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TERMS AND CONDITIONS OF CONTRACT
READ CAREFULLY AS THEY AFFECT YOUR RIGHTS

Whether or not signed by passenger, the possession of this ticket shall be deemed to be an undertaking and acknowledgment by passenger that he/she accepts on his/her behalf and all other persons traveling under this ticket, all the terms and conditions set out herein. The attention of passengers is especially directed to clauses 9 and 10, which contain important limitations on the rights of passengers to assert claims against Blues and Blues LTD. /Makana Ferry Service, the vessel, their agents, and others, including forum selection.

1. DEFINITIONS

- a. **Carrier** - is used in this Contract it shall mean and include, jointly and individually, Blues and Blues / Makana Ferry Service, the Vessel, its owners, operators, charterers and tenders.
- b. **Passenger** - shall include, the plural where appropriate, and all persons traveling under this Contract including heirs, representatives and minors.
- c. **Vessel** - means the ship chartered by Carrier on which passengers may be traveling.
- d. **Fare** - means the amount paid by Passenger for ocean transportation only. The fare shall be deemed to be earned when paid and not refundable, except as otherwise stated in this Contract. Fares are displayed on the Carrier's website and at all ticketing locations. All fares quoted are subject to change without prior notice. The fare does not include tips, food and drinks during the voyage, special services, nor any other incidental charge or expense. In addition, the fare does not include departure taxes, bunker surcharges, port fees and administrative fees.
- e. **Departure Taxes** - are charges imposed by the Governmental entities relating to ocean transportation on passengers. The charges will be assessed by the previously mentioned governments. If included in the ticket Makana Services will provide that payment service to the Governmental entity on behalf of the customer.
- f. **Bunker surcharge** - shall mean any additional charge to defray a portion of Carrier's fuel costs. Carrier reserves the right to charge a fuel supplement without prior notice. Efforts will be made to notify passengers with a two week notice and communicated on the website, according to a preset formula.
- g. **Port Fees** - shall mean any additional charge to defray a portion of Carrier's port fees, which are charges imposed by the ports of call to the operator for pilotage, dockage, navigation, security and other services.
- h. **Administrative Fees** - shall mean any additional charge to defray a portion of Carrier's fees, which are incurred by performing administrative tasks, logistical tasks and the use of information technology to support the operation.

2. SCOPE OF CONTRACT

- a. Passenger ticket is valid only for the person or persons named herein as the passenger or passengers and cannot be transferred. Passage money shall be deemed to be earned when paid and not refundable except as otherwise stated in this Contract.
- b. The Carrier shall not be liable to make any refund to Guest in respect of lost tickets or in respect of tickets wholly or partly not used by passenger.

- c. The Carrier reserves the right to increase the published fare without prior notice. In the event of an increase, the Guest has the option of accepting the increased fare or cancelling reservations without penalty. Cancellations must be done by the Passenger within ten (10) days after the date of notice of the fare modifications.
- d. All rights, exemptions from liability, defenses and immunities of the Carrier under this Contract shall also benefit the Carrier's servants, agents and independent contractors who shall have no liability to the Guest, either in contract or in tort, which is greater than or different from that of the Carrier. For the purpose of this clause, the Carrier shall be deemed to be acting as agent and trustee for such servants, agents and independent contractors, and all such persons or entities shall, to this extent, be or be deemed to be parties to this Contract.

3. SAFETY AND WEATHER CONDITIONS

The health and safety of the ship and all those on board is of paramount consideration. We are entitled to, for safety and security reasons, request a search of passengers and inspect your luggage both at the terminal before boarding and on board the ship.

In some cases, cancellations or delays are due to weather conditions, including for example strong winds, heavy seas, strong currents, hurricanes, tornadoes and floods (hereinafter "weather conditions") that brings the safe operation of the ship in danger. It may also be other extraordinary circumstances, which neither we nor our agents could have reasonably avoided or foreseen, including but not limited to war, the threat of war, terrorism, fire, industrial disputes, natural disaster, nuclear disaster, and/or extraordinary circumstances that prevent the ship from sailing (hereafter we will refer to such circumstances as 'force majeure events').

Rough seas are not unusual for our area of operation. If you have concerns., we recommend that you whenever possible contact either our customer service for sailing information, or visit our website: <https://makanaferryservice.com> at least 24 hours before your departure date in order to ascertain that there are no occurring circumstances that may or will affect your journey.

4. BOOKING ON THE BEHALF OF OTHERS

If you are organizing a booking for several individuals and you are booking on their behalf, then the following additional conditions apply to you as the group organizer, whether or not you yourself are part of the group and/or booking:

You are deemed to act as an agent (in law) for all the individuals in the group. Accordingly, you are saying to us that you have authority to commit each individual to the obligations contained in these Conditions as if they had themselves booked with us individually.

You accept personal responsibility to check that each individual has:

- a. All the necessary valid documents to travel, including any authority from parents, section 6 (Children and young people under the age of 18 years), and
- b. Where relevant, noted and complied with the requirements laid down in section 7 (Disabled persons and persons with reduced mobility).

- c. You accept the duty to ensure that you can identify, at the time of booking, the group leader who will be responsible to us and to the captain for the marshalling and conduct of the individuals.
- d. You promise to ensure that all individuals are fully aware of these Conditions and our Privacy Policy and to bring them to the attention of each individual, and that all individuals accept these Conditions and our Privacy Policy.
- e. You (personally) indemnify us against any breach of these Conditions (including non-payment) by any individuals within the group or of any failure by such individuals (whether adult or child) to maintain proper standards of conduct.
- f. You accept full responsibility for the group. This includes full payment from each individual prior to departure with us or prior to accepting any services sold by us.
- g. You confirm that you have no direct or indirect connection with the business of supplying travel services.
- h. You accept, on behalf of each individual, the duty to provide a good behavior bond before embarking on any journey with us or before accepting any service from us.

5. PASSENGER'S OBLIGATIONS.

Before boarding the Vessel, the Passenger must:

- a. Pay the entire Fare.
- b. Familiarize with the Passage Contract.
- c. Bring all required travel documents such as passports, visas, proof of citizenship, entry permits, minor's permissions, medical certificates, and all other necessary departure and/or entry documents, etc. It is the Passenger's sole responsibility to obtain and have available, when necessary, the appropriate valid travel documents. All Passengers are advised to check with their travel agent or the appropriate government authority to determine the necessary documents. All Passengers without proper documentation will be refused boarding or disembarkation without right to compensation, refund or payment whatsoever. Passengers will also be responsible to reimburse any fine or other costs incurred by Carrier which results from improper documentation or noncompliance with applicable regulations.
- d. Arrive to Port at least ninety (90) minutes before the scheduled sailing time and possess all required travel documentation.
- e. Be sure that all persons traveling with him/her are fit to travel by sea.
- f. Passengers under the age of eighteen (12) must be accompanied by a Passenger twenty (21) years or older who shall assume responsibility for their care on board the vessel. Each Passenger hereby agrees and warrants that he/she will supervise any Passenger in his/her care at all times to ensure that all policies, along with all other rules of the Carrier and ship, are strictly adhered to by all Passengers under their supervision.

Carrier shall not be liable for loss, damage or delay resulting from Passenger's failure to comply with any of the requirements set forth above.

6. FITNESS TO TRAVEL, SPECIAL NEEDS, PREGNANT PASSENGERS, MINORS.

- a. The Guest warrants that he/she and those traveling with him/her are physically and mentally fit to travel by sea at the time of embarkation. The Guest must, at the time of making a reservation to travel, inform the Carrier in writing of any existing illness, disability, or any other condition for which the Guest or any other person in his/her care may require medical attention during the course of the voyage. If any such condition arises after Guest has made his/her reservation, Guest must report the condition to the Carrier before boarding the vessel, or, if Guest has boarded, to the vessel's purser before the vessel leaves port. Neither the Carrier nor the vessel's purser or other medical personnel, if any, shall in any event have any liability arising from or related to such condition or treatment for such condition. Guest is responsible to have necessary persons or accommodations for travel.
- b. The Carrier reserves the right to refuse travel passage to any person who, in the sole opinion of the Carrier, is physically, mentally or under influence of alcohol/drugs, unfit to undertake the voyage. If the Carrier does refuse passage, unearned travel fare, if any, will be refunded to Passenger, and upon such refund, the Carrier shall have no further liability to the Passenger.

The Carrier reserves the right to refuse passage at any time to any person who fails to give written notice to the Carrier at the time the travel reservation is made, or later if the condition arises thereafter, of any physical or mental disability, illness, handicap, or other condition which may require special attention or medical treatment during the voyage. Guest is responsible to have necessary persons or accommodations for travel.

- c. Notwithstanding the provisions of subsections 4 (a) and (b) of this Contract, the Carrier and an Physician or other medical personnel, if any, shall have no obligation whatsoever to examine any Guest for any purpose prior to boarding.

The Carrier may confine to his or her seat, or disembark at any port, a Guest who may, in the opinion of carrier, be suffering from a contagious or infectious disease, or whose presence, in the opinion of the ship's Master, may be detrimental to the comfort or safety of such Guest or of other passengers or the crew, or who might be excluded from landing at destination by governmental authorities. Guest will solely responsible for additional accommodations.

- d. The Guest agrees that the Carrier shall be held harmless from and not be liable for any loss or injury (to the extent not caused by the negligence of Carrier, its servants or agents) or deterioration or exacerbation of any medical condition to which he is subject, whether known or unknown, disclosed or undisclosed, which arises from, is caused by and/or is directly related to said medical condition.
- e. When a Passenger is traveling with a minor and both parents/legal guardians are not traveling, Carrier strongly recommends bringing an original signed and notarized authorization from the absent parent/guardian for the minor to travel.

7. DISABLED PERSONS AND PERSONS WITH REDUCED MOBILITY

If you or someone you are making a booking for is disabled or a person with reduced mobility or with other physical challenges, which makes travel more difficult than it is for others, we welcome you as our customer and will offer whatever assistance we can.

It is very important that you follow the rules as laid down below so that we may provide as much assistance as possible:

- a. We need to know about any requirements for disabled persons or person with reduced mobility requirements in respect of any special needs or assistance before or at the time of booking or advance purchase of the ticket.

This includes all specific needs with regard to accommodation, seating or services required or their need to bring medical equipment, provided the need is known at the time of such booking or ticket purchase.

For the avoidance of doubt, a notification made in accordance with this section may be submitted to the travel agent or the tour operator from which the ticket was purchased. Where the ticket permits multiple journeys, one notification shall be sufficient provided that adequate information on the timing of subsequent journeys is provided. You shall receive a confirmation stating that the assistance needs have been notified to us. If such confirmation is not received it is your responsibility to contact us, otherwise we cannot guarantee the availability of the equipment/services.

- b. Subject to the conditions set out below, we travel agents and tour operators shall, within our respective areas of competence, provide assistance free of charge, in ports, including embarkation and disembarkation, and on board ships. The assistance shall, if possible, be adapted to the individual needs of the disabled person or person with reduced mobility.
- c. Conditions under which assistance is provided:
 1. we or the terminal operator is notified, by any means available, of the person's need for such assistance at the latest 48 hours before the assistance is needed;
 2. the disabled person or person with reduced mobility presents himself at the port or at the point designated by us or terminal operator
 3. at a time stipulated in writing by us which shall not be more than 90 minutes before the published embarkation time; or
 4. if no embarkation time is stipulated, no later than 60 minutes before the published departure time.

You shall receive a confirmation stating that the assistance needs have been notified as required. Where no notification is made in accordance with the above described provisions, we and terminal operators will make all reasonable efforts to ensure that the assistance is provided in such a way that the disabled person or person with reduced mobility is able to embark, disembark and travel on the ship.

Where a disabled person or person with reduced mobility is accompanied by a recognized assistance dog; that dog may be accommodated together with that person, provided that we, travel agent or tour operator is notified in accordance with applicable rules on the carriage of recognized assistance dogs on board passenger ships, where such rules exist.

- d. In certain instances, we, travel agents and tour operators may refuse to accept a reservation, to issue or otherwise provide a ticket to or to embark a disabled person or person with reduced mobility in the following circumstances:
 1. in order to meet applicable national or international safety requirements;
 2. where the design of the ship or port infrastructure and/or equipment (including port terminals) makes it impossible to carry out the embarkation, disembarkation or carriage of the said person in a safe or operationally feasible manner.

Nevertheless, in the event of a refusal to accept a reservation or to issue or otherwise provide a ticket pursuant to this section travel agents and tour operators shall make all reasonable efforts to propose to the person concerned an acceptable alternative transport on a passenger service operated by us.

- e. Where strictly necessary, we, travel agents and tour operators may require that a disabled person or person with reduced mobility be accompanied by another person who is capable of providing the assistance required by the relevant person. As regards passenger services, such as an accompanying person shall be carried free of charge. When carriers, travel agents and tour operators requires an accompanying person, the disabled person or person with reduced mobility shall immediately be informed of the specific reasons for the requirement.

8. WAIVER FOR MEDICAL CARE AND OTHER PERSONAL SERVICES.

If passengers accept and use medicines, medical treatment and other personal services available on the ship or elsewhere at their own risk and expense without liability or responsibility of Carrier.

9. GUEST'S LIABILITY FOR DAMAGES, FINES AND EXPENSES.

- a. The Guest, and the parent or guardian of Guests who are minors, shall be liable to and shall reimburse the Carrier for all damages to the Vessel, its furnishings and equipment, or any property of the Carrier caused directly or indirectly in whole or in part by any willful or negligent act or omission on the part of the Guest. The Guest shall indemnify the Carrier and the Vessel, their servants and agents against liability which the Carrier or the Vessel or such servants or agents may incur towards any person or company or Government for any damage to property, personal injury or death caused directly or indirectly, in whole or in part, by any willful negligent act or omission on the part of the Guest.
- b. In the event of medical emergency requiring emergency medical transportation, the Guest agrees to indemnify the Carrier for the cost of emergency medical transportation if same has been paid by Carrier.
- c. Should the Vessel deviate from its course due to Guest's negligence, said Guest or his estate shall be liable for any related costs incurred.
- d. The Guest or, if a minor, his/her parent or guardian shall be liable to the Carrier and to Master for any fines or penalties imposed on the Carrier by the authorities for his failure to observe or comply with local requirements in respect of Immigration, Customs and/or Excise or any other Government regulations whatsoever, and for all costs and expenses, including but not limited to attorney's fees, incurred by the

Carrier or Master in defending, mitigating and/or nullifying any such fines or penalties.

10. CARRIER'S LIEN OVER GUEST'S PROPERTY

The Carrier and the Vessel shall have a lien upon all baggage, money and other property whatsoever accompanying the Guest and the right to sell the same by public auction or otherwise for all sums whatsoever due from the Guest under this Contract and for the costs and expenses of enforcing such lien and of such sale.

11. LIMITATIONS ON CARRIER'S LIABILITY

- a. The Carrier shall be liable only for its negligence. The Carrier shall not be liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God, including but not limited to storms, lightning, rain and flood; war, civil commotions; labor trouble, terrorism, crime or other potential sources of harm; governmental interference; perils of the sea; fire; mechanical defects, or any other cause beyond Carrier's reasonable control; or any other act not shown to be caused by Carrier's negligence.
- b. Carrier shall not be liable to the passenger for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages were caused by the negligence of Carrier and resulted from the same passenger sustaining actual physical injury; or when such damages are held to be intentionally inflicted by Carrier.
- c. Carrier shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Carrier nor for any intentional or negligent acts of Carrier's employees committed while off duty or outside the course and scope of their employment.
- d. The Guest admits a full understanding of the nature of the Vessel and assumes all risks incident to travel and transportation and handling of passengers and cargo. Guests assume full responsibility for their own safety and of all minors traveling with them. Carrier is not an insurer of its Guest's safety.
- e. Carrier may, at any time, without notice or liability for refund, payment or compensation except as provided herein, cancel the voyage, change the date or time of sailing or arrival, change the port of embarkation or disembarkation and substitute ships. Passenger shall have no claim against Carrier, and Carrier shall not be liable for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances.

12. CARRIER'S LIMITATION OF LIABILITY FOR LOSS, INJURY OR DEATH. TERM TO PRESENT A CLAIM

The Carrier shall not be liable for any claims whatsoever of the Guest unless full particulars thereof, in writing, are given to the Carrier or its agents within one (1) month after the Guest shall be landed from the Vessel or, in the case the Voyage is abandoned, within one (1) month thereafter Suit to recover on any such claim shall not be maintainable in any event unless commenced within the caducity time period of two (2) after the date of the loss, injury or death. Guest expressly waives all other potentially applicable state or federal limitations period.

13. JURISDICTION AND VENUE

It is agreed by and between the Guest and the Carrier that all disputes and matters whatsoever arising under, in connection with or incident to this Contract shall be litigated, if at all, in and before a state or federal Court with admiralty jurisdiction located in the Commonwealth of Anguilla to the exclusion of any administrative forum and the Courts of any other state or country.

14. YOUR TRAVEL AGENT

Any travel agent utilized by the Guest in connection with this Contract is solely the agent of the Guest and not of the Carrier. Carrier shall not be responsible for the financial condition or integrity of any travel agent utilized by Guest in connection with this Contract. In the event that an agent shall fail to remit to Carrier any monies paid to the agent by Guest, Guest shall be and remain liable for the full fare owed to Carrier, regardless of whether liability is asserted before or after embarkation. Any refund made by Carrier to an agent on behalf of Guest shall be deemed payment to Guest, whether or not the monies are delivered by the agent to Guest.

15. BAGGAGE, PERSONAL PROPERTY, PROHIBITED ITEMS

- a. Each fully paid Guest will be allowed no more than 3 pieces of baggage;
 - 1 accessory bag maximum size 40x30x15cm / 15x12x6 inches
 - 1 Carry on bag maximum size 55x35x25cm / 20x14x10 inches and 12kg / 35lb
 - 1 checked bag maximum size 100x80x50cm / 40x32x20 inches and 23kg / 50lbBaggage means only suitcases, valises, satchels, bags, hangers and/or similar products, with their contents consisting of only such wearing apparel, toiletries and similar personal effects as are necessary and appropriate for the purpose of the journey. Carrier shall not be liable for any loss or damage before baggage comes into Carrier's actual custody on board at the port of embarkation or after baggage leaves Carrier's actual custody on board at the port of debarkation.
 1. Other goods like tools of trade, household goods, presents and/or property of others, jewelry, money, cameras, documents, valuables of any description shall be carried in the Vessel under and subject to the terms of a special written contract or Bill of Lading entered into with Carrier prior to embarkation upon application of the Guest. The Guest warrants that no such articles are contained in any receptacle or container presented by him/her as baggage hereunder. If any such articles are shipped in the Guest's baggage in breach of this warranty, no liability for negligence shall attach to Carrier for any loss or damage thereto.
- b. Outsized or heavy luggage can only be accepted under preapproved condition.
- c. No Guest shall be allowed to bring on board the Vessel alcoholic beverages, weapons, firearms, ammunition, explosives, or other dangerous goods.
- d. The list of dangerous goods, as contained in the IMDG Code, will be prohibited. The Guest warrants that no such articles are contained in any receptacle or container presented by him/her as baggage hereunder.
 1. Class 1 Explosives
 2. Class 2.1 Flammable gases;
 3. Class 2.2 Non-flammable, non-toxic gases;
 4. Class 2.3 Toxic gases;

5. Class 3 Flammable Liquids Substances the size of the container carrying will be limited to 30 litres;
6. Class 4 Flammable solids; substances liable to spontaneous combustion; substances which, in contact with water emit flammable gasses;
7. Class 5 Oxidizing substances and organic peroxides;
8. Class 6. 1 Toxic substances - packing group III substances only permitted with a limit of 30 litres and 30 kg;
9. Class 6.2 Infectious substances
10. Class 7 Radioactive material
11. Class 8 Corrosive Substances
12. Class 8 Corrosive Substances - packing group I and II substances PROHIBITED, packing group III substances restricted to 30 litres max;
13. Class 9 Miscellaneous dangerous substances and articles subject to container capacity, 30 litres liquid, and 30 kg weight.

16. LIMITATION OF LIABILITY FOR LOSS OF LUGGAGE

- a. It is stipulated and agreed that the aggregate value of each Guest's property under the passage ticket does not exceed \$500.00 and any liability of the Carrier for any cause whatsoever with respect to said property shall not exceed such sum. If Carrier shall be held liable for the loss of or damage to Guest's property, it is agreed that such liability shall not exceed the lesser of: (1) \$500.00, or (2) the actual cash value of the lost or damaged property. In no event shall the Carrier be liable to pay any compensation if the nature or value of the property has been misrepresented.
- b. Guest are to verify tags placed on luggage or personal belongs. Guest are responsible for identifying luggage or personal belongs at final destination. The Carrier is not responsible or liable for luggage or personal belongs.

17. CARRIER'S RIGHT TO DEVIATE, CANCEL VOYAGE OR CHANGE VESSEL

- a. The Carrier shall have the liberty, without previous notice, to cancel this Contract at the port of embarkation and shall thereupon return to the Guest any unused portion of his passage money.
- b. The Vessel and Carrier, without incurring any liability to Passenger, howsoever consequential thereon, shall be entitled to leave and enter ports with or without pilots or tugs, to tow and assist other vessels in any circumstances, to save life or property, to return to or enter any port at Master's discretion and for any purpose, to deviate in any direction or for any purpose from the direct or usual course, to cancel or delay landing at any port without notice before or after sailing or put back to any port, all such deviations being considered as forming part of and included in the proposed voyage.
- c. If the vessel be prevented for any reason whatsoever, including fault of Carrier, from sailing on or about the advertised date, Carrier shall have liberty to substitute the vessel with any other vessel or to cancel this contract and make refund of the unused passage money paid by Passenger. Carrier shall have no liability for any compensation or other damages in such circumstances. If Passenger voluntarily opts to wait for the next available sailing, Carrier shall have no liability to pay lodging, food, transportation and/or any other incidental cost or damage.

- d. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or the Master is likely to be hindered or prevented) for any reason whatsoever or if the Carrier or the Master consider that proceeding to, attempting to enter, or entering or remaining at the port of Guest's destination may expose the Vessel to risk or loss or damage or be likely to delay, the Guest and his/her baggage may be landed at the port of embarkation or at any port or place at which the Vessel may call when the responsibility of the Carrier shall cease and this Contract shall be deemed to have been fully performed.

18. TRANSPORTATION OF PETS

Pets should be transported via carry-on cages or muzzled. The previous dispositions do not apply to Certified Service Animals. The passenger must present a pet passport, health certificate, chip ID documented on the passport and health certificate and lastly a certificate that designates the animal as a companion dog when applicable. It is at the digression of the Carrier to refuse any pets that may be a danger to Passengers.

19. CANCELLATIONS BY GUESTS.

- a. A cancellation by Guest occurs when a reservation is released and not simultaneously re-booked on the same sailing or if the Passenger does not board the vessel. In such an event, the Guest will not be granted a refund if cancelled less than 24 hours. If cancellation by passenger occur before 24 hours, accommodations are possible. Rebooking has to occur immediately.
- b. The new reservation by Guest will be subject to space availability for the requested travel date, to payment of a rebooking fee and to any adjustment in the applicable transportation tariff.
- c. The cancelled reservation will be subject to a cancellation fee.
- d. Reservations will be held until one (1) hour prior to departure.

20. WAIVER OF LIABILITY FOR THE USE OF PASSENGER'S LIKENESS

Carrier and/or its promotional partners have the exclusive right to include photographic, video and other visual portrayals of Guest in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to Guest, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Carrier's sole property, free from any claims by Guest or any person deriving any rights or interest from Guest.

21. CARRIER'S RESERVATION OF RIGHTS, IMMUNITIES AND LIMITATIONS OF LIABILITY

- a. Should any or all of the limitations of liability set forth in the provisions of this Contract be held no to apply with respect to personal injury and death or loss of or damage to baggage and personal property, then the Carrier shall be entitled to the benefit of all limitations, rights and immunities conferred by the Athens Convention of 1974 relating to the Carriage of Passengers and their Luggage by Sea. The Athens Convention, in most cases, limits Carrier's liability for death or personal injury or loss or damage to luggage and makes special provisions for valuables.

- b. If any claim is brought against the Carrier in any place where the applicable limitations and exemptions incorporated in this Contract, or by the law of Anguilla, or in the Athens Convention, are legally unenforceable, then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause of whatsoever nature not shown to have been caused by the Carrier's own negligence or fault.
- c. Should any provisions of this Contract be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a Court of competent jurisdiction, such provision shall be deemed to be severed from the Contract and of no effect and all remaining provisions herein shall remain in full force and effect and constitute the Contract of Carriage.

22. INSURANCE

Passengers are responsible for carrying and paying all costs and expenses incurred as a result of own injury, illness, hospitalization, medical treatment, repatriation etc. during or in connection with your travels/ journey. Please note that there are no doctors on board the ships.

We recommend that you take out adequate travel and accident insurance and other relevant insurances covering your booking and travels/journey by an officially rated and reputable insurance company. It is your responsibility to ascertain that you are covered by relevant and necessary insurance. We recommend that your insurances at least cover costs and expenses in case of injury, illness, medical treatment, hospitalization, and repatriation during stays abroad, together with cover for lost or damaged luggage (including your car), and any changes to or cancellation of your booking and travels/journey.

The Carrier cannot be held responsible for any lack of insurance or inadequacy in coverage or any costs and expenses you may incur in connection with the aforesaid.

This terms and conditions is in effect as of the most recent update. We encourage you to periodically review this page for the latest information on our terms and conditions.