

## BOOKING TERMS AND CONDITIONS FOR ANY INTENDED CRUISE AND CONTRACT OF CARRIAGE TO BE CONCLUDED WITH MSC CRUISES SA

### 1. INTRODUCTION

- 1.1 MSC Cruises SA ("MSC") of 12-14, Chemin Rieu, CH-1208 Geneva, Switzerland, provides ocean cruises ("Cruises") aboard ships departing and/or returning to ports within South Africa
- 1.2 MSC sells tickets ("Cruise Tickets") for the Cruises. It does so in South Africa through the local offices and sales staff of MSC Cruises SA inc in Geneva Switzerland. MSC also sells other services ("Additional Services") which may be purchased in addition to a Cruise Ticket, such as excursions, flights and hotel accommodation provided by third parties ("Service Providers"). Notwithstanding that MSC may offer and sell "packages" incorporating Ocean Cruises, air and other travel, accommodation and excursions (such as the "Fly/Cruise" or similar apparently all inclusive packages), MSC remains the contracting party in terms of these Booking Terms and Conditions and the Contract of Carriage, only for the Ocean Cruise carriage portion or leg of such package and in respect of all other sectors or legs undertaken by other Service Providers and carriers, such services are provided by them as independent contractors on their own terms and conditions and MSC contracts with such Service Providers solely as an agent on your behalf,
- 1.3 In providing such Cruises on ships operated by it, MSC does so as the carrier ("the Carrier"), on the Terms and Conditions of Carriage and Passage of Passengers ("the Contract of Carriage"), which follows after these Booking Terms and Conditions and can be accessed at [www.msccruises.co.za](http://www.msccruises.co.za). The Contract of Carriage terms and conditions will be attached to and form part of the Cruise Ticket which will be issued and the carriage of any passenger on board the cruise ship, will be undertaken subject to the terms and conditions of the Contract of Carriage.
- 1.4 **All bookings made and Cruise Tickets and Additional Services which you purchase, whether directly from MSC or through a Travel Agent are made and/or sold to you on these standard terms and conditions ("STC's") read together with the Contract of Carriage and the answers to the "Frequently Asked Questions ("FAQ's") available on our website [www.msccruises.co.za](http://www.msccruises.co.za), together with any other terms and conditions which you agree with MSC in writing. Please make sure you read and understand these STC's, the Contract of Carriage, the FAQ's and any other terms and conditions agreed with MSC, especially the provisions which are typed in bold print and/or have been specifically drawn to your attention. The Contract of Carriage may refer to and incorporate the provisions of the law of the country of the Carrier, the law of the place the contract is concluded, another chosen law stipulated in the contract and/or International conventions which may limit or exclude the liability of the Carrier.**
- 1.5 If you book a Cruise, or purchase a Cruise Ticket and/or any Additional Services, through a Travel Agent, you agree that the Travel Agent is your Agent and not the Agent of MSC. Accordingly money handled by the Travel Agent is handled on your behalf and not on MSC's behalf. The risk of loss of and/or theft of the money will be borne by you until the money has been received by MSC. In the event of the Travel Agent signing the Booking Reservation Form on your behalf, you confirm and warrant the authority of the Agent to do so and you agree to be bound by all the Terms and Conditions thereof. In addition the Travel Agent in so signing the Booking Reservation Form warrants his/her authority to do so on behalf of the passenger and that the Terms and Conditions were drawn to the attention of the passenger.
- 1.6 In these conditions and if applicable in the contract of carriage, the following words or phrases shall bear the following meanings ascribed to them –
- 1.6.1 "Cruise" means the cruise as described in the relevant Company brochure, the Official Website or other documentation produced for or on behalf of the Company.

- 1.6.2 "Grand Tour" means the combination of two or more Cruises prearranged by the Company and offered for sale as a single Package. For any relevant purposes, the Grand Tour shall always be considered as a single and indivisible Package. All terms and references to a Cruise and or Package shall include and be equally applicable to a Grand Tour unless otherwise stated. References to price are references to the total price paid for the Grand Tour.
- 1.6.3 "Official Website" means the set of related web pages, documents and hypertext links served from the web domain [www.msccruises.co.za](http://www.msccruises.co.za).
- 1.6.4 "Package" means the cruise, and flight(s) and or any pre-cruise and/or post-cruise arrangement for accommodation. It does not include shore excursions or shuttle services which do not form part of the inclusive Package price.
- 1.6.5 "Shore Excursion" means any excursion, trip or activity ashore that is not included as part of the all-inclusive price of the Cruise and is offered for sale by the Company onboard its vessels.
- 1.6.6 "South African Cruise Season" means cruises advertised to be commenced and completed to or from ports in South Africa during the period between approximately October or November in any one calendar year and March or May in the following calendar year, so for instance between 28 October 2014 and 28 March 2015 will be referred to as the 2014/15 cruise season, but in some years the season could be between November in the one calendar year and May in the following year.
- 1.6.7 "Summer Cruise Season" shall mean International cruises scheduled by MSC for departure during the Northern Hemisphere summer months, so that "MSC Summer Cruise Season 2015" shall mean cruises scheduled to be undertaken during the European Summer of 2015.

### 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 as independent contractors 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. **You are urged to read and take note of any limitations of liability that may exist in terms of the Service Providers terms and conditions, which may exist by contract or by application of any incorporated International Conventions and/or local legislation or regulations applicable where the services are provided or travel is undertaken.**
- 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 to the best of MSC's knowledge and belief, 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 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 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 (and also available on our website [www.msccruises.co.za](http://www.msccruises.co.za)).
- 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 in the normal course only open for acceptance by you for a period of 72 hours ("Purchase Period") after the date on which it is sent to you.** If the cruise is booked within 60 days of the scheduled date of sailing, then no extended Purchase Period is permitted and the acceptance must be sent immediately by return, together with immediate payment of the full cruise fare by electronic funds transfer ("EFT") or instant online payment by credit card. This provision shall also apply in the case of special promotions where immediate payment of the full fare is required in order to secure the special promotional rate, which will be indicated to you at the time of booking, if applicable.
- 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 full amount for the cruise and all Additional Services as indicated in the Booking Confirmation to MSC in cash or by electronic funds transfer ("EFT") into the bank account set out in the Booking Confirmation, or available on request from the Branch where your Cruise booking was made
- 3.5 **If you do not pay the full amount required and set forth in the Booking Confirmation within the Purchase Period or by return the same day (as applicable), 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 departure date / cabin category or cabin number and/or Additional Services will be available to you at the same cruise fare or price.**

#### LATE BOOKINGS

- 3.6 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 immediately after receiving the Booking Confirmation from MSC and by return the same day:
  - 3.6.1 Complete and submit to MSC the online Passenger Registration Form ("**the Passenger Registration Form**") available online at [www.msccruises.co.za](http://www.msccruises.co.za).
  - 3.6.2 Pay the full amount of the Package Price to MSC.
  - 3.7 **If you do not submit the Passenger Registration Form and pay the full amount of the Package Price to MSC by return the same day, 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 departure date/ cabin category or cabin number and/or Additional Services will be available to you, at the same cruise fare or price.**

### 4. 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 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.

### 5. THE PASSENGER REGISTRATION FORM AND YOUR PERSONAL INFORMATION

- 5.1 **Except for late bookings referred to in clause 3.6, you must complete and submit the Passenger Registration Form to MSC by the Payment Date referred to in clause 8.4.**
- 5.2 You warrant that all information which you provide to MSC in your Passenger Registration Form is true and correct at the time when you submit the Passenger Registration Form to MSC.
- 5.3 You agree that MSC may use the information which you have provided in your Passenger Registration Form to provide you with marketing material relating to the Cruises and Additional Services which MSC has on offer from time to time.
- 5.4 The Passenger Registration Form completed online is governed by our Online Privacy policy which you are able to read and agree to before submitting your online Passenger Registration Form. MSC will endeavour to maintain confidentiality as regards your details provided to it or its agents by such electronic or other means, unless required to disclose the same by due legal process. The passenger manifests (passenger lists) containing personal information of the passengers travelling on board the vessel remains the property of MSC, is confidential and we are not at liberty to disclose any personal passenger information contained in these lists unless obliged to do so in law.

### 6. MAKING BOOKINGS FOR OTHER PEOPLE

- 6.1 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.

### 7. THE DEPOSIT AND REFUNDS

- 7.1 **MSC shall be entitled to stipulate and require that a deposit in respect of the cruise fare and other charges is made at the time of the reservation of the Cruise Booking and are entitled to impose a reasonable compensatory charge and a genuine pre-estimate of its damages and losses for the cancellation of the reservation in the event of you cancelling your Cruise Booking, which may entail the retention by MSC of the full deposit so made, or recovery of the full or a proportion of the cruise fare payable, to reimburse them for their loss of income, revenue and out of pocket expenses arising from or pursuant to that cancellation.**
- 7.2 Subject to the cooling off period in clause 4, any refunds referred to in these STC's shall exclude such retained portion or all of the Deposit.
- 7.3 **MSC shall be entitled to stipulate that an additional supplementary levy be imposed and that such supplementary levy be paid in cash or by credit card, prior to the embarkation of any passenger, as a reasonable compensatory charge and a genuine pre-estimate of its damages and losses for the non-arrival for embarkation of a co-passenger at the ship (hereinafter referred to as a "no-show"); to be levied on any passenger occupying the cabin for single use as a result of the no-show of a co-passenger booked and confirmed to travel with them in the same cabin; to reimburse MSC for their loss of onboard income, revenue and out of pocket expenses arising from or pursuant to that no-show and resultant consequential single occupancy of the cruise berth.**
- 7.4 **The amount of such levy shall be within the sole discretion of MSC and their staff at the port of embarkation but shall (without guarantee) be calculated with reference to the proven revenue otherwise earned historically during cruises of the equivalent of EURO 24 per passenger per day, or such other daily figure as to MSC appears just and equitable given the particular circumstances of any specific no-show, but not exceeding an uplift to double the shared cruise fare, or the equivalent of a fare for single cabin occupancy.**

7.5 Such supplementary levy shall also be payable in advance by the remaining passenger(s) in the event that a booking made for shared cabin occupancy, is cancelled by the co-passenger booked to share cabin occupancy, prior to the date of embarkation.

**8. THE PACKAGE PRICE AND PAYMENT**

- 8.1 The Package Price set out in the Booking Confirmation includes:
  - 8.1.1 the cost of the Cruise Ticket ("Cruise Fare");
  - 8.1.2 Service Costs for Additional Services requested to be provided by Service Providers as outlined in Point 2;
  - 8.1.3 A hotel service charge ("Hotel Service Charge"). (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.)
  - 8.1.4 port and baggage charges ("Port Charges") levied for the use of port facilities and the handling of your luggage; and
  - 8.1.5 a travel insurance premium ("Insurance Premium") for the travel insurance arranged by MSC as explained in clause 12 below.
- 8.2 The Hotel Service Charge is a compulsory charge levied for staff gratuities, expressed as a daily rate, the amount of which differs from cruise to cruise depending on various factors, but will generally be reflected in the booking confirmation. The applicable rate for the cruise for which you intend to book can be requested in writing from MSC. Whilst in the normal course this charge will be included in a package price and be pre-paid, if for any reason it has been omitted from the booking confirmation, package or lump sum price quoted and/or collected or pre-paid prior to embarkation due to any error or oversight, that Hotel Service Charge will be added to your on board account and shall be payable not later than prior to departure and disembarkation from the vessel.
- 8.3 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 from the MSC Cruises SA office where your cruise booking was made.
- 8.4 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 a Service fee for administrative costs.
- 8.5 Note that from time to time MSC will, as the date scheduled for embarkation on a particular cruise approaches, have some berths unsold and may for commercial reasons decide to offer special once off promotional fares, packages or add on discounted benefits to fill all unsold berths or cabins for that cruise, which will obviously be lower or apparently more attractive to passengers than the fares, packages or benefits originally advertised for that cruise. No booking already made whether the deposit has already been made or otherwise, can be transferred or exchanged for a booking relying on such a promotional fare or package.

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

When you buy beverages on board the ship during your Cruise, an amount of 15% of the cost per purchase will be added to your bill as a gratuity for the staff who serve you your beverages.

**10. ON BOARD ACCOUNTS**

- 10.1 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 Southbound from Europe to South Africa where all purchases will be made in Euros).
- 10.2 When you board the Cruise Ship you will receive an identity card ("Cruise Card") which is also used to pay for your on board purchases. The ship is a cashless environment and when making onboard purchases, you will do so using your "Cruise Card". (The onboard casinos only accept cash for gambling purposes)
- 10.3 All of your on board purchases are recorded on an on board account opened in your name. The full amount due for onboard purchases made is required to be paid before being permitted to disembark the Cruise Ship at the end of the Cruise.
- 10.4 You may link the Cruise Cards of other passengers to your on board account.
- 10.5 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 do this you must give MSC your credit card

account details and sign a receipt permitting MSC:

- 10.5.1 to request your bank to authorise MSC to charge your on board purchases to your credit card up to an amount of USD250; and
- 10.5.2 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.
- 10.6 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 the accounting office onboard. You may keep the other copy for your records.
- 10.7 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 10.55 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.
- 10.8 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 should your onboard purchases exceed the deposit paid, the balance due on your account must be paid in cash before you leave the Cruise Ship
- 10.9 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.
- 10.10 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.

**11. INCREASES IN THE CRUISE FARE**

- 11.1 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.
- 11.2 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.
- 11.3 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:
  - 11.3.1 pay the increase in the Cruise Fare to MSC by the Payment Date; or
  - 11.3.2 cancel your Cruise Ticket booking by giving MSC a written notice of cancellation within no later than 3 days after the date on which MSC notifies you of the increase in your Cruise Fare.
- 11.4 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.

**12. INSURANCE – (Not Applicable to South and Northbound cruises where all passengers MUST obtain their own insurance)**

12.1 In return for payment of the Insurance Premium, MSC shall arrange for Hollard Travel Insurance 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. Should you for any reason be regarded by Hollard Travel Insurance or their underwriters or reinsurers to be uninsurable, or insurable with a special deductible or proviso, this shall not constitute a breach of these conditions by MSC and is a matter to be resolved between you and the insurers and in the event of your being unable to resolve the matter, MSC shall be entitled to require you at your own cost to obtain alternative insurance cover.

Insured event	Cruise 7 nights or less
Medical & Related expenses	R 750,000
Personal Accident	R 50,000
Cancellation & Curtailment	R 10,000 (excess R 500)
Baggage loss	R 10,000 (excess R 500)

Insured event	Cruise 8 nights or more including Madagascar
Medical & Related Expenses	R 5,000,000
Personal Accident	R 50,000
Cancellation & Curtailment	R 15,000 (excess R 500)
Baggage loss	R 15,000 (excess R 500)

12.2 **The Insurance Premium once paid is non-refundable and subject to the cooling off period in clause 4, any refunds by MSC referred to in these STC's exclude the amount of the Insurance Premium.** MSC is entitled (but not obliged) to refuse to allow you on board a Cruise unless you have the insurance cover or alternative cover referred to above. (Excludes South and Northbound cruises where passengers are REQUIRED to obtain their own insurance and present proof of insurance to MSC Cruises.) **You must read the Policy Wording of the insurance cover attached to your Booking Confirmation and also available at [www.msccruises.co.za](http://www.msccruises.co.za)** as MSC Cruises SA may provide you with product information only, but cannot advise you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. Please contact Hollard Travel Insurance if you require any clarification on the benefits or cover provided.

**13. YOUR REQUESTED BOOKING CHANGES (APPLICABLE TO ALL CRUISES COMMENCING PRIOR TO THE START OF THE MSC SUMMER CRUISE SEASON 2015. YOUR ATTENTION IS DRAWN TO THE PROVISIONS OF THE ADDENDUM TO THESE CONDITIONS BELOW DEALING WITH CERTAIN CHANGES TO THE TERMS AND CONDITIONS SCHEDULED TO TAKE PLACE AFTER THAT DATE WITH REGARD TO INTERNATIONAL CRUISES. SUBSEQUENT TO THAT DATE THE PROVISIONS OF THIS CLAUSE WILL REMAIN APPLICABLE TO LOCAL SOUTH AFRICAN COASTAL CRUISES ONLY)**

- 13.1 Your attention is drawn to the provisions of clause 15.4 regarding the non-transferability of bookings and contracts of carriage. Nevertheless in exceptional circumstances and if for reasons beyond your control a change is absolutely necessary, is not necessitated due to any fault on your behalf and does not involve a change to the dates of the cruise from one South African cruising season to another, MSC may, but shall not be obliged, to agree to such changes on such terms as they within their sole discretion may stipulate, including the payment of penalties. Accordingly, if after the Booking Date, you wish to request MSC to consider a change of the name in which the Cruise Booking has been made and/or the name in which the Ticket has been issued and/or the Cruise dates for which you have booked, you must request MSC to consider such change and the reason therefore, in writing.
- 13.2 **Should MSC agree to such changes, you will be liable to pay to MSC any difference (if applicable) in the Cruise Fare of your current Cruise Booking and requested Cruise Booking as well as any administrative fees applicable.**
- 13.3 **Should such change be agreed then MSC may charge you the following administrative fees for changing your Cruise Booking:**

If you request a change	Name Change	Date or Cruise Change
60 days or more before the sailing date	R 600 per person	R 500 per person
45-60 days before the sailing date	R 600 per person	No changes permitted
30-44 days before the sailing date	R 600 per person	No changes permitted
29-16 days or less before the sailing date	R 600 per person	No changes permitted
15 Days or less before the sailing date	R 600 per person	No changes permitted

- 13.4 Any changes you request on a Grand Tour shall always apply to the whole Package. All the relevant time limits run from the scheduled date of departure of the first Cruise of the Grand Tour.
- 13.5 Under no circumstances may any bookings be transferred or changes requested, between one South African cruise season and another South African cruise season.
- 13.6 **Only one request for any change is permitted per booking; any request for additional changes after the initial change request has been made if such request is granted, cannot be considered, will constitute a cancellation and the relevant penalties provided for in clause 15 will be applied.**

**14. BOOKING CHANGES MADE BY MSC**

- 14.1 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.**
- 14.2 MSC will notify you (or if you have booked the Cruise Ticket through a Travel Agent -that Travel Agent) as soon as reasonably possible of any changes to your Cruise booking.
- 14.3 If MSC makes a change to your Cruise booking, you may:
  - 14.3.1 accept the new booking;
  - 14.3.2 book another Cruise offered by MSC for the same or a higher Cruise Fare (subject to clause 14.5 below);
  - 14.3.3 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
  - 14.3.4 subject to the provisions of clause 15, cancel your booking.
  - 14.3.5 **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 booking. If you do not do so, MSC shall assume that you agree to the new Cruise booking.**
- 14.4 **If you decide to change your Cruise booking for a Cruise which has a higher Cruise Fare, you must pay to MSC the difference between the Cruise Fare of the Cruise which you have booked and the Higher Cruise Fare.**
- 14.5 The provisions of this clause 14 relate solely to instances where for reasons beyond MSC's control, it is necessary to change specific logistical aspects related to details of your booking and is to be distinguished from the circumstances which may arise and will be covered in and subject to the provisions of clauses 15, 16 or 17 below.

**15. CANCELLING YOUR CRUISE BOOKING**

**(APPLICABLE TO ALL CRUISES COMMENCING PRIOR TO THE START OF THE MSC SUMMER CRUISE SEASON 2015. YOUR ATTENTION IS DRAWN TO THE PROVISIONS OF THE ADDENDUM TO THESE CONDITIONS BELOW DEALING WITH CERTAIN CHANGES TO THE TERMS AND CONDITIONS SCHEDULED TO TAKE PLACE AFTER THAT DATE WITH REGARD TO INTERNATIONAL CRUISES. SUBSEQUENT TO THAT DATE THE PROVISIONS OF THIS CLAUSE WILL REMAIN APPLICABLE TO LOCAL SOUTH AFRICAN COASTAL CRUISES ONLY)**

- 15.1 Should you cancel your cruise booking the pre-estimate of damages set out below shall apply and be immediately payable.
- 15.2 If you cancel your Cruise Booking after you have received your Cruise Tickets, referred to in clause 19, you must return any documentation which you have received back to MSC with your notice of cancellation.
- 15.3 Please note, no refund will be considered, made or permitted if you seek to terminate your cruise after embarkation or while the cruise is in progress, for whatsoever cause.
- 15.4 Subject to the provisions of clause 13 cruise bookings and contracts of carriage are non-transferable. Name changes and cruise date changes are considered reservation cancellations and are subject to the below cancellation fees, unless within the sole discretion of MSC as provided for in clause 13, such changes are permitted for good cause shown.
- 15.5 **If you cancel your Cruise Booking- to recover the genuine pre-estimate of the damages and loss to be suffered by the carrier in consequence of the cancellation, MSC may charge you a cancellation charge calculated on the following scale which shall become immediately payable by you:**

Date of Cancellation	Cancellation Charge
60 days or more before the sailing date	The Full Deposit
59-30 days before the sailing date	50% of the Cruise Fare
Less than 30 days before the sailing date	100% of the Cruise Fare

- 15.6 Subject to the other provisions of these STC's, you will not be entitled to any refund if:
  - 15.6.1 you do not board the Cruise Ship at the time and/or on the date when it leaves the port at which you were scheduled to board the Cruise Ship; or

- 15.6.2 **you board the Cruise Ship at a port other than the port at which you were scheduled to board the Cruise Ship; or**
- 15.6.3 **for any reason you leave the Cruise before it ends; or**
- 15.6.4 **You do not check in and/or board the Cruise Ship no later than the check in time indicated in your confirmation of booking or the embarkation time indicated on your cruise ticket.**

15.7 You may request the cancellation of a Grand Tour, but such a cancellation shall always apply to the whole Package. All the relevant time limits run from the scheduled date of departure of the first Cruise of the Grand Tour.

## 16. CANCELLATIONS OF CRUISES BY MSC

- 16.1 **MSC may cancel your Cruise at any time by giving you written notice of cancellation.**
- 16.2 If before or during a Cruise, MSC cancels your Cruise for any reason, MSC may:
- 16.2.1 refund you the amount of your Cruise Fare in proportion to the part of the Cruise which has not been performed; or
- 16.2.2 **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.**
- 16.3 **Subject to the provisions of clause 16.2, 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.**
- 16.4 **A change in the intended or advertised itinerary, destination port or area, rotation of ports or destinations or any shore excursion, shall not constitute a cancellation of your cruise, nor shall an inability or failure of the vessel to sail from the port of embarkation or any intermediate port on or at the schedule time or date, or at all, constitute such a cancellation of your cruise.**

## 17. CHANGES IN THE CRUISE, TRAVEL ROUTE OR PORTS

- 17.1 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.
- 17.2 The Cruise and Travel Route shall be deemed to have commenced when you have boarded the Cruise Ship at the scheduled or substituted embarkation port, have cleared customs and immigration and have passed through the reception formalities to board the ship, notwithstanding when ocean navigation from the port commences. The Cruise and Travel Route shall be deemed to have been completed when you disembark at the final port of destination.
- 17.3 In the case of a repositioning or other international non-coastal voyage or cruise, or in the event of a package or multi-modal inclusive travel booking, then the Cruise Travel Route shall be deemed to have commenced when you have cleared through passport control and entered the international departure area in the country of your domicile or the departure point for your pre-cruise travel arrangements if covered in your booking, for the commencement of international travel by air, train or other means of conveyance in a multi-modal package booking.
- 17.4 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 and other 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.
- 17.5 **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.**
- 17.6 **MSC does not guarantee that the Cruise Ship will be able to depart the port of embarkation on or at the scheduled date or time, or at all; and/or call or stop at the Ports at which it is scheduled to call or stop; and/or that you will be able to go ashore on a planned shore excursion during the scheduled Travel Route; 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 calls or stops if the master of the Cruise Ship ("the Master") considers it necessary to do so for any of the reasons set out above.**
- 17.7 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.
- 17.8 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.

17.9 MSC shall not be liable for any loss or damages which you may suffer if for any reasons beyond MSC's control:

- 17.9.1 you have to board the Cruise Ship at a different Port;
- 17.9.2 the time or date on which the Cruise Ship is scheduled to leave a Port is delayed or if it is unable to depart a Port at all for reasons beyond its control and is obliged to remain moored alongside a berth or at anchor;
- 17.9.3 the Cruise Ship is unable to stop at a scheduled Port or anchor or stop to permit you to go on a scheduled shore or other excursion, or once stopped at a Port, you are unable to go ashore; or
- 17.9.4 the Cruise Ship is substituted by another ship or mode of transport.

## 18. VISAS AND TRAVEL DOCUMENTS

- 18.1 **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.**
- 18.2 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.
- 18.3 **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.**
- 18.4 MSC may at any time request to inspect your Travel Documents.

## 19. CRUISE TICKETS

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 "Cruise Tickets" - 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.

## 20. CONDITIONS OF CARRIAGE AND VARIOUS LIABILITY CLAUSES

- 20.1 **Your attention is specifically drawn to the provisions of the contract of carriage and cruise ticket conditions which follow and which will be attached to and form part of your Cruise Ticket once issued. Those terms and conditions ("Contract of Carriage of passengers to or from South African Ports") can also be found at [www.msccruises.co.za](http://www.msccruises.co.za).**
- Your attention is also drawn to the provisions of clause 1.2 and clause 2 of these booking terms and conditions with regard to the applicability, in addition to the terms of the MSC contract of carriage, of any relevant carriage by means of other forms of transport such as Air, Train, Road or River provided by other third party Service Providers (whether in terms of any package, or excursion, or otherwise) which will be undertaken subject to their own terms and conditions of contract or carriage, or will be subject to other domestic or international conventions, legislation or regulations, which may include substantive provisions for the limitation of those carrier's liability.**
- 20.2 **You must carefully read all of those term and conditions as you will be bound by them once you have booked for the Cruise, paid and the Ticket is issued. What are particularly important are the provisions related to the liability of MSC and to their entitlement to limit that liability. Some of the relevant clauses that affect you are the following and once you have read them and accept those terms and conditions, you will have to check the box as indicated below, to signify that you have done so:**
- 20.2.1 Clause 9 – Luggage on Board a Cruise.
- 20.2.2 Clauses 12 to 14 – Medical issues and Fitness to Travel.
- 20.2.3 Clause 19 – MSC's Liability where the Athens Convention and/or EU Regulation 392/2009 does not apply. This will be the liability clause that will generally be effective where a booking has been made in South Africa, for a cruise to or from a South African Port, so if applicable, you need to take careful note of its content and the limitations of liability.
- 20.2.4 Clause 20 – MSC's Liability where the Athens Convention and/or EU Regulation 392/2009 does apply. This will generally only be the liability clause that will be effective where the booking or contract of carriage has been concluded elsewhere than South Africa (particularly in Europe), or where a port to or from which the cruise will travel has local laws that make that Convention, including its limitation provisions applicable.
- 20.2.5 Clauses 24 & 25 – These clauses deal with Claims and Notice as well as time limits for filing suit.

20.3 Note that subject to the provisions of clauses 1.2 and 2 hereof, the carriage of passengers and their luggage by air is likely to be governed by various International conventions ("The International air conventions"), including the Warsaw convention 1929 (as amended by The Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal convention 1999. To the extent that MSC 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 cruise between the company and a Passenger) are expressly incorporated into these conditions. The International air conventions fix limitations of liability of the carrier for death and personal injury, loss of and damage to luggage and delay. any liability of the company toward the Passenger arising from a carriage by air is subject to the limitation of liability provided by said conventions. copies of these conventions are available upon request. Such carriage may also be subject to various EU directives and/or regulations of other member states of the European Union.

**21. CHOICE OF LAW**

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

**ADDENDUM AND VARIATIONS TO BOOKING TERMS AND CONDITIONS FOR INTENDED CRUISES AND CONTRACTS OF CARRIAGE CONCLUDED WITH MSC CRUISES SA IN RESPECT OF INTERNATIONAL CRUISES TO BE COMMENCED DURING THE MSC SUMMER CRUISE SEASON 2015 AND TO WHICH THE NEW "EXPERIENCES" TERMS AND CONDITIONS AND FARE STRUCTURES WILL APPLY.**

- A. For purposes of this addendum and the variations to the terms and conditions set out therein, "International Cruises" shall mean voyages on MSC operated cruise liners where embarkation is on a vessel for a cruise departing from or disembarkation from any such vessel ending at a port other than a port in the Republic of South Africa, save for repositioning voyages departing from a port in Europe or the Mediterranean bound for a South African port at the commencement of the South African summer cruising season or vice versa at the end of that season, such repositioning voyages for all purposes under these terms and conditions to be deemed to be "International Cruises".
- B. In respect of International Cruises commencing after the start of the MSC Summer Cruise season 2015 the provisions of clauses 13 and 15 of the above booking conditions shall not apply and the provisions related to your requested booking changes for such International Cruises and the consequences and circumstances applicable to your cancelling your cruise booking will be those set out in the following new clauses 22 and 23 being substituted respectively for clauses 13 and 15 above.

**22. YOUR REQUESTED BOOKING CHANGES FOR INTERNATIONAL CRUISES COMMENCING AFTER THE START OF THE MSC SUMMER CRUISE SEASON 2015**

Experience	Timing	Name Changes	Sailing Changes
Bella	60 days or more prior to departure	Free	Free
	45-60 days prior to departure	Free	R 400 per person
	30-44 days prior to departure	Free	R 600 per person
	16-29 days prior to departure	R 400 per person	R 1,000 per person
	15 days or less	No change permitted	No change permitted
Fantastica	Up to 15 days prior to departure	Free	R 400
	15 days or less	No change permitted	No change permitted
Aurea / Yacht Club	Up to 15 days prior to departure	Free	Free
	15 days or less	No change permitted	No change permitted

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

22.2 **You will be liable to pay to MSC any difference (if applicable) in the Cruise Fare of your current Cruise Booking and requested Cruise Booking as well as any administrative fees applicable.**

22.3 MSC may charge you the following administrative fees for changing your Cruise Booking:

22.4 Note that where a change is indicated above as being free, only one change of name per passenger and one change per booking for a change of cruise shall be allowed free of charge and then only where such changes are requested and permitted up to 14 days prior to departure. In the case of additional changes being payable, such fees will apply as per the Bella condition in the table above.

22.5 Requests for name changes will be free only once for Fantastica, Aurea and Yacht Club; any further requests for a name change will be subject to the same fee as Bella.

22.6 If passengers wish to change the cruise for a substituted alternative cruise, this can only be done with a requested change to a cruise of a similar length and fare value and the requested substituted cruise must depart no later than 6 months from the date the change is requested and agreed.

22.7 If the new cruise is of higher value the difference will be paid by the passenger. If the new cruise is of lower value the difference (no more than 25%) will be offered as onboard benefits (such as: credit, upgrade, drinks package etc). When a complimentary upgrade is offered, passengers will benefit from the higher category cabin (from Bella to Fantastica for example), but not receive the benefits (pre-cruise or onboard).

22.8 In the event of the name of the passenger being changed and the benefits of the cruise and any deposits paid being transferred to a third party to whom the contract is assigned, the Passenger and the third party contract assignee shall be jointly liable to MSC to pay the price of the Cruise/Package and any additional cost that may arise as a consequence of the change in passenger. The third party shall be bound by these terms and conditions including any cancellation charges that may arise after transfer of the booking.

**23. CANCELLING YOUR CRUISE BOOKING (APPLICABLE TO INTERNATIONAL CRUISES DEPARTING AFTER THE START OF THE MSC SUMMER CRUISE SEASON 2015)**

23.1 Cancellation of booking must be requested in writing (sent by registered letter, email or fax) to MSC or via the Passenger's Sales Agent. All original tickets issued and the confirmation invoice must be returned together with the notice of cancellation. MSC will levy cancellation charges in accordance with the following scale:

Experience	Date of Cancellation	Cancellation Charge
Bella	60 days or more prior to departure	The Full Deposit
	30-59 days prior to departure	50% of the Cruise Fare
	29 days or less	100% of the Cruise Fare
Fantastica	60 days or more prior to departure	Free
	30-59 days prior to departure	The Full Deposit
	29 days or less	100% of the Cruise Fare
Aurea	60 days or more prior to departure	Free
	30-59 days prior to departure	The Full Deposit
	29 days or less	100% of the Cruise Fare
Yacht Club	60 days or more prior to departure	Free
	30-59 days prior to departure	The Full Deposit
	29 days or less	100% of the Cruise Fare

23.2 Without any warranty or representation being made by MSC, it may be possible for you to claim these cancellation charges from your travel insurance provider, subject to any applicable deductibles. It is your responsibility to make such a claim under the terms of your insurance policy.

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