorist activity, riots, civil commotion, disaster, Act of God, natural and nuclear disaster, fire, closure of ports, strikes or other industrial action, medical problems on board the ship or at intended ports, including, in each case, incidents of infectious or other diseases or illnesses, lawful deviation at sea in response to a distress call or other emergency and adverse weather conditions; **"itinerary"** means the proposed itinerary as described in the relevant Princess brochure or other later documentation published by or on behalf of Princess; **"the Passenger"** means each and every person named in the booking and/or a Princess ticket; **"Princess"** means Carnival plc trading as Princess Cruises. Princess's ships are operated by Princess Cruise Lines, Ltd., a Bermuda Company, save for Sun Princess and Dawn Princess, which are operated by Carnival plc Australian branch. In the case of carriage by air Princess is licensed by the Civil Aviation Authority under ATOL 6294; **"the fare"** means the fare for the Package as detailed in the confirmation invoice issued by Princess (excluding shore excursions and any additional charges shown as such in the relevant Princess brochure or otherwise advertised) and payable by the Passenger under the Contract; **"shore excursion"** means any excursion offered for sale by Princess for which a separate charge is payable outside the fare whether reserved in the UK prior to the commencement of the Package or purchased on board the ship; **"shuttle service"** means any transportation service (ferry, bus, coach or minibus) provided by a third party which may (without guarantee) be available to Princess's Passengers in certain ports; **"lack of conformity"** means a failure to perform, or the improper performance of, the Travel Services; **"Minor"** means a person below the age of 18; **"Travel Services"** means the Cruise and any flights to and from the UK that are purchased from Princess and any pre-cruise and/or post-cruise package which is sold at the same time as the Cruise which forms the package travel contract (hereinafter referred to as the **"Package"**), but not shore excursions or shuttle services; **"a significant alteration"** means major changes to your Package; **"Supplier(s)"** means any company or individual which provides any service forming part of the Package.

## THE CONTRACT

2. The Contract shall be between Princess and the Passenger on the basis of these Conditions and the information contained in the brochure or website, and shall be governed by English law and the non-exclusive jurisdiction of the English courts. The combination of Travel Services offered to you under the Contract is a package within the meaning of The Package Travel and Linked Travel Arrangements Regulation 2018. Therefore, you will benefit from all EU rights applying to packages. Princess will be fully responsible for the proper performance of the Package as a whole. Additionally, as required by law, Princess has protection in place to refund your payments and, where transport is included in the Package, to ensure your repatriation in the event that it becomes insolvent.

3. By making a booking, the Passenger confirms that all persons named in the booking including Minors and persons under disability (and their personal representatives) have agreed to be bound by these Conditions and all other terms of the Contract, and that he/she has their authority to do so on their behalf and that all details provided for all Passengers named in the booking are correct. When a Passenger makes a booking on behalf of other Passengers, Princess shall collect details for all Passengers named in the booking from the Passenger making the booking and will communicate with the Passenger making the booking using the contact details provided, rather than each individual Passenger in the group.

4. All Packages are subject to availability at the time of booking. No Contract shall be made until the deposit (or, where appropriate, the full fare) has been paid, whether or not a booking confirmation has been issued, but all money paid to a travel agent in respect of a booking shall be treated as having been paid to Princess. Failure to pay the balance by the due date shall entitle Princess to cancel the booking and retain the deposit by way of a cancellation charge, together with any cancellation charges due in respect of flights pursuant to clause 33. Failure to pay any other amount by the due date shall entitle Princess to cancel the booking and to retain an amount by way of a cancellation charge as set out in clauses 32, together with any cancellation charges due in respect of flights pursuant to clause 33.

5. A Passenger shall not have the right to exclusive occupancy of a stateroom, or hotel room as appropriate, with two or more berths unless the single person supplement is paid. If a cancellation results in a Passenger becoming the sole occupant of a stateroom, or hotel room as appropriate, with two or more berths, he/she shall be liable to pay the single person supplement. If a cancellation reduces the number of Passengers originally booked together in a stateroom, or hotel room as appropriate, the remaining Passengers shall each be liable to pay any increase in the fare arising as the result of such reduction. In the event that all Passengers who are booked in a stateroom permanently disembark the ship before the end of the Cruise, then the stateroom will revert to Princess's inventory.

6. For Packages including any flights to or from the UK (and if not already confirmed at the time of booking), Princess will issue an ATOL

confirmation invoice giving the details of the flight arrangements (including UK and destination airports) within a reasonable time after such arrangements are known.

7. Shore excursions are available for separate purchase prior to sailing and on board. They do not form part of the Contract and are not performed by Princess but by local operators.

8. A booking may only be made by a person aged 21 or over. All Passengers who, at the time of departure, will be under 21 years old must be accompanied and supervised by a parent or guardian. Passengers must be aged 21 years or over to drink alcohol on all Cruises except Cruises which depart from and return to Europe, China, Hong Kong, Singapore or Taiwan, or Australia and New Zealand on which Passengers must be aged 18 years or over to drink alcohol and Cruises which depart from and return to Japan on which Passengers must be aged 20 years or over to drink alcohol. Passengers must be aged 18 years or over to gamble on board the ship. Princess reserves the right to request proof of age; parents and guardians are obligated to ensure compliance with the requirements of this clause.

9. Children aged 6 months or less at the commencement of the Package will be refused permission to board the ship and Princess shall have no liability whatsoever for any consequences of such refusal. Certain Packages also have prohibitions on children aged 12 months or less. Passengers should check with Princess before booking.

10. Passengers are responsible for ensuring that they arrive in plenty of time for check in for flights to/from the ship including any interconnecting flights. Passengers are responsible for checking with regard to any delay/cancellation of flights. Passengers must ensure that they have a valid passport and any other necessary travel documents (such as visas) for their Package and should read the relevant section of the Princess brochure or visit [www.princess.com](http://www.princess.com) before booking.

11. Princess may incur a fine if the Passenger fails to comply with all relevant visa or documentation requirements for their Package. Princess reserves the right to re-charge any such fines to the Passenger.

## AMENDMENTS TO THE CONTRACT

12. In clauses 12 and 13 "another person" means another person who can comply with all conditions applicable to the Package. A Package may be transferred to another person provided that the Passenger consults with Princess Cruises prior to purporting to transfer the Package and Princess Cruises receives in writing the transfer request at least 7 days before the scheduled departure date. Where Princess agrees to the transfer, both the Passenger and the substituted Passenger shall be jointly and severally liable for the payment of any balance of the fare due and for any reasonable additional fees, charges or other costs arising from the transfer.

13. Any transfer of a Package to another person will be subject to payment of all charges incurred in connection with the transfer (for example hotel amendment charges) and any transfer of a Package including any flights will also be subject to any charges imposed by the airline. Passengers should note that airlines may not allow transfers on scheduled flights and that a flight booking may have to be cancelled and rebooked, in which event the re-booking will always be subject to flight availability and to payment of any charges imposed by the airline which may, in some cases, be the full cost of the ticket. Any request for a transfer of a Package to another person which is received by Princess Cruises less than 4 days before the scheduled departure date shall be treated as a cancellation by the Passenger of the Contract and a cancellation charge under clause 32 shall become payable.

14. If a Passenger wishes to transfer to another Package, this will generally be treated as a cancellation under clause 32. Princess Cruises, at its discretion, may allow the transfer without treating it as a cancellation if the Princess Cruises holiday to which the transfer is to be made departs within 12 months of the original and is for a higher fare. Agreement to transfer a Package would also be conditional upon such a request being made more than 90 days before the original scheduled departure date, there being availability; and to payment of both an administration charge of £100 and any expenses (such as airline and/or hotel charges) incurred by Princess Cruises as a result. Such a transfer would only be allowed on one occasion. The criteria for allowing transfers may be changed by Princess Cruises at any time without notice. All transfers to another Package will be treated as a new booking. Any discount or promotion applicable to the original booking may not apply to the new booking, in which case the Passenger shall be required to pay any difference in fare.

15. After a Package has been booked, Princess Cruises will try to accommodate any request for a change, but such changes are always at Princess Cruises discretion and may be subject to an administration charge of £20.

## FITNESS TO TRAVEL AND PASSENGERS WITH DISABILITIES AND/OR REDUCED MOBILITY

16. In order to ensure that Princess 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 the ship's flag state, the Passenger making the booking represents that all Passengers in the booking are fit to travel.

17. At the time of booking every Passenger is obliged to inform Princess of any condition, including but not limited to reduced mobility or any Disability of any Passenger travelling in the booking, which may require special arrangements, medical equipment/supplies, care or assistance. This is to ensure that the Passenger can be carried safely and in accordance with all applicable safety requirements and for Princess to consider whether the Package is generally suitable for the person with reduced mobility or any Disability. If Princess considers that the Package is not suitable for the person with reduced mobility or any Disability or if the Passenger cannot be carried safely and in accordance with applicable safety requirements then Princess can refuse to accept a booking or to subsequently embark that Passenger on the grounds of safety. Such a refusal will be based on an assessment of risk by Princess to take into account the provisions of national law and other applicable legislation and international regulations including the International Management Code for the Safe Operation of Ships and for Pollution Prevention and the International Convention for the Safety of Life at Sea. It is important that the fullest information is provided by the Passenger at the time of booking. If a Passenger's circumstances change between the date of

booking the Package and the date of commencement of the Package, which may make the carriage of that Passenger unsafe or which may affect the suitability of the Package for the Passenger, the Passenger is obliged to inform Princess as soon as possible and to advise Princess of any requirements for special arrangements, medical equipment/supplies, care or assistance in order for Princess to make an informed decision as to whether the Passenger can be carried safely and/or to assess the suitability of the Package for the Passenger.

18. Princess 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. Where Princess considers that it is strictly necessary Princess may require a Passenger to be accompanied by another person who is fit and able to assist them in day to day tasks and capable of providing the assistance required by the Passenger. This requirement will be based entirely on safety grounds and may vary from ship to ship and/or itinerary to itinerary. Examples of Passengers who may fall into this category include Passengers who require assistance with personal care. The assessment of whether or not it is strictly necessary for a Passenger to be accompanied will be based on information provided at the time of booking. Passengers are requested to provide as much information as possible to enable a full risk assessment to be made. Passengers may be asked to provide further information to ensure that Princess has all relevant information.

19. In order to ensure that Princess can provide the necessary assistance and there are no issues relating to the design of the ship 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, Passengers who may require special treatment or assistance (including Passengers who use wheelchairs) must advise Princess in writing at the time a booking is made. Passengers using a wheelchair are encouraged to travel with someone who is able to assist them both ashore and at sea. Passengers who use wheelchairs must furnish their own standard size wheelchairs. Ships' wheelchairs are available for emergency use only. For the safety of the ship and all passengers on board, all wheelchairs and other aids to mobility must be stored in the Passenger's stateroom when they are not being used and in order to ensure that this is possible, and to so ensure the safety of the ship and all passengers on board, Princess reserves the right to require that Passengers who use wheelchairs book a specified category of cabin. Some ports of call require tenders to go ashore and may preclude Passengers using a wheelchair from leaving the ship for safety reasons. A decision made by the ship's Captain on this is binding. Further information is contained in the brochure and on [princess.com](http://princess.com). Princess reserves the right to refuse passage to any Passenger who has failed to notify Princess of their requirement for special treatment or assistance (including the requirement to use a wheelchair). The cost for loss or damage to mobility equipment caused by the fault or neglect of Princess or a shipping incident is subject to Princess' absolute discretion to either repair or replace the equipment. Except where Princess agrees otherwise and in writing at the time of booking Passengers are restricted to having on board the ship, two pieces of mobility or other medical equipment with a combined value not exceeding £2,250 per cabin.

20. Princess and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. All Passengers 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 interests of health and safety Princess may deny boarding to any Passenger who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Refusal by a Passenger to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. All cases of denied boarding will be treated as a cancellation attracting 100% cancellation charges in accordance with clause 32, together with any cancellation charges due in respect of flights pursuant to clause 33.

21. In the event that any viral and/or bacterial illness is diagnosed whilst a Passenger is on board that Passenger may be required to remain in his or her stateroom for reasons of health and safety. In the event that any Passenger refuses to remain in their stateroom during the period recommended by the ship's doctor then that Passenger may for reasons of health and safety be disembarked by Princess without any further liability.

22. As per above, Passengers are required to notify Princess at the time of booking:

(i) of their specific needs with regard to accommodation, seating, services or any other assistance which is required and/or whether they need to bring any specific medical equipment on board;

(ii) of the nature any assistance required from Princess or any terminal operator;

(iii) if the Passenger wishes to bring a recognised assistance dog on board the ship. Assistance dogs are subject to national regulations. There is also a limit to the number of dogs which can be carried on board.

The electrical supply on board Princess's ships varies but may not be the same as the standard electrical supply in the UK. Passengers should contact Princess for specific details. It is important that any Passenger who will be bringing electrical medical equipment on board the ship contacts the manufacturer or supplier to ensure that the equipment is safe to use on board the ship. In relation to medical equipment there are limited storage facilities onboard. It is the responsibility of the Passenger to arrange delivery of a sufficient quantity for the duration of the Package of all medical equipment and supplies to the ship prior to departure. The requirement for Passengers to notify Princess prior to booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried and/or carried safely. There are restrictions on the number of oxygen cylinders which can be carried in cabins. Passengers must be able to operate all medical equipment. If there are any particular medical conditions which require supervision then such supervision must be organised by the Passenger and at the Passenger's expense. The ships do not provide one-to-one or other carers for any conditions or Passenger. The ships do not offer respite services.

## PREGNANCY

23. Princess does not have on board its ships adequate medical facilities for childbirth. The ship's doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by

Princess in respect of the inability to provide such services or equipment. Accordingly for reasons of health and safety Princess regrets that it cannot carry Passengers who will have entered their 24th week of pregnancy or beyond at any point during their Package. All pregnant women are required to produce a doctor's or midwife'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 (EDD) calculated from both the last menstrual period (LMP) and ultrasound (if performed). Princess cannot accept a booking or subsequently carry a Passenger unless they comply with the requirements of this clause. In the case of a booking by or on behalf of a pregnant Passenger made before it could reasonably have been known that the Passenger would not be able to join the Package by reason of the Passenger entering their 24th week of pregnancy or beyond at any point in their Package, Princess will refund in full the fare paid by or on behalf of that Passenger, provided that the pregnant Passenger notified Princess as soon as reasonably practicable upon becoming aware that she would not be able to join the Package, but shall otherwise have no liability whatsoever. Princess expressly reserves the right to refuse passage on board to any Passenger who appears to be in an advanced state of pregnancy and Princess shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Passenger.

#### MEDICAL TREATMENT

**24.** 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.

**25.** 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 ship's medical centre is not designed for the provision of extensive or continuing treatment. The ship carries medical supplies and equipment in accordance with the requirements of its flag state. Neither Princess nor the ship's doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

**26.** In the event of illness or injury a Passenger may have to be landed ashore for medical treatment. No representations are made regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed. Medical facilities do vary from port to port and no representations or warranties are made in relation to the standard of medical treatment provided by the various hospitals and/or clinics.

#### INSURANCE

**27.** It is a condition of the Contract that every Passenger must have full and valid medical insurance which includes cover for pre-existing medical conditions worldwide, or as a minimum, in the countries that the Passenger is due to visit and which must remain in force for the entire duration of the Package. The insurance policy must, as a minimum, include medical and repatriation coverage for not less than £2 million and must include cover for the cost of emergency evacuations from the ship, including but not limited to, evacuations by helicopter.

**28.** Any cost or expense which is reasonably incurred by Princess for or on behalf of the Passenger in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by the Passenger to Princess, whether or not such sum is covered by the Passenger's travel insurance. Princess reserves the right to take any action that it considers appropriate to recover any such cost or expense.

#### FARES AND EXTRAS

**29.** Princess reserves the right to vary particulars and fares shown in the brochure after the date of publication. Fares, discounts, supplements and special offers advertised in the brochure or elsewhere may be withdrawn or changed. Fares may go up or down. Passengers should contact their travel agent for up to date fares and charges before booking, or call us on 0344 338 8660, or visit our website: [www.Princess.com](http://www.Princess.com).

**30.** Princess reserves the right to vary fares up or down at any time up to 20 days before departure to allow for variations in the fare for your Package due to changes in transportation costs such as fuel and other power sources, scheduled air fares and other airline cost changes which are part of the contract between the airline (and their agents) and Princess, government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation, the level of taxes or fees on the Travel Services included in the Package imposed by third parties not directly involved in the performance of the Package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports. If this means the Passenger has to pay an increase of more than 8 per cent of the fare for the Package, the Passenger may cancel the Contract and receive a full refund of all monies paid, except for any amendment charges or insurance premiums. No consequential costs or expenses or loss of profits will be payable. Princess will consider an appropriate refund of insurance premiums paid if the Passenger can show that he/she was unable to transfer or re-use the policy. Should the Passenger decide to cancel for this reason, the Passenger must exercise his/her right to do so within 14 days from the time Princess has notified the Passenger of the proposed changes. Failure of the Passenger to notify Princess of whether the Passenger wishes to accept the proposed changes or terminate the contract may result in Princess terminating the contract and refunding all payments made by the Passenger. Princess shall refund all payments due to the Passenger no later than 14 days after the Contract is terminated. Alternatively, the Passenger can accept an offer of an alternative Package if Princess is able to provide an alternative and transfer payment made in respect of the original Package to the alternative Package. If the cost of the alternative Package is less than the original Package the difference in fare will be refundable. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the fare for your Package due to contractual and other protection in place.

**31.** A payment card will be required to be registered at check in, in order to set up an account for onboard purchases, and a cruise card will be issued for this account. An initial pre-authorisation will be required at check in and thereafter any onboard purchases made by the Passenger using their cruise card (including any service charges) which exceed this initial amount are accepted by the Passenger as being in an amount which is both exact and approved for the purposes of a further blocking of funds on the registered payment card. All accounts for onboard services and goods and for shore excursions must be settled in full before the Passenger leaves the ship. In the event that a Passenger fails to settle his onboard account at or before the completion of the Cruise, Princess reserves the right to charge interest on the outstanding sums until the date of actual payment and shall be entitled to make a reasonable administration charge for the subsequent collection of such sum due in addition to any costs of legal process. Princess also reserves the right to cancel any future bookings that the Passenger may have and to set off any sums owed to Princess by the Passenger against any sums due to the Passenger from

Princess, without prejudice to any other remedies Princess may have under these Conditions or otherwise.

#### CANCELLATION BY THE PASSENGER

**32.** The Passenger has the right to cancel the Contract prior to commencement of the Package without paying any cancellation charge in the event of unavoidable and extraordinary circumstances (as defined in clause 1) significantly affecting the performance of the Contract. In such circumstances the Passenger shall be entitled to a full refund of all monies paid, but shall not be entitled to additional compensation.

The Passenger may cancel the Contract at any time prior to the commencement of the Package via their travel agent or, for Passengers who have booked direct, by calling our Reservations Department, but if the cancellation is not as a result of unavoidable and extraordinary circumstances significantly affecting the performance of the Contract, in that event Princess shall be entitled to levy a cancellation charge as a percentage of the fare paid for all Package elements except for any flights (which will have cancellation fees applied in accordance with Clause 33), in accordance with the following scales.

#### Standard Fare Charges

Days before Departure	Cancellation Charges
From the date of booking until 91 days before departure	Deposit
90 - 57 days	25%
56 - 42 days	50%
41 - 14 days	75%
Less than 14 days or failure to embark	100%

#### Flexi Fare Charges

Time at which notice of cancellation is given	Cancellation Charges
72 hours or more before 00.00hrs on the departure date*	8%
Less than 72 hours before 00.00hrs on the departure date*.	100%

\*The departure date is calculated from the earliest of Package start date, cruiseout start date, cruise start date and flight start date (when the flights is booked with Princess).

**33.** In addition to the cancellation charges set out in Clause 32, Princess will be entitled to levy the relevant cancellation charges applicable to any flights. For Flexible Air bookings, there are no cancellation charges for bookings cancelled up to 54 days prior to departure. For bookings cancelled 54 days or less before departure cancellation charges equivalent to the full cost of the flights will apply. For Restricted Air bookings, cancellation charges will apply for bookings cancelled at any time. For Restricted Air bookings the cancellation charges will vary but they could be equivalent to the full cost of the flights. The applicable cancellation charges for Restricted Air bookings will be advised at the time of cancellation.

**34.** It may be possible for the Passenger to re-claim cancellation charges (less any applicable excess) under the terms of the Passenger's insurance policy. Claims should be submitted to the appropriate insurer. After departure, if the Passenger disembarks whether by reason of sickness or any other reason the Passenger will not be entitled to a refund of a proportion of the Package not used.

#### ALTERATION AND CANCELLATION BY PRINCESS PRIOR TO DEPARTURE

**35.** Whilst Princess will do its best not to cancel or to make any significant alteration after a booking has been made, it shall nevertheless be entitled at any time prior to departure to cancel the Contract or to change and/or curtail the Package where this reasonably becomes necessary on operational, commercial or other grounds. Princess will inform the Passenger of any such cancellation or change of Package as quickly as possible (with, where appropriate, written confirmation as soon as reasonably possible thereafter). If Princess makes a significant alteration to the Package it will inform the Passenger or his travel agent as soon as reasonably possible. The Passenger will have the choice of either accepting the alteration, accepting an offer of an alternative Package of comparable standard if available (Princess will refund any fare difference if the alternative is of a lower value) or cancelling the Package and receiving a full refund of all monies paid. The Passenger recognises and agrees that it will not normally be possible for Princess to offer an appropriate substitute Package which is available at about the same time as and/or with a similar itinerary to that originally booked, but Princess will do its best to provide a suitable alternative Package of similar duration and value. The Passenger must notify Princess of his/her decision as soon as reasonably possible and in any event not later than 14 days of being informed of the significant alteration.

**36.** If the Passenger cancels the Package in the circumstances set out in the above clause or if Princess cancels the Package, the Passenger shall also be entitled to compensation as follows (except if the change or cancellation is due to unavoidable and extraordinary circumstances).

Period of notification given by Princess	Compensation per Passenger
70 to 43 days (90 to 43 days in the case of cruises of 30 days or longer)	5% cruise credit
42 to 29 days	10% cruise credit
28 to 15 days	15% cruise credit
14 to 0 days	20% cruise credit

Princess may also cancel the Contract and give a full refund of monies paid, without paying any additional compensation, if the number of passengers booked does not meet the minimum number required for the Package to proceed and Princess notifies the Passenger of the cancellation of the Contract no later than:

20 days before the start of the Package in the case of Packages lasting more than 6 days;  
7 days before the start of the Package in the case of Packages lasting between 2 and 6 days;  
48 hours before the start of the Package in the case of Packages lasting less than 2 days.

**37.** The value of any cruise credit will be calculated by reference to the fare actually paid for the cancelled Package and may only be used for other bookings with Princess. Any such new booking must be made by no later than 31 December of the year after the date of the original Package. Credit vouchers may be redeemed against the fare of the new Package net of any discount available to the Passenger at the time of booking. The compensation set out above does not exclude the Passenger from claiming more if he/she is entitled to do so or from requesting that compensation be provided in a different form. No consequential costs or expenses or loss of profits will be payable.

#### ALTERATION AND CANCELLATION BY PRINCESS AFTER DEPARTURE

**38.** After departure, Princess does not guarantee that the ship will call at every port on the itinerary or follow every part of the advertised route or schedule or that every part of the Package will be provided. Princess reserves the absolute right to decide whether or not to omit any such port(s) and/or to call at additional ports and/or to change the advertised route, schedule or Package. If Princess is unable to provide a significant proportion of the Package, it will make suitable alternative arrangements, at no extra cost to the Passenger, for the continuation of the Package. If the Passenger does not accept them, for good reasons, or, if it is impossible to make suitable alternative arrangements Princess will, where appropriate, provide the Passenger with transport back to the place of departure or to another place to which Princess and the Passenger have agreed. In both cases Princess will, where appropriate, compensate the Passenger. Princess accepts responsibility for providing all the elements of the advertised Package but if it fails to do so, the Passenger must inform Princess without undue delay if it considers that any of the Travel Services have not been performed in accordance with the Contract. Failure by the Passenger to notify Princess about any lack of conformity of the Package may be taken into account when determining any fare reduction or compensation for damages where such notice would have avoided or reduced the damage. Princess shall remedy any lack of conformity of the Travel Services under the Contract raised by the Passenger unless it is impossible to do so, or will incur disproportionate costs, taking into account the extent of the lack of conformity and the value of the Travel Services affected. Please note that compensation will not be payable if an alteration is minor or if Princess is not able to provide a significant proportion of the Package due to unavoidable and extraordinary circumstances.

**39.** Transit or part transit of straits, other sea areas controlled by vessel traffic schemes, canals, rivers and all other navigable waterways may be subject to delay due to operational circumstances and/or the requirements of the local authorities and Princess shall have no liability whatsoever in respect of any such delay.

#### SECURITY, SAFETY AND SUPPORT

**40.** Passengers are expected at all times to conduct themselves in a proper manner and with due regard to the health, safety, comfort, enjoyment and general well-being of all persons both onboard the ship and involved in the provision of any service or facility forming part of the Package or any shore excursion, and the Passenger expressly agrees to this. If it appears that a Passenger's conduct, behaviour or health is such as to be a breach of this requirement or the Passenger's behaviour, health or conduct is likely to endanger the Passenger's own health or safety or that of any other Passenger or crew or may make the Passenger likely to be refused permission to go ashore at any port or may make Princess liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then Princess and/or the Master shall have the right according to the particular circumstances to take any one or more of the following measures as may appear to be reasonable and appropriate -

- refuse to embark or to disembark the Passenger at any particular port or other place of call;
- disembark the Passenger;
- transfer the Passenger to another berth;
- confine the Passenger to a particular stateroom or to the ship's medical centre;
- through the ship's doctor and/or his staff, administer any drug, medicine or other substance of a similar nature, or admit and/or confine the Passenger to a hospital or any similar institution at any port as the ship's doctor may consider necessary;
- remove the Passenger from the hotel, if appropriate;
- repatriate the Passenger to the United Kingdom.

**41.** In the event of Princess and/or the Master acting in accordance with the above clause, neither the Passenger nor any other person travelling with the Passenger (whether or not under the same booking) shall be entitled to make a claim against Princess for any loss or expense incurred as a result of such action, whether for a full or partial refund of the fare or for any other form of compensation or for the cost of returning to the United Kingdom or to any other place or for any other form of loss or expense whatsoever. Where the Passenger is repatriated pursuant to this clause at Princess's expense, Princess shall have the right to recover the cost of this.

**42.** If any Passenger is denied the right to board an aircraft because, in the reasonable opinion of the Captain, the Passenger is unfit to travel or represents a threat to the safety of the aircraft or its passengers or crew or is abusive or disruptive, Princess will not be liable to complete the Passenger's holiday arrangements and will not be liable to pay any refunds or compensation. If an aircraft is forced to make an unscheduled landing as a result of the conduct of any Passenger, Princess shall have the right to recover the full cost thereof from the Passenger.

**43.** For security or other reasons, it may be necessary at any time to search Passengers and/or their luggage and goods and the Passenger agrees to allow such search upon being so requested by the Master or any other authorised person.

**44.** Passengers must not bring on board the ship any goods or articles of a flammable or dangerous nature, nor any controlled or prohibited substance, nor any animals (other than service animals agreed in advance with Princess). To do so shall be a breach of these Conditions and shall render the Passenger strictly liable to Princess for any injury, loss, damage or expense and the Passenger shall compensate Princess in full for any loss, damage or expense suffered by Princess as a result of such breach. The Passenger may also be personally liable to statutory penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and search the stateroom and personal luggage (whether or not in the stateroom) of any Passenger whom the Master reasonably believes may be in breach of this clause. Where the Passenger is found to be in breach of this clause, Princess and/or the Master of the ship shall be entitled to exercise any of the powers conferred by clause 40 and clause 41 shall apply. Without limiting the foregoing, the Passenger shall be liable for any and all losses and fines caused by their actions in regards to illegal dumping or pollution of any kind, including discharge of any item into the ocean and/or waterways.

**45.** Any crew member or other person authorised by Princess shall be entitled to enter a Passenger's stateroom to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

#### COMPLAINTS

**46.** Any problem which arises during a holiday must be raised by the Passenger at the time with a representative of Princess. If the problem is not resolved to the full satisfaction of the Passenger during the holiday, it is essential that to enable the complaint to be investigated properly it must be notified to Princess at the earliest opportunity thereafter and in any event

no later than 28 days after the Passenger's return from the Package. Failure to report the complaint within this time may adversely affect Princess's ability to investigate and deal with it and may prejudice any future claim. Complaints relating to EU Regulation 1177/2010 Concerning the Rights of Passengers when Travelling by Sea and Inland Waterways must be made to Princess in writing within two months of the date on which the service was performed. Within one month, Princess shall respond to the Passenger that the Passenger's complaint has been substantiated or rejected or is still being considered. However, the time taken to provide the reply shall be no longer than two months from receipt of the complaint.

#### LIABILITY

**47.** Subject to the clauses in this section, Princess accepts responsibility for death, injury or illness caused wholly by the negligent acts and/or omissions of its Suppliers in respect of the Package, but excluding the Cruise. Princess limits its liability, where applicable, by the conventions referred to in the clauses in this section. In any event, Princess is not responsible for any improper or non-performance of any services forming part of the Package which are attributable in whole or in part to the fault of the Passenger; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; or unavoidable and extraordinary circumstances.

**48.** For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in the clauses in this section, Princess's liability for improper performance of the Contract shall be limited to a maximum of three times the fare which the Passenger affected paid for the Package (not including insurance premiums and amendment charges) and Princess shall have no liability for any loss of business or profits, loss of use or any other consequential or indirect loss or damage.

**49.** All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These may limit or exclude liability. They are expressly incorporated into the Contract. Copies of these terms and conditions are available on request from Princess. Princess will ensure that the Passenger is informed of the identity of the air carrier once it has been finalised. Princess does not use any carrier on the EU banned carrier list, available via our website. The liability of Princess will not exceed that of any carrier.

**50.** Carriage of Passengers and their luggage by air is governed by various international conventions (hereinafter "the international air conventions"), including the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. Flights between the UK and any member state of the European Union are currently governed by EC Regulation 883/2002 which gives legal effect to the Montreal Convention 1999. To the extent that Princess may be liable as a non-performing air carrier to Passengers in respect of carriage by air, the terms of the international air conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a fly cruise between Princess and a Passenger) are expressly incorporated into these Conditions. The international air conventions may permit the carrier to limit its liability for death and personal injury, loss of and damage to luggage and delay. Insofar as Princess may have any liability to the Passenger in respect of carriage by air, it shall be determined accordingly. Copies of these conventions are available from Princess on request.

**51.** International Carriage of Passengers and their luggage by sea, including the Cruise, is governed by EU Regulation 392/2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents (EU Regulation 392/2009) which may be viewed 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) and The Athens Convention 2002 which may be viewed at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/261628/Misc.6.2015\\_Prot\\_2002\\_Athens\\_8760.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/261628/Misc.6.2015_Prot_2002_Athens_8760.pdf). Copies are available on request. The Athens Convention 2002 and EU Regulation 392/2009 are expressly incorporated into these Conditions and any liability of Princess for death or personal injury or for loss of or damage to luggage arising out of international carriage by sea shall be solely brought and determined in accordance with the Athens Convention 2002 and EU Regulation 392/2009 which limit the carrier's liability for death or personal injury or loss of or damage to luggage and make special provision for valuables. The limits of liability are assessed by reference to Special Drawing Rights (SDRs) which fluctuate depending on daily exchange rates. All SDR values in these Conditions are accurate as per 29 April 2018. Up to date figures may be assessed at the following website [http://www.imf.org/external/np/fin/data/ms\\_sdrv.aspx](http://www.imf.org/external/np/fin/data/ms_sdrv.aspx). It is presumed that luggage has been delivered undamaged to the Passenger unless written notice is given to Princess (as carrier):

a) in the case of apparent damage, before or at the time of disembarkation or redelivery; b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place. Where the Cruise is seagoing but does not call at more than one country (Domestic Carriage) then the provisions of the Athens Convention 1974 may apply. If the domestic carriage is in the UK the Merchant Shipping (Convention relating to the Carriage of Passengers and their Luggage by Sea) (Amendment) (Order) 2014 (2014 Regulations) may apply. Non seagoing cruises shall be subject to the provisions of the Merchant Shipping Act 1995 and liability for death and or personal injury is limited to 175 000 SDRs per passenger. These provisions will also apply where the ship is being used as a floating hotel. The limits applicable to cabin luggage pursuant to the Athens Convention 1974 and the 2014 Regulations are 833 SDRs (£870). The figure increases to 2,250 SDRs (£2,350) where EU Regulation 392/2009 and the Athens Convention 2002 apply. Princess is not liable in respect of the loss and/or damage to any valuables unless these have been deposited with the ship. Using the cabin safe is not a deposit with the ship. Where deposited with the ship and unless a higher figure is agreed in writing, Princess' liability pursuant to the Athens Convention 1974 and 2014 Regulations will be limited to 1,200 SDRs (£1,253) or where EU Regulation 392/2009 and/or the Athens Convention 2002 apply, 3,375 SDRs (£3,524). In the event of death and/or personal injury then the limits applicable under the Athens Convention 1974 and 2014 Regulations are 46,666 SDRs (£48,732) or 300,000 SDRs (£313,279) where the Performing Carrier's principal place of business is in the UK. In accordance with EU Regulation 392/2009 and the Athens Convention 2002 the Passenger has a right to compensation for death or personal injury up to 250,000 SDRs (£261,066) per incident from the carrier in respect of a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship ("Shipping Incident") save where the Shipping Incident resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or was wholly caused by an act or omission done with the intent to cause the incident by a third party. Compensation for a Shipping Incident can increase by a further 150,000 SDRs to a total figure

of 400,000 SDRs (£417,705) per Passenger, per incident unless the carrier proves that the incident which caused the loss occurred without its fault or neglect. In the event of a non-shipping incident the Passenger must prove that the incident which caused the damage was the result of the carrier's fault or neglect. In those circumstances the maximum amount payable will be 400,000 SDRs. In any case involving war or terrorism the maximum payable is 250 000 SDRs per passenger or 340 million SDRs per ship per incident. A summary of EU 392/2009 may be viewed at <http://ec.europa.eu/transport/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>

**52.** Any damages payable by Princess up to the EU 392/2009, Athens Convention 2002 and or, 2014 Regulations 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 1974.

**53.** Insofar as Princess may be liable to a Passenger in respect of claims arising out of carriage by air or carriage by sea, Princess shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual air carrier (including his own terms and conditions of carriage) and under the Athens Convention, and nothing in these Conditions shall be deemed a surrender thereof. To the extent that any provision in these Conditions is made null and void by the Warsaw Convention, the Montreal Convention or the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further.

**54.** Insofar as the Cruise may be performed on a ship not owned by Princess, it is agreed that Princess shall at all times nevertheless be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability thereunder.

**55.** Except for claims arising out of carriage by air (as provided by clause 50), any liability in respect of death and personal injury and loss of and damage to luggage which Princess may incur to the Passenger during sea carriage, whether under the Contract in accordance with these Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention 2002, EU Regulation 392/2009 or the 2014 Regulations.

**56.** In respect of any claims for loss of or damage to property including luggage which are not covered by international conventions including the Athens Convention 2002, EU Regulation 392/2009, the 2014 Regulations and/or the Montreal Convention and where liability is not limited by reference to any enactment, terms or conditions then any legal liability that Princess may have for any such losses will be limited to £500.00 per Passenger. Princess shall not be liable for lost valuables including jewellery and/or monies under any circumstances. Passengers must ensure that their personal possessions and valuables are with them at all times.

**57.** Hotels and shuttle services included in the Package are arranged by Princess with local Suppliers who may themselves engage the services of local operators. Standards of hygiene, accommodation and transport in many countries where excursions take place are often lower than comparable standards in the UK. Princess will at all times endeavour to appoint reputable and competent local Suppliers. The terms and conditions of the hotels and shuttle services will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the hotelier or the shuttle services operators. The liability of Princess will not exceed that of any hotelier and/or shuttle services operator. Local standards of the relevant country will be relevant in assessing performance of the Package services. In the event of a complaint by a Passenger, the Contract will be regarded as having been performed if local standards relating to those services have been satisfied even if the laws of England and Wales have not been met. Princess is not responsible for any improper or non-performance of such services which are wholly attributable to the fault of the Passenger; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of the services to be provided; or unavoidable and extraordinary circumstances.

**58.** Princess does not include any shore excursions in the fare. Shore excursions do not form any part of a Package. Shore excursions may be reserved online after a Package has been booked. Reservations may be made for a specified period prior to the Cruise commencing. Purchases may also be made onboard the ship.

**59.** Any shore excursions booked will be supplied by local operators. Princess will at all times endeavour to appoint reputable and competent local operators who apply the local laws and regulations of the relevant country. Shore excursion operators are not Princess's servants, agents or suppliers. Princess is not responsible for any acts or omissions which are wholly attributable to the fault of the local operators. Princess does not operate, perform or otherwise organise any shore excursions. All Passengers must ensure that they are fit and healthy to undertake shore excursions.

**60.** All employees, agents, contractors and their sub-contractors (including Suppliers as defined in clause 1), as well as all insurers of both Princess and its Suppliers shall have the benefit of the same rights, defences, immunities and limitations available to Princess under these Conditions.

#### ACTIONS, CLAIMS AND TIME LIMITS

**61.** Any action by a Passenger arising out of carriage by air or sea must be commenced within the time limit prescribed by the Warsaw Convention, the Montreal Convention, the Athens Convention 2002, EU Regulation 392/2009 or the 2014 Regulations, as applicable.

**62.** If a court or tribunal applies any law other than English law, Princess shall (in respect of all exclusions and limitations of liability) be entitled to the maximum protection allowed by that law including statutory protection of limitation as to the amount of damages recoverable.

**63.** Princess is a Member of ABTA, membership number V8764. Princess is obliged to maintain a high standard of service to Passengers by ABTA's Code of Conduct. Princess can also offer Passengers ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If Princess can't resolve a complaint, Passengers can go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

#### CONSUMER PROTECTION

**64.** Princess provides full financial protection for all Packages. For flight-based Packages this is through Princess' Air Travel Organiser's Licence number 6294. In the unlikely event of Princess' insolvency, the CAA will ensure that Passengers booked on flight-based Packages are not stranded abroad and will arrange to refund any money the Passenger has paid to Princess for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). When a Passenger buys an ATOL protected flight or flight inclusive holiday from Princess they will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where the Passenger can get information on what this means for them and who to contact if things go wrong. Princess or the suppliers identified on the ATOL Certificate will

provide the Passenger with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither Princess or the suppliers are able to do so for reasons of insolvency, an alternative ATOL holder may provide the Passenger with the services it has bought or a suitable alternative (at no extra cost to the Passenger). The Passenger agrees to accept that in those circumstances the alternative ATOL holder will perform those obligations and agrees to pay any money outstanding to be paid by the Passenger under the Contract to that alternative ATOL holder. However, the Passenger also agrees that in some cases it may not be possible to appoint an alternative ATOL holder, in which case the Passenger will be entitled to make a claim under the ATOL scheme (or its credit card issuer where applicable). If Princess, or the suppliers identified on the ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) the Passenger under the ATOL scheme. The Passenger agrees that in return for such a payment or benefit the Passenger assigns absolutely to those Trustees any claims which the Passenger has or may have arising out of or relating to the non-provision of the services, including any claim against Princess, the Passenger's travel agent (or the Passenger's credit card issuer where applicable). The Passenger also agrees that any such claims may be re-assigned to another body, if that other body has paid sums the Passenger has claimed under the ATOL scheme.

**65.** Not all Packages offered and sold by Princess will be protected by the ATOL scheme. All non-fly Packages sold by Princess in the UK are protected under the ABTA scheme of financial protection. In the unlikely event of Princess' insolvency, ABTA will ensure that Passengers booked on non-fly Packages are not stranded abroad and will arrange to refund any money paid to Princess for an advance booking. Cruises sold overseas may be covered by consumer protection schemes in place in the country of sale or by the protection scheme operated by ABTA, and Passengers should contact Princess for confirmation of what protection may apply to their booking.

#### HOW WE WILL USE YOUR DATA

**66.** In clause 66 "you" means the Passenger. Princess' full Privacy Notice is available on our website at [princess.com/legal/privacy](http://princess.com/legal/privacy), a copy may be requested during your telephone booking or by contacting Guest Relations, Carnival House, 100 Harbour Parade, Southampton, SO15 1ST. Princess processes personal data about enquirers and passengers before, during and after their Cruise to support its business needs. Princess collects the personal data that you provide when you enquire, book or sail with Princess. Your interactions with Princess will result in personal data being created and stored by Princess. Princess may receive personal data from other individuals or third party organisations relating to you. Princess analyses the personal data it holds in order to improve the effectiveness of its direct marketing communications or to deliver its loyalty programmes. Princess does not process sensitive personal data about you except where there is a legal reason to do so. Princess processes personal data about Minors to provide services when they are passengers on its ships, but does not seek to collect personal data about Minors for any other purpose. Princess uses personal data with your consent, where it is necessary in order to enter into a contract and deliver services for you, comply with a legal duty, protect your vital interests or the vital interests of those around you, or for Princess' own lawful interests or those of other organisations, provided your rights don't override these. When you make a booking either directly or through a travel agent, Princess will collect personal data about you and other Passengers in your group to effect the booking, including your names, genders, dates of birth, home addresses, phone, email, details of any medical, care or dietary requirements, specific preferences relating to the booking you have selected, and your payment details. Princess needs this data to enter into a contract with you. If you provide Princess with personal data about any other individuals included in a booking, you must have the authority of those individuals to provide their personal data to Princess for the purposes set out in this Clause 66, and will remain accountable for the information provided. It is the responsibility of the Passenger who is booking lead to ensure that personal data about the Passengers included in a booking is accurate and up to date. After you book a Cruise, you will be invited by email to access Princess' online service where you will need to provide additional personal data about you and other Passengers in your booking group. This additional mandatory personal data including passport, insurance and emergency contact details for you and other Passengers in your booking group is necessary to complete your booking. You may optionally book or purchase on-board products and services, excursions and other activities, which may require you to provide further personal data. Princess may have to share your personal data with other companies such as spa operators or travel operators in order to provide these to you. Princess will use personal data about you before and during your Cruise for the purposes of security and safety, for the enjoyment of your Cruise, and to protect your health and welfare. After your Cruise Princess may seek your feedback and invite you to participate in its loyalty programme. Personal data about you may be used to resolve queries or complaints. Princess processes personal data about enquirers and passengers in the UK and on board its ships worldwide. Enquiries and bookings are processed in the UK, where Princess' systems may be accessed by Carnival group staff and suppliers from outside of the UK and/or European Union subject to strict security controls. If you make a booking Princess may pass your personal information on to other relevant suppliers of your travel arrangements such as airlines, hotels and transport companies. Your personal information may also be shared with travel agents, security and credit checking companies, credit and charge card companies. Princess are required to co-operate with government and law enforcement agencies and the public authorities of any country in your Cruise itinerary, including customs and immigration authorities. Princess collect and process personal data in the European Union (EU) and worldwide depending upon how you interact with Princess. Princess may need to process your personal data worldwide, including on board its ships, depending upon the destinations you travel to, for example if Princess has to provide personal data to immigration authorities, port agents or excursion operators in destination countries. This may involve sending your personal information between different countries, including countries outside the EU where controls on data protection may not be as strong as the legal requirements in the EU. You have rights over how Princess uses personal data about you. These rights include withdrawing consent to processing, accessing personal data Princess holds about you, updating or amending your personal data and deleting applicable personal data about you. If you wish to exercise your information rights, have a concern or a complaint about Princess' processing of personal data, please contact Princess' Data Protection Officer at Carnival House, 100 Harbour Parade, Southampton, SO15 1ST, or call 0344 338 8650, or email [privacy@carnivalgroup.com](mailto:privacy@carnivalgroup.com). If you are not satisfied with Princess' processing of personal data, how Princess has responded to your complaint about the processing of personal data, or you believe Princess' processing of personal data is not in accordance with the law, you have the right to complain to the Information Commissioner's Office (ICO) by calling +44 (0)303 123 1113, or visiting <https://ico.org.uk/concerns/>.