

BOOKING TERMS AND CONDITIONS FOR ANY INTENDED CRUISE AND CONTRACT OF CARRIAGE TO BE CONCLUDED WITH MSC CRUISES S.A (“STCs”)

1. INTRODUCTION

1.1 MSC Cruises S. A. incorporated in Geneva, Switzerland External Profit Company with registration number 2012/165726/10 (“**MSC**” or “**MSC Cruises S.A.**” or “the Company”) of Eugene Pittard, 40, CH-1206 Geneva, Switzerland, having its South African registered address as at 150 Rivonia Office Park, Building 3, Rivonia Road, Sandown, Gauteng, operates ocean cruises (“**Cruise/s**”) departing and/or returning to ports within the Republic of South Africa;

1.2 MSC sells tickets (“**Cruise Ticket/s**”) for its Cruises and it does so in South Africa through its offices and sales staff in South Africa, Switzerland or elsewhere. MSC also sells other services (“**Additional Services**”) which may be purchased in addition to a Cruise Ticket. Additional Services include excursions, flights and hotel accommodation, which are provided by third parties (“**Service Providers**”) subject to their own terms and conditions. Notwithstanding that MSC may offer and sell “**Packages**” incorporating Cruises, air and other travel, accommodation and excursions (such as the “**Fly/Cruise**” or similar all-inclusive packages), MSC remains the contracting party in terms of these Booking Terms and Conditions (“**STCs**”) and the Terms and Conditions of Carriage and Passage of Passengers (“**the Contract of Carriage**”), only in respect of the Cruise carriage portion or leg of such package. Therefore, in respect of the other portions or legs of the Package, other Service Providers and carriers undertake such services and are provided by Service Providers as independent contractors on their own terms and conditions. MSC solely contracts with such Service Providers 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 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/Group Organiser (as defined in the Group Contract) are made and/or sold to you on these terms and conditions together with the Contract of Carriage and any other terms and conditions, which you agree to with MSC, in writing, which are incorporated herein by reference. Your attention is specifically drawn to the clauses (or part thereof) typed in bold print and/or underlined.**

1.5 **The Contract of Carriage and STCs may refer to and incorporate 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.**

1.6 **MSC directs you to the “Frequently Asked Questions (“FAQ’s”), which contain important information regarding the Cruise and form part of the “Passage Contract”. The Passage Contract is the contract which the Passenger enters into with MSC, the terms of which are contained in these STCs, the Contract of Carriage, the FAQs and the Booking Confirmation, and any other rules, policies, instructions or mandates issued by MSC**

from time to time. Despite the FAQs forming part of the Passage Contract they do not create any obligations, duties, or warranties on the part of MSC. While MSC endeavours to provide accurate and up to date information in the FAQs, the information contained therein is constantly changing and is not a substitute for the terms and conditions contained in the STCs, the Contract of Carriage and for any rules/regulations/directives of any authority or law. MSC will not accept liability for any damage or loss if you rely solely on the information contained in the FAQs. In the event that there is a conflict between the FAQs and these STCs, these STCs will apply.

1.7 **By booking with MSC or by signing or electronically accepting the Passage Contract, you will be deemed to have read, understood and agree to be bound by the Passage Contract. MSC relies on the authority of the person making the booking to act on behalf of any other passenger forming part of the booking, who hereby confirms that he/she is authorised to do so, and that he/she binds all such passengers to the Passage Contract. The person making the booking will serve as the sole point of contact with MSC.**

1.8 If you book a Cruise, purchase a Cruise Ticket and/or any Additional Services, through a Travel Agent or a Group Organiser, you agree that the person or company acting as either, is not an agent of MSC. Accordingly, money handled by the Travel Agent or Group Organiser 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 and/or after such point that amounts have been refunded, returned or reimbursed by MSC to the Travel Agent or Group Organiser. MSC shall not be responsible for any representations, insolvency or other conduct of a Travel Agent or Group Organiser, including but not limited to such Travel Agent’s or Group Organiser’s failure to remit any payment to the MSC, or to refund, reimburse or return of amounts to you. You agree that receipt of any refunded, reimbursed or returned amounts, or notices by the Travel Agent or Group Organiser, including the Passage Contract, shall constitute receipt by you.** In the event of the Travel Agent or Group Organiser signing the Passenger Registration Form on your behalf, you confirm and warrant the authority of the Travel Agent or Group Organiser to do so and you agree to be bound by all the Terms and Conditions thereof. In addition, the Travel Agent or Group Organiser in so signing the Passenger Registration Form warrants his/ its/ her authority to do so on behalf of the Passenger and that the STCs and Passage Contract were drawn to the attention of that Passenger.

1.9 This document contains certain terms and conditions on which MSC sells Cruises and Additional Services to Passengers, who may be consumers for the purposes of the **Consumer Protection Act No. 68 of 2008 (“CPA”)**. A customer of MSC who is not a consumer for purposes of the CPA will not be entitled to the benefits that are marked as being CPA applicable or to those benefits applicable in law. **Your attention is drawn to these STCs because they are important as they govern the relationship between MSC and the Passenger and thus, should be carefully noted.** By purchasing Cruise Tickets or Additional Services through MSC, you acknowledge that the STCs may contain terms and conditions in a similar text style to this clause which:

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- 1.9.1 may limit the risk or liability of MSC or a third party; and/or
- 1.9.2 may create risk or liability for the Passenger; and/or
- 1.9.3 may compel the Passenger to indemnify MSC or a third party; and/or
- 1.9.4 serves as acknowledgement, by the Passenger, of a fact.

1.10 **Nothing in these STCs is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either MSC or the Passenger in terms of the CPA** (in the event that the CPA is applicable).

1.11 The Company processes, including, collects, uses and discloses personal information in order to perform its business functions and activities, including the making and managing of Cruise bookings on your behalf. In processing your personal information, the Company does so in terms of its Privacy Policy, which is available on the Company's Official Website at www.msccruises.co.za/privacy. By engaging with the Company, you accept and consent to the terms of the Privacy Policy.

1.12 **DEFINITIONS**

Words or phrases have been defined throughout these terms and conditions and have been underlined and made bold for your ease of reference. Any words or phrases contained herein shall bear similar meanings to those definitions contained in the Contract of Carriage. Notwithstanding this, in these conditions and if applicable in the contract of carriage, the following words or phrases shall bear the following meanings ascribed to them –

1.12.1 **"Company"** means MSC Cruises SA incorporated in Geneva, Switzerland (External Profit Company), with Registration Number: 2012/165723/10 (ordinarily including all its directors, shareholders, officers, employees, associated or affiliated companies, branches, officers, independent contractors, affiliates, employees, representatives, successors, agents, ship owners, Master, crew members and assigns) and is the Party with whom the you enter into the Passage Contract, and may be referred to as "MSC" interchangeably herein.

1.12.2 **"Cruise"** means the cruise as described in the relevant Company brochure, the Official MSC Website or other documentation produced for or on behalf of the Company, and for local Cruise(s), this will include visits ashore the Portuguese Island and/or Pomene Island, or as otherwise determined by the Company dependant on the selected itinerary.

1.12.3 **"Combined 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 Combined 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 Combined Tour unless otherwise stated. References to price are references to the total price paid for the Combined Tour.

1.12.4 **"Force Majeure"** means events or factors beyond MSC's control or factors not reasonably foreseeable or not reasonably preventable (including but not limited to, weather and sea conditions; mechanical problems; the duty to assist ships in distress; instructions of Port authorities; the availability of Port facilities; acts of God (including, without limitation, flood, earthquake, storm, hurricane or other natural disasters); invasion; act of foreign enemies; hostilities (regardless of whether war is declared); war; riot; civil commotion; rebellion; revolution; insurrection; military or usurped power or confiscation; terrorist activities; malicious damage to property; strikes or any industrial action; natural and nuclear disasters; epidemics; pandemics; health risks; nationalisation; government sanction; blockage; embargo; labour dispute; strike; lockout or interruption or failure of supply and/or any unforeseen technical problems; government action; compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures; accident; fire; flood)

1.12.5 **"Official Website"** means the set of related web pages, documents and hypertext links served from the web domain www.msccruises.co.za.

1.12.6 **"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.

1.12.7 **"Passenger"** means you, the person or persons purchasing Cruises aboard MSC and named on the relevant Cruise ticket (including Minors), the purchaser of the Passage Contract and any travel agent, Group Organiser or any other person/company that has booked the Cruise and/or who is authorised to receive the Cruise Ticket and to contract on behalf of the Passenger.

1.12.8 **"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 on-board its vessels.

1.12.9 **"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.

1.12.10 **"Summer Cruise Season"** shall mean International cruises scheduled by MSC for departure during the Northern Hemisphere summer months, so that "MSC Summer Cruise Season 2018" shall mean cruises scheduled to be undertaken during the European Summer of 2018.

1.12.11 **"World Cruise"** means the tour of the world prearranged by the Company and offered for sale as a single package. For any relevant purposes, the World Cruise 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 World Cruise unless otherwise stated. References to price are references to the total price paid for the World Cruise.

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 Passengers are not allowed to sell and/or purchase any **type of commercial services** from other passengers or travel operators on board the ship– including but not limited, to shore excursions – which are not officially offered by the Company or its agreed independent contractors.

2.4 **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.

2.5 **The Additional Services are provided by the Service Providers on the Service Provider's own 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, 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.**

2.6 Although MSC might not be able to state the identity of the service provider, all Additional Services will to the best of MSC's knowledge and belief, be provided by reputable Service Providers. MSC does not have control over the way in which the Service Providers perform the Additional Services. **MSC is not liable for any loss, damage, costs, injury, illness, harm, or death which you may suffer from or incur as a result of any Additional Services which any Service Providers provide to you, including but not limited to, if the Additional Services are delayed or not provided by the Service Provider, or if the Additional Services are not provided to your satisfaction, or as a result of any act or omission on the part of or failure of the Service Provider to fulfil its obligations to you. This means that you will have to claim directly against the Service Provider for any such loss or damage which you suffer.**

2.7 MSC may be required to pay the Service Providers in advance for the Additional Services which you have booked.

2.8 **If your Cruise Booking is cancelled 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 your Cruise booking is changed 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 the requested change.**

2.10 Under no circumstances will the Company be liable for any loss, costs or damages which you may suffer or incur in relation to the Additional Services caused by a cancellation or change to your Cruise, except as otherwise required by law.

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 (seventy-two) hours ("Purchase Period") after the Booking Confirmation has been sent to you.**

3.4 **If the Cruise is booked within 75 (seventy-five) days of the Departure Date, then there is no extended Purchase Period and the acceptance, in terms of clause 3.7, must be sent immediately by return, together with immediate payment of the full Package Price either 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 Cruise Fare is required in order to secure the special promotional rate, which will be indicated to you at the time of booking, if applicable**

3.5 If the Cruise is booked more than 75 (seventy-five) days in advance of the Departure Date, a Deposit of R3,000.00 (Three Thousand Rand) per cabin (or R6,000.00 per cabin on Peak Season Christmas

& New Year cruises), or any amount required as deposit by MSC from time to time, and must be paid within the Purchase Period to secure the booking as per the Booking Confirmation. Full payment of the Package Price (including Cruise Ticket and Additional Services) must be paid before 75 (seventy-five) days of Departure Date

in cash, credit card 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. A deposit of 15% of the Package Price is applicable to World Cruises and payment thereof will be required within the Purchase Period to secure the World Cruise booking as per the Booking Confirmation. Any passenger travelling

3.6 **If you do not pay the full amount 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 will be placed back into the Cruise Inventory for onward sale.** In these circumstances, if you wish to book a Cruise and any Additional Services, you will be required to request a new Booking Confirmation from MSC. The following is applicable in circumstances contemplated in this clause 3.6: -

3.6.1 **MSC cannot guarantee that the same cruise departure date / cabin category or cabin number and/or Additional Services will be available at the same Cruise Fare and/ or price.**

3.6.2 **In the event that the booking enquiry is done electronically via the MSC Website, even if you have remitted the full amount at the stage of making a request for a booking or prior to or following the transmission and receipt of a Booking Confirmation from MSC, the booking is not yet final until MSC has manually verified the details related to the booking enquiry (including, the availability of the cabins requested, any specials applicable to the Cruise, the pricing and the itinerary).** In the event of all such details being verified, correct and available (within 72 (seventy-two) hours of the enquiry), you will receive a final confirmation of your booking ("**Final Booking Confirmation**").

LATE BOOKINGS

3.7 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:

3.7.1 complete and submit to MSC the Passenger Registration Form ("**Passenger Registration Form**") available online at www.msccruises.co.za; and

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

3.8 **If the clause 3.7 above is not complied with, 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 and/or price.**

ELECTRONIC WEBSITE BOOKINGS & COMMUNICATIONS

3.9 When requesting a cruise booking through MSC's website, the prices, itineraries, cruise destinations, dates of departure and any other offerings listed thereon, serve as an advertisement by or on behalf of MSC for its cruises and other services, and an invitation to potential customers/passengers to make an offer to MSC to purchase the services specified in the advertisement, **subject to availability and price.**

3.10 **It must be noted that the fact that certain cruises and other services are advertised at "from" certain prices, in respect of specified destinations, itineraries, special fare structures, tickets for a limited number of berths or passengers, or for stipulated periods during the South African or other cruise season,**

does not guarantee nor does MSC warrant that the advertised cruises, services or specials will be available at the advertised prices, or at all, by the time a potential customer/ passenger responds to the advertisement or purports to “book” the advertised cruise, service or itinerary.

3.11 **There is no commitment or guarantee given or booking in place when a Booking Confirmation is generated by MSC’s system**, whether or not the potential customer/ passenger effects payment of any amount or price quoted or indicated therein. **The booking shall only be regarded as firm and binding once a Final Booking Confirmation is sent to the Passenger** after verification by MSC of the details of the booking and payment has been received by MSC, which is to be sent to the passenger by electronic means, **within 72 (seventy-two) hours of the Booking enquiry.**

3.12 The booking site and enquiry facility is electronic and despite the best endeavours of MSC, errors may occur including for pricing and advertised cruise itineraries. Should this occur **MSC will endeavour to alert users of the errors as soon as reasonably possible. MSC will not be held liable for any 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 MSC’s system** until such time as the details have been verified by our offices, payment is received by MSC, and a Final Booking Confirmation is sent (within 72 (seventy-two) hours of the enquiry.

4. **COOLING OFF PERIOD**

4.1 Subject to the CPA, if as a result of direct marketing (as defined in the CPA), the Passenger purchases a Cruise Ticket, the Passenger is entitled to cancel the Cruise booking (without reason or penalty) within 5 (five) business days, after the date on which the Deposit was paid, by giving MSC a written notice of cancellation. MSC shall within 15 (fifteen) business days after receiving the notice of cancellation, refund to the Passenger the Deposit and any other amount which was paid to MSC for your Cruise Ticket.

4.2 Nothing in this clause 4 shall be construed as limiting the Passengers' rights in terms of the Electronic Communications and Transactions Act No. 25 of 2002 (“ECTA”), whereby a Passenger may be entitled to cancel a Cruise booking (without reason or penalty), within 7 (seven) days after the date on which the Deposit was paid, if the Cruise booking was concluded electronically, subject to the provisions of the ECTA.

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

5.1 **With the exception of late bookings referred to in clause 3.7, you must complete and submit the Passenger Registration Form within seven (7) days of receipt of the Booking Confirmation.**

5.2 You warrant that all the information which you provide to MSC in your Passenger Registration Form is true and correct at the time when you submit same 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.** Herein we advise that marketing material will be provided to you on a consent basis and you can provide your consent on an “opt in” and revoke your consent on an “opt-out” basis.

5.4 The personal information shared on the Passenger Registration Form, which is completed online is governed by our Online Privacy Policy which you are able to read and agree to before submitting the form. MSC endeavours to maintain confidentiality in respect of the personal information provided to MSC or its agents, unless required to disclose same by law., and to comply with all privacy related legislation.

5.5 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 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 the Passage Contract (including these STCs) on their behalf and that the Passage Contract were drawn to the attention of that Passenger.

6.2 You confirm that you have obtained the consent of the Passengers whom you are booking on behalf of, to process and provide MSC with their personal information.

6.3 MSC will communicate only with the person making the booking, i.e. the sole point of contact.

7. **THE DEPOSIT AND REFUNDS**

7.1 MSC is 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 in order to accommodate your request and as a reasonable compensatory charge and genuine pre-estimate of its damages and losses in the event of the cancellation of the Cruise Booking.

7.2 By purchasing a Cruise Ticket through MSC, the Passenger acknowledges and agrees that in the event of a cancellation, MSC may retain the full Deposit, or may recover the full or a proportion of the Cruise Fare payable, in order to reimburse MSC for its loss of income/revenue, for damages and out of pocket expenses arising from or pursuant to the cancellation.

7.3 Subject to the cooling off period in clause 4, any refunds referred to in these STC's shall exclude such retained portion or the full Deposit

7.4 MSC is entitled to stipulate that an additional supplementary levy be charged for the **cancellation** or non-arrival for embarkation (“no show”) of a co-Passenger and that such supplementary levy be **paid by the remaining single Passenger in advance of the Departure Date in accordance with the payment deadlines prescribed by the Company**, or paid in cash or by credit card prior to the embarkation of such passenger. The supplementary levy is to be levied on any Passenger occupying the cabin for single use as a result of the cancellation or no- show of a co-Passenger (who was booked and confirmed to travel with them in the same cabin). **Alternatively, should the remaining single Passenger opt to cancel the Booking, the latter will pay the cancellation charges in accordance with clause 15 and 23 in addition to the insurance premium.**

7.5 The amount of such levy shall be within the sole discretion of MSC (and its representatives) at the port of embarkation but shall (without guarantee) be calculated with reference to the proven revenue otherwise earned historically during similar cruises. The amount of such levy shall be 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 double the shared Cruise Fare, or the equivalent of a fare for single cabin occupancy).

7.6 Such supplementary levy shall also be payable in advance (prior to the date of embarkation) by the remaining Passenger(s) in the event that a co-passenger booked to share cabin occupancy cancels their portion of the Booking prior to the date of embarkation.

7.7 **Refunds shall be made as specified herein or in terms of the Company’s Refund Policy, which remains subject to change from time to time at the sole discretion of the Company and without notice to you. It is your responsibility to periodically check for updates or changes to the Company’s Refund Policy. Those terms and conditions contained in the Company’s Refund Policy at the time of a refund request will apply to the refund.**

7.8 **All refunds, reimbursement or return of funds will be made in the same manner in which the payment was made.**

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, at passenger’s request;**
- 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 many staff and crew who work behind the scenes to ensure you enjoy every moment on-board. These charges are levied for staff gratuities for the services provided by the staff/crew on-board
- 8.1.4 **Port and baggage charges (“Port Charges”);** and These are levied by the Government for the use of port facilities (which exclude car parking on port property which is an additional expense) and the handling of your luggage;
- 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 Price 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 (referred to in clause 10) and shall be payable not later than prior to departure and/or 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”),** by making payment in a method that is acceptable to MSC. Please enquire with MSC if you would like to know about all of the payment options currently available.
- 8.4 **Credit card payments made to MSC may be processed through MSC’s foreign bank account. You may be liable for the 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 via EFT or direct deposit.**
- 8.5 **If you fail to pay the balance of the Package Price to MSC by the Payment Date, MSC reserves the right to cancel your booking and retain a portion of the Deposit proportionate to the administrative costs incurred by MSC.**
- 8.6 MSC may from time to time may offer special once-off promotional fares, packages, or add-on discounted benefits for the purposes of selling unsold berths, usually closer towards the Departure Date of a particular Cruise, or otherwise. No Cruise Booking already made, whether the Deposit has already been paid or not, may be transferred or exchanged for a Cruise Booking relying on such promotional fares or packages.
- 8.7 The Company may allocate or appropriate any payment that is made at its sole discretion and as it deems fit.

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

- 9.1 **When you buy beverages on board the Cruise, an amount of 15% (fifteen percent) of the cost per purchase will be added to your bill as a gratuity for the staff.**
- 9.2 Beverage Vouchers are available for purchasing beverages on-board. **If you elect to purchase Beverage Vouchers, you acknowledge and agree that they have an expiry date of**

3 (three) years after the date of purchase and may not at any time be redeemed for cash. Beverage Vouchers are non-transferable, non-refundable, 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 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 any on-board purchases. The ship is a cashless environment and when making on-board purchases, you will do so using your “Cruise Card”. (The on-board 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 on-board 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 (two) 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 on-board. 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 working 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 or cheque card 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 on-board 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 on-board spending, the balance is to be requested to be refunded on-board 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 on-board, 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.

10.11 In the unlikely event that you have a complaint regarding an on-board purchase, you are required to immediately report it on-board. This is to ensure that MSC is given the opportunity to address and to attempt to resolve any issue raised. Failure to report the complaint while you are on-board may mean that the issue cannot be properly investigated or rectified, and this may affect your rights.

10.12 When purchasing any items onboard you will need to refer to the onboard purchase policy of the specific item you are purchasing. **MSC is not liable for any loss, damage, costs, injury, illness, harm, or death which you may suffer from or incur as a result of any act or omission on the part of or failure of MSC, during/after the purchase of your onboard items/merchandise. MSC is not liable for, and makes no representations regarding to items purchased on board, including as to the conditions or suitability thereof. You are thus liable to ensure that all items purchased onboard are, among other things, in good condition, in working order and of the desired quality or otherwise, at the point and time of purchase or at the very least, before leaving the Cruise Ship.**

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 (twenty) 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% (ten percent) 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 (three) 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 cancellation fee, including any other reasonable damages suffered by MSC as a result of the cancellation.**

12. **INSURANCE**

12.1 The Insurance Policy wording and the schedule is the legal contract between MSC Cruises S. A. and The Hollard Insurance Company, an authorized financial services provider (17698). The benefits of the policy are extended to you (the insured Passenger under the age of 86 years). The Insurance Policy will be attached to the Booking Confirmation, alternatively, it is located at MSC's website at www.msccruises.co.za.

12.2 **You confirm that you have read and understand the policy wording and refer specifically to the terms, conditions, limitations and exclusions of cover. Please call 0861HLLRDT (0861455738) should you need to discuss the cover provided.**

12.3 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 that you at your own cost obtain alternative and suitable insurance cover.

12.4 **INSURANCE BENEFITS**

12.4.1 **In the event of conflict between the content of this Schedule of Benefits and the Insurance Policy, the interpretation of the Insurance Policy will take precedence.**

12.4.2 **The Insurance is 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.

12.5 Travel insurance referred to in clause 8.1.5 and 12.1 is not applicable to the World Cruise but it is directed that you obtain your own travel insurance. Insurance remains mandatory for all cruises.

13. **YOUR REQUESTED BOOKING CHANGES APPLICABLE TO LOCAL SOUTH AFRICAN COASTAL CRUISES ONLY**

13.1 Your attention is drawn to clause 15.5 regarding the non-transferability of bookings and Contracts of Carriage. Nevertheless, in exceptional circumstances, if for reasons beyond your control and in instances where a change is not necessitated due to any fault on your part, a change in Cruises is absolutely necessary, MSC may, but shall not be obliged, to agree to such changes on such terms as MSC within its sole discretion may stipulate, including the payment of reasonable penalties and payment of the difference in Cruise Fares.

13.2 If after the Booking Date, you wish to change the Cruise dates for which you have booked and/or the name in which the Cruise Booking has been made and/or the name in which the Ticket has been issued, you must request in writing, within a reasonable time, for MSC to consider such change providing the reason therefore and substantiating documentation (if applicable).

13.3 The changes contemplated in clause 13.1 and 13.2 above does not include changing the dates of a Cruise from one South African Cruise Season to another. Only in exceptional, circumstances and at the sole discretion of MSC will a change of cruise between one South African cruise season and another South African cruise season be permitted.

13.4 **Should MSC agree to such changes, you will be liable to pay to MSC any difference (if applicable) in the Cruise Fares as well as any administrative and other fees applicable.**

13.5 **Should such change be agreed then MSC may charge you the following administrative fees for changing your Cruise Booking, including but not necessarily limited to:**

LOCAL SOUTH AFRICAN CRUISE SEASON 2021/2022 (all bookings without experiences)

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
3-0 Days or less before the date when the cruise is scheduled to begin	R1 200 per person	No changes permitted

**LOCAL SOUTH AFRICAN CRUISE SEASON 2021/2022
(all bookings with experiences)**

Experiences	Timing	Name Changes	Cruise date Changes
Bella	Up to 75 days before the sailing date	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 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
	3-0 Days or less before the date when the cruise is scheduled to begin	R1 200 per person	No changes permitted
Fantastica/ Aurea	Up to 75 days before the sailing date	R600 per person	1 free of charge
	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 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
	3-0 Days or less before the date when the cruise is scheduled to begin	R1 200 per person	No changes permitted

**** For the most up to date terms, refer to our website www.msccruises.co.za**

- 13.6 Any changes you request on a Combined 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 Combined Tour.
- 13.7 Only one request for change is permitted per Cruise Booking. Any request for additional changes after the initial change request has been made and granted, cannot be considered. This will constitute a cancellation and the relevant penalties provided for in clause 15 will be applied.
- 13.8 Your attention is specifically drawn to the provisions of clauses 13.3 and 16.5 to which provisions any transfer of any Cruise Booking whatsoever is or are strictly 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, the availability of Port facilities or any Force Majeure events, as defined in these STCs. **As a result, it may be necessary for MSC to change the date or time of your Cruise for operational, commercial or safety reasons and MSC reserves the right to do so without incurring liability in respect of same.**

- 14.2 MSC will notify you (or if you have booked the Cruise Ticket through a Travel Agent or Group Organiser that Travel Agent or Group Organiser) 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 changes of the Cruise 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 (three) 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 changes in the 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 LOCAL SOUTH AFRICAN COASTAL CRUISES ONLY)

- 15.1 You must notify MSC in writing of your cancellation of your Cruise Booking
- 15.2 **In the event of cancellation MSC may charge a fair and reasonable cancellation fee (which shall become immediately payable) in order to recover the genuine pre-estimate of the damages and loss to be suffered by MSC as a result of the cancellation. The cancellation fee applicable is calculated on the following industry standard scale: -**

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

- 15.3 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 (as per clause 15.1).
- 15.4 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.

- 15.5 Subject to the provisions of clause 13, Cruise Bookings and Contracts of Carriage are non-transferable. Accordingly, name changes and Cruise date changes are considered cancellations and are subject to the above cancellation fees, unless permitted by MSC in its sole discretion and with good cause shown, as provided for in clause 13.
- 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 you board the Cruise Ship later than the check in time indicated in your Final Booking Confirmation or the embarkation time indicated on your Cruise Ticket.**
- 15.7 You may request the cancellation of a Combined 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 Combined 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,**
- but MSC shall not be liable for additional compensation or loss, damage or costs which you may suffer if (i) the cancellation is due to an event of Force Majeure and/or any unusual or unforeseeable circumstances beyond MSC's control; or (ii) the number of passengers per booking or Packages is smaller than 50% (Fifty Percent) of the passenger capacity of the Cruise Ship**
- 16.3 **Subject to the provisions of clause 16.2, MSC shall not be liable for any loss, costs or damages which you may suffer as a result of an event or factor of Force Majeure or for acts or omissions of any persons for whom MSC is not responsible, 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 scheduled time or date, or at all, constitute a cancellation of your Cruise.**
- 16.5 Notwithstanding the foregoing and the provisions of clauses 13 and 15, should MSC, at their sole discretion agree to transfer
- a Cruise Booking between one South African Cruise Season to 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 (as provided in clause 13.5 above).
- 16.6 **If you are transferred to another Cruise, as contemplated in clause 16.2.2, MSC will under no circumstances be obliged to offer the Cruise at the same Cruise Fare charged on the cancelled Cruise, whether that Cruise Fare was a special discounted fare, a full fare, 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 Booking 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, including any Force Majeure events as defined in these STCs. MSC cannot accept liability or pay compensation where performance (prompt or otherwise) of this agreement is prevented or affected by factors beyond MSC's control.**
- 17.5 **For these reasons set out in clause 17.4, the date and/or time at which the Cruise Ship is scheduled to sail and land are approximate only and may be delayed and subject to change.**
- 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 may, in its sole discretion and at its own cost (or at a cost to be arranged between you and MSC) 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;
- 17.9.4 the Cruise Ship is substituted by another ship or mode of transport; and/or
- 17.9.5 the time or date, on which the Cruise Ship is scheduled to land at the final port of destination, is delayed.

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 the necessary and valid Travel Documents. It is your responsibility to:**
 - 18.2.1 To check with the Department of Home Affairs for the most up to date information regarding the validity of your passport (including, the required number of blank pages in your passport) and the requirements for travel outside of Southern Africa (including, immunizations and inoculations), and to comply therewith;
 - 18.2.2 To check the visa requirements with the consulate or embassy of each country the Cruise Ship is scheduled to stop, including stop overs and ports, and to comply therewith.
- 18.3 You must present the necessary Travel Documents for inspection as required on entering and exiting any Port.
- 18.4 **MSC is not liable for any loss, damages, costs or expenses which you may suffer or incur due to incorrect or incomplete Travel Documents, or for any other reason, you are denied embarkation at any Port by the relevant authorities.** 18.5 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 and/or if you have not complied with any other requirements for travel.
- 18.6 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, MSC will send the Cruise Tickets to you at least 14 (fourteen) days before the Departure Date. The Cruise Tickets contain all necessary tickets for your Cruise and any Additional Services which you have booked, which will set 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 the conditions attached to and form part of the Cruise Ticket. The Contract of Carriage can also be found at www.msccruises.co.za.**

- 20.2 **Your attention is also drawn to the provisions of clause 1.2 and clause 2 of these STCs regarding the applicability, in addition to the terms of the Contract of Carriage, of any relevant carriage by means of other forms of transport such as Air, Train, Road or River provided by 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 that specific carrier's liability**

- 20.3 **You must carefully read all of the term and conditions of the Contract of Carriage as you will be bound by them once you have booked for the Cruise, paid and the Ticket is issued. What is 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:**

- 20.3.1 **Clause 9 – Luggage on Board a Cruise;**
- 20.3.2 **Clauses 12 to 14 – Medical issues and Fitness to Travel**
- 20.3.3 **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, if applicable, you need to take careful note of its content and the limitations of liability.**
- 20.3.4 **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 Cruise Booking or Contract of Carriage has been concluded elsewhere other than South Africa (particularly in Europe), or where a Port to or from which the Cruise will travel has local laws that make the Convention, including its limitation provisions, applicable.**

- 20.3.5 **Clauses 24 & 25 These clauses deal with Claims and Notice as well as time limits for filling suit.**

- 20.4 **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 herein, "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. The provisions applicable to any requested booking changes and cancellation of International Cruises are set out in the clauses 22 and 23 below. The conditions for cancellation of a World Cruise are set out in clause 24 below.**

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 the requested Cruise Booking as well as any applicable administrative fees.**

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

WINTER 2021/2022			
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 / Aurea / Yacht Club	Up to 30 working days prior to departure	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

SUMMER 2022, WINTER 2023			
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 / Aurea / Yacht Club	Up to 30 working days prior to departure	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

**** For the most up to date terms, refer to our website www.msccruises.co.za**

22.4 If Passengers wish to change the Cruise for a substituted alternative Cruise, this can only be done with a requested change to another International/World Cruise of a similar length and Cruise Fare value and the requested substituted cruise must depart no later than 6 (six) months from the date the cruise is scheduled to depart and agreed to.

22.5 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% (twenty five percent)) will be offered as on-board benefits (such as: credit, upgrades, 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).

22.6 In the event of the name of the Passenger being changed and therefore, the benefits of the Cruise and any deposit paid being transferred to a third party to whom the contract is assigned, the Passenger and the third party contract assignee shall be jointly and severally liable to MSC for payment of the price of the Cruise Fare and/or Package and any additional cost that may arise as a consequence of the name change (including the costs set out in clause 22.3). The third party shall be bound by these STCs 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 a Cruise Booking must be requested in writing (sent by registered letter, email or fax) to MSC or via the Passenger's Sales Agent or Group Organiser. All original tickets issued and the booking confirmation must be returned together with the notice of cancellation. MSC will levy fair and reasonable cancellation charges in accordance with the following scale:

Cruise No. of Nights	Date of cancellation	Cancellation charge
Cruises under 15 nights	60 Days or more prior to departure	Loss of deposit per cabin
	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 - 6 days before departure	80% of the cruise fare
	5 - 0 days before departure	100% of the cruise fare

Cruises longer than 15 nights	90 Days or more prior to departure	Loss of deposit per cabin
	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

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CANCELLATION OF THE YACHT CLUB

Yacht Club (All Cruise Lengths)	
Date of cancellation	Cancellation Charge
120 Days or longer before departure	R1800 per person
119 – 90 days before departure	25 % of the cruise fare
89 – 60 days before departure	40 % of the cruise fare
59 – 30 days before departure	60 % of the cruise fare
29 – 15 days before departure	80 % of the cruise fare
14 – 0 days before departure	100 % of the cruise fare

**** For the most up to date terms, refer to our website www.msccruises.co.za**

23.2 Without any guarantee, warranty or representation being made by MSC, it may be possible for you to claim any cancellation charges from your travel insurance provider, subject to any applicable deductibles, exclusions and limitations. 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:

WORLD CRUISE 2022

Date of Cancellation	Cancellation Charge
60 days or longer	15 % of total package*
59 - 10 days before	75 % of total package
9 – 0 days before departure	100 % of total package

***Or loss of deposit whichever is greater**

**** For the most up to date terms, refer to our website www.msccruises.co.za**

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Date of Cancellation	Cancellation Charge
60 days or longer	15 % of total package*
59 - 10 days before	75 % of total package
9 – 0 days before departure	100 % of total package

***Or loss of deposit whichever is greater**

**** For the most up to date terms, refer to our website www.msccruises.co.za**

25. GENERAL

25.1 **The STCs, the Contract of Carriage and the terms and conditions contained in the Booking Confirmation and on the Cruise Ticket represent the entire agreement between MSC and its Passengers, and shall govern the relationship between the parties. Should there be any conflict between any of the aforementioned, the STCs and Contract of Carriage will take precedence.**

25.2 **The headings contained in these STCs are included for convenience and are not to be taken into account for the purpose of interpreting this Agreement.**

25.3 **Each of the terms herein shall be a separate** and 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:

divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms, nor the STCs as a whole.

25.4 **MSC may, in its sole discretion, amend the Passage Contract from time to time, at which time, the new terms and conditions will immediately come into effect in respect of the relationship between MSC and its Passengers. Please refer to our website www.msccruises.co.za for the most up to date terms and conditions. It is your responsibility to periodically check for updates or changes to the Passage Contract.**

25.5 **In these STCs, “including” means “including but not limited to”.**

25.6 **Any expression denoting one gender, shall include the other genders.**

25.7 **The singular shall include the plural and vice versa**