

Booking your voyage couldn't be easier.

Once you've selected your Cunard voyage, simply contact your local travel agent, Visit cunard.com or

Call our Customer Sales and Service team on 13 24 41 (Australia) or 0800 543 431 (New Zealand) Please visit cunard.com for details of our business hours, as these do vary from time to time.

When you're ready to book, please make sure you have the following information on hand:

#### Checklist

- ✓ Voyage details or the date you wish to travel
- ✓ Preferred stateroom
- ✓ Each guest's full name (as per passport)
- ✓ Each guest's date of birth
- ✓ Address and contact details
- ✓ Air, hotel and transfer details or requirements
- ✓ Dining preferences
- ✓ Medical, dietary and mobility requirements
- ✓ Details of any celebrations

Please ensure you read our Booking & Passage Conditions available in this brochure. When you first make a payment towards your voyage, you accept our Booking & Passage Conditions on behalf of all passengers in the booking(s).

# How to pay for your Voyage

## Debit or Credit Card

The quickest and most convenient way to pay for your voyage is by debit card (MasterCard or Visa) or Credit Card (MasterCard, Visa or American Express). Simply call our Customer Sales and Service team to make a debit or credit card payment. Best of all there are no service fees for debit card payments.

There is no Payment service fee for Visa Debit, MasterCard Debit or Prepaid Visa & MasterCard products. The payment service fee for Visa Credit & MasterCard Credit is 1.1% and 2.75% for American Express & Diners. Diners is not available in New Zealand Dollars. Service fees are subject to change and will be advised before payment. When paying your deposit by credit or debit card, you can also set up an auto-charge to have your final payment automatically charged to your credit or debit card on the due date, without needing to contact us again. When making a booking for a cruise that departs within 7 days, full payment will be required by credit or debit card.

# My Cunard

My Cunard allows you to view your booking details and update your personal information such as your address, email, phone numbers, emergency contacts, passport and travel insurance details. You can also view your voyage itinerary, visa information, pre/post voyage arrangements, dining options, pre-purchase shore excursions, download a copy of your e-ticket and amend your dining details.

It's fast and simple to use - to access, all you need to do is visit www.cunard.com, click on 'My Cunard' and enter your full name, date of birth and booking number.



# Booking and passage conditions.

# View latest Booking Conditions at: cunard.com/en-au/legal

# 1. Introduction

Cunard/We/Our/Us means Carnival plc trading as Cunard and, where the context permits, includes the Carrier. Carrier means Cunard Line. You means you and all guests in your booking. You are entering into this contract with Carnival plc trading as Cunard, ARBN 107 998 443.

# 2. Your agreement with Us

These and Your Booking Confirmation are the Terms and Conditions under which You book Your cruise holiday and travel on any Cunard product We sell You. Once We have received the first payment towards Your cruise holiday, a legally binding agreement on these Booking and Passage Conditions becomes effective between al guests on Your booking(s) and Us. By making a payment, You represent that You accept and have authority from all guests (or their parent/legal guardian) on Your booking(s) to accept on their behalf, Our Booking and Passage Conditions. Parents/legal guardians accept the Booking and Passage Conditions on behalf of their children. It is important that You and all guests in Your booking read them carefully and understand them. Every guest included in Your booking will have access to the booking (excluding credit card details). Every guest included in Your booking will have access to all booking information (excluding credit card details) and any adult guest named on a booking may amend that booking. Certain laws such as the Competition and Consume Act 2010 (Cth) and any applicable state based Laws'), are in place for Your protection. They are designed to ensure our services are provided with due care and skill and are reasonably fit for a cruise holiday

# These Booking and Passage Conditions do not alter any

# protection given to You by consumer laws.

3. Cruise itineraries are not guaranteed Many factors may affect Our ability to provide any particular itinerary. These include weather. mechanical difficulties, civil unrest or other unforeseen circumstances. We agree to use reasonable endeavours to provide a cruise in accordance with Our published schedules and itineraries. However, We do not guarantee itineraries and they do not form part of Your

## contract with Us.

f We are unable to operate in accordance with Our published itinerary, We may in some circumstances offer You assistance or compensation in accordance

4. Booking and accommodation Each stateroom can accommodate between one ) and four (4) guests, depending on the stateroom configuration. Each stateroom booked will be assigned a unique booking number. A single traveller supplement applies to guests occupying a room alone. This will be outlined to You before You book with Your travel agent. online or through Our Customer Service & Sales team. fYou decide to make Your Cunard booking through a registered travel agent, any amendments or enquiries on the booking will need to be made by Your travel agent. A booking, and payments on a booking, can only be made by a person aged 18 years or over. You acknowledge that You have authority from all guests in the booking to make changes to Your booking. We reserve our discretion to refuse to accept a booking request from any guest or group for any reason, acting reasonably.

# 5. Your fare

Your fare is determined by the fare type, the number of guests in Your stateroom, its location on the ship, the amenities offered, taxes, fees and port expenses (which are all subject to change), any airfares including taxes and fees, any transfers and any hotel accommodation. Child fares, where applicable, only apply when children are the 3rd or 4th passenger in a cabin and are aged under 13 years of age. Children between the ages of six months and two years travelling as a third or fourth guest in a stateroom travel free on board (taxes fees and port expenses will apply). However, if travelling as a first or second guest in a stateroom they pay the applicable adult per person fare. A nominal fee will be charged for children between the ages of one and two travelling where land, hotel and air are involved. Once booked, Your fare may be subject to increased taxes, fees and port expenses. You will be notified of this before it is added to Your fare, or to Your on board account. The cruise fare includes onboard accommodation, main meals at most onboard restaurants (additional fees may apply to some menu items), entertainment and some activities onboard, gym and some fitness classes, as well as taxes, fees and port expenses. Additional charges may apply to some entertainment and activities, and main meals at board specialty restaurants A number of optional extras are also available that are not included in the cruise fare including drink purchases, some onboard activities and entertainment. shore excursions, shopping, wifi internet, laundry services, day spa services, fitness classes and additional dining options. All prices are quoted in

Australian dollars, unless otherwise noted. In the event that a displayed price is incorrect, subject to any requirements under the consumer laws. We may retract the price and /or withdraw the product from sale and refund any payments made at the incorrect price. Sometimes We will release promotional fares. These can be offered and withdrawn at any time. If after booking You decide to change to one of these promotional fares, You may need to cancel Your existing booking and Our Refund Policy outlined in clause 9 will then apply. We may elect to impose a fuel supplement at any time, in which case any additional fees will apply to new bookings only. The total price quoted to You at the time of booking will be inclusive of any applicable fuel supplement.

## 6. Payments

Your booking is not secure until an initial deposit in cleared funds is received by Us. If Your deposit as indicated on Your booking confirmation is not received within three (3) working days from the date that You make the booking, Your booking will be automatically cancelled.

·	All Voyages
Deposit Amount % of total fare	10%
Final Payment Due Number of days prior to departure	90%

Please ensure You check the payment conditions, including the deposit requirements, at the time of booking as some promotional fares may have specific payment conditions that may differ from those listed above. If We have not received Your deposit or final payment by the due date, the booking will be automatically cancelled and Our Refund Policy will apply in accordance with clause 9. If You are making a booking within the 'Final Payment Due' period of Your selected voyage, full payment is required at the time of booking. When booking through a travel agent, they may have different payment conditions. Please check with Your travel agent at the time of booking.

#### 7. Name changes

Once You have made Your booking, please check Your Booking Confirmation, 'My Cunard', or with Your travel agent to ensure the details are correct. Should You need to make changes to Your booking (spelling corrections or to replace a guest), no administration fees will apply. Please note however, that additional fees charged by airlines for any changes will be passed on to the guests. New guests added to bookings, and new bookings made, within 48 hours of departure will be asked for passport information at the time of booking for security clearance. Please note, We are unable to accept new bookings or new guests on existing bookings after 5pm (Sydney time) on the day prior to departure (or the last business day prior to departure).

One original guest from the booking must always remain in the stateroom. If all original guests cancel / are replaced, the booking will be subject to Our Refund Policy at clause 9. If a cancelling guest was the only person who qualified the booking for a promotional fare (eg. past guest fare), additional and remaining guests will no longer be entitled to this promotional fare. The booking will revert to a different fare and the remaining guests will need to pay the difference in cost, if any.

## 8. Stateroom changes

On occasion, We may offer reduced cost upgrades meaning that You may be offered a higher grade stateroom at a discounted rate. The opportunity of an upgrade is never guaranteed and will always be at Our discretion. We may also upgrade You without consultation to a higher grade room at no extra charge The higher grade room could be in any part of the ship (forward, mid ship or aft) and could also be on a lower deck. If You have chosen Your booked stateroom for a particular reason and do not want to be considered for . a stateroom move, please let Your travel agent or Our Customer Sales & Service team know at the time of booking. If You are lucky enough to receive an automatic upgrade please note that it is not possible to return to Your original booked stateroom.

Even if You request not to be upgraded, Your stateroom can still be changed for operational reasons, including when the number of people booked in the stateroom is less than the number of beds in the stateroom, or if You have selected a wheelchair accessible stateroom and do not require one. In addition, when a booking is made and a specific stateroom number is not selected (known as a 'Guarantee'), the stateroom will be allocated at Our discretion in the category booked, or a higher priced category, at a later date

#### 9. Refund Policy

Although We would love to see You on board, We understand that plans can change. Should You need to cancel Your booking, We ask that You notify Your travel agent or Our Customer Sales and Service feam at Your earliest convenience. The quantum of refund depends on the amount of notice You give Us, as follows:

#### Cunard Fare

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that You Cancel	Refund Amount <sup>^</sup>
From the date of booking to 180 days prior to departure	Full refund
179-90 days	Total fare minus deposit amount
89-64 days	75% of the total fare paid
63-43 days	50% of the total fare paid
42-15 days	25% of the total fare paid
Less than 14 days before departure or failure to embark.	No refund
	that You Cancel From the date of booking to 180 days prior to departure 179-90 days 89-64 days 63-43 days 42-15 days Less than 14 days before

#### Early Saver Fare

Days Prior to Cruise Departure that You Cancel	Refund Amount^
From the date of booking to 90 days prior to departure	Total fare minus deposit amount
89-64 days	75% of the total fare paid
63-43 days	50% of the total fare paid
42-15 days	25% of the total fare paid
Less than 14 days before departure or failure to embark.	No refund

#### Late Saver Fare

Days Prior to Cruise Departure that You Cancel	Refund Amount^
From the date of booking until departure, including failure to embark.	No refund

Additional fees charged by airlines will be passed onto

Please note, your travel agent and promotional fares may have different cancellation and refund conditions. Please ensure you check these at time of booking. Further, all payments (whether direct of via your travel agent) made by Visa, MasterCard and American Express [and Diners if applicable] will be refunded back to the card number originally used in accordance with scheme rules. In the event the card is closed, reported stolen or expired, the refund will still be processed back to the same account originally used. Where a prepaid gift card s used we recommend that you retain the card until the goods and services are provided in the event you need to be refunded. If the prepaid gift card is lost or expired we will not be liable for any loss incurred by the card holder

# 10. Shipboard Environment

There are some inherent features of travel by cruise ship which you should be prepared for. Some noises and vibrations are associated with the normal operation of the ship. Maintenance may occur in certain areas of the ship while you are onboard which may affect access to these areas. Weather conditions may also require us to restrict access to certain areas of the ship for

# 11. Ship & itinerary changes

We will do everything We reasonably can to make sure everything goes according to plan; however, sometimes changes can happen that may affect Your holiday experience. This could include weather mechanical difficulties, civil unrest or any other unforeseen circumstances. In addition, We may charter all or part of the ship or remove the ship from service where this becomes necessary. We may change the itinerary, ship or cancel the voyage due to operational or commercia requirements. We will notify You of these changes as soon as We can. If We are forced to cancel the cruise for any reason prior to departure We will provide a full refund. Since Your itinerary is not guaranteed, please do not make any important arrangements or meetings based on the proposed itinerary.

# Changes within Our control

Where a significant change is made to the ports in Your itinerary prior to departure and this is due to a circumstance within Our control, for example for operational or commercial requirements. You will have the choice of:

- 1. the new itinerary;
- 2. an alternative cruise of comparable standard, if available; or
- 3. cancelling the cruise for a full refund of Your fare paid.

For the purposes of this clause, 'significant change means a change to the city of departure or disembarkation, or to the majority (by number) of the other ports in Your itinerary.

# Changes outside Our control

If it is necessary to change the itinerary due to safety, maritime law, severe weather, to protect human life or health or other factors outside Our control, We will attempt to offer a revised itinerary as close as possible to the original itinerary. We will not provide any compensation in connection with the revised itinerary unless Consumer Laws require otherwise.

# 12. Hotel and Dining Charges (Gratuities)

During the cruise, guests will experience excellent service from members of Our crew in a variety of locations. In addition, many more crew behind the scenes support those who serve guests directly. For Our guest's convenience, a Hotel and Dining charge will be automatically added to their shipboard account on a daily basis. Grill categories will be charged US\$13.50 per guest per day and Britannia categories US\$11.50 per guest per day. These amounts are subject to change and guests may choose to alter or remove these amounts at their discretion. A 15% charge is automatically added to a guest's onboard account for Bar, Wine & Salon/Spa services for each purchase

## 13. Travel Insurance

We strongly recommend You purchase appropriate international travel insurance at the time You pay Your deposit. As Australian Medicare and New Zealand Accident Compensation Corporation do not cover Your travel onboard it is important that international travel insurance is purchased for all voyages (including domestic Australian itineraries which do not visit international ports). If You do not purchase internationa travel insurance, You may not be able to claim for any cancellation charges, medical costs, repatriation and other expenses that may arise if things do not go according to plan.

#### 14. Airfares

Our Customer Sales and Service team can assist You n booking flights to connect with Your voyage; in this nstance We act only as a booking agent on behalf of the airline. Bookings are subject to availability and the llowing conditions apply:

- Airfares can only be purchased in conjunction with a voyage and travel will be on flights and airlines nominated by Cunard.

  Airfares are in Australian dollars per person and
- include GST (where applicable), fees, taxes and surcharges
- Airfares do not include stopover accommodation. transfers or baggage handling.
- Cunard cannot accept any responsibility where airline schedules or seat availability requires overnight
- accommodation before or after Your voyage. We make every effort to ensure that flight arrangements We make for You are appropriate, however We cannot accept responsibility for missed connections between Your flight and the ship which are beyond Our control.
- Fees, taxes and surcharges can vary by gateway city, routing, destination and carrier and are subject to change without notice. If there is an increase to the fees, taxes or surcharges, We can collect the additional payment prior to Your voyage, even if Your
- booking has already been paid in full. Airline rules and conditions may require full non-refundable payment prior to Cunard's norma navment conditions
- Alterations to flights after tickets/vouchers have been issued can only be made through Our Customer Sales and Service team (or Your Travel Agent) and will be subject to the airlines' fare rules and conditions.
- If You choose to cancel Your flights for any reason, Our Refund Policy outlined in clause 9 will apply in conjunction with the airlines' fare rules and conditions

# Flexible Air Packages:

# Bookings

We act as an agent for the airline carrier in making your flight booking through the CompleteAir tool. It is mportant that you are familiar with your airline's terms and conditions, including important liability limitations. IATA Conditions of Contract are available at https://www.iatatravelcentre.com/e-ticket-notice/1.htm Prices are per person inclusive of all flight taxes and ees except locally payable airport taxes.

Payment for Flexible Air is due at the final payment date for your cruise. If you book Flexible Air after the final payment date for your cruise or you have already paid or your cruise in full, you will be required to pay for the Elexible Air at the time of booking.

## Changes and Cancellations

Please note that cancellation of your air booking does not result in cancellation of your cruise, however cancelling your cruise booking for any reason will cancel your air bookings associated with the cruise, and fees will be applied if applicable. The guest who appears on the flight booking must be the guest who travels.

46 days or more before the first flight date or cruise departure date (whichever is earlier):

- · Changes, including name changes, are permitted as a cancel and rebook and may result in higher fares
- Cancellations are permitted with full refund

45 days or less before the first flight date or cruise departure date (whichever is earlier):

· Changes, including name changes, will result in cancellation without refund and require rebooking,

which may be subject to higher fares

· Cancellations will result in cancellation fees up to the full Air Package cost.

# Baggage

Prices include a minimum of 1 piece of checked baggage. the size and weight are as per the airlines rules, fees apply for additional and oversized pieces of checked baggage - please contact the airline for further details.

# Early Ticketing

If you request early ticketing of your Flexible Air package, payment is required at the time of the request and the change and cancellation conditions will be amended as

- Changes, including name changes, will result in cancellation without refund and require rebooking, which may be subject to higher fares
- Cancellations <u>will result in cancellation fees up to</u> the full Air Package cost.

# Restricted Air Packages:

#### Bookings

We act as an agent for the airline carrier in making your flight booking through the CompleteAir tool. It is important that you are familiar with your airline's terms and conditions, including important liability limitations. IATA Conditions of Contract are available at https://www.iatatravelcentre.com/e-ticket-notice/1.htm Prices are per person inclusive of all flight taxes and fees except locally payable airport taxes.

# **Payments**

Payment for Restricted Air is due at the time of booking. Changes and Cancellations

Please note that cancellation of your air booking does not result in cancellation of your cruise, however cancelling your cruise booking for any reason will cancel your air bookings associated with the cruise, and fees will be applied if applicable. The guest who appears on the flight booking must be the guest who travels. No changes or cancellations are permitted and cancellation fees up to the full Air Package cost apply. Name changes are not permitted and will require cancellation and rebooking of flights. Rebookings are subject to availability and may be subject to higher fares.

Baggage
Prices include a minimum of 1 piece of checked baggage, the size and weight are as per the airlines rules, fees apply for additional and oversized pieces of checked baggage - please contact the airline for further details.

# 15. Pregnancy

We are unable to accept any guests who will have entered their 24th week or later of pregnancy by the end of the voyage. Guests who are pregnant during their voyage are required to supply a physicians 'fit to travel' note, including Your estimated due date, prior to embarkation.

# 16. Minimum age to travel

To ensure there is suitable supervision, there must be at least one guest 18 years of age or older in each stateroom. Guests under the age of 18 years must trave with a parent/legal guardian over the age of 18 years. To accommodate families travelling together, children may occupy a separate stateroom to their parent/legal guardian, providing one child is 16 years or over. Due to limited neo-natal facilities onboard, only children aged six months and over may travel with Us, however, there is a minimum age of 12 months on Transatlantic Crossings, World Voyages and some remote itineraries

# 17. Children & Teenagers

Parents/legal guardians are respo sible for childrer and teenagers at all times. If a child or teenager displays dangerous or disruptive behaviour, the 'Travel Restrictions and Rights of the Captain' under clause 29 will be applied to both parent/legal guardian and child/ teenager. Children's access to pools and spas may be restricted and adult supervision is required. Prams and strollers must be collapsible and capable of being stored in Your cabin.

For the safety and enjoyment of all on board, there are nits on the number of children and teenagers that can be carried within different age groups. The age of the guest on the day they board the voyage, is the age We use for the entire holiday. We can advise You at the time of booking whether We are able to accept bookings for children and teenagers on the voyage You have chosen

#### 18. Dogs, Cats & Service Animals

Cunard is pleased to permit individuals to bring service animals on board, subject to applicable Customs and Quarantine requirements. In addition, dogs and cats may be carried in the kennels on board specific Queen Mary 2 byages. In order to make appropriate arrangements notice that a guest will be travelling with an animal must be provided at the time of booking. Local laws or customs may prevent animals, including service animals, from embarking or disembarking at particular ports and countries. It is the guest's obligation to consult local customs authorities for information and to obtain l documents/health certificates that may be require. Please note, animals of any kind cannot be brought on board without prior written permission from Cunard. For further information, please contact Our Customer Sales and Service team.

#### 19. Visas, Passports and Vaccinations

You are responsible for ensuring You have all necessary visas, vaccinations and travel documents, including a passport that is valid for the minimum duration required based on the countries You are visiting. Your passport must be valid for a minimum of six (6) months beyond he date of Your cruise return and have sufficient blank pages for entry and exit stamps and visas. Without the necessary passport, visas and/or vaccinations local authorities may deny You boarding, prevent You from going ashore, issue a fine or deny the ship entry into ne port. It is also Your responsibility to ensure You have all the necessary documentation which permits You to travel. We will not provide You with a refund or reimbursement for any expenses or losses incurred as a result of Your failure to comply with these requirements

# 20. Identification Requirements for Australian and New Zealand domestic voyage sectors

For domestic cruises departing an Australian port that do not visit an international port, and for domestic cruises departing a New Zealand port that do not visit an international port, a valid passport or government issued photo identification is required.

# 21. Prohibited items

The safety and security of Our ships is paramount and, as such, You are prohibited from carrying certain items onto Our vessels. Security screening of You and Your baggage will be conducted each time You board the ship and if You are found in possession of any of these items they may be permanently confiscated. You agree to allow such searches. We can deny boarding or disembark any person in possession of any weapons or illicit substances. This list is not exhaustive and any other items may be refused at the discretion of either the Port

or Ship security staff. The following items (this is not an exhaustive list) will not be permitted onboard:

- Items not supplied by the Company containing any kind of heating element, such as but not limited to: immersion heaters, heating blankets, clothes irons, water heaters, coffee machines with heating / hot
- Any Illegal narcotics / drugs or substances
   All firearms including replicas, imitations and their
- components
- Air, BB or pellet pistols or rifles
- Any other projectile-weapon (e.g., paint ball guns) All ammunition · All explosives, including imitation explosives and
- Fireworks, flares, pyrotechnics
- Sharp pointed weapons including throwing stars
- Knives with a blade longer than 4 inches/10.16 cm
- Open razors · Skean Dhus or Kirpans
- Spears or spear guns
- · Crossbows, crossbow bolts and long bow arrows
- Blunt weapons including knuckle dusters, brass knuckles, clubs, coshes, batons, flails or nunchaku
- Items containing incapacitating substances (e.g. gas guns, tear gas sprays, mace, phosphorus, acid and

- other dangerous chemicals that could be used to maim or disable)
- Flammable substances and hazardous chemicals · Any other item made, adapted or intended for use as an offensive weapon
- Stun devices
- Large batteries
- Any remotely controlled or autonomously flying devices, toys or drones

  Self-balancing hover boards, air wheels, scooters,
- or Segways
- Compressed gas tanks, bottles, cylinders including dive tanks, propane tanks and aerosol cans Emergency Position Indicating Radio Beacons (EPIRB) ham radios, satellite phones, transformers, lasers and laser pointers

If appropriate, confiscated items may be collected at the end of your cruise in the cruise terminal. If the item is not collected at the end of the cruise, You must contact Us within three (3) days of disembarking to claim confiscated items which may be returned to You if appropriate. If You do not contact Us within this time Your item may be destroyed.

# 22. Lost or damaged luggage and personal belongings

ase make sure that all valuable and important items, such as jewellery, medicines, fragile items, and camera/ computer/electrical equipment are carried in Your hand luggage and not packed in Your main luggage/suitcase left unsecured in Your room or elsewhere on board. Once on board, all valuables and important items should be stored in Your in-room safe.

Where Consumer Laws and other laws permit Us to exclude Our liability, We will not be liable for loss of, or damage to, any luggage or other belongings, unless caused by Our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose.

#### 23. Alcohol & gambling

We are committed to the responsible service of alcohol. There may be times when We consider it appropriate to refuse the service of alcohol to a guest for any reason. To consume alcohol or gamble on board, guests must be 18 years of age or older. However, whilst in U.S. waters, Cunard enforces and abides by the U.S. legal drinking age of 21 years. Photo identification may be reques Alcohol or casino credits cannot be added to a booking as a gift for guests under 21 years of age. On the day of embarkation, guests over the above minimum ages may bring on board wine or champagne to celebrate special occasions. If consumed in the dining rooms, alternative restaurants or bars, each bottle will be subject to a corkage fee of US\$20 (fee subject to change). Any other alcohol purchased ashore will be collected at the gangway for safe keeping and will be returned to You on the last day of Your voyage.

# 24. Smoking

Smoking is not permitted in staterooms, on stateroom balconies or in public areas (with the exception of Churchill's Cigar Lounge, which is reserved for cigar and pipe smokers only). There are selected areas of the open decks where smoking is permitted and this information will be communicated to You on board. Electronic cigarettes, including those which do not emit smoke, are nitted in designated smoking areas only.

# 25. Your health

We care about the health and safety of Our guests. It is important that You advise Us at the time of booking if You have any condition that requires medical attention medication or special treatment. We may also ask You to complete a health questionnaire or provide a physician's fit to travel note

If a guest has a condition that We decide may seriously affect the enjoyment, health or safety of themselves or any other person on board. We can refuse or cancel a booking, where necessary. We will give reasonable consideration when reaching this decision and will advise You as soon as possible. Provided You have given Us all relevant information about the condition at the time of booking. You will be entitled to a full refund if We cancel Your booking on the basis of this condition. Guests that need assistance should always be accompanied by a carer to help with day to day activities as Our crew and medical staff are unable to act as personal carers.

. Guests who are bringing a wheelchair or mobility aid onboard must advise Us at the time of booking. You must provide their own wheelchair or mobility aid and must ensure it can be stored inside Your cabin. Limited areas of the ship may not be wheelchair accessible. Please note that some ports can only be accessed using the ship's tenders. Tender boats and tender ports are generally not accessible to guests confined to a wheelchair or with significant mobility impairments.

## 26. On board medical centre

Each ship has a Medical Centre that is staffed by registered doctors and nurses, who are available during scheduled clinic times to provide medical care for everyone on board. They are also available 24 hours a day, 7 days a week for medical emergencies. Our Medical Centre is only for medical needs arising on board and cannot cater for treatments that You know You will require while on holiday.

We are not a healthcare provider and may not be held liable for the sickness, injury or death of any guest arising from any advice, treatment, care, services or any omission by medical staff. These medical providers exercise their own medical judgement and expertise.

#### 27. On board medical charges

All voyages on Our ships are outside the scope of Australian Medicare, New Zealand Accident Compensation Corporation (ACC) and private health insurance. All consultations, treatments and medications are charged at private rates and must be paid by You on board and claimed through Your travel insurance.

# 28. Other service providers and arrangements ashore

While We specialise in ocean voyages, You may choose to book other services through Us such as flights, accommodation, transfers and shore excursions. We can assist You in making these arrangements; however We act only as a booking agent. The service providers are solely responsible for the information and service offered and their conditions will apply. Although Our responsibility is on board the ship, where We arrange these services for You. We will assist in addressing any concerns You may have. Any arrangements made with other service providers by or for You are Your responsibility and entirely at Your own risk. In the event that You go ashore You do so at Your own risk. You are responsible for adhering to the local laws, regulations and customs. We take no responsibility for any injury or loss that occurs while You are not onboard the ship

# 29. Travel restrictions and rights of the Captain

During the cruise the Captain will exercise complete control over the ship and take such actions as he or she thinks necessary to preserve the safety and integrity of the ship and the comfort, safety and enjoyment of the guests and crew. You are responsible for ensuring that no travel restrictions apply to You. If police or any other authority in any jurisdiction notify Us of, or We otherwise become aware of, any matter that reasonably causes Us to believe Your presence on board presents a risk to Your own health or safety or the health or safety of other guests and crew We or the Captain may deny You boarding and may refuse or cancel any bookings from You. Once the cruise has commenced, if a guest seriously affects the safety, well-being or enjoyment of themselve or any other person on board, the Captain has the right to confine, sedate or disembark the guest. In such cases We are not responsible for any expenses including Your return home. In addition, You will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, You accept that the safety, wellbeing and enjoyment of everyone on board comes first.

# 30. Leaving the voyage early

If You are required or choose to leave the voyage for any reason (unless caused by Our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose), We are not responsible for any expenses, including Your return home. This also applies if You do not return to the ship after a port visit in time for sailing. If We assist You with any costs, You will need to repay Us on Your return. In addition, You will not be entitled to any refunds.

# 31. Limitation of Liability Limitation of liability for Recreational Services

Save for liability for significant personal injury caused by Reckless Conduct by Us or Our servants or agents, We exclude liability for all Excluded Recreational Liabilities arising out of the supply of Recreational Services. Contributory Negligence

Our liability will be reduced in proportion to any negligence or fault on Your part.

#### 32. Notification of Claims You agree to use all reasonable efforts to bring the

issue to report any complaints or claims on board, or otherwise bring the matter to Our attention as soon as possible. You acknowledge that failure to bring any matter to Our attention whilst on board will limit Our ability to investigate the matter following Your cruise.

These Booking and Passage Conditions must, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretations or construction is held to be illegal, invalid or unenforceable:

(a) that provision must so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be easonable in all the circumstances so as to give it a valid operation: or

(b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of these Booking and Passage Conditions will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

## 33. Choice of law and jurisdiction

This contract is governed by the laws in force in New South Wales. You agree that any action You bring against Us will be brought in Australia. If You have a claim against Us, You agree only to bring action against Us and not any of Our related bodies corporate as defined in the Corporations Act 2001 (Cth).

#### 34. Privacy

Privacy laws safeguard your personal details.

#### Personal Information

During the booking process and Your cruise holiday, We ask for personal information about You. By providing this nformation, You authorise Us to handle Your personal information in the ways indicated below:

• to collect personal information within the meaning

- of the Privacy Act 1988 (Cth) or any other applicable privacy legislation about You:
- from any third party making a booking on Your behalf
- for cruise administration purposes;
  from any guest in Your booking or if You are travelling as part of a group from any guest in the group for cruise administration purposes; from any third party where it is necessary to
- provide a health service to You (including a medical disembarkation) and You are unable to provide the information directly;
- for security purposes;
- · for accident/incident reporting, investigation and management purposes;
- where lawful and reasonably necessary to perform Our functions or activities, We may be required to collect sensitive information including, information about health, race and criminal record. to disclose Your personal information:

houses, ticketing companies, marketing agencies,

emergency response providers, call centres, claims processors and lawyers for the purpose of enabling them to provide relevant services; to Our booking centre which is located in the

to Our service providers, including mailing

- Philippines; to Our customer database service providers which
- are located in the United States and India; to related entities within the Carnival group of companies (headquartered in the United States and United Kingdom with registered branch offices in Australia, New Zealand and Japan) for cruise administration and business operation purposes
- to Your travel agent for cruise administration purposes, including any information relating to travel bans;
- to other guests in Your booking or where You book as part of a group - to every guest in Your group (excluding credit card details)
- to an emergency contact person You have nominated for emergency management purposes;
- · to Australian and foreign government departments/ agencies/bodies responsible for customs, immigration, ports, quarantine and law enforcement including police in Australia, New Zealand and each of the ports in Your itinerary, for reporting purposes;
- where lawful We may also be required to disclose sensitive information about You to the entities listed above.
- to use and disclose Your personal information, and, where lawful, Your sensitive information:
- · for product research and development purposes, including conducting past guest surveys; for sending You information about Our products and
- services, including by email and messaging services such as SMS, and to Us contacting You by telephone and fax (You may request to be removed from Our contact list at any time);
- for reporting, assessing, investigating, processing and otherwise managing accidents/incidents, including disclosures to lawyers and insurers:
- for public health and quarantine purposes; for medical treatment (including medical disembarkation) purposes, including disclosures to health service providers, medical evacuation assistance companies, hotels, airlines, travel agents and, where You are unable to consent, next of kin
- where Your on board expenses are charged to someone else's credit card - to deliver on board

- account statements regarding those expenses to the credit card holder:
- where We need to disclose Your personal information to someone who is not in Australia – to transfer Your personal information outside Australia:
- where We need to disclose Your health information to someone who is not in New South Wales or to a Commonwealth agency - to transfer Your health information outside New South Wales or to the Commonwealth agency; in the event that You lodge a complaint or claim about any matter with or in relation to Us - to use and disclose Your personal information for the purpose of reporting, assessing, investigating, processing, responding to and resolving Your complaint or claim, including disclosures to relevant government departments/agencies/bodies, courts/tribunals, Your travel agent, any authorised representative acting on Your behalf and lawyers You also authorise Us to collect from any third party sensitive information about You within the meaning of the Privacy Act 1988 (Cth), and for any third party to disclose personal information about You to Us, for the above-mentioned purpose.

# Security Cameras

For the safety and security of our guests and crew, we use Closed Circuit Television (CCTV) to monitor and record public areas on board all Our ships. This footage and any accompanying audio recording is confidentia and is not available for viewing, unless required or permitted by law. We are not responsible for any onsequences arising from the viewing or other use of this footage.

If You would like further information please refer to cunardline.com.au/legal-information or contact Us on: Email: privacy@carnivalaustralia.com

Post: PO Box 1429, Chatswood NSW 2057 Alternatively, our Privacy statement can be found online at cunard.com/en-au/advice-and-policies/privacy-policy

# 35. Cunard Environmental Statement

Here at Cunard We take Our environmental responsibilities very seriously and are committed to reducing Our environmental impact. We are dedicated to preserving the marine environment in which We operate, and therefore believe it is Our duty to introduce environmental practices which set a high standard of excellence and responsibility. To support Our aim We nave developed an environmental manager independently certified to ISO 14001, which is the most widely recognised global standard for improving environmental performance. We recognise that without appropriate treatment, the waste generated on board Our ships, together with the fuel and other products We use to transport, feed, entertain and take care of You could have an impact on the environment. Our waste treatment facilities ensure that all waste is appropriately managed to minimise its impact upon the oceans. All general waste is treated on board to reduce its volume orior to landing ashore and, whenever possible, general waste is recycled. We are reducing Our air emissions. through the implementation of fuel efficiency measures, including improved hull coatings, low energy lamps, increased recirculation of waste heat and improved efficiency in air conditioning and We continue to explore new technologies. Through these measures and other initiatives, Cunard will ensure that We help preserve Our vironment for future generations.

# 36. Dictionary

In these Booking and Passage Conditions:

- "CCA" means the Competition and Consumer Act 2010 (Cth):
- "Consumer Guarantee" means right or guarantees a guest may have under the Australian Consumer Laws or other rights in relation to the supply of goods or services that cannot lawfully be excluded or limited;
- "Consumer Laws" means schedule 2 of the CCA and any equivalent Australian or New Zealand state or ritory legislation;
- "Consequential Loss" means any loss or damage suffered by a guest or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of interest, damage to credit rating or loss or denial of opportunity:
- "Excluded Recreational Liabilities" means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any
- "Reckless Conduct" has the meaning set out in
- section 139A(5) of the CCA; and
   "Recreational Services" has the meaning set out in section 139A(2) of the CCA.