

BOOKING TERMS AND CONDITIONS FOR ANY INTENDED CRUISE AND CONTRACT OF CARRIAGE TO BE CONCLUDED WITH MSC CROCIERE S.A.

1. INTRODUCTION

1.1 MSC Cruises S.A. ("**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 in Geneva Switzerland and elsewhere. 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. 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") 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 Passenger Registration 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 Passenger Registration 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.

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, concert tickets or tickets for other entertainment to be held on board, 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 or under the terms of any memorandum of understanding ("MOU") between MSC and the Service Provider applicable to a specified cruise or Service Provider. Such terms and conditions and any applicable MOU, are available on request from MSC. MSC is not liable for any action or default of a Service Provider providing services under a MOU. 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 or special terms or conditions that apply under the MOU, or 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, if the Additional Services are delayed or not provided by the Service Provider, or if the Additional Services are not provided to your satisfaction. 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).

3.2 The Booking Confirmation is confirmation from MSC Cruises that a cabin has been set aside/removed from the available cabin inventory for you following your expression of interest and your request to 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 75 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 the cabin placed back into the Cruise Inventory for sale, 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. Note however, that in the event of the booking enquiry being done electronically via the MSC Website, even if you have remitted the full amount at the stage of your making the request for a booking and prior to or subsequent to the transmission and receipt by you of an automatically and electronically generated Booking Confirmation from MSC, then nevertheless the booking is not yet final until MSC have had an opportunity to manually verify all details related to the booking including the availability of the cabins requested, any specials relative to the cruise, the pricing and the itinerary: you will in the event of all such details being verified, correct and available, be advised accordingly within 72 hours of your enquiry and only in the event of all such details being confirmed, will you receive a final confirmation of your booking ("Final Booking Confirmation").**

LATE BOOKINGS

3.6 If you want to book a Cruise Ticket and any Additional Services less than 75 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 Passenger Registration Form ("**the Passenger Registration Form**") available online at 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.**

ELECTRONIC WEBSITE BOOKINGS & COMMUNICATIONS

3.8 When requesting a cruise booking online through MSC's website www.msccruises.co.za, the website and the prices, itineraries, cruise destinations and dates of departure listed thereon, serve as an advertisement by or on behalf of MSC to provide cruises and other services, and an invitation to potential customers and passengers to make an offer to MSC to buy the services specified in the advertisement, subject to their availability and subject to price.

3.9 It must be noted that the fact that certain cruises and other services are advertised at "from" certain prices, for specified destinations and itineraries, or for special fare structures

or tickets for a limited number of berths or passengers, or during stipulated periods or stages of a given South African or other cruise season, does not guarantee nor does MSC warrant that such cruises, services or specials will be available at those prices, or at all, by the time a potential customer or passenger responds to the advertisement or purports to "book" for a given cruise, service or itinerary, nor is there a confirmed contractual commitment given or booking in place when a Booking Confirmation is generated by the system, whether or not the potential customer or passenger effects payment of any amount or price quoted or indicated therein, which is provisionally recorded on the MSC system only and such booking shall only be regarded as firm and binding once a Final Booking Confirmation is sent after verification by MSC as to the details of the booking(s) sought and payments received, to be sent to the passenger by electronic means, within 72 hours of the enquiry.

- 3.10 **Note further that the booking site and enquiry facility is electronic and despite the best endeavors of MSC, computer and input glitches may occur in both pricing and advertised cruise itineraries. Should this occur MSC will endeavor to alert users to the errors as soon as they become apparent, but MSC will not be bound by the incorrect information that is unwittingly displayed, whether or not any prospective passenger has responded thereto or otherwise, and therefore any expression of interest and enquiry is received as provisional in our system until such time as the details have been verified by our offices and a Final Booking Confirmation sent within 72 hours of the enquiry.**

4. COOLING OFF PERIOD

Please note that if MSC approaches you in person, by post or electronic communication unsolicited by either print or electronic advertisement inviting enquiries to participate in a cruise, to which you have responded with an enquiry, 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 8.2**
- 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 cabin /removal of the cabin from cruise inventory to accommodate your request to MSC Cruises to book the cabin 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 (which exclude car parking on port property which is an additional expense) and the handling of your luggage; and**
- 8.1.5 **A travel insurance premium ("Insurance Premium") for the travel insurance 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 All credit card payments made to MSC Cruises are processed through MSC Cruises' foreign bank account. **You may be liable for additional bank charges as a result of a transaction involving a foreign bank account. If you are not prepared to pay such additional bank charges, please do not make a credit card payment, but rather make payment to MSC Cruises by EFT or direct deposit.**

8.5 **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**

8.6 **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

9.1 **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.**

9.2 Pre-paid vouchers are available for purchasing beverages onboard. **Please note that if you elect to purchase such vouchers, they expire 3 years after the date of purchase and may not at any time be redeemed for cash, during or after the cruise.**

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 is 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 you're 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 10.5 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 / a debit card / cheque card or cash passport 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, alternatively should your deposit made exceed your actual onboard spending, the balance is to be requested to be refunded onboard at the Reception/Accounting desk before disembarking the ship.

10.9 **MSC will not be liable for any loss suffered by you as a result of your not having obtained payment out of the credit balance on your account onboard, before disembarking the ship 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

12.1 The insurance policy wording and the schedule is the legal contract between you (the fare paying passenger on MSC Cruises South Africa under the age of 86 years) and The Hollard Insurance Company, an authorised financial services provider (17698). **You must read the policy wording and refer specifically to the terms, conditions and exclusions of cover (attached to your booking confirmation, or visit www.msccruises.co.za). Please call 0861HLLRDT (0861455738) should you need to discuss the cover provided.** Should you for any reason be regarded by The Hollard Insurance Company 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 insurer. If you are unable to resolve the matter, MSC shall be entitled to require you at your own cost to obtain alternative insurance cover.

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.

12.3 Travel insurance referred to in clause 8.1.5 and 12.1 is not applicable to the World Cruise but it is recommended that you obtain your own travel insurance.

13. YOUR REQUESTED BOOKING CHANGES 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**

BENEFITS	7 Days or Less	8 Days or more & International Cruises (not departing from SA)
1.1 Medical: Not pre-existing	R 750 000	R 5 000 000
1.2 Medical: Pre-existing condition	Nil	Nil
1.3 Medical: Terrorism	Nil	Nil
1.4 Medical: Evacuation / Repatriation	Real Expense	Real Expense
1.5 Dental or Optical: Illness	Nil	R 5 000
1.6 Follow up treatment in South Africa (30 days after return)	Nil	R 5 000
1.7 Sending a doctor in-situ/locating unavailable medicine	Real Expense	N/A
1.8 Medical Excess	R 500	R 500
2.1 Personal Accident: Death/Permanent Disablement	R 50 000	R 50 000
2.2 Personal Accident: Broken Bones 70 yrs+	R 10 000	R 50 000
3. Cancellation: Unused, non refundable pre-paid cruise fare (excess R500)	Refer to below	Refer to below
3.1 Illness/injury or death (not pre-ex)	R 10 000	R 15 000
3.2 Cruise departure delayed on day 1 12hrs+	R 10 000	R 15 000
3.3 Being made redundant	R 10 000	R 15 000
3.4 Accidental damage, burglary flooding or fire to your home (R10,000 loss)	R 10 000	R 15 000
3.5 Your compulsory quarantine	R 10 000	R 15 000
3.6 Terrorist incident 14 days before trip	R 10 000	R 15 000
3.7 Pre-existing medical conditions	R 5 000	R 7 500
3.8 Complications of pregnancy	R 5 000	R 7 500
4. Personal Baggage (Excess R500)	Up to R 10 000	Up to R 15 000
4.1 Any one article/pair/set of articles	R 1 500	R 1 500
4.2 Sunglasses/Prescription glasses/cell phones/ipad/ipod	R 1 000	R 1 000
4.3 Loss, damage or theft from beach/pool-side	R 1 000	R 1 000
4.4 Laptop, palmtop or computer	R 5 000	R 5 000
4.5 Cash and/or Travel Documents	R 250	R 1 000
4.6 Baggage Delay on ship 6hrs+	R 1 500	R 1 500
5. Travel Delay (4 hours+ delay)	R 750	R 750
6. Missed Connection (late arrival of incoming flight or cruise resulting in a missed cruise or flight): 4 Hours connecting allowed	R 750	R 750
7. Personal Liability - Excess R1000	R 500 000	R 2 000 000
8. Hijack Public Conveyance - 12hrs+	R 5 000	R 5 000
9. Carrier Accumulation Limit:	R 750 000	R 5 000 000

If you request a change:	Change in name in which Booking is made	Change in date of and/or Cruise
75 days or more before the date when the Cruise is scheduled to begin	R600 per person	R500 per person
75-45 days before the date when the Cruise is scheduled to begin	R600 per person	No changes permitted
44-30 days before the date when the Cruise is scheduled to begin	R600 per person	No changes permitted
29-16 days or less before the date when the Cruise is scheduled to begin	R600 per person	No changes permitted
15 Days or less before the date when the cruise is scheduled to begin	R600 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. 9.1**

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.**

13.7 Your attention is specifically drawn to the provisions of clauses 13.5 and 16.5 to which provisions any transfer of any

cruise booking **whatsoever** is or are subject.

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 and 16.5 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.**
- 14.6 **Your attention is specifically drawn to the provisions of clause 16.5 to which provisions any transfer of any cruise booking is subject.**

15. CANCELLING YOUR CRUISE BOOKING (APPLICABLE TO ALL 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
75 days or more before the date when the Cruise is scheduled to begin	The Full Deposit
74-40 days before the date when the Cruise is scheduled to begin	50% of the Cruise Fare
Less than 40 days before the date when the Cruise is scheduled to begin	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 at their sole discretion and election:
 - 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.** Note that any Cruise to which MSC may at their sole election, transfer you, will be within the same South African cruise season and no bookings or reservations will be transferred between one South African cruise season and another, whether resulting from your request or cancellation (as provided for in clauses 13 and/or 15), or resulting from a cancellation by MSC as provided for in this clause 16. Your attention is specifically drawn to the provisions of clause 16.5 to which provisions any transfer of any cruise booking is subject.
- 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.**
- 16.5 **Notwithstanding the foregoing and notwithstanding the provisions of clauses 13 and 15, should MSC,** at their sole discretion agree to transfer a booking between one South African cruise season and another South Africa cruise season 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, MSC will under no circumstances be obliged to offer the cruise at the same cruise fares charged on the cancelled cruise,

whether that cruise fare was a special discounted fare offer; a full fare as advertised, or otherwise.

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 ensure that you have a valid and appropriate passport

and if necessary, a valid and appropriate visa or permit and all other required entry documents (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. **MSC is not liable for any loss, damages, costs or expenses which you may suffer or incur if due to incorrect or incomplete Travel Documents, you are denied embarkation at 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**

Your attention is also drawn to the provisions of clause 1.2 and clause 2 of these booking terms and conditions regarding 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 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 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

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:

SUMMER 2017, WINTER 2017/2018			
Experiences	Timing	Names Changes	Cruise date Changes
Bella	Up to 30 working days before the sailing date	R400 per person	R1000 per person
	29 working days and less before departure	No change permitted / considered a cancellation	No change permitted / considered a cancellation
Fantastica / Wellness/ Aurea / Yacht Club	Up to 14 working days before the cruise is schedule to begin	Free	R400 per person
	Up to 10 working days prior to departure	Free	No change permitted
	9 working days or less before the cruise is scheduled to begin.	No change permitted	No change permitted

SUMMER 2018, WINTER 2018/2019			
Experiences	Timing	Names Changes	Cruise date Changes
Bella	Up to 30 working days before the sailing date	R700 per person	R1000 per person
	29 working days and less before departure	No change permitted / considered a cancellation	No change permitted / considered a cancellation
Fantastica / Wellness/ Aurea / Yacht Club	Up to 30 working days prior to departure	R700 per person	R700 per person
	29 working days and less before departure	No change permitted	R700 per person
	Up to 15 working days before the cruise is schedule to begin	No change permitted	R700 per person
	14 working days and less before the cruise is schedule to begin	No change permitted	No change permitted

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. (please refer to table above)

22.5 Requests for name changes will be free only once for Fantastica, Aurea and Yacht Club(Please refer to the above table/season).

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)

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:

Cruise Nbr. of Nights	Date of cancellation	Cancellation charge
Cruises under 15 nights	60 Days or more prior to departure	R650 handling fee per person
	59 - 30 days before departure	25% of the cruise fare
	29 – 22 days before departure	40% of the cruise fare
	21-15 days before departure	60% of the cruise fare
	14 days – 6 day before departure	80% of the cruise fare
	5 day – 0 days before departure	100% of the cruise fare
Cruises longer than 15 nights	90 Days or more prior to departure	R650 handling fee per person
	89 - 60 days before departure	25% of the cruise fare
	59 – 52 days before departure	40% of the cruise fare
	51 – 35 days before departure	60% of the cruise fare
	34 – 15 days before departure	80% of the cruise fare
	14 days till 0 days before departure	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.

24 CANCELLING YOUR CRUISE BOOKING (APPLICABLE TO WORLD CRUISE)

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:

Date of Cancellation	Cancellation Charge
90 days or longer	15% deposit non refundable
89-60 days before to departure	25% of the cruise fare
59 – 15 days before departure	50% of the cruise fare
14 – 10 days before departure	75 % of the cruise fare
9 – 0 days before departure	100 % of the cruise fare