

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 Cunard and the Passenger relating to the Package; “**Cruise**” means the cruise, voyage or crossing on board the ship as described in the relevant Cunard brochure or other documentation published by or on behalf of Cunard; “**the Cunard Fare**” means the Cunard Fare, as described in the Cunard brochure or website; “**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 adaption to his particular needs in respect of the services made available by Cunard to all Passengers; “**force majeure**” means unusual and unforeseeable circumstances beyond the control of Cunard which mean that Cunard 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; “**Early Saver**” means an Early Saver fare, as described in the Cunard brochure or website; “**itinerary**” means the proposed itinerary as described in the relevant Cunard brochure or other documentation published by or on behalf of Cunard; “**Package**” means the Cruise and any flights to and from the UK and any pre-cruise and/or post-cruise package which is sold at the same time as the Cruise, but not shore excursions or shuttle services; “**the Passenger**” means each and every person named in the booking and/or a Cunard ticket; “**Cunard**” means Carnival plc trading as Cunard Line; “**the fare**” means the fare for the Package as detailed in the confirmation invoice issued by Cunard (excluding shore excursions and any additional charges shown as such in the relevant Cunard brochure or otherwise advertised) and payable by the Passenger under the Contract whether under the Cunard Fare, an Early Saver or a Saver; “**Saver**” means a Saver fare, as described in the Cunard brochure or website; “**shore excursion**” means any excursion offered for sale by Cunard for which a separate charge is payable at the time 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 Cunard’s passengers in certain ports; “**a significant alteration**” means major changes to your Package; “**Supplier(s)**” means any company or individual contracted by Cunard to provide any service forming part of the Package.

## THE CONTRACT

2. The Contract shall be between Cunard and the Passenger on the basis of these Conditions and the information contained in the Cunard brochure or website, and shall be governed by English law and the non-exclusive jurisdiction of the English courts.

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.

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 shall be treated as having been paid to Cunard. Failure to pay the balance by the due date shall entitle Cunard to cancel the booking and retain the deposit by way of a cancellation charge. Failure to pay any other amount by the due date shall entitle Cunard to cancel the booking and to retain an amount by way of a cancellation charge as set out in clause 38.

5. A Passenger shall not have the right to exclusive occupancy of a stateroom 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 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 in a stateroom together, the remaining Passengers shall each be liable to pay any increase in the fare arising as a 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 Cunard's inventory.

6. For Packages including any flights to or from the UK (and if not already confirmed at the time of booking), Cunard 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 travel or on board and are arranged by Cunard with local operators. They do not form part of the Contract and are not performed by Cunard.

8. A booking may only be made by a person aged 18 or over. All Passengers who, at the time of departure, will be under 18 years old must be accompanied by a Passenger aged 18 or over who will at all times during the Package be responsible for their welfare, conduct and behaviour. Passengers under 16 years old are not permitted to travel in a cabin without an accompanying Passenger who is 16 years old or over. Passengers under 16 years old are not permitted to disembark the ship in any port without a Passenger who is accompanying them on the Package in accordance with this clause.

9. Children aged 6 months or less at the commencement of the Package will be refused permission to board the ship and Cunard 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 Cunard 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 Cunard brochure or website before booking. Cunard is not responsible for obtaining visas for any Passenger; this is the responsibility of the individual Passenger.

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

#### AMENDMENTS TO THE CONTRACT

12. In clauses 12 and 13, “another person” means another person who satisfies all conditions applicable to the Package. In the case of Passengers booked under the Cunard fare or an Early Saver, a Package may be transferred to another person provided that the Passenger consults with Cunard prior to purporting to transfer the Package (so that, for example, Cunard may require that the Package is transferred to someone on its wait list) and Cunard receives the transfer request more than 90 days before the scheduled departure date. Between 90 and 14 days (inclusive) before the scheduled departure date and subject to the conditions above, Cunard will normally agree to such a transfer only where the original Passenger will be prevented from travelling by reason of an unavoidable event (such as illness, death of a close relative or jury service). Cunard may require satisfactory evidence before agreeing to the transfer. In the case of Passengers booked under a Saver, a Package may be transferred to another person between the date of booking and 14 days (inclusive) before the scheduled departure date where the original Passenger will be prevented from travelling by reason of an unavoidable event (such as illness, death of a close relative or jury service) and provided that the Passenger consults with Cunard prior to purporting to transfer the Package (so that, for example, Cunard may require that the Package is transferred to someone on its wait list). Cunard may require satisfactory evidence before agreeing to the transfer. All transfers of a Package to another person at any time up to 14 days or more before the scheduled departure date will be subject to an administration charge of £20.

13. Any request for a transfer of a Package to another person which is received by Cunard 13 days or less before the scheduled departure date shall be treated as a cancellation by the Passenger of the Contract and a cancellation charge under clause 38 shall become payable.

14. 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.

15. If a Passenger wishes to transfer to another Package, this will generally be treated as a cancellation under clause 38. Cunard, at its discretion, may allow the transfer without treating it

as a cancellation if the Cunard holiday to which the transfer is to be made departs within 12 months (within 6 months in the case of transfer from a world voyage or a world voyage sector) 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 Cunard as a result. Such a transfer would only be allowed on one occasion. The criteria for allowing transfers may be changed by Cunard at any time without notice. Passengers who have booked a Saver shall not be entitled to transfer to another Package and the provisions of this clause 15 shall not apply.

16. All transfers to another Package pursuant to clause 15 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.

17. After a Package has been booked, Cunard will try to accommodate any request for a change (such as a change of stateroom), but such changes are always at Cunard's discretion and are subject to an administration charge of £20. Passengers who have booked a Saver shall not be entitled to make changes to their Package and the provisions of this clause 17 shall not apply.

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

18. In order to ensure that Cunard 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.

19. At the time of booking every Passenger is obliged to inform Cunard of any condition, including but not limited to reduced mobility or any Disability, 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. If the Passenger cannot be carried safely and in accordance with applicable safety requirements then Cunard 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 Cunard 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, the Passenger is obliged to inform Cunard as soon as possible and to advise Cunard of any requirements for special arrangements, medical equipment/supplies, care or assistance.

20. Cunard reserves the right to require any Passenger to produce medical evidence of fitness to travel on the Package in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law. Where Cunard considers that it is

strictly necessary Cunard may require a Passenger with reduced mobility or any Disability 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 with reduced mobility or any Disability. 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 use wheelchairs or mobility scooters (the term 'wheelchair' shall hereinafter be used to refer to wheelchairs and mobility scooters collectively) or 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 Cunard has all relevant information.

21. In order to ensure that Cunard 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 or with reduced mobility or Disabilities (including Passengers who use wheelchairs) must advise Cunard at the time of booking. 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, Cunard reserves the right to require that Passengers who use wheelchairs book a specified category of stateroom. Further information is contained in the Cunard brochure and website. Cunard reserves the right to refuse passage to any Passenger who has failed to notify Cunard of their requirement for special treatment or assistance or of reduced mobility or Disabilities (including the requirement to use a wheelchair). The cost for loss or damage to mobility equipment caused by the fault or neglect of Cunard or a shipping incident is subject to Cunard's absolute discretion to either repair or replace the equipment. Except where Cunard 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 stateroom.

22. Cunard 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 Cunard 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 38.

23. 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 Cunard without any further liability.

24. In order to ensure that Passengers are carried in accordance with applicable safety requirements Passengers are required to notify Cunard at the time of booking:

- (i) of their specific needs with regard to accommodation, seating or services required and/or whether they need to bring any specific medical equipment on board;
- (ii) of the nature any assistance required from Cunard 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. It is therefore imperative that the requirement is notified at the time of booking.
- (iv) of any other assistance which is required on board.

Please note that the medical facilities on board Cunard's ships are NOT equipped to perform dialysis. The shipboard doctors are not trained to provide dialysis treatments but are able to assist in emergency situations. It is the responsibility of the Passenger to provide all dialysis equipment and treatment. This includes antibiotics. A risk assessment shall be carried out at the time of booking to ensure that the Passenger can be carried safely and in accordance with applicable laws. The electrical supply on board Cunard's ships varies but may not be the same as the standard electrical supply in the UK. Passengers should contact Cunard 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 all medical equipment to the ship prior to departure. The requirement for Passengers to notify Cunard 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 staterooms. The ship's medical centre cannot refill or supply oxygen cylinders. It is the Passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies for the duration of the Package. The ship does not carry any replacement equipment and access to shore side care and equipment may be difficult and expensive. 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 physical or psychiatric or other conditions. The ships do not offer respite services. Passengers must note that not all medical equipment can be carried or used onboard aircraft. Passengers must check with the airline prior to carriage.

## PREGNANCY

25. Cunard recommends that women who are less than 12 weeks pregnant should seek medical advice prior to travel.

26. Cunard does not have on board its ships adequate medical facilities for childbirth. Accordingly for reasons of health and safety Cunard 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). Cunard 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, Cunard will refund in full the fare paid by or on behalf of that Passenger and the fare paid by any accompanying Passenger, provided that the pregnant Passenger notified Cunard 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. Cunard expressly reserves the right to refuse passage on board to any Passenger who appears to be in an advanced state of pregnancy and Cunard shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Passenger.

27. Pregnant Passengers are referred to clauses 29 - 31 headed "Medical Treatment" for information regarding the medical facilities on board.

28. The ship's doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by Cunard in respect of the inability to provide such services or equipment.

#### MEDICAL TREATMENT

29. 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.

30. 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 Cunard 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. Charges will apply for services and medications dispensed by the ship's medical centre.

31. 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

32. 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.

33. Wherever possible, Cunard will offer general assistance to any Passenger who suffers illness, personal injury or death during the period of the Package, whether or not arising from an activity forming part of the Package and whether or not the result of fault by any party.

34. Any cost or expense which is reasonably incurred by Cunard 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 Cunard, whether or not such sum is covered by the Passenger's travel insurance. Cunard reserves the right to take any action that it considers appropriate to recover any such cost or expense.

## FARES AND EXTRAS

35. All fares are based on costs and exchange rates as at **xxx**. Cunard 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 0843 374 0000, or visit our website: [www.cunard.co.uk](http://www.cunard.co.uk). Cunard reserves the right to levy a charge for payments made to Cunard by credit card. The Passenger will be advised of the rate of any such charge at the time of making a payment.

36. The fare for your Package can be varied due to changes in transportation costs such as fuel, scheduled air fares and other airline cost changes which are part of the contract between the airline (and their agents) and Cunard, government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation. In the case of any small variation, an amount equivalent to 2 per cent of the fare for your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed for increases but not retained from refunds. For larger variations this 2 per cent will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per Passenger, together with an amount to cover agents' commission. If this means the Passenger has to pay an increase of more than 10 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. Cunard 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 right to do



so within 14 days from the issue date printed on the final invoice. Alternatively, the Passenger can accept an offer of an alternative Package if Cunard 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.

37. All accounts for on-board 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 on-board account at or before the completion of the Cruise, Cunard 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. Cunard also reserves the right to cancel any future bookings that the Passenger may have and to set off any sums owed to Cunard by the Passenger against any sums due to the Passenger from Cunard, without prejudice to any other remedies Cunard may have under these Conditions or otherwise.

#### CANCELLATION BY THE PASSENGER

38. 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 in that event Cunard shall be entitled to levy a cancellation charge as a percentage of the fare paid in accordance with the following scales.

#### **The Cunard Fare and Early Saver:**

<b>Period before departure within which written notice of cancellation is received by Cunard</b>	<b>Cancellation charges (percentage of fare)</b>
From the date of booking until 91 days before departure	Deposit
90 to 57 days	50%
56 to 42 days	60%
41 to 16 days	75%
15 to 6 days	90%
Less than 6 days before departure or failure to embark. <i>For fly-cruises, departure day is the date of the flight departure.</i>	100%

#### **Saver:**

<b>Period before departure within which written notice of cancellation is received by Cunard</b>	<b>Cancellation charges (percentage of fare)</b>
From the date of booking until departure, including failure to	100%

embark.	
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39. It may be possible for the Passenger to re-claim these 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 CUNARD PRIOR TO DEPARTURE

40. Whilst Cunard 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. Cunard 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 Cunard 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 (Cunard 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 Cunard 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 Cunard will do its best to provide a suitable alternative Package of similar duration and value. The Passenger must notify Cunard of his decision as soon as reasonably possible and in any event not later than 14 days of being informed of the significant alteration.

41. If the Passenger cancels the Package in the circumstances set out in clause 40 or if Cunard cancels the Package, the Passenger shall also be entitled to compensation as follows (except if the change or cancellation is due to force majeure, non-payment by the Passenger or where the minimum number of Passengers required for a Package to proceed is not reached).

<b>Period of notification given by Cunard</b>	<b>Compensation per full fare paying Passenger</b>
90 to 43 days	5% cruise credit
42 to 29 days	10% cruise credit
28 to 15 days	15% cruise credit
14 to 0 days	20% cruise credit

42. 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 Cunard. 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 CUNARD AFTER DEPARTURE

43. After departure, Cunard 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. Cunard 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 Cunard 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 Cunard will, where appropriate, provide the Passenger with transport back to the place of departure or to another place to which Cunard and the Passenger have agreed. In both cases Cunard will, where appropriate, compensate the Passenger. Please note that compensation will not be payable if an alteration is minor or if Cunard is not able to provide a significant proportion of the Package due to force majeure.

44. 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 Cunard shall have no liability whatsoever in respect of any such delay.

#### SECURITY, SAFETY AND SUPPORT

45. 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 on board 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 Cunard liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then Cunard 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.

46. In the event of Cunard and/or the Master acting in accordance with clause 45 above, neither the Passenger nor (at the sole discretion of Cunard) any other person travelling with the Passenger (whether or not under the same booking) shall be entitled to make a claim against Cunard 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 Cunard's expense, Cunard shall have the right to recover the cost of this.

47. 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, Cunard 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, Cunard shall have the right to recover the full cost thereof from the Passenger.

48. For security 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.

49. The Passenger must not bring on board the ship any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance, nor any animals. To do so shall be a breach of these Conditions and shall render the Passenger strictly liable to Cunard for any injury, loss, damage or expense and the Passenger shall compensate Cunard in full for any loss, damage or expense suffered by Cunard 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, Cunard and/or the Master of the ship shall be entitled to exercise any of the powers conferred by clause 45 and clause 46 shall apply.

50. Any crew member or other person authorised by Cunard 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

51. Any problem which arises during a holiday must be raised by the Passenger at the time with a representative of Cunard. 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 in writing to Cunard 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 Cunard'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 Cunard in writing within two months of the date on which the service was performed. Within one month, Cunard 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. If the Passenger is still not satisfied, the Passenger can refer the matter to Cruise Lines International Association (CLIA) to investigate the complaint. CLIA shall investigate and respond to the Passenger within 28 days with their decision. The Passenger shall cooperate with Cunard and/or CLIA to provide such information as is necessary to enable the complaint to be considered.

## LIABILITY

52. Subject to paragraphs 52 to 56 Cunard accepts responsibility for death, injury or illness caused by the negligent acts and/or omissions of its Suppliers in respect of the Package, but excluding the Cruise. Cunard limits its liability, where applicable, by the conventions referred to in clauses 55 to 60 inclusive. In any event, Cunard is not responsible for any improper or non-performance of any services forming part of the Package 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 any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Cunard and/or the relevant Supplier the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or any event which Cunard and/or the relevant Supplier could not even with all due care have foreseen or forestalled.

53. For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in clauses 55 to 60 inclusive, Cunard's liability for improper performance of the Contract shall be limited to a maximum of twice the fare which the Passenger affected paid for the Package (not including insurance premiums and amendment charges) and Cunard shall have no liability for any loss of business or profits, loss of use or any other consequential or indirect loss or damage.

54. 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 Cunard. Cunard will ensure that the Passenger is informed of the identity of the air carrier once it has been finalised and details of likely carriers are contained in the brochure. Cunard does not use any carrier on the EU banned carrier list, available via our website. The liability of Cunard will not exceed that of any carrier.

55. 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 889/2002 which gives legal effect to the Montreal Convention 1999. To the extent that Cunard 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 Cunard 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 Cunard 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 Cunard on request.

56. Carriage of Passengers and their luggage by sea, including the Cruise, is governed by the Athens Convention 1974 (Athens Convention) and where applicable EU Regulation 392/2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents. Copies are available on request. The Athens Convention and where applicable EU Regulation 392/2009 are expressly incorporated into these Conditions and any liability of Cunard for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be solely brought in accordance with the Athens Convention and where applicable EU Regulation 392/2009 and solely determined in accordance with the Athens Convention or where applicable EU Regulation 392/2009. In most cases, the Athens Convention and where applicable EU Regulation 392/2009 limit the carrier’s liability for death or personal injury or loss of or damage to luggage and make special provision for valuables. It presumes that luggage has been delivered undamaged to the Passenger unless written notice is given to Cunard (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.

Pursuant to the Athens Convention 1974, the limits applicable to cabin luggage are 833 SDRs (£791). The figure increases to 2,250 SDRs (£2,135) where EU Regulation 392/2009 applies. Cunard 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, Cunard’s liability will be limited to 1,200 SDRs (£1,139) in accordance with the Athens Convention or where EU Regulation 392/2009 applies, 3,375 SDRs (£3,204). In the event of death and/or personal injury then the limits applicable under the Athens Convention are 46,666 SDRs (£44,302) or 300,000 SDRs (£284,495) where the Performing Carrier has a principal place of business in the UK. In accordance with EU Regulation 392/2009 the Passenger’s right to compensation from the carrier in respect of a shipping incident in relation to any event with the exception of circumstances beyond the carrier’s control such as war, natural disaster or act of a third party is up to 250,000 SDRs (£237,311). Compensation can increase to a total figure of 400,000 SDRs (£379,643) per Passenger, per carriage unless the carrier proves that the incident occurred without its fault or neglect. In the event of a non-shipping incident, the Passenger has a right to compensation from

the carrier up to a total sum of 400,000 SDRs if the Passenger proves that the incident which caused the damage was the result of the carrier's fault or neglect.

57. Any damages payable by Cunard up to the Athens Convention 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.

58. Insofar as Cunard may be liable to a Passenger in respect of claims arising out of carriage by air or carriage by sea, Cunard 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.

59. Insofar as the Cruise may be performed on a ship not owned by Cunard, it is agreed that Cunard 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.

60. Except for claims arising out of carriage by air (as provided by clause 55), any liability in respect of death and personal injury and loss of and damage to luggage which Cunard 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 and where applicable EU Regulation 392/2009.

61. 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, where applicable EU Regulation 392/2009 and/or the Montreal Convention and where liability is not limited by reference to any enactment, terms or conditions then any legal liability that Cunard may have for any such losses will be limited to £500.00 per Passenger. Cunard 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.

62. Hotels and shuttle services included in the Package or purchased at any other time are arranged by Cunard 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. Cunard 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 (or any other contract between Cunard and the Passenger in respect of shuttle services). These may limit or exclude liability of the hotelier or the shuttle services operators. The liability of Cunard 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 (or any other contract between Cunard and the Passenger in respect of shuttle services) 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. Cunard 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; unusual and unforeseeable circumstances beyond the control of Cunard and/or the relevant Supplier the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or any event which Cunard and/or the relevant Supplier could not even with all due care have foreseen or forestalled.

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

64. Any shore excursions booked will be supplied by local operators. Cunard 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 Cunard's servants, agents or suppliers. Cunard is not responsible for any acts or omissions which are wholly attributable to the fault of the local operators. Cunard does not operate, perform or otherwise organise and/or audit any shore excursions. All Passengers must ensure that they are fit and healthy to undertake shore excursions. All shore excursions are governed by the terms and conditions in the shore excursions brochure.

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

#### ACTIONS, CLAIMS AND TIME LIMITS

66. 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 or the Athens Convention or EU regulation 392/2009 as applicable.

67. If a court or tribunal applies any law other than English law, Cunard 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.

68. Some disputes involving claims to a limited amount may, if the Passenger so wishes, be referred to arbitration under a scheme devised by the Chartered Institute of Arbitrators for Cruise Lines International Association or a scheme arranged by ABTA and administered independently by CEDR Solve. An application for arbitration must be made within nine months of disembarkation from the ship. In addition, Cruise Lines International Association offers a low cost conciliation procedure where a non-binding review of correspondence is undertaken by an independent conciliator. Details of these schemes are available on request.



## FINANCIAL PROTECTION

Cunard provides full financial protection for all Packages. For flight-based Packages this is through Cunard's Air Travel Organiser's Licence number 6294. In the unlikely event of Cunard's 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 Cunard 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 Cunard 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. Cunard 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 Cunard 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 Cunard, 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 Cunard, 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.

69. Not all Packages offered and sold by Cunard will be protected by the ATOL scheme. All non-fly Packages sold by Cunard in the UK are protected under the ABTA scheme of financial protection. In the unlikely event of Cunard's insolvency, ABTA will ensure that Passengers booked on non-fly Packages are not stranded abroad and will arrange to refund any money paid to Cunard 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 Cunard for confirmation of what protection may apply to their booking.

## DATA PROTECTION

70. In clauses 71 to 73, "you" means the Passenger. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, Cunard needs to use the personal information you provide such as name, address, any special needs, health, medical, mobility or dietary requirements, etc. Cunard may pass personal information on to other relevant suppliers of your travel arrangements such as travel agents, airlines, hotels, and

transport companies. Your personal information may also be provided to security and/or credit checking companies, credit and debit card companies, government and enforcement agencies, public authorities such as customs and immigration if required by them, or as required by law. Cunard may also use your personal information for the purposes of carrying out security checks. Your personal information may be shared with the police or other law enforcement or crime prevention agencies for security purposes. This may involve sending your personal information between different countries, including countries outside the European Economic Area (EEA) where controls on data protection may not be as strong as the legal requirements in this country. This may also apply to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If Cunard cannot pass your personal information on to the relevant suppliers, whether in the EEA or not, Cunard cannot properly affect your booking. For the safety and security of the ship and its Passengers, and to detect and prevent criminal activity, Cunard may operate closed circuit television (CCTV) cameras in certain areas on board the ship during your Cruise and thermal imaging cameras at the point of access to and from the ship. Thermal imaging cameras can be used to identify items concealed beneath clothing (including medical equipment) that are not otherwise visible to the naked eye. Please be aware, however, that Cunard does not undertake to operate all cameras or monitor or record CCTV images at all times. CCTV and thermal imaging camera footage may be retained and passed to the police or other law enforcement or crime prevention agencies (in any jurisdiction) in order to detect or prevent criminal activity or to assist in the apprehension and prosecution of offenders. Please be aware that there are photographers and camera crew on board the ship taking photographs and making films for passengers to purchase at the end of the Cruise. They are happy to take reasonable steps to avoid filming you where you indicate that this is your preference, but you may be included unless you tell us otherwise and we are unable to guarantee that you will not be included on an incidental basis. Please be aware that calls made to Cunard, and calls received from Cunard, may be recorded for the purposes of audit, training and the monitoring of services provided by Cunard.

71. The personal information you provide to Cunard, or which is obtained through your dealings with Cunard or other Carnival group cruise brands, will also be used by Carnival plc and Carnival Corporation group companies or by processors on their behalf: to review your dealings with Carnival plc and Carnival Corporation brands including your purchasing and entertainment preferences; to review, develop and improve the cruises and services Carnival offers; for market research purposes and for statistical analysis. This may involve transferring your personal information to Carnival Corporation group companies in the US.

72. Cunard Line is a Carnival plc brand. Carnival plc and Carnival Corporation group companies (including those in the US) may wish to contact you by post, email and/or telephone with news, information and offers from Cunard and other Carnival group cruise brands (such as P&O Cruises, Princess Cruises, Seabourn Cruise Line, Holland America Line, Carnival Cruise Lines and Costa Cruises). If you have booked and you would like to alter your marketing preferences you can now do so via the Voyage Personaliser system on the Cunard website. Alternatively, you can write to us at Customer Data Department, Cunard, Carnival House, 100 Harbour Parade, Southampton SO15 1ST. If you wish to obtain a copy of the personal information held about you, please write to the above address. Carnival plc may make a charge for supplying this information as permitted by law.