

CONTRACT OF CARRIAGE

The Contract of Carriage consists of the Cruise ticket incorporating all the terms and conditions of carriage set forth below.

Passengers are advised to read carefully all the terms and conditions of the contract of carriage set forth below, in particular but not limited to paragraphs 15.6 (Notice Requirements and Time Limits), 15 (Liability) and 19 (Law and Jurisdiction), because acceptance and/or use of the Cruise Ticket constitutes the complete agreement of Passenger to all the terms and conditions of carriage.

TERMS AND CONDITIONS OF CARRIAGE

1. Parties

The Contract of Carriage shall be between Star Clippers Limited (the "Carrier") and the Passenger on the basis of these terms and conditions. By making a booking, the Passenger confirms that all persons named in the booking have agreed to be bound by these terms and conditions and all other terms of the Contract of Carriage, as well as any booking terms and conditions and that he or she is duly authorised to do so on their behalf.

2. Definitions

2.1. "Passenger" shall include the plural where appropriate and means a person who has entered into a contract of carriage with the Carrier for the supply of a cruise and includes any specified person who will be participating in the cruise. Any use of the masculine shall include the feminine.

2.2. "Departure date" means day one of the cruise as notified to the Passenger at the time of booking and as amended from time to time at the sole discretion of the Carrier and in accordance with these terms and conditions.

2.3. "Force Majeure" means an unusual and unforeseeable event outside the control of the Carrier and includes but is not limited to war, threat of war, riots, civil disturbances, piracy, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics including but not limited to incidents of infectious or other diseases or illnesses, unavoidable and unforeseeable technical problems with transport for reason beyond the Carrier's control or that of any suppliers of the Carriers, perils of the seas and other navigable waters, deviation at sea in response to a distress call or other emergency, closed or congested ports, adverse weather conditions or adverse sea states, failure of power supplies, Passenger suicide or attempted suicide or a Passenger's deliberate exposure to unnecessary danger or the consequences of participating in an unusual and dangerous activity and any other circumstances of any nature whatsoever.

2.4. "Voyage" shall mean the voyage from the Passengers' port of embarkation to the port of disembarkation as stated on the front of his Passengers' ticket.



3. The Contract

This Contract of Carriage is valid only for the cruise specified in the booking and for the person or persons named in the booking and cannot be transferred or used in connection with any other cruise offered by the Carrier without the Carrier's written consent. No Contract of Carriage shall be made until the deposit (or, where appropriate, the full price) has been paid. Failure to pay any balance by the due date or due dates shall entitle the Carrier to cancel the booking and retain the deposit by way of a cancellation charge as set out in these terms and conditions. All monies paid by the Passenger to a travel agent shall be treated as having been paid to the Carrier.

4. Occupancy

A Passenger shall not have the right to exclusive occupancy of a cabin 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 cabin with two or more berths, he or she shall be liable to pay a single person supplement. If a cancellation reduces the number of Passengers originally booked in a cabin together, the remaining Passenger or Passengers shall each be liable to pay any increase in the price resulting from the reduction.

5. The price

Includes transportation as specified in this contract, full board and customary ships' food. The price does not include alcoholic beverages, wine, beer, sodas, mineral waters or any other items of a personal nature.

6. Shore excursions

Are available for separate purchase prior to travel or on board. They are arranged by local operators or diving centres. They do not form part of the Contract of Carriage and are not performed by the Carrier and are subject to the terms and conditions of the local operators or diving centres.

7. Embarkation

The Passenger is responsible for ensuring that he or she arrives in due time to board the ship. The Passenger must board the ship at least 1 hour before departure time, failing which the Carrier shall be entitled to deny boarding to such a Passenger without the refund of any part of the price of this contract. The Passenger is solely responsible for checking with regard to any flight delays or cancellations. Passengers must ensure that they have a valid passport and any other necessary travel documents, such as visas or authorisation to leave the country for minors, for the whole of their cruise, including for re-entry in the country of departure. The Carrier is not responsible for obtaining visas for any Passenger and this remains the responsibility of each Passenger at all times. The Carrier shall have no obligation to transport a Passenger in the event that he or she does not have all the necessary travel documents, and the Carrier shall be entitled to deny boarding to such a Passenger without the refund of any part of the price of this contract. The Passenger shall be liable to the Carrier for any fines or penalties imposed as a result of his or her failure to bring such documentation.



8. Prohibited items

The Passenger is not permitted to bring on board the vessel any animal whatsoever, alcoholic liquors or beverages, compressed oxygen tanks, fire-arms, weapons, explosives, ammunition, inflammable materials, drugs other than those prescribed for the Passenger by a medical practitioner, any dangerous or prohibited goods, or any items deemed by the Carrier or Captain of the vessel to be of a dangerous nature.

9. Price and other charges

9.1. Prices are based on operating costs and market conditions at the date they are published and may be revised upwards or downwards at any time and until the Passenger has made a booking.

9.2. Once the Passenger has made a booking no increase or decrease in the price will be made except as follows:

9.2.1. If there is an increase or decrease since the date of the booking in the cost of providing any cruise under a contract of more than 2% caused by an increase or decrease in transportation costs, including the cost of fuel, dues, taxes or fees for services at ports, or exchange rates, then a surcharge may be levied and may include an amount to cover agents' commission or a refund may be provided. If the total surcharge is more than 10% of the price quoted at the time of the Passenger's booking, the Passenger will be entitled to cancel the contract with a full refund of all monies paid. Such cancellation must be made within 14 days of the issue date printed on the surcharge invoice. If a surcharge is made it will be demanded in writing. Failure to pay a surcharge within 14 days may be treated as cancellation by the Passenger of the contract which may result in a cancellation charge.

9.2.2. No surcharges or refunds will be due less than 30 days before the departure date, but bookings received within this period may be charged at the published price plus any surcharge or less any rebates arising up to the date of that booking.

9.2.3. All accounts for goods or services provided on board and any other amounts not included in the price of the contract must be settled before the Passenger leaves the ship. An administration charge of €75.00 will apply if the Passenger fails to settle in full his or her on-board account before leaving the ship.

10. Fitness to travel and Passengers with disabilities or reduced mobility

10.1. In order to ensure that the Carrier 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.



10.2.At the time of booking every Passenger is obliged to inform the Carrier of any condition, physical limitation or disability, including but not limited to reduced mobility, which may require special arrangements, medical equipment, medical supplies or care or assistance. This obligation 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 the Carrier is entitled to refuse to accept a booking or to embark that Passenger on the grounds of safety. Any such refusal will be based on an assessment of risk by the Carrier which will take into account the provisions of national law and other applicable legislation and international regulations. The fullest relevant information shall be provided by the Passenger at the time of booking. If a Passenger's circumstances change between the date of booking and the date of commencement, which may make the carriage of that Passenger unsafe or which may require special arrangements, medical equipment, medical supplies or care or assistance, the Passenger is obliged to inform the Carrier as soon as possible and to notify the Carrier of any requirements for special arrangements, medical equipment, medical supplies, care or assistance.

10.3.The Carrier reserves the right to require any Passenger to produce medical evidence of fitness to travel on the cruise purchased in order to assess whether the Passenger can be carried safely in accordance with applicable international, EU or national law. Where the Carrier considers that it is strictly necessary, the Carrier may require a Passenger with reduced mobility, physical limitation or disability to be accompanied by another person who is fit and able to assist the Passenger in daily tasks and is also capable of providing the assistance required by that Passenger with reduced mobility, physical limitation or disability. This requirement will be based entirely on safety grounds and may vary from one ship to another or from one itinerary to another. 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 the booking. Passengers shall provide as much relevant information as possible to enable a full risk assessment to be made. A Passenger may be asked to provide further details to ensure that the Carrier has all relevant information.

10.4.In order to ensure that the Carrier can provide the necessary assistance, and that 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 who have a reduced mobility, physical limitation or disability, must advise the Carrier at the time of the booking but in any event at least 48 hours before the assistance is needed unless a shorter period is agreed between the Passenger and the Carrier. The disabled person or person with reduced mobility must present himself at the point designated by the Carrier one hour before the published embarkation time, unless a shorter period is agreed between the Passenger and the Carrier.



11. Medical Assistance

Medical assistance can be provided on board. However, the Passenger is responsible to seek medical assistance if necessary during the cruise and to pay for any medical services on board or ashore if the Passenger has to be landed ashore for medical treatment.

The doctors providing medical assistance or services on board are independent contractors and are not under the Carrier's responsibility. The Carrier shall not be liable in any way for medical assistance or services provided or not provided by the doctors on board or by the medical personnel working under their supervision and/or responsibility.

The Carrier is not responsible for medical treatment of any kind provided ashore.

12. Cancellation by the Passenger

The Passenger may cancel the contract subject to notice to the Carrier in writing and payment to the Carrier of a cancellation fee. The effective date of cancellation is the date of receipt of written notice to cancel by the Carrier. The cancellation charges will apply whatever the reason for the Passenger's cancellation, including illness, incapacity, death or any other intervening event. If the Passenger has already started the cruise but is unable to continue for any reason whatsoever, the Carrier may re-sell any unused services or accommodation and no refund will be payable to the Passenger.

13. Alteration and cancellation by the Carrier

13.1. The Carrier reserves the right to cancel the cruise at any time on giving written notice to the Passenger.

13.2. Published cruise details or itineraries in brochures, and any notified to the Passenger at the time of placing a booking, may be subject to alteration after the contract is made as a result of events, changes in circumstances or other factors that have arisen since the cruise was originally planned by the Carrier. Alterations may include omitting, substituting or adding ports of call, restricting the availability of any on-board facility and services available at any time or otherwise changing the itinerary (including routing of the ship), schedules, the ship itself or other arrangements that form part of the cruise. Where possible and appropriate the Carrier will try to ensure that any changes are as limited as practical and do not take place within 14 days before the departure date unless due to a Force Majeure event. Such alteration will not amount to a significant alteration of the cruise under the Contract of Carriage.

13.3. Where before the departure date it becomes impossible to provide the cruise, even by making changes, due to an event of Force Majeure, the Carrier will give notice of cancellation of the cruise as soon as practical and the Passenger will be offered a refund of all monies paid under the contract or, where possible, the choice of a replacement cruise of equivalent value.

13.4. Where after the departure date it becomes impossible to provide any part of a cruise under a contract due to an event of Force Majeure, the Carrier will make suitable alternative arrangements at no extra cost to the Passenger. If this is not possible transport will be provided back to the place of embarkation. Where the cruise is curtailed, for each whole day lost the Passenger will be reimbursed an amount pro rata to the cost of the cruise.

13.5. In the event of cancellation, alteration or delay (including prolongation of the cruise) the Carrier will not be responsible for individual circumstances or arrangements, or any losses arising from individual circumstances or arrangements nor for any other consequential or indirect losses, loss of society or consortium.



14. Conduct, safety and security

14.1. The Carrier has the right to make, enforce or change, without prior notice, rules and policies for the conduct of Passengers on board relating to matters including, but not limited to, dress, behaviour, alcohol and food.

14.2. For the Passenger's safety and security, or that of other Passengers, it may be necessary for crew members or other servants or agents of the Carrier to search Passengers, their cabins or their luggage. Each Passenger will allow this to take place when a search is authorised by the Captain or a security or other officer of the ship and each Passenger agrees to follow any instructions or orders in this regard.

14.3. The Passenger will be responsible for any loss or damage caused by him or her during the cruise to any property or person or other third party or to the Carrier, no matter how that loss or damage is caused. If the Passenger causes such loss or damage then the Carrier may require the Passenger to pay an amount to cover the loss or damage so caused.

15. Liability

15.1. Carriage of Passengers and their luggage by sea is governed by the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (the "Athens Convention") and, where applicable, EU Regulation 392/2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents. The Athens Convention and, where applicable, Regulation EU 392/2009 are expressly incorporated into this contract of carriage and any liability of the Carrier for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be solely brought in accordance with the Athens Convention and, where applicable, Regulation EU 392/2009 unless otherwise provided herein. In most cases the Athens Convention and, where applicable, Regulation EU 392/2009 limit the Carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables.

A summary of provisions concerning the rights of the Passenger under Regulation EU 392/2009 can be found at

<https://ec.europa.eu/transport/sites/transport/files/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>

The Regulation EU 1177/2010 applies in respect of Passengers travelling on a cruise where the port of embarkation is situated in an EU or EEA State, except Articles 16(2), 18, 19 and 20(1) and (4) which do not apply to those Passengers. A summary of the Passengers' right under this regulation (except "Right to re-routing and reimbursement in case of cancellation or delay of departure" and "Right to request partial compensation of the ticket price in case of delay in arrival to the final destination" which do not apply to Passengers travelling on a cruise) can be found at

https://ec.europa.eu/transport/sites/transport/files/themes/passengers/maritime/doc/summary_en.pdf

The Carrier's liability shall in no case exceed (i) SDR 400,000 for death or injury of Passengers, (ii) SDR 2,250 for loss of or damage to cabin luggage, (iii) SDR 12,700 for loss of or damage to vehicles including luggage carried in or on the vehicle, or (iv) SDR 3,375 for loss of or damage to luggage other than that mentioned in paragraphs (ii) and (iii) above.

The Carrier shall not be liable for the loss of or damage to monies, cameras, laptop computers, watches, mobile phones, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the Carrier for the express agreed purpose of safe-keeping. In that which case the Carrier shall be liable up to the limit of SDR 3,375.

The above limits apply per Passenger or per vehicle (as the case may be), per carriage. SDR is the Unit of Account as referred to in Article 9 of the Athens Convention.



15.2. 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 and where applicable EU Regulation 392/2009, any legal liability the Carrier may have for such losses will be limited to €100 per Passenger.

15.3. Shore excursions are not included in the price and do not form part of a Contract of Carriage. Any shore excursions booked will be supplied by local operators, suppliers or diving centres who are not the Carrier's servants, agents or suppliers and who apply the local laws and regulations of the relevant country. The Carrier is not responsible for any acts or omissions which are wholly attributable to the fault of the local operators, suppliers or diving centres. Passengers are responsible for ensuring that they are sufficiently fit and healthy to undertake shore excursions.

15.4. It is agreed that the Carrier shall be deemed a shipowner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 in force in any relevant jurisdiction and entitled to limit its liability in accordance with that Convention.

15.5. Right of a Passenger with reduced mobility to compensation for loss of or damage to mobility equipment or other specific equipment

In case of shipping incident: the Passenger has a right to compensation from the Carrier corresponding to the replacement value or the repair costs of the equipment concerned, unless the Carrier proves that the incident occurred without his fault or neglect.

In case of non-shipping incident: the Passenger has a right to compensation from the Carrier corresponding to the replacement value or the repair costs of the equipment concerned, if he/she proves that the incident was the result of the Carrier's fault or neglect.

A shipping incident is as defined in the Athens Convention.

15.6. Notice Requirements and Time Limits

15.6.1. The Carrier shall not be liable to Passengers in respect of any claims whatsoever for personal injury or death unless full particulars thereof are provided in writing by the Passenger or anyone on the Passenger's behalf to the Carrier within 15 (fifteen) days after the date the Passenger has disembarked or should have disembarked from the vessel. Any suit to recover such claims must be filed within 1 (one) year after the date of the personal injury or death.

15.6.2. The Carrier shall not be liable to Passengers in respect of any claims whatsoever other than personal injury or death unless full particulars thereof are provided in writing to the Carrier before the Passenger leaves the debarkation area to enable the Carrier to investigate any damage and to conduct a search for articles claimed to be lost. Any suit to recover such claims must be filed within 1 (one) year from the date the Passenger has disembarked or should have disembarked.

15.6.3. Passengers expressly waive all other potentially applicable state, federal or foreign limitation periods for any claims whatsoever.

15.6.4. All notices must be mailed, postage prepaid, to the Carrier at 4, Rue de la Turbie, MC 98000 – Monaco.



15.7. It is hereby expressly agreed that no servant, agent, direct or indirect subcontractor or other party employed by or on behalf of the Carrier, or whose services have been used in order to perform this Contract of Carriage, including but not limited to the master, officers and crew of the vessel, hereinafter termed "Servant", shall in any circumstances whatsoever be under any liability whatsoever to the Passenger for any injury, loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this Contract of Carriage.

Without prejudice to the generality of the foregoing provisions in this clause, every exemption and/or limitation contained herein and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce the Law and Jurisdiction provisions contained herein shall also be available and shall extend to every such Servant who shall be entitled to enforce the same against the Passenger.

For the purpose of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of the Servant who shall to this extent be or deemed to be a party to this Contract of Carriage.

16. General average and salvage

A Passenger will not be liable to pay nor entitled to receive any general average contribution in respect of property taken with him on the vessel. He will not be entitled to any remuneration by way of salvage.

17. Amendments and severability

No amendment of this contract shall be valid unless made in writing and signed by a duly authorised Officer of the Carrier. No amendment of any term of this contract pertaining to the Carrier's liability shall be valid unless made in writing and signed by the Carrier's President or Managing Director. The terms of this contract shall be separable. Should any provision of this contract be deemed invalid by a Court of competent jurisdiction, such provision shall be deemed to be severed from this contract and of no force and effect and all remaining provisions herein shall continue to be in full force and effect.

18. Entire contract

This contract constitutes the entire agreement between the parties and supersedes all representations or conditions contained in the Carrier's advertisements, notices, brochures or other materials and/or promises and agreements made or claimed to have been made to or with the Passenger or anyone representing him or her by any party.

19. Law and Jurisdiction

19.1. This contract shall be governed by and construed exclusively in accordance with the laws of the Principality of Monaco and any dispute in relation thereto shall be subject to the exclusive jurisdiction of the Courts of the Principality of Monaco.

19.2. The Passenger and the Carrier agree that any and all claims shall be subject to the exclusive jurisdiction of the Courts of the Principality of Monaco.

