

Booking Terms and Conditions and the Conditions for the Contract of Carriage and Passage of Passengers with MSC Starlight Cruises

INTRODUCTION

- 1.1 For a certain period each year, MSC Crociere S.A. ("**MSC**") provides cruises aboard ships ("**Cruises**") departing and/or returning to ports within South Africa.
- 1.2 MSC and/or its agents ("**Sales Agents**") carry on business selling tickets ("**Cruise Tickets**") for the Cruises. MSC also sells other services ("**Additional Services**") which may be purchased in addition to a Cruise Ticket, such as flights and hotel accommodation provided by third parties ("**Service Providers**").
- 1.3 **All Cruise Tickets and Additional Services which you purchase, whether directly from MSC or through a Sales Agent, are sold to you on these standard terms and conditions ("STC's") and any other terms and conditions which you agree with MSC in writing. Please make sure you read and understand these STC's, especially the provisions which are typed in bold print and/or have been specifically drawn to your attention.**
- 1.4 For the purpose of these STC's, any reference to MSC includes a reference to its Sales Agents.

2. ADDITIONAL SERVICES

- 2.1 In addition to your Cruise Ticket, you may wish to purchase Additional Services such as air tickets, hotel accommodation and shore excursions, which Additional Services are provided by Service Providers. The Additional Services may be provided before, during and/or after your Cruise.
- 2.2 By purchasing any Additional Services through MSC, you appoint MSC as your agent to arrange, book and collect payment for such Additional Services.
- 2.3 **The Additional Services are supplied by the Service Providers and not by MSC.** MSC only books the Additional Services and collects and pays the cost of the Additional Services ("**Additional Service Costs**") to the Service Providers on your behalf.
- 2.4 **The Additional Services are provided by the Service Providers on their terms and conditions. By purchasing any Additional Services through MSC you agree to be bound by the terms and conditions of the Service Providers who provide those Additional Services to you.** Such terms and conditions are available on request from MSC.
- 2.5 **Although all Additional Services are provided by reputable Service Providers, MSC has no control over the way in which the Service Providers perform the Additional Services and so MSC is not liable for any loss, damage or harm which you suffer from or as a result of any Additional Services which any Service Providers provide to you, or if the Additional Services are delayed or not provided by the Service Provider. This means that you will have to claim directly against the Service Provider for any such loss or damage which you suffer.**
- 2.6 Although MSC might not be able to state the identity of the Service Provider at the time when you book an Additional Service, all Additional Services will be provided by reputable Service Providers.
- 2.7 MSC may be required to pay the Service Providers in advance for the Additional Services which you have booked.
- 2.8 **If you cancel your Cruise Ticket booking after such payment has been made to the Service Provider, you will have to contact the Service Provider directly to attempt to recover any payment which has been made for your requested Additional Services.**
- 2.9 **If you change your Cruise Ticket booking after any payment for Additional Services has been made to the Service Providers, although MSC may assist you to change the Additional Services which you have booked:**
- 2.9.1 you will be responsible for ensuring that the Additional Services which you have booked are changed to meet your requirements;
- 2.9.2 MSC is not responsible for any changes to the Additional Services which you have booked and which any Service Providers cannot accommodate; and
- 2.9.3 **you will be liable to pay to the Service Providers any extra costs which the Service Providers may charge to accommodate your requested change.**

3. BOOKING PROCEDURE

- 3.1 You have requested MSC to provide you with the Cruise Ticket and any Additional Services indicated in the booking confirmation ("**Booking Confirmation**") to which these STC's are attached.
- 3.2 The Booking Confirmation is an offer by MSC to provide the Cruise to you and to book the Additional Services on your behalf, for the dates, times and at the price ("**Package Price**") indicated in the Booking Confirmation.
- 3.3 **The Booking Confirmation is only open for acceptance by you for a period of 72 hours ("Purchase Period") after the date on which it is sent to you.**
- 3.4 To book the Cruise Ticket and any Additional Services set out in the Booking Confirmation, you must within the Purchase Period, pay the non-refundable deposit ("**Deposit**") indicated in the Booking Confirmation to MSC in cash or by electronic funds transfer into the bank account set out in the Booking Confirmation, or available at www.mscstarlightcruises.co.za
- 3.5 **If you do not pay the Deposit to MSC within the Purchase Period, the offer contained in the Booking Confirmation will lapse and to book a Cruise and any Additional Services, you will have to request a new Booking Confirmation from MSC. MSC cannot guarantee that the same Cruise and/or Additional Services will be available to you.**

4. LATE BOOKINGS

4.1 If you want to book a Cruise Ticket and any Additional Services less than 60 days before the date when the Cruise is scheduled to commence, you must within 48 hours ("**Late Payment Period**") after receiving the Booking Confirmation from MSC:

4.1.1 complete and submit to MSC the booking form ("**the Booking Form**") available online at www.mscstarlightcruises.co.za or on request from MSC; and

4.1.2 pay the full amount of the Package Price to MSC.

4.2 **If you do not submit the Booking Form and pay the full amount of the Package Price to MSC within the Late Payment Period, the offer contained in the Booking Confirmation will lapse and to book a Cruise and any Additional Services, you will have to request a new Booking Confirmation from MSC. MSC cannot guarantee that the same Cruise and/or Additional Services will be available to you.**

5. COOLING OFF PERIOD

Please note that if MSC approaches you in person, by post or electronic communication to offer to sell you a Cruise Ticket and as a result, you purchase a Cruise Ticket from MSC, within 5 business days after the date on which you pay the Deposit, you may cancel your Cruise Ticket booking (without any charge) by giving MSC a written notice of cancellation. MSC shall within 15 business days after receiving your notice of cancellation, refund to you the Deposit and any other amount which you have paid to MSC for your Cruise Ticket.

6. THE BOOKING FORM AND YOUR PERSONAL INFORMATION

6.1 **Except for late bookings referred to in clause 4, you must complete and submit the Booking Form to MSC by the Payment Date referred to in clause 9.3.**

6.2 **You warrant that all information which you provide to MSC in your Booking Form is true and correct at the time when you submit the Booking Form to MSC.**

6.3 **You agree that MSC may use the information which you have provided in your Booking Form to verify your creditworthiness and/or to provide you with marketing material relating to the Cruises and Additional Services which MSC has on offer from time to time.**

7. MAKING BOOKINGS FOR OTHER PEOPLE

By booking Cruise Tickets and any Additional Services for other people, you confirm that such other people have authorised you to accept these STC's on their behalf.

8. THE DEPOSIT AND REFUNDS

8.1 **The Deposit is non-refundable and will be retained by MSC if after the date on which MSC receives your Deposit and Booking Form ("Booking Date"), you cancel your Cruise Ticket booking.**

8.2 **Subject to the cooling off period in clause 5, any refunds referred to in these STC's exclude the Deposit.**

9. THE PACKAGE PRICE AND PAYMENT

9.1 **The Package Price set out in the Booking Confirmation includes:**

9.1.1 the cost of the Cruise Ticket ("**Cruise Fare**");

9.1.2 any Additional Service Costs;

9.1.3 A hotel service charge ("**Hotel Service Charge**") to cover the costs of the staff who serve you on board the Cruise. (During your cruise you will meet staff throughout the ship, who provide you with an excellent service. They are supported by just as many staff and crew who work behind the scenes to ensure you enjoy every moment onboard.)

9.1.4 port and baggage charges ("**Port Charges**") levied for the use of port facilities and the handling of your luggage; and

9.1.5 a travel insurance premium ("**Insurance Premium**") for the travel insurance arranged by MSC as explained in clause 13 below.

9.2 **The Hotel Service Charge is:**

<u>South bound Grand Cruises (18-21 days) to South Africa</u>		<u>Grand Cruises (18-21 days north bound from South Africa</u>		<u>All other cruises from South Africa</u>	
<u>Adults (18 and over)</u>	<u>R65 per night</u>	<u>Adults (18 and over)</u>	<u>R50 per night</u>	<u>Adults (18 and over)</u>	<u>R50 per night</u>
<u>Child (14 – 17)</u>	<u>R32.50 per night</u>	<u>Child (3 and over)</u>	<u>R25 per night</u>	<u>Child (3 and over)</u>	<u>R25 per night</u>
<u>Child (under 14)</u>	<u>No Hotel Service Charge</u>	<u>Child (under 3)</u>	<u>No Hotel Service Charge</u>	<u>Child (under 3)</u>	<u>No Hotel Service Charge</u>

9.3 **If you book the Cruise Ticket and any Additional Services set out in the Booking Confirmation, you must pay the balance of the Package Price to MSC by the date specified in the Booking Confirmation ("Payment Date"), in cash or**

by electronic funds transfer into the bank account set out in the Booking Confirmation, or available at www.mscstarlightcruises.co.za

9.4 **If you fail to pay the balance of the Package Price to MSC by the Payment Date, MSC may cancel your booking and may retain the Deposit as compensation for the administrative costs incurred by MSC in making your booking.**

10. **OTHER SERVICE CHARGES ON BOARD A CRUISE SHIP**

When you buy beverages on board the ship used for your Cruise ("Cruise Ship"), an amount of 15% of the cost of your purchase will be added to your bill as a tip for the staff who serve you your beverages.

11. **ON BOARD ACCOUNTS**

11.1 During the Cruise you may wish to make purchases from the on board shops, restaurants, bars and other outlets. All purchases made on board the Cruise Ship are made in United States Dollars ("**USD**") (save for the first cruise of the season heading South Bound from Europe to South Africa where all purchases will be made in Euros).

11.2 When you board the Cruise Ship you will receive an identity card ("**Cruise Card**") which you can use to pay for your on board purchases.

11.3 **At the time of making an on board purchase, you may not pay for such purchase using cash, a credit card, debit card or any other card except your Cruise Card. The on board casinos only accept cash for gambling purposes.**

11.4 **All of your on board purchases are recorded on an on board account opened in your name. You have to pay the full amount of your on board account immediately before you leave the Cruise Ship at the end of the Cruise.**

11.5 You may link the Cruise Cards of other passengers to your on board account.

11.6 Before you can start making purchases using your Cruise Card, you must go to the relevant counter on the Cruise Ship to open your on board account. To open an on board account, you must give MSC your credit card account details and sign a receipt permitting MSC:

11.6.1 to request your bank to authorise MSC to charge your on board purchases to your credit card up to an amount of USD250; and

11.6.2 if your on board purchases exceed USD250, for every USD100 or part thereof which you spend thereafter, to request your bank to authorise MSC to charge USD100 or part thereof to your credit card.

11.7 On the last night of your Cruise, MSC will deliver 2 copies of an invoice for your on board account transactions to your cabin. You must check the on board purchases recorded in the invoice and sign and return one copy of the invoice to MSC. You may keep the other copy for your records.

11.8 Please note that the only amount which is deducted from your credit card is the amount reflected in the invoice. The amounts which the bank authorises MSC to charge to your credit card referred to in clause 11.6 are not deducted from your credit card account but are put on hold by your bank for a period of up to 15 to 20 days after the Cruise has ended so that there are funds available to pay to MSC the amount of your invoice.

11.9 If you would rather use cash to activate your account, you must deposit a minimum amount of USD200 per person (and USD300 per family) into your on board account and any amount exceeding USD200 or USD300 respectively as reflected in your invoice must be paid in cash before you leave the Cruise Ship.

11.10 You may not use your Debit Card, Cheque Card or Cash Passport to activate your onboard account. Where you have used any one of the above cards to activate your on board account (contrary to this prohibition) MSC will not be liable for any loss suffered by you as a result of your use of any of these cards and the onus will rest with you to recover any funds due to you from your bank,

11.11 You may not use your Cruise Card to pay for any activities which you participate in when you leave the Cruise Ship at any Port.

12. **INCREASES IN THE CRUISE FARE**

12.1 **The Cruise Fare may increase in response to any increase in the applicable Rand/Dollar or Rand/Euro exchange rates or costs of fuel. Any increase in the Cruise Fare will be in direct proportion to the increase in such exchange rates and/or fuel costs.**

12.2 The Cruise Fare will not change in the last 20 days before the date on which your Cruise is scheduled to begin, as long as MSC has received full payment of your Cruise Ticket.

12.3 If the Cruise Fare increases by more than 10% before the date on which MSC receives full payment of your Package Price, you may either:

12.3.1 pay the increase in the Cruise Fare to MSC by the Payment Date; or

12.3.2 cancel your Cruise Ticket booking by giving MSC a written notice of cancellation within at least 3 days after the date on which MSC notifies you of the increase in your Cruise Fare.

12.4 **If you cancel your Cruise Ticket booking because of an increase in the Cruise Fare, MSC will refund to you the Cruise Fare, the Hotel Service Charge and the Port Charges which you have paid, less the amount of the Insurance Premium and the non-refundable Deposit.**

13. **INSURANCE**

13.1 In return for payment of the Insurance Premium, MSC shall arrange Oojah Travel Protection (Pty) Ltd to insure you for the events listed in the table below. Such insurance only covers you for the duration for which you are on a Cruise.

Insured event	Cruise 8 days or less	Cruise 9 days or more
Medical & Related Expenses	R750,000	R5,000,000
Personal Accident	R 50,000	R50,000
Cancellation & Curtailment	R10,000 (excess R500.00)	R15,000
Baggage loss	R10,000 (excess R500.00)	R15,000

13.2 **The Insurance Premium is non-refundable and subject to the cooling off period in clause 5, any refunds by MSC referred to in these STC's exclude the amount of the Insurance Premium.**

13.3 You shall not be allowed on board a Cruise unless you have the insurance cover referred to above. **You must read the terms and conditions of the insurance cover available at www.mscstarlightcruises.co.za.**

14. **YOUR REQUESTED BOOKING CHANGES**

14.1 If after the Booking Date, you wish to change the dates of your Cruise Ticket, the name in which the Cruise Ticket has been issued and/or the Cruise which you have booked, you must notify MSC of your requested change in writing.

14.2 **You will be liable to pay to MSC any difference (if applicable) in the Cruise Fare of your current Cruise Ticket booking and requested Cruise Ticket booking.**

14.3 **MSC may charge you the following administrative fees for changing your Cruise Ticket:**

If you request a change:	Change in name in which Ticket is issued	Change in date of and/or Cruise
60 days or more before the date when the Cruise is scheduled to begin	Free	Free
45-60 days before the date when the Cruise is scheduled to begin	Free	R400.00 per person
30-44 days before the date when the Cruise is scheduled to begin	Free	R600.00 per person
21-29 days before the date when the Cruise is scheduled to begin	R200.00 per person	R750.00 per person
20 days or less before the date when the Cruise is scheduled to begin	R400.00 per person	R1000.00 per person

15. **BOOKING CHANGES MADE BY MSC**

15.1 The operation of the Cruise Ship is affected by factors beyond MSC's control, such as weather and sea conditions, mechanical problems, the duty to assist ships in distress, instructions of the Port authorities relating to departure and/or arrival and/or stoppages, and the availability of Port facilities. **As a result, it may be necessary for MSC to change the date or time of your Cruise for operational, commercial or safety reasons.**

15.2 MSC will notify you (or if you have purchased the Cruise Ticket through a Sales Agent, that Sales Agent) as soon as reasonably possible of any changes to your Cruise Ticket booking.

15.3 If MSC makes a change to your Cruise Ticket booking, you may:

- 15.3.1 accept the new booking;
- 15.3.2 book another Cruise offered by MSC for the same or a higher Cruise Fare (subject to clause 15.5 below);
- 15.3.3 book another Cruise offered by MSC, for a lower Cruise Fare (with a refund of the difference between the Cruise Fare which you have paid and the Cruise Fare of the cheaper Cruise); or
- 15.3.4 cancel your booking and receive a refund of the Cruise Fare, the Hotel Service Charge and the Port Charges which you paid.

15.4 **You must notify MSC in writing of the choice which you have made within 3 days after the date on which you receive notice from MSC of the change in your Cruise Ticket booking. If you do not do so, MSC shall assume that you agree to the new Cruise Ticket booking.**

15.5 **If you decide to change your Cruise Ticket booking for a Cruise which has a higher Cruise Fare, you must pay to MSC the difference between the Cruise Fare of the Cruise Ticket which you have booked and the Higher Cruise Fare.**

16. **CANCELLING YOUR CRUISE TICKET BOOKING**

- 16.1 You may at any time on written notice to MSC, cancel the Cruise Ticket which you have booked.
- 16.2 If you cancel your Cruise Ticket after you have received your Travel Schedule referred to in clause 20, you must return the Travel Schedule and all other documents which you have received to MSC with your notice of cancellation.
- 16.3 **If you cancel your Cruise Ticket booking for any reason other than the death or hospitalization of the person/s for whom the Cruise Ticket booking was made, MSC may charge you a cancellation penalty calculated as follows:**

Date of Cancellation	Cancellation Penalty
60 days or more before the date when the Cruise is scheduled to begin	The non-refundable deposit
45 to 60 days before the date when the Cruise is scheduled to begin	25% of the Cruise Fare
30 to 45 days before the date when the Cruise is scheduled to begin	50% of the Cruise Fare
Less than 30 days before the date when the Cruise is scheduled to begin	100% of the Cruise Fare

- 16.4 **Subject to the other provisions of these STC's, you will not be entitled to any refund if:**
- 16.4.1 **you do not board the Cruise Ship on the date when it leaves the port at which you were scheduled to board the Cruise Ship;**
- 16.4.2 **you board the Cruise Ship at a port other than the port at which you were scheduled to board the Cruise Ship; or**
- 16.4.3 **for any reason you leave the Cruise before it ends.**

17. **CANCELLATIONS OF CRUISES BY MSC**

- 17.1 **MSC may cancel your Cruise at any time by giving you written notice of cancellation.**
- 17.2 If before or during a Cruise, MSC cancels your Cruise for any reason, MSC may:
 - 17.2.1 refund you the amount of your Cruise Fare in proportion to the part of the Cruise which has not been performed; or
 - 17.2.2 **transfer you to another Cruise of a similar, but not necessarily identical, class and type, sailing substantially the same route with substantially similar accommodation and facilities as on the Cruise for which you booked.**
- 17.3 **Subject to the provisions of clause 17.2, MSC shall not be liable for any loss or damages which you may suffer if for any reasons beyond MSC's control, MSC is required to cancel your Cruise.**

18. **CHANGES IN THE CRUISE, TRAVEL ROUTE OR PORTS**

- 18.1 The Cruise Ship is scheduled to travel the route ("**Travel Route**") and stop at the ports of call ("**Ports**") specified in the Cruise which you have booked.
- 18.2 The operation of the Cruise Ship is affected by weather and sea conditions, mechanical problems, duty to assist ships in distress, instructions of the Port authorities relating to departure and/or arrival and/or stoppages, the availability of Port facilities, and other factors which may be beyond MSC's control.
- 18.3 **For these reasons, the date and/or time at which the Cruise Ship is scheduled to sail are approximate only and may be delayed for reasons beyond MSC's control.**
- 18.4 **MSC does not guarantee that the Cruise Ship will stop at the Ports at which it is scheduled to stop, and/or that the Cruise Ship will travel along the scheduled Travel Route. MSC may change the Travel Route and/or Ports at which the Cruise Ship stops if the master of the Cruise Ship ("the Master") considers it necessary to do so for any of the reasons set out above.**
- 18.5 **If for any reason, the Cruise Ship is unable to sail the Travel Route, MSC may transfer you to another ship or to any other mode of transport bound for the destination of your Cruise.**
- 18.6 If the Port from which you are scheduled to board the Cruise Ship is changed by MSC, MSC will at its cost arrange for you to be transported to the Port at which you are required to board the Cruise Ship.
- 18.7 **MSC shall not be liable for any loss or damages which you may suffer if for any reasons beyond MSC's control:**
 - 18.7.1 **you have to board the Cruise Ship at a different Port;**
 - 18.7.2 **the time or date on which the Cruise Ship is scheduled to leave a Port is delayed;**
 - 18.7.3 **the Cruise Ship is unable to stop at a scheduled Port or once stopped at a Port, you are unable to go ashore; or**
 - 18.7.4 **the Cruise Ship is substituted by another ship or mode of transport.**

19. **VISAS AND TRAVEL DOCUMENTS**

-
- 19.1 **You must have a valid and appropriate passport and if necessary, a valid and appropriate visa or permit (collectively "Travel Documents"), for all scheduled Ports at which the Cruise Ship is scheduled to stop for the duration of your Cruise.**
- 19.2 MSC is not responsible for ensuring that you have all necessary Travel Documents. You must present the necessary Travel Documents for inspection as required on entering and exiting any Port.
- 19.3 **You shall be liable to MSC for any fines or penalties imposed on MSC by any authority at any Port if you do not present the necessary valid Travel Documents for inspection.**
- 19.4 MSC may at any time request to inspect your Travel Documents.
20. **TRAVEL SCHEDULE**
- Provided that MSC has received full payment of the applicable Package Price, at least 14 days before the date on which your Cruise is scheduled to begin, MSC will send you a schedule ("**Travel Schedule**") containing all necessary tickets for your Cruise and any Additional Services which you have booked, and setting out the applicable dates of your Cruise and Additional Services.
21. **BOARDING A CRUISE AND SECURITY**
- 21.1 You must be present at the Port from which your Cruise is scheduled to depart at least 2 hours before the scheduled time of departure to complete any pre-boarding procedures and security inspections.
- 21.2 You may not without MSC's prior written consent, take any articles on board the Cruise which MSC reasonably believes could endanger the security of the Cruise Ship or passengers, including firearms, ammunition, explosives or flammable, toxic or dangerous substances. You may not take on board any beverages or foodstuffs. Any such items (including foodstuffs which you purchase at any Port at which the Cruise Ship stops) will be retained by MSC and returned to you at the end of the Cruise.
- 21.3 To ensure that you comply with these restrictions, before you board the Cruise Ship, MSC may search you and your luggage.
- 21.4 MSC may at any time during a Cruise, search any cabin, berth or other part of the Cruise Ship for security reasons.
22. **LUGGAGE ON BOARD A CRUISE**
- 22.1 Each person may take on board the Cruise Ship 4 pieces of luggage consisting of 2 suitcases and 2 pieces of hand luggage.
- 22.2 **Your luggage must be securely and properly packed and distinctly labelled with your name and contact details. MSC shall not be liable for any loss, damage or delay in the delivery of any of your luggage on board a Cruise if it is not securely and properly packed and labelled.**
- 22.3 **MSC is not liable for any loss or damage to your luggage or the contents of your luggage whilst on board the Cruise or in the custody or under the control of any Port or Service Provider.**
- 22.4 Unless instructed otherwise by the staff on board a Cruise Ship ("**Cruise Staff**") you must not at any time leave your luggage unattended. **If you do so, the Cruise Staff may remove and/or destroy such luggage.**
- 22.5 **Unless your Travel Schedule provides otherwise, you must collect your luggage at the end of your Cruise. If you fail to do so, your luggage will be stored by MSC at the port at which your Cruise ended, for a period of 30 days, after which it will be disposed of. Any proceeds of the disposal of your luggage will be kept by MSC as compensation for storage costs.**
23. **MINORS**
- 23.1 A person under the age of 18 years ("**Minor**") may not board any Cruise Ship unless accompanied by an adult ("**Responsible Adult**"). The Responsible Adult shall be fully responsible for that Minor's conduct and behaviour.
- 23.2 Minors may not order or drink alcoholic beverages or participate in gambling activities on board a Cruise Ship. If the Cruise Ship is scheduled to stop at a Port located in the U.S.A (or any Port having similar laws), the same conditions will apply to any passengers under the age of 21.
- 23.3 At all times when on board a Cruise Ship, a Minor must be supervised by the Responsible Adult and may participate in on board activities provided that the Minor is accompanied by the Responsible Adult.
- 23.4 **The Responsible Adult shall be liable to MSC for any loss or damage suffered by MSC, including damage to the Cruise Ship and/or damage to and/or loss of any furnishings, equipment and other property belonging to the Cruise Ship, which loss or damage is caused by the Minor who is under the care of the Responsible Adult.**
24. **ANIMALS**
- 24.1 You may not bring any animals on board any Cruise. If you wish to bring a guide dog on board a Cruise Ship, you must request MSC's consent to do so at the time of submitting your Booking Form to MSC.
- 24.2 **You are responsible for any guide dog which you take on board a Cruise. MSC will not be liable for the loss of or injury to any guide dog or other animal which you take on board a Cruise Ship.**
25. **MEDICAL DEVICES AND DISABILITIES**
- 25.1 MSC will not supply you with wheel chairs or other medical assistance devices (collectively "**Medical Devices**") on board any Cruise.
- 25.2 If you wish to take any Medical Device on board a Cruise Ship or if you are mentally or physically disabled, you must advise MSC of your requirements at the time of completing your Booking Form so that MSC can make sure that the accommodation on the Cruise is suitable for your needs.

-
- 25.3 **If you need to use a Medical Device on board a Cruise Ship, or you are mentally or physically disabled, you may not board the Cruise Ship unless:**
- 25.3.1 **you are accompanied by another person who will assist you throughout the Cruise; and**
- 25.3.2 **you have signed the written addendum attached to the Booking Form.**
- 25.4 **MSC may refuse to allow you to board a Cruise Ship if:**
- 25.4.1 **you have not given MSC sufficient notice of your requirements and signed the addendum before boarding the Cruise Ship;**
- 25.4.2 **in MSC's opinion, you are unfit for travelling on board the Cruise Ship for the duration of your Cruise; or**
- 25.4.3 **in MSC's opinion, your condition may endanger you or any other passengers if you board the Cruise Ship.**
- 25.5 **If you are mentally or physically disabled or require the use of a Medical Device, you may not be allowed to go ashore at certain of the Ports at which the Cruise Ship stops. A list of such Ports is available on request from MSC.**
26. **MEDICAL ASSISTANCE AVAILABLE ON BOARD A CRUISE SHIP**
- 26.1 Limited medical services for minor medical conditions are available on board a Cruise Ship.
- 26.1 **You acknowledge that the Cruise Ship is not equipped as a hospital and the medical personnel are not specialists. MSC and the medical personnel shall not be liable to you for any loss or damages which you may suffer because they are unable to treat your medical condition.**
- 26.2 **You are liable to pay for any medical services and medicines provided to you on board the Cruise Ship, at a Port or in any other place during the Cruise. It is your responsibility to claim such amounts from the insurance policy provided for in clause 13.**
- 26.3 The medical facilities and standards vary at the Ports at which the Cruise Ship stops. **MSC does not warrant the suitability of the medical facilities at any Port at which the Cruise Ship stops and is not responsible for the quality and/or standards of the medical facilities available at such Ports.**
27. **FITNESS TO TRAVEL**
- 27.1 **You warrant that you are physically and mentally fit to travel on board the Cruise Ship for the duration of your Cruise.**
- 27.2 MSC may at any time require you to provide it with a doctor's certificate certifying that you are fit to travel on board the Cruise Ship.
- 27.3 You must make sure that you have received all necessary inoculations prior to the Cruise.
- 27.4 **The Cruise Ship does not have on board facilities for childbirth. MSC shall not allow you on board the Cruise Ship if you will be at least 24 weeks pregnant by the date on which the Cruise ends.**
- 27.5 If you will be up to 23 weeks pregnant at the end of the Cruise you will not be allowed on board the Cruise Ship unless you provide MSC with a medical certificate from a doctor confirming that you are fit to travel on board the Cruise Ship for the duration of the Cruise.
- 27.6 **If in MSC's opinion you are for any reason unfit to travel on board the Cruise Ship for the duration of your Cruise, likely to endanger your safety or the safety of others on board the Cruise, or likely to be refused permission to land at any Port at which the Cruise is scheduled to stop, then MSC may:**
- 27.6.1 **refuse to allow you to board the Cruise Ship;**
- 27.6.2 **refuse to allow you to leave the Cruise Ship at any Port at which it stops; or**
- 27.6.3 **transfer you to different accommodation on the Cruise Ship.**
- 27.7 **The doctor on duty on board the Cruise Ship shall be allowed to administer first aid and any medicine or therapy or other medical treatment he considers necessary. If you refuse to cooperate with the doctor, MSC may require you to leave the Cruise Ship at the next Port at which the Cruise Ship stops.**
- 27.8 **MSC will not be liable to you for any loss or damage which you may suffer as a result of not being fit to travel on board the Cruise Ship for the duration of your Cruise, not being allowed by MSC to board the Cruise Ship because you are not fit to travel on board the Cruise Ship for the duration of your Cruise, or being required to leave the Cruise Ship at a Port other than the Port at which the Cruise ends.**
- 27.9 MSC recommends that you seek medical advice before booking any Cruise Tickets for children up to 12 months of age.
28. **PURCHASING ALCOHOLIC BEVERAGES ON BOARD A CRUISE SHIP**
- 28.1 You may purchase alcoholic beverages on board the Cruise Ship.
- 28.2 MSC shall not sell any alcoholic beverage to a Minor during the Cruise. If the Cruise Ship stops at a port located in the U.S.A (or another Port having similar laws), the same conditions will apply for any passengers under the age of 21 years.
- 28.3 MSC may refuse to serve you an alcoholic beverage if in MSC's opinion, you may be a danger and/or nuisance to yourself or other passengers on the Cruise Ship.
29. **SMOKING POLICY ON BOARD A CRUISE SHIP**
- 29.1 You may not smoke when entering or exiting the Cruise Ship, on any balconies or in any public or private areas other than the designated smoking areas located throughout the Cruise Ship.

29.2 MSC recommends that you do not smoke in your cabin because of the risk of fire. Smoking on cabin balconies is not allowed.

29.3 Throwing cigarettes or cigarette butts over the side of the Cruise Ship is not allowed.

30. **GENERAL CONDUCT**

30.1 **MSC may refuse to allow you to board the Cruise Ship if in MSC's opinion, your conduct may endanger your safety and security, or the safety and security of others on board the Cruise Ship, or negatively affect their enjoyment of the Cruise.**

30.2 **When on board a Cruise Ship, for the sake of your own safety and the safety of others, you must pay attention to and comply with all rules and regulations regarding the safety of the Cruise Ship and passengers, the Port facilities and the requirements of any Port authorities. You must not behave in any way which may endanger the safety of the Cruise Ship and/or any passengers on board the Cruise Ship and you must listen to and comply with all instructions given to you by the Cruise Staff.**

30.3 **If you cause any damage to the Cruise Ship and/or any damage to and/or loss of any furnishings, equipment and other property belonging to the Cruise Ship, you will be liable to reimburse MSC for such damage or loss.**

31. **MSC'S LIABILITY**

31.1 **Subject to the other provisions of this clause, MSC is not liable for death, injury or illness caused by the negligent acts and/or omissions of any Service Provider providing Additional Services which you have purchased through MSC, or otherwise.**

31.2 **Subject to clause 31.3, any liability which MSC may have to you for death or personal injury is limited to a maximum of R500 000.00 in respect of each incident or event.**

31.3 **Subject to clause 31.2, MSC's is only liable for your death, injury or illness if caused by a negligent or intentional and unlawful act or omission of MSC or its employees, agents and/or sub-contractors. If you have contributed to such death, injury or illness, MSC's liability shall be reduced accordingly.**

31.4 **Subject to the other provisions of this clause, MSC is not liable for any loss, injury, death, illness or damage which you may suffer as a consequence of:**

31.4.1 **your own conduct or the conduct of other passengers on board the Cruise Ship;**

31.4.2 **the conduct of the Service Providers of the Additional Services which you have purchased through MSC; and/or**

31.4.3 **any unforeseeable and unavoidable event or "force majeure" which is beyond MSC's control, including actual or threatened war, invasion, hostilities, civil war and acts of terrorism, natural disasters such as earthquakes, fires, hurricanes, floods and inclement weather, and any riot, civil commotion, disorder, labour dispute, strike or lock-out by persons other than the employees of MSC.**

31.5 **Any liability which MSC may have to you and which is not limited or excluded by the provisions of these STC's is limited to twice the cost of the Cruise Fare which you have paid for the Cruise Ticket.**

32. **COMPLAINTS**

If you have a complaint relating to a Cruise which could not be resolved during the course of your Cruise, you must report your complaint to MSC in writing within 14 days after the date on which your Cruise ends so that MSC can assist you with your complaint as soon as possible.

33. **JURISDICTION**

These STC's shall be governed by the law of the Republic of South Africa.