



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 Woodmead North Office park, Building 5, 54 Maxwell Drive, Woodmead, Gauteng, operates ocean cruises (“Cruise/s”) departing and/or returning to ports within the Republic of South Africa and/or internationally.
- 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 MSC offering and selling “Package/s” incorporating cruise travel, 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 its terms relating to carriage, namely, the Contract of Carriage (“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 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 Cruises on ships operated by it, MSC does so as the carrier (“the Carrier”) on the terms contained within the Contract of Carriage. The Contract of Carriage follows these STCs and can also be accessed at www.msccruises.co.za. The Contract of Carriage forms part of the Cruise Ticket which will be issued to the Passenger. The carriage of any Passenger is strictly subject to the terms and conditions of the Contract of Carriage.
- 1.4. **All bookings made and any Cruise Tickets and Additional Services purchased, whether directly from MSC or through a Travel Agent/Group Organiser/Charterer (as defined in the relevant additional agreements relating thereto) are subject to the terms and conditions contained herein together with the Contract of Carriage and any other terms and conditions prescribed by MSC from time to time.**
- 1.5. **Your attention is specifically drawn to the clauses (or part thereof) typed in bold print and/ or underlined.**
- 1.6. **Please take note that 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, as well as limit or exclude the liability of the Company and/or Carrier and limit your legal rights.**
- 1.7. You are directed to have consideration of 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, liability or provide any warranties or representations 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, loss or otherwise 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.**
- 1.8. **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.**
- 1.9. **MSC relies on the authority of the person making the booking to act on behalf of all passengers forming part of the booking. Any person acting on behalf of another hereby agrees and accepts that they are authorised to do so and confirms that they have the authority to accept and bind those persons to the Passage Contract. The person making the booking will serve as the sole point of contact with MSC, unless MSC, in its sole discretion, elects otherwise.**
- 1.10. If you book a Cruise, purchase a Cruise Ticket and/or any Additional Services, through a Travel Agent, Group Organiser or Charterer (as defined in the relevant additions agreements relating thereto), you agree that the person or company acting as either, is not an agent of MSC. Accordingly, bookings and/or money handled by the Travel Agent, Group Organiser or Charterer 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, Group Organiser or Charterer, as may be applicable. MSC shall not be responsible for any representations, insolvency or other conduct of a Travel Agent, Group Organiser or Charterer, including but not limited to any failure to remit any payment to MSC, or to refund, reimburse or return amounts to you. You agree that receipt of any refunded, reimbursed or returned amounts, or notices by the Travel Agent, Group Organiser or Charterer, including the Passage Contract, shall constitute receipt by you.**
- 1.11. **In the event of the Travel Agent, Group Organiser or Charterer signing the Passenger Registration Form on your behalf, you confirm and warrant their authority to do so and you agree to be bound by all the terms and conditions thereof. In addition, the Travel Agent, Group Organiser or Charterer in so signing the Passenger Registration Form warrants their/its authority to do so on behalf of the Passenger and that the STCs and Passage Contract were drawn to the attention of that Passenger.**

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

- 1.12. 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:
- 1.12.1. may limit the risk or liability of MSC or a third party; and/or
- 1.12.2. may create risk or liability for the Passenger; and/or
- 1.12.3. may compel the Passenger to indemnify MSC or a third party; and/or
- 1.12.4. serves as acknowledgement, by the Passenger, of a fact.
- 1.13. **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).
- 1.14. **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.**
- 1.15. **Please take note that the STCs contained specific provisions relating only to World Cruise, International Cruises, or Yacht Club throughout.**
- 1.16. **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 –

- 1.16.1. **"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, subsidiaries, 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.
- 1.16.2. **"Cruise"** means the transport by sea and stay onboard the MSC vessel 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, Pomene Island, and/or as otherwise determined by the Company and dependent on the selected itinerary, remains and subject to the terms and conditions contained herein.
- 1.16.3. **"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.
- 1.16.4. **"Unavoidable and/or Extraordinary Circumstances"** means events or factors beyond MSC's or the Carrier's control or factors not reasonably foreseeable or not reasonably preventable by MSC or the Carrier, 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; civil disturbances; rebellion; revolution; insurrection; military or usurped power or confiscation; terrorist activities; malicious damage to property; strikes or any industrial action/disputes; natural and nuclear disasters; epidemics; pandemics; health risks; nationalisation; government sanction; blockage; embargo; labour dispute; strike; lockout or interruption or failure of supply (including, electricity and communications) or any unforeseen technical problems (including with transport, such as changes to rescheduling or cancellation or alteration of flights, closed or congested airports or ports); government action; compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures; accident; fire; piracy; collusion; grounding; failure of subcontractors to perform.
- 1.16.5. **"Official Website"** means the set of related web pages, documents and hypertext links served from the web domain www.msccruises.co.za.
- 1.16.6. **"Package"** means the cruise, flights 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.
- 1.16.7. **"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 where applicable, may refer to the 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.
- 1.16.8. **"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 or onboard its vessels.
- 1.16.9. **"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, although such periods or dates may be changed at MSC's sole discretion.
- 1.16.10. **"Summer Cruise Season"** shall mean International cruises scheduled by MSC for departure during the Northern Hemisphere summer months, so that "MSC Summer Cruise Season 2022" shall mean cruises scheduled to be undertaken during the European Summer of 2022.

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- 1.16.11. **“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 / PACKAGES**

**Further terms applicable to Packages (including, pre-paid onboard packages) and Shore Excursions can be located on MSC's Official Website*

- 2.1. In addition to your Cruise Ticket, you may wish to purchase Additional Services such as air tickets, hotel accommodation, 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– 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 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 and/or under the terms of any memorandum of understanding (“MOU”) between MSC and the Service Provider. Such terms and conditions and/or any applicable MOU, are available on request from MSC. MSC has no direct control over Service Providers and/or its services/activities. **MSC is not liable for any action, omission, default or otherwise of a Service Provider.** You must read and take note of the terms of the Service Provider, including, any limitations of liability that may exist in terms of a Service Providers terms and conditions, any other 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, death or otherwise 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 from the Service Provider for any such loss, damage or otherwise. MSC's liability shall never exceed that of the Service Provider.**
- 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.

TENDER BOATS

- 2.11. **All excursions that entail disembarkation ashore using a tender or any similar craft, can be hazardous and Passengers must carefully consider their own age and/or any physical limitations before electing to participate in such an excursion which is at their own risk.**
- 2.12. **Passengers with disabilities or reduced mobility may be refused usage of the tender or any similar craft by the Master or any of his officers if there is any doubt as to the safety of any Passenger. It is acknowledged that such refusal is in the interests of the relevant Passenger and shall not warrant a cancellation, change or otherwise which gives rise to a refund, compensation, liability or otherwise.**
- 2.13. Wheelchairs, mobility scooters or other device used for mobility/comfort will not be carried by the crew into the tender. All Passengers must be independently mobile enough to use the tenders.
- 2.14. MSC is not liable for any loss, injury, death, damage or otherwise which anyone may suffer as a consequence of the use of the tender or any similar craft.

FLIGHTS

- 2.15. The Passenger will be informed of the identity of the carrying airline, the aircraft type, airline and/or the Service Provider, to use or to execute any Additional Service, Package or otherwise in respect of flights as soon as the Company becomes aware of such identification details. All flights will be operated on scheduled or chartered services of recognised air carriers. Air ticket payments usually need to be made by the Company in advance and are not normally refunded by the air carrier. Any booking, tickets, payment or otherwise of the air carrier remain subject to the carrier's own terms and conditions.

PROPRIETOR: MSC CROCIERE S.A. (INCORPORATED IN GENEVA, SWITZERLAND), S.A. REG NO 2012/165726/10
“MSC CRUISES” IS THE REGISTERED TRADEMARK OF MSC MEDITERRANEAN SHIPPING COMPANY HOLDING SA

JOHANNESBURG: Tel 011 844 6073 - DURBAN: Tel 031 303 3572 - CAPE TOWN: Tel 021 555 3005 -
www.msccruises.co.za.

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- 2.16. The Passenger will receive confirmation of flight timings and routes with their travel documents, which will be sent out approximately 14 (Fourteen) days before departure. It is the Passenger's responsibility to ensure arrival at the particular airport in sufficient time to check in, to board the aircraft and to comply with the carrier's and other travel requirements.
- 2.17. Passengers must note that not all medical equipment can be carried or used onboard an aircraft, and Passengers must confirm and independently arrange the use and carriage of the applicable medical equipment with the airline and/or Service Provider directly, prior to travel.
- 2.18. For travel on dates other than those published in the Company's brochure and/or on the Company's Official Website or on a particular air carrier or routing, a higher fare may apply in which case the Passenger will be notified before booking and shall be responsible for such payment.
- 2.19. **All air travel is subject to the conditions of carriage of the airline / Service Provider, which conditions can be provided on request.**
- 2.20. **The Company does not bear any affiliation with the particular airline / Service Provider providing the air carriage concerned, thus, any obligations and/or claims relating to cancellation, delay, denied boarding or otherwise in respect of air carriage must therefore be made directly to the relevant airline / Service Provider. The Company shall have no liability in respect of cancellation, delay, denied boarding or otherwise in respect of air carriage, with such liabilities being entirely those of the relevant airline / Service Provider.**
- 2.21. If the Passenger's booking with the Company does not include flights, it is the Passenger's responsibility to obtain a valid ticket directly from a suitable air carrier, which can provide carriage to the vessel timeously (including all local transfers), as necessary. The Company shall not be responsible for any liabilities arising in respect of flights or transfer arranged by the Passenger.

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 are also available on our website www.msccruises.co.za).
- 3.2. The Booking Confirmation is confirmation from MSC 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 and any other applicable amounts 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 for Yacht Club bookings or R6,000.00 per cabin on Peak Season Christmas and New Year cruises), or any other amount that is required as deposit by MSC from time to time, 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 EFT into the bank account set out in the Booking Confirmation, or available on request from the MSC branch where your Cruise booking was made. In the case of World Cruise, full payment of the Package Price must be paid by no later than 90 (ninety) days of Departure Date.
- 3.6. A deposit of 15% of the Package Price is applicable to World Cruises and payment thereof will be required within 7 (seven) days of the Booking Confirmation ("**Purchase Period**", as applicable to World Cruises) to secure the World Cruise booking.
- 3.7. **If you do not pay the full amount set forth in the Booking Confirmation within the Purchase Period, or by return the same day in respect of Cruises within 75 (seventy five) days of the Departure Date, 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/or any Additional Services, you will be required to request a new Booking Confirmation from MSC. The following is applicable in circumstances contemplated in this clauses 3.5 and 3.6: -
 - 3.7.1. **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;**
 - 3.7.2. **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

- 3.8. If you want to book a Cruise Ticket and/or any Additional Services less than 75 (seventy-five) days before the date when the Cruise is scheduled to commence, you must immediately after Booking Confirmation has been sent to you and by return the same day:
 - 3.8.1. complete and submit to MSC the Passenger Registration Form ("**Passenger Registration Form**") available online at www.msccruises.co.za; and
 - 3.8.2. pay the full amount of the Package Price to MSC.

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- 3.9. If clause 3.8 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.**

PRIOR CONDUCT OF PASSENGER

- 3.10. MSC reserves the right to reject or cancel a booking (irrespective of the stage or advancement thereof), without liability, made by or on behalf of a former Passenger(s) or where a former Passenger(s) who, during a previous cruise, holiday, engagement or otherwise with MSC:
- 3.10.1. behaved dangerously for their safety and/or the one of other Passengers, crew members or any other person;
 - 3.10.2. damaged and/or endangered Company's assets or the assets/belongings of any other person;
 - 3.10.3. did not solve outstanding debts with the Company; and/or
 - 3.10.4. violated the Passage Contract and/or any reasonable rules, mandates, instructions, policies and otherwise of MSC, the Carrier, the Master and/or the vessel.

OCCUPATION OF BERTHS AND CABINS

- 3.11. A single Passenger shall not have the right to exclusive occupancy of a cabin with two (2) or more berths unless they have paid the supplement applicable for exclusive occupation.
- 3.12. MSC has the right to assign another cabin at any time, as long as it has similar characteristics. If there is a change in accommodation to a lower-priced cabin, the Passengers affected by such change will only be entitled to a refund of the price difference, according to the rates applicable at that time and/or subject to MSC's refund policy.

ELECTRONIC WEBSITE BOOKINGS & COMMUNICATIONS

- 3.13. 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.**
- 3.14. **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.**
- 3.15. **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** after verification by MSC of the details of the booking and payment has been received by MSC, which is to be sent by electronic means, usually **within 72 (seventy-two) hours of the Booking enquiry or soon as reasonably possible.**
- 3.16. The booking site and/or the 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.

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 in respect of the cancelled Cruise booking.
- 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 3.8, 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 of submission and that all information corresponds correctly with your passport and/or identity document (depending on which is required for your particular Cruise).** See clause 18 for further details regarding passports and/or identity documents.
- 5.3. **MSC accepts no liability whatsoever for incorrect or incomplete information supplied to it by the Passenger or their representative. Incorrect or incomplete information, or information that does not correspond with the valid passport or identity document (depending which is required for the**

particular Cruise) will result in the Passenger not being permitted to embark the vessel, and their non-participation as a result of this will be regarded as a cancellation with the relevant cancellation fees applied.

- 5.4. You agree that MSC may use the information which you share with it to provide you with marketing material including relating to the Cruises, Additional Services and theme cruises which MSC has on offer from time to time or promotes 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.
- 5.5. The personal information shared on the Passenger Registration Form, which is completed online is governed by our 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.
- 5.6. 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 or for purposes recognised in law, such as, enabling MSC to perform in terms of its contract with you.
6. **MAKING BOOKINGS FOR OTHER PEOPLE**
- 6.1. By booking Cruise Tickets and/or 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 has been 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**, unless MSC, in its sole discretion, elects otherwise.
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/or 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 the full Deposit or any such retained portion thereof.
- 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 clauses 15 and 24 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. **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.**
- 7.7. **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 the 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"):** 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; and
- 8.1.5. **A travel insurance premium ("Insurance Premium")** for the travel insurance as explained in clause 12 below.
- 8.2. **The Hotel Service Charge is a compulsory charge levied for staff gratuities, expressed as a daily rate, the amount of which differs from cruise to cruise depending on various factors, but will generally be reflected in the Booking Confirmation.** The applicable rate for the cruise for which you intend to book can be requested in writing from MSC. Whilst in the normal course this charge will be included in a Package Price and be pre-paid, if for any reason it has been omitted from the Booking Confirmation, Package Price or lump sum price quoted and / or collected or pre-paid prior to embarkation, due to any error

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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 your booking (or any portion thereof) is paid by way of a personal loan, you acknowledge that you will be bound by those separate terms and conditions of the credit provider. Despite this, those terms and conditions of MSC's Passage Contract and those other policies, rules, mandates and as otherwise issued by MSC from time to time will continue to apply to your booking and/or travel with MSC. In the premises, you specifically acknowledge that in the event of a cancellation of your booking or retention of any amounts by MSC for whatsoever reason, you will still remain liable for any amounts due in terms of those separate terms and conditions of the credit provider.**
- 8.6. **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 may retain the full Deposit (or a portion thereof), or may recover the full or a proportion of the Cruise Fare payable**
- 8.7. 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
- 8.8. 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. **MSC will not redeem any drinks vouchers purchased during or before the 2022/2023 local cruise season beyond the 2023/2024 local cruise season. Passengers can purchase all-inclusive beverage packages before or during the Cruise. For more information and terms on MSC's beverage packages, please visit MSC's official website at: <https://www.msccruises.co.za/on-board/dining-and-drinks/drinks-packages>**

10. **ONBOARD ACCOUNTS**

- 10.1. During the Cruise you may wish to make purchases from the onboard 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 onboard purchases. The ship is a cashless environment and when making on board purchases, you will do so using your Cruise Card. The onboard casinos only accept cash for gambling purposes.
- 10.3. **All of your onboard purchases are recorded on an onboard 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 onboard 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 onboard 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 onboard 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. On the last night of your Cruise, MSC will endeavour to deliver 2 (two) copies of an invoice for your on board account transactions to your cabin.
- 10.6. You must check the onboard 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 typically 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 onboard account and should your onboard purchases exceed the deposit paid, the balance due on your account must be paid in cash before you leave the Cruise ship, alternatively should your deposit made exceed your actual 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 on board account 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.

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- 10.11. In the unlikely event that you have a complaint regarding an onboard 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 and limit the recourse available to you (if any).
- 10.12. When purchasing any items on board you will need to refer to the onboard purchase policy relating to the specific item you are purchasing. **MSC is not liable for any loss, damage, costs, injury, illness, harm, death or otherwise which you may suffer from or incur as a result of any purchase of items/merchandise on board. 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 on board 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, costs of fuel, or as may otherwise be necessary or warrant an increase. Any increase in the Cruise Fare will be in direct proportion to the increase in such exchange rates and/or fuel costs, or otherwise.**
- 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 is the legal contract between MSC Cruises S. A. and a third-party insurer. The benefits of the policy are extended to you (the qualifying insured Passenger in terms of the third-party insurer's policy or requirements). The insurance policy will be attached to the Booking Confirmation, alternatively, can be located at MSC's Official 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.**
- 12.3. Should you for any reason not be covered by or be regarded by the MSC's third-party insurer 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. **In the event of conflict between any this clause and any schedule of benefits provided by us, the Insurance Policy, the interpretation of the Insurance Policy will take precedence.**
- 12.5. **The Insurance is subject to the cooling off period in clause 4.**
- 12.6. **Any refunds by MSC referred to in these STC's exclude the amount of the Insurance Premium.**
- 12.7. **MSC is entitled (but not obliged) to refuse to allow you on board a Cruise unless you have the insurance cover or the alternative cover as referred to above.**
- 12.8. Travel insurance referred to in clauses 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 and 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 a reasonable fee and payment of the difference in Cruise Fares and other administrative and other applicable fees.
- 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 Cruise Ticket has been issued, you must request such change, 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 clauses 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 administrative fees for changing your Cruise Booking, including but not necessarily limited to:**

LOCAL SOUTH AFRICAN CRUISE SEASON 2022/23

Experiences	Timing	Name Changes	Cruise date Changes
Bella	Up to 75 days before the sailing date	R700 per person	R500 per person
	75-45 days before the date when the cruise is scheduled to begin	R700 per person	No changes permitted
	44-30 days before the date when the cruise is scheduled to begin	R700 per person	No changes permitted
	29-16 days before the date when the cruise is scheduled to begin	R700 per person	No changes permitted
	15 days or less before the date when the cruise is scheduled to begin	R700 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	R700 per person	1 free of charge
	75-45 days before the date when the cruise is scheduled to begin	R700 per person	No changes permitted
	44-30 days before the date when the cruise is scheduled to begin	R700 per person	No changes permitted
	29-16 days before the date when the cruise is scheduled to begin	R700 per person	No changes permitted
	15 days or less before the date when the cruise is scheduled to begin	R700 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 and fees, refer to our website www.msccruises.co.za**

- 13.6. Any changes that 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 (1) 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 clause 13.3 and 16.4 to which provisions any transfer of any Cruise Booking whatsoever is or are strictly subject.

14. BOOKING CHANGES MADE BY MSC

- 14.1. **You acknowledge that 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 Unavoidable and/or Extraordinary Circumstances, and therefore MSC expressly reserves the right to make changes as necessary or advisable. It may also be necessary for MSC to change the date, time or otherwise 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 through a representative, MSC will notify your representative) 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 clauses 14.5 and 16.4 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 those instances detailed at clause 14.1 and must 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)

**For cancellations relating to Yacht Club, please see clause 25.*

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 (as dealt with further 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 typically 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 STCs, you will not be entitled to any refund, compensation or otherwise 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. **MSC shall not be liable for additional compensation or loss, damage or costs which you may suffer if (i) the cancellation is due any Unavoidable and/or Extraordinary Circumstances and/or any unusual or unforeseeable circumstances beyond MSC's control; or (ii) the number of Passenger is smaller than 50% (Fifty Percent) of the Passenger capacity of the Cruise ship.**

16.3. **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.**

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- 16.4. Notwithstanding the foregoing and the provisions of clauses 13 and 15, should MSC, at their sole discretion agree to transfer 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).
- 16.5. **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.**
- 16.6. **MSC shall not be liable for any loss, costs or damages which you may suffer as a result of an event or factor relating to Unavoidable and/or Extraordinary Circumstances or for acts or omissions of any persons for whom MSC is not responsible or, MSC is required to cancel your Cruise.**

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

- 17.1. The Cruise ship is scheduled to travel the route ("**Travel Route**") and stop at the ports of call ("**Ports**") specified in the Cruise Booking.
- 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 Unavoidable and/or Extraordinary Circumstances. MSC cannot accept liability or pay compensation where performance (prompt or otherwise) is prevented or affected in these circumstances.**
- 17.5. **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.**
- 17.7. **MSC may change the Travel Route and/or Ports at which the Cruise Ship calls or stops if the Master considers it necessary to do so for any reason.**
- 17.8. 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.
- 17.9. 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.
- 17.10. **MSC shall not be liable for any loss or damages which you may suffer if for any reasons beyond MSC's control:**
- 17.10.1. you have to board the Cruise Ship at a different Port;
- 17.10.2. 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;
- 17.10.3. 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;
- 17.10.4. the Cruise Ship is substituted by another ship or mode of transport; and/or
- 17.10.5. 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 validity period) and the requirements for travel outside of Southern Africa (including, immigration, customs, health, immunizations and inoculations), and to comply therewith; and
- 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. **Minors must travel accompanied by their parents or a legal guardian.** If one of the traveling minor's parents is not travelling, a signed authorisation letter, affidavit or as otherwise required to be made in accordance with the laws of the country where the minor resides, from the absent parent authorising the minor to travel must be provided at the moment of booking. Minors, in terms of the South African classification, refers to passengers under 18 years of age in terms of the South African classification, however, this classification may differ from Port to Port and it is the responsibility of the adult Passenger to determine the specific requirements per scheduled Port.
- 18.5. **If the minor is travelling with Passengers that are not his parents or legal guardians, MSC shall require, at the moment of booking, a document signed by the parents or legal guardian authorising the minor to travel with a chaperone or a designated individual, in accordance with the laws of the country where the minor resides and/or MSC's policies or requirements as issued from time to time.**

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- 18.6. 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.
- 18.7. 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.
- 18.8. 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 Ticket contains 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. Any relevant carriage by means of other forms of transport such as air, rail, road or river provided by third party Service Providers (whether in terms of any Package, 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/or the Carrier and to their entitlement to limit that liability. Some of the relevant clauses that we wish to bring to your attention are the following (this is not an exclusive list and all terms of the Contract of Carriage must be read carefully): -
- 20.3.1. Clause 8 – Luggage and Personal Property;
- 20.3.2. Clauses 11 to 13 – Medical Devices, Disabled Passengers and Passengers with Reduced Mobility, Medical Assistance on Board the Ship and Fitness to Travel;
- 20.3.3. Clause 18 – MSC and/or the Carrier'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. Where applicable, you need to take careful note of its content and the limitations of liability;
- 20.3.4. Clause 19 – 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; Clause 8 – Luggage and Personal Property.

21. **CHOICE OF LAW / JURISDICTION**

- 21.1. These STC's shall be governed by the law of the Republic of South Africa, unless indicated otherwise.

22. **VARIATIONS TO BOOKING TERMS AND CONDITIONS FOR 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**

- 22.1. For purposes of this section 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 point 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."
- 22.2. In respect of International Cruises, the provisions of clauses 13 and 15 of these STCs shall not apply. The provisions applicable to any requested booking changes and cancellation of International Cruises are set out in the clauses 23 and 24 below. The conditions for cancellation of a World Cruise are set out in clause 26 below.

23. **YOUR REQUESTED BOOKING CHANGES FOR INTERNATIONAL CRUISES**

- 23.1. 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.
- 23.2. You will be liable to pay to MSC any difference (if applicable) in the Cruise Fare of your current Cruise Booking and the requested new Cruise Booking as well as any applicable administrative fees (as well as a re-issuance fee as determinable from time to time in accordance with the Company's policies).

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

FROM WINTER 2023/2024			
Experiences	Timing	Name Changes	Cruise date Changes
Bella	Up to 30 calendar days before the sailing date	R700 per person	R1000 per person
	29 calendar days and less before departure	No change permitted / considered a cancellation	No change permitted / considered a cancellation
*Fantastica / Aurea	Up to 30 calendar days prior to departure	R700 per person	MSC will not charge for 1 (one) date change but will charge R1000 per person if a date change is requested more than once.
	29 calendar days and less before departure	No change permitted / considered a cancellation	No change permitted / considered a cancellation

*If a cruise move is performed the new travel date has to be within 90 calendar days after the original date booked.

**Where necessary MSC will also charge a re-issuance fee.

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

- 23.4. If Passengers wish to **change the Cruise for a substituted alternative Cruise**, this can **only be done with a requested change to another cruise and the requested substituted cruise must depart no later than 90 (ninety) calendar days from the original Cruise Departure Date.**
- 23.5. 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 onboard benefits (for example – credit, upgrades, drinks package and so forth).** 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).
- 23.6. 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 23.3). The third party shall be bound by these STCs including any cancellation charges that may arise after transfer of the Cruise Booking.**

24. **CANCELLING YOUR CRUISE BOOKING (APPLICABLE TO INTERNATIONAL CRUISES)**

**For cancellations relating to Yacht Club, please see clause 25.*

24.1 **Cancellation of a Cruise Booking must be requested in writing (sent by registered letter, email, or fax) to MSC. All original Cruise 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

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

Cruise No. of Nights	Date of cancellation	Cancellation charge
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

24.2 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.

25. **CHANGES OR CANCELLATION OF YACHT CLUB (FOR LOCAL SOUTH AFRICAN COASTAL CRUISES AND INTERNATIONAL CRUISES)**

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

FROM WINTER 2023/2024			
Experiences	Timing	Name Changes	Cruise date Changes
Yacht Club	Up to 30 calendar days prior to departure	R700 per person	MSC will not charge for 1 (one) date change but will charge R1000 per person if a date change is requested more than once.
	29 calendar days and less before departure	No change permitted/ considered a cancellation	No change permitted/ considered a cancellation

*Where necessary MSC will also charge a re-issuance fee.

**If a cruise move is performed, the new travel date has to be within 90 calendar days after the original date booked.

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

25.2. **Cancellation of a Cruise Booking must be requested in writing (sent by registered letter, email or fax) to MSC. All original Cruise 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:**

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 and charges, refer to our website www.msccruises.co.za

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25.3. 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.

26. **YOUR REQUESTED BOOKING CHANGES FOR WORLD CRUISES**

- 26.1. If you wish to change the name/Passenger of a Cruise Booking and/or the Cruise dates for which you have booked, you must notify MSC of your requested change in writing. Please note that any name change request received within 7 (seven) days of the Departure Day will be considered a cancellation with the relevant cancellation charge applicable. If a cruise move is required, MSC must receive the request not later than 90 (ninety) days before the original Cruise Booking's Departure Date and the new travel date must fall within 90 (ninety) days after the original Departure Date.
- 26.2. Any cruise move request relating to World Cruise will trigger the loss of the deposit equal to 15% (Fifteen Percent) of the Package Price.
- 26.3. You will only be permitted to change from one World Cruise to another World Cruise. A World Cruise cannot be changed for a local Cruise or international Cruise.
- 26.4. You will be liable to pay MSC any difference (if applicable) in value between your current and requested World Cruise as well as the deposit for the new World Cruise and any applicable administrative fees as well as a re-issuance fee.
- 26.5. 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 will only be offered as onboard benefits only (such as: credit, upgrades, drinks package and so forth). 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).
- 26.6. All requests for a cruise move remain **subject to availability**.

27. **CANCELLING YOUR CRUISE BOOKING (APPLICABLE TO WORLD CRUISE)**

27.1. Cancellation of booking must be requested in writing (sent by registered letter, email or fax) to MSC. All original Cruise 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 2023, 2024, 2025

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

WORLD CRUISE 2026

Date of Cancellation	Cancellation Charge
90 days or longer	15 % of total Package*
89 - 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 and charges, refer to our website www.msccruises.co.za

28. **GENERAL**

- 28.1 Should there be any conflict within the Passage Contract, the STCs and Contract of Carriage will take precedence.
- 28.2 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify, the terms of this Agreement nor any clause hereof.
- 28.3 **“Day”** means any calendar day and shall include the plural, where appropriate.
- 28.4 Each of the terms herein shall be separate divisible terms and if any 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 Passage Contract as a whole.

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- 28.5 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 as you will be bound by those terms and conditions in place at the time.**
- 28.6 The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word/s "including" or "includes" or "in particular" or "inter alia" (but to mention a few) and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.
- 28.7 No indulgence, extension of time, relaxation or latitude which any party ("the grantor") may show, grant or allow to another ("the grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or estopped from exercising any of its rights against any grantee which may have arisen in the past or which might arise in the future.
- 28.8 No variation of any of the terms thereof, shall be of any force or effect, unless in writing and where necessary, signed by MSC.
- 28.9 Any expression denoting one gender, shall include the other genders.
- 28.10 The singular shall include the plural and vice versa.