

# Passage Contract

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## PASSAGE CONTRACT

**IMPORTANT NOTICE: THIS PASSAGE CONTRACT SETS OUT THE TERMS THAT GOVERN THE RELATIONSHIP, RESPONSIBILITIES AND LIABILITIES AS BETWEEN ALL PASSENGERS AND THE CARRIER AND IS BINDING ON THE PARTIES INCLUDING MINORS.**

THIS CONTRACT CONTAINS IMPORTANT LIMITATIONS ON THE RIGHTS OF ALL PASSENGERS. IT IS IMPORTANT THAT YOU READ ALL THE TERMS OF THE CONTRACT AND PAY PARTICULAR ATTENTION TO ARTICLE 10 WHICH CONTAINS IMPORTANT LIMITATIONS ON THE CARRIERS' LIABILITY AND YOUR RIGHT TO SUE THE CARRIER, ITS AGENTS AND EMPLOYEES.

This contract describes the terms and conditions which are legally binding upon the passenger. Purchase of the ticket for the cruise for which this passenger contract is issued, whether or not signed by the Passenger, shall constitute agreement by the Passenger, on behalf of himself, and all other persons travelling under this passenger contract, including any accompanying minors or other persons for whom the passenger contract is purchased. In addition to conferring benefits on the Passenger, the passenger contract, is binding on Passenger's spouse, heirs, executors, administrators, and legal representatives, dependents and next of kin. Passenger agrees to abide by the terms and conditions appearing below. The terms and conditions of this shall apply to persons who embark the vessel and to those persons who have booked a cruise, regardless of whether or not they have embarked the vessel.

PLEASE READ ALL SECTIONS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS, PARTICULARLY ARTICLE 9, "LIMITATIONS ON LEGAL LIABILITY, INTERNATIONAL CONVENTIONS AND VENUE," AND ARTICLE 10, "LIABILITY AND LIMITATION OF LIABILITY," which limit your ability to sue and recover from the Carrier. Sections 9 and 10 provide information regarding limiting the Carrier's liability for death, illness or personal injury, as well as limiting the carrier's liability for damage claims relating to baggage and personal property and provide information regarding required pre-suit notice to the carrier, and the time limitation in which to sue and specifies that any lawsuit must be filed in England pursuant to the laws of England.

## DEFINITIONS

**"Company"** means Hebridean Island Cruises Limited.

**"Contracting Carrier"** means Hebridean Island Cruises Limited or any other entity which has sold the Cruise to the Passenger as principal.

**“Performing Carrier”** includes the owner or any charterer, whether bareboat/demise charterer, time charterer, sub charterer or operator of the vessel and or technical or crew managers or any other entity which performs part or all of the carriage. References to “Carrier” is a reference to all or any of the above.

**“Cruise-Tour”** means a combination of ocean carriage with non-ocean carriage which is purchased from the Carrier.

**“Vessel”** means the ship or any substitute vessel upon which passenger has booked passage and/or embarked or any other passenger against which Passenger may assert a claim.

**“Cruise”** means the Voyage from the port of embarkation to the port of disembarkation.

**“Force Majeure”** means the impossibility of performance due to an Act of God, or the act of a superseding and/or intervening event beyond the control of the Carrier. It includes war, or war-like conditions, terrorist activities, breakdown, fire perils of the seas, storms, “foundering” or other weather related occurrences, earthquake, fire, flood, vandalism, destructive acts of God or of government, political disturbances, legislative enactments, embargo, riot, civil commotion, regulatory interference, strikes, lockouts, shortages, industrial and labour disputes and all other causes beyond the reasonable control of the Carrier.

**“Passage Contract”** means this “Contract,” or “Passenger Contract,” which is a legally binding between Passenger and Carrier.

**“Passenger”** means each and any person travelling hereunder, including any persons travelling with the person or persons named on the ticket or carried according to this Contract. The benefits and limitations of this Ticket shall equally apply, be binding upon and be effective against, any claims brought by the heirs, successors, legal representative and/or assigns of Passenger.

**“Shipping incident”** means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship; “Ticket” means the document permitting Passenger to embark on the Cruise.

**“Travel Package”** means your travel arrangement including air, pre and post-cruise tours, local transfers, and other services which may be provided by travel agencies and other than the Company.

The Carrier bears responsibility to you in respect to the cruise, which is only from the time you embark the vessel until the end of the ocean voyage. The tour operator or other Travel Package provider is responsible for the non-cruise aspect of the Travel Package.

## **ART. 1 CRUISE IS NON-TRANSFERABLE**

The cruise booking and any documents issued are non-transferable and are valid only for the Passenger or Passengers for whom it is booked and for whom the tickets are to be issued, for the date and for the Vessel indicated (or any substitute vessel the Carrier may designate), and cannot be sold, transferred, or assigned to any other person or persons.

## **ART. 2 NO AMENDMENT OF PASSAGE CONTRACT AND SEVERABILITY OF CONTRACT TERMS**

No amendments of this Passage Contract shall be valid unless made in writing and signed by a Director of the Carrier. Should any of the terms of these Conditions of Passage be deemed invalid, illegal, or unenforceable, that term, or part thereof, shall be severed and the invalidity of any one or more provisions shall not impair the validity of any other provision, or of these Conditions of Passage as a whole and all remaining provisions herein shall remain in full force and effect.

## **ART. 3 CANCELLATION OF PASSAGE CONTRACT**

The Performing Carrier reserves the right to cancel, advance or postpone any Cruise at any time prior to the scheduled sailing date and is under no obligation except in the event of cancellation, you will receive a full refund of any payments received by the Contracting Carrier. In addition, situations may arise which, in the opinion of the Carrier make it necessary to change itineraries or make substitutions or omissions, involving hotels, ports of call, restaurants, other travel components, vessels or other modes of transportation, whether before or after the sailing of the vessel, without previous notice to the Passengers. If this should occur, the Carrier does not assume responsibility or liability for any losses, inconvenience or expenses incurred by Passengers as a result, except as detailed in the Passage Contract. The Carrier is not required to make refunds once travel commences regardless of the reason the Passenger is unable to complete their travel. If the Company cancels a cruise before the scheduled departure date, it will offer, when possible, a subsequent alternative departure of a similar standard (which must be accepted in writing within 14 days of the offer being made). or the choice of a full refund of all monies.

The Company also reserves the right to cancel any cruise given written notice at least eight weeks before departure if sales of that departure have not reached 70% of capacity. If such should occur, the Company will offer, when possible, a subsequent alternative departure of a similar standard (which must be accepted in writing within 14 days of the offer being made) or the choice of a full refund of all monies paid.

In any of the circumstances mentioned above, the Company shall not be liable to pay any compensation, nor shall Passengers have any further claim against the Company. If the Passenger wishes to cancel the booking made directly with the Contracting Carrier, written notice of cancellation must be sent to the Contracting Carrier. Any refund Passenger may be entitled to will be based on when the required notice of cancellations is received by Carrier and the number of days before the scheduled sailing date that notice is received.

*If Company receives notice after the payment of deposit, the passenger loses the deposit*

*If Company receives notice within 83 days before departure, the passenger loses 100% of the invoiced charge*

Cancellation charges will apply in accordance with the passenger's terms and conditions of contract regardless of the reason for cancellation. Carrier shall not be liable for any refund to Passenger for lost Tickets, or Tickets wholly or partially not used by Passenger. No refund will be issued for a voluntary or involuntary termination by the Passenger of a cruise or a tour in progress. Changes in the identity of any Passenger as well as changes in the departure dates are considered reservation cancellations and are subject to the foregoing cancellation fees. Separate insurance or cancellation charge waiver provisions may be available through a travel agent or through Contracting Carrier.

## **ART. 4 ALTERATION OF OR MODIFICATION OF CRUISE, NON-USE BY PASSENGER**

(a) Carrier reserves the right to alter, advance, cancel, or postpone any cruise at any time prior to the scheduled sailing date and is under no obligation to Passenger, except in the event of cancellation, to refund any payments received. If the entire Cruise is cancelled by Carrier for any reason, Passenger shall have no claim for damages other than for a full refund of the cruise fare paid by the Passenger from the contracting carrier. Additionally, Carrier reserves the right, without previous notice to Passengers, to change itineraries or make substitutions or omissions involving, hotels, ports of call, restaurants, vessels, other travel components, or other modes of transportation. Under such circumstances, Carrier shall not be liable for any losses, inconvenience, or expense incurred by Passengers as a result, except as otherwise specified in the Passage Contract. If the Cruise has commenced and Passenger, for any reason, is unable to complete the Cruise, Carrier shall not be liable to Passenger for any refund.

(b) If, in its absolute discretion, Carrier considers it necessary to transfer Passenger from one cabin accommodation to another, it may do so. In the event of such an occurrence, Passenger's fare will be adjusted accordingly, considering the difference in the fare in the cabin.

(c) The Company may at its discretion offer Passengers at the time of booking a guaranteed cabin booking (a 'Guarantee Cabin") Under such offers, a Passenger is guaranteed to receive a cabin of a specified type although the precise location of the cabin is at the Company's discretion.

(d) The Company may at its discretion upgrade a Guarantee Cabin to a higher category cabin at no additional cost to the Passenger. The Company may allocate specific cabins under guarantee offers at any time up until the Passenger arrives on the vessel in the port of embarkation. Once Guarantee Cabins have been allocated, the Company is unable to accept Passenger change requests. If Passengers book two back-to-back cruises and one or more cruise includes Guarantee Cabins, it is possible that Passengers may be allocated different cabins on each cruise and may need to move between cabins on changeover days(s).

(e) There are no cabins designed and let on a single occupancy basis. Solo guests requesting a double cabin for single occupancy (Lower and Standard Decks only) will be charged a supplement of 60% of the per person fare for that cabin grade.

(f) In the event that the scheduled date of embarkation is delayed and accommodations are not available on board the vessel, Carrier may, at no additional expense to the Passenger, arrange hotel accommodations for Passenger for the duration of the delay.

(g) In the event that the scheduled port of embarkation is changed, Carrier will, at no additional expense to the Passenger, arrange transportation from the original port of embarkation to the rescheduled port of embarkation. If substitute transportation is not available, Carrier will refund Passenger the amount it received for the cruise portion of the cruise-tour. Carrier will have no further or additional obligation to the Passenger for such an occurrence.

(h) In the event that the scheduled port of disembarkation is changed, Carrier will, at no additional expense to Passenger, arrange transportation to the port of disembarkation from the nearest port at which the vessel calls. Carrier will have no further or additional obligation to Passenger for such an occurrence.

(i) In the event that any scheduled port call is omitted, or if the duration of the cruise is shortened for any other reason, Carrier's sole liability to Passenger, if any, shall be to make a pro-rata refund to the Passenger of the cruise portion of the cruise-tour fare received by Carrier based on the number of whole days the cruise is reduced. Carrier will not be liable for any reduction of cruise length which is less than twenty-four (24) hours.

(j) In the event that the duration of the cruise is lengthened, Passenger shall not be entitled to any compensation from Carrier for the lengthened cruise.

(k) The Master of the Vessel shall have the full authority to cause the vessel to proceed without pilots, to tow and be towed, to assist other vessels in all circumstances, to deviate from the ordinary route, to delay or terminate the voyage, or to put back or to put in to any port. Further the Master shall have the authority to transfer Passenger and Passenger's baggage to any other vessel whether belonging to Carrier or not, whether or not bound for the cruise's port of destination, regardless of whether delay may result.

(l) If any component of your cruise-tour purchased from Carrier, other than the vessel, is changed or substituted, as for instance the hotel where you were scheduled to stay is changed, the Carrier will use reasonable efforts to obtain a substitute for that component of the cruise-tour which is substantially equivalent to that originally scheduled, but Carrier shall have no liability to Passenger in connection with such substitution or change.

(m) If Passenger has arranged his or her own air travel to or from a cruise departure or cruise-tour and the schedule of the cruise-tour operation and vessel departure or arrival is changed, Carrier shall have no obligation to Passenger in respect to any costs of changing the air travel arrangements, cancellation and rebooking of flight reservations, loss of return travel on round trip air travel, unavailability of air travel on the rescheduled dates, and all similar costs, expenses and inconvenience suffered by Passenger in changing air travel arrangements booked by Passenger.

(n) If for any reason, whether or not due to causes beyond Passenger's control, the cruise-tour booked by Passenger with Carrier and which is covered by this Contract is not used by Passenger on the date and for the Vessel indicated, or if Passenger joins the Cruise in progress, or departs prior to the scheduled disembarkation, or prior to end of the tour portion of a cruise package, so that only part of the specified cruise and

related tour are used, there shall be no right to any refund on the part of the Passenger, and the Carrier shall have no liability or obligation to the Passenger to provide accommodations or tour services at a later time.

## **ART. 5 EXTRAS AND ADDITIONAL CHARGES**

The fare paid by the passenger includes transportation on the vessel and full board. Meals and snacks and tea and coffee on board are included. Not included: specially selected wines and spirits, champagne, beers, soft drinks.

Items purchased from the gift shop are not included in the fare.

(a) All personal services provided in connection with Passenger's cruise are provided solely for the convenience and benefit of Passenger. Passenger accepts and uses personal services available on the vessel or elsewhere at Passenger's sole risk and expense without liability or responsibility of Carrier. Passenger will be responsible for any diversion of the vessel, local and air transportation, medical evacuation, and repatriation expenses incurred by Carrier on behalf of Passenger. Carrier assumes no obligation, and shall have no liability to Passenger to provide or pay for any medical treatment, onboard or ashore, or to provide medical evacuation or repatriation and Passenger warrants that he or she is financially able to pay for such services, or has acquired travel, medical and evacuation insurance for this purpose. Passenger acknowledges and understands that travel by sea carries the inherent risk that medical care may be delayed or impossible due to the location of the Vessel, prevailing weather conditions or other circumstances.

(b) Passenger will be responsible for the cost of any diversion of the vessel, local and air transportation, medical evacuation, and repatriation expenses incurred by Carrier on behalf of Passenger.

(c) Carrier may impose charges in addition to the fare. These charges may be due to, but are not limited to, currency fluctuations, increases in government taxes or levies, or increased security costs and the increased cost of fuel. A "fuel supplement" is an additional charge to defray a portion of Carrier's costs. Carrier reserves the right to charge a fuel supplement of \$10 dollars per passenger per day without prior notice in the event that the price of sweet crude oil according to the NYMEX (in the price of fuel in the price of fuel New York Mercantile Exchange Index) is greater than USD \$90 per barrel of oil. Such charges will be added to the Passenger's on-board account. Additionally, expenses not covered by the cruise fare, which are reasonably incurred by the Carrier on board the Vessel or in any port for or on behalf of Passenger shall be payable by Passenger and may, at Carrier's option, be presented and paid before Passenger disembarks. No changes to charges will be made within 30 days of departure.

(d) Passenger's cruise fare is not considered paid until Carrier receives full payment, and the amount thereof is subject to change at any time prior to Carrier's receipt of payment. Passenger shall at all times remain liable to Carrier for the cruise fare. Carrier reserves the right to refuse embarkation if all fares, charges and surcharges have not been paid in advance of departure.

(e) Without prejudice to any other lien, Passenger agrees that Carrier shall be entitled to prevent any luggage or goods belonging to or traveling with the Passenger from leaving the vessel until all money owed the Carrier by the Passenger has been paid in full.

## **ART. 6 DOCUMENTS, HEALTH, CONDUCT AND SEARCH**

(a) Passenger shall comply with any governmental travel requirements, including having received all medical inoculations necessary for the Cruise and having in their possession the cruise ticket, passports, visas, medical cards, and all other travel and health documents required for the scheduled ports of call and disembarkation. Passenger must retain all necessary documentation throughout the voyage. Passenger further agrees to comply, without delay, with the requirements of all immigration, port, health, customs and police authorities, and all other laws and regulations of each country or state from or to which Passenger will travel. Carrier shall not be liable for Passenger's failure to comply with such regulations. Passenger agrees to reimburse Carrier for any resulting expense or fines that it may incur in such circumstances.

(b) Passengers shall arrive on board the vessel by the time fixed by Carrier. If no time is specified by Carrier, Passenger shall arrive early enough to complete departure procedures.

(c) For security reasons, it may be necessary for servants or agents of Carrier to search Passenger's person, Passenger's personal property (including baggage and goods traveling with Passenger), or Passenger's cabin. Passenger agrees to permit such search. Upon the request of authorized servants and agents of Carrier. Passenger further agrees to the removal, confiscation or destruction of any object which may, in the opinion of Carrier, impair the safety of the vessel, her crew or any Passenger, or which may cause inconvenience to any Passenger.

(d) The Passenger represents and warrants that he/she is and will be fit to travel and that his/her conduct will not impair the safety of the Vessel or inconvenience other Passengers. If it appears to Carrier that Passenger is unfit to travel or is likely to endanger the health or safety of him/herself or others on board the Vessel, or impair the comfort or well-being of others on board, or seems likely to be refused permission to land at any port, or render Carrier liable for his or her support, maintenance or repatriation, Carrier shall be entitled to take one or more of the following courses of action:

- i. refuse to embark or disembark Passenger at any particular port;
- ii. disembark Passenger at any port; transfer Passenger from one cabin to another, up to and including the imposition of medical quarantine on Passenger in his or her cabin;
- iii. confine Passenger to his or her cabin if so directed by a doctor or medical center;
- iv. through the services of a doctor(s), administer any drug, medicine or other substance or treatment, or to admit and/or confine the Passenger to a hospital ashore or any similar institution at any port, provided that the doctor considers such step necessary for the well-being of Passenger, or for the health, and well-being of the other Passengers, the crew or the medical staff of the Vessel.

(e) The Passenger agrees to abide by all of the Carrier's health and medical rules and regulations, as well as all related enforcement orders of the Master of the Vessel, subordinate officers, or any medical officer representing any government. The

Passenger will complete any pre boarding health questionnaire administered by the Carrier prior to boarding and any required during the Cruise. In the event of illness the Passenger undertakes to report this to the Carrier and agrees to remain in their state room if requested or required to do so by the Vessels doctor or the Master or his officers.

(f) This Clause relates only to cruises where Passengers embark the Vessel to commence the Cruise in a European Union port where Regulation EU 1177/2010 (the "Regulation) with respect to Rights of Passengers when Traveling by Sea applies.

At the time of booking Passengers must notify Carrier in writing if they are a "Disabled Person" or "Person with Reduced Mobility" that may require special arrangements, medical equipment and/or supplies, or care or assistance at the terminal of embarkation or disembarkation, during embarkation or disembarkation or during the Cruise; of any specific needs with regard to accommodation, seating or services required; and, whether they need to bring any specific medical equipment or assistance dogs onboard. If a Passenger's circumstances change between the date of booking and the cruise, the Passenger must inform Carrier as soon as possible and advise of the need of any special arrangements including medical equipment. "Disabled Person" or "Person with Reduced Mobility" under this Regulation means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary), intellectual or psychosocial disability or impairment, or any other cause of disability or impairment or as a result of age, and whose situation needs appropriate attention and adaptation to his/her particular needs for the services made available to all Passengers.

Where necessary in order to comply with applicable safety requirements, Carrier may require a Disabled Person or Person with Reduced Mobility to be accompanied by another fully able-bodied person who is fit and able to assist them in day to day activities. This requirement may vary from ship to ship and itinerary to itinerary. Passengers who may fall into this category may include those who require assistance with personal care including feeding. All personal care or supervision must be arranged by you at your expense. Carrier is unable to provide respite care, one-to-one personal care or supervision or any other form of specialized care for Passengers.

Passengers must inform Carrier prior to boarding and in advance of the Cruise of any medical equipment which is required onboard so that Carrier can determine if the equipment can be carried safely onboard. The ship cannot carry liquid oxygen or refill or supply oxygen cylinders. Failure to notify Carrier of such equipment may result in that equipment not being allowed onboard the ship and consequently may affect your ability to participate in the Cruise. No more than two pieces of such medical equipment are allowed per stateroom

If any Passenger embarking in an EU Port requires a recognised assistance dog, then a risk assessment will need to be carried out to ensure that the dog can be carried. This will be subject to National Certificate Regulations and the ability for the dog, to not only be carried onboard but also for the dog to be landed in the Ports in which the Vessel calls.

Passengers must make complaints relating to EU Regulation 1177/2010 to the Carrier within 2 months from the date of service. Within 1 month after receipt of the complaint the Carrier will respond informing the Passenger whether the complaint has been substantiated, rejected or is still being considered. The Carrier will provide a final response to the complaint no later than 2 months after the receipt of the complaint if not



satisfied with the Carrier's response the Passenger may lodge a complaint with CLIA UK and Ireland by send the complaint to [www.cruiseexperts.org/clia](http://www.cruiseexperts.org/clia).

(g) Where EU Regulation 1177/2009 does not apply Passengers with any physical or mental conditions that may require special treatment or assistance during the Cruise, including the use of a wheelchair or service animal, must notify Carrier in writing of the nature of such conditions at the time that booking is made, or promptly upon the development of such condition, if it arises after the booking has been made. Passengers who require the use of a wheelchair must furnish their own standard-size wheelchair and must be accompanied by a travel companion who is fit and able to assist Passenger in all respects. Wheelchairs supplied by Carrier and placed on board the Vessel are only for use in emergencies or for persons whose needs arise during the course of the Cruise.

(h) Any Passenger who has any form of mental or physical condition, illness or disability or who is experiencing any illness or disability which could affect his or her fitness for travel must submit to Carrier a certificate from Passenger's physician attesting to Passenger's condition and fitness for the travel contemplated when booking the cruise or upon the development of such condition(s) if development occurs after the time of booking.

(i) Pregnant women are required to supply a medical certificate attesting to her fitness for travel. Carrier reserves the right to refuse passage to women who are more than twenty-four (24) weeks pregnant at the time of embarkation.

(j) It is the Passenger's obligation and responsibility to seek medical assistance from a shoreside medical doctor when necessary during the cruise.

(k) Passengers are advised to ensure that their insurance covers medical treatment.

(l) The Carrier accepts no responsibility whatsoever in relation to medical facilities provided ashore.

(m) Medical facilities and standards vary from port to port and the Carrier makes no representations or warranties in relation to such standards ashore.

(n) Passenger acknowledges and agrees that Carrier is not responsible or obligated to provide any special services or equipment other than the services or equipment normally provided by Carrier to Passengers unaffected by illness or disability. Passenger agrees to provide Carrier with full and adequate advance notice, and obtain written agreement by Carrier, of any intentions to make arrangement for, or bring onto the Vessel, special services or equipment not provided by Carrier, including an oxygen therapy apparatus. Breach of such restrictions may make Passenger liable to statutory penalties including fines, liens, or penalties on Carrier and Carrier's Vessel.

(o) Every adult Passenger booking passage for or travelling with any minor Passenger shall be liable to reimburse Carrier for any loss, damage, or delay sustained by Carrier as a result of the act or omission of the minor Passenger. All minor Passengers (under the age of eighteen) shall be subject to all of the terms and conditions of the Contract for Carriage which have been deemed accepted on the minor Passenger's behalf by his or her parent, guardian, or other adult booking the Cruise on behalf of such minor.

(p) Expenses of any kind, including fines, penalties, duties or other charges incurred by Carrier and attributable to Passenger's failure to comply with regulations of the Vessel or any governmental authority shall be paid to Carrier by Passenger on demand. Passenger shall not bring any goods, merchandise, cultural or historical artefacts, controlled substances, animals or animal parts, contraband, weapons or dangerous products or other items that may subject Passenger or Carrier to criminal or civil liability, penalty or other sanction. The breach of such restrictions or conditions may cause Passenger to become liable to statutory penalties and may impose liens, penalties or fines on Carrier and Carrier's Vessel. In such case, Passenger shall be liable to Carrier for any injury, loss or damage suffered as a consequence of Passenger's breach of the warranties of this subpart and Passenger shall indemnify Carrier from all related injury, loss or damage. Passenger shall be liable to and shall reimburse the Carrier for all loss, damage or delay sustained by the Carrier because of any wrongful, neglectful or intentionally harmful act or omission of Passenger.

## **ART. 7 PHOTOGRAPHY AND USE OF LIKENESS**

During the Cruise, Carrier, its agents or concessionaires may photograph or record video images of Passengers individually or as general participants in activities. Carrier and its concessionaires will take reasonable steps to avoid including Passenger in such photographs and videos, provided Passenger informs Carrier and those individuals taking photographs and videos of his or her desire not to be included in such. Notwithstanding such notice given by Passenger, Carrier shall have the right to publish, in any medium, and for any business purpose, without obligation to compensate Passenger for such usage, an image taken in good faith that may include those of the Passenger.

## **ART. 8 NOTICES AND PAYMENTS**

(a) The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by the Passenger to the Master whilst onboard the Vessel in accordance with the Passage Contract or at all.

(b) The Carrier shall not be liable for any claims whatsoever for personal injury, illness or death of the Passenger, unless full particulars in writing are given to the Carrier within 185 days after the date of the injury, event, illness or death giving rise to the claim. Suit to recover on any such claim shall not be maintainable unless filed within **two** years after the date of disembarkation in accordance with the Athens Convention and where applicable The Passenger Liability Regulation and unless served on the Carrier within 4 months after issue of proceedings.

(c) THE ATHENS CONVENTION, 2002 PROTOCOL AND THE PASSENGER LIABILITY REGULATIONS as set out in 9 and 10 below presume that luggage has been delivered undamaged to the Passenger unless written notice is given to the Carrier.

In the case of apparent damage, before or at the time of disembarkation or redelivery; or

In the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

## **ART. 9 LIMITATIONS ON LEGAL LIABILITY, INTERNATIONAL CONVENTIONS AND VENUE**

CARRIER DOES NOT WAIVE ANY REMEDIES UNDER THE LAW. CARRIER EXPRESSLY INVOKES ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES AND RIGHTS SPECIFIED UNDER THE "CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA" OF 1974 AND THE PROTOCOL TO THE ATHENS CONVENTION OF 1976, ("ATHENS CONVENTION") AND FROM APRIL 2014 THE ATHENS CONVENTION AS AMENDED BY THE 2002 PROTOCOL, ("2002 PROTOCOL) AND WHERE APPLICABLE EU REGULATION 392/2009 ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS (THE PASSENGER LIABILITY REGULATION").

THE ATHENS CONVENTION 1974 AND THE 2002 PROTOCOL AND THE PASSENGER LIABILITY REGULATION LIMIT THE CARRIER'S LIABILITY FOR DEATH, OR INJURY TO PASSENGERS AND LOSS OF OR DAMAGE TO PASSENGERS LUGGAGE.

Any damages payable by the Carrier up to the Athens Convention or 2002 Protocol or Passenger Liability Regulation limits shall be reduced in proportion to any contributory negligence by the Client and by the maximum deductible specified in Article 8 (4) of the Athens Convention.

ALL CLAIMS, SUITS AND LITIGATION OF ANY KIND WHETHER AGAINST CARRIER AND OR VESSEL IN REM OR OTHERWISE SHALL BE BROUGHT TO THE COURTS OF ENGLAND.

## **ART. 10 LIABILITY AND LIMITATION OF LIABILITY**

IF THE CRUISE DOES NOT EMBARK OR DISEMBARK AT A EUROPEAN UNION PORT:

THE CARRIER SHALL BE ENTITLED TO THE BENEFIT OF ANY AND ALL RESTRICTIONS, EXEMPTIONS, IMMUNITIES AND LIMITATIONS OF LIABILITY SET FORTH IN THE ATHENS CONVENTION.

THE ATHENS CONVENTION LIMITS THE CARRIER'S LIABILITY FOR DEATH OR PERSONAL INJURY OF A PASSENGER TO NO MORE THAN 46,666 SPECIAL DRAWING RIGHTS (SDR'S) PER PASSENGER PER CARRIAGE AND LIMITS THE COMPANY'S LIABILITY FOR A PASSENGER'S LUGGAGE OR OTHER PROPERTY TO 833 SDR'S PER PASSENGER PER CARRIAGE.

AS OF MAY 2013, THE VALUE OF 46,666 SDR'S WAS APPROXIMATELY USD \$69,597.67 AND THE VALUE OF 833 SDR'S WAS APPROXIMATELY USD \$1,242.34.

AN SDR IS AN INTERNATIONAL MONETARY UNIT CREATED BY THE INTERNATIONAL MONETARY FUND. IT IS EXCHANGED FOR FREELY USABLE CURRENCY. THE VALUE OF THE SDR FLUCTUATES DEPENDING ON A DAILY EXCHANGE RATE WHICH CAN BE FOUND IN THE WALL STREET JOURNAL AND ON THE INTERNET AT

: [HTTP://WWW.IMF.ORG/EXTERNAL/NP/FIN/DATA/RMSS](http://www.imf.org/external/np/fin/data/rmss) SDRV.ASPX. THE  
ATHENS CONVENTION MAY BE VIEWED  
AT <http://www.admiraltylawguide.com/conven/passengers1974.html>

FOR VOYAGES THAT COMMENCE AFTER APRIL 23, 2014

THE ATHENS CONVENTION WILL BE REPLACED BY THE 2002 PROTOCOL TO  
THE ATHENS CONVENTION WHICH WILL INCREASE THE LIMITS FOR  
INTERNATIONAL CARRIAGE FOR DEATH AND OR PERSONAL INJURY AND OR  
LOSS OF OR DAMAGE TO LUGGAGETO THE SAME VALUES AS THOSE SET OUT  
BELOW IN RESPECT OF THE PASSENGER LIABILITY REGULATION.

IF THE CRUISE IS FOR DOMESTIC CARRIAGE IN THE UK AND THE CARRIER HAS  
A PLACE OF BUSINESS IN THE UK:

THE LIMITS FOR DEATH AND OR PERSONAL INJURY INCREASE TO 300,000  
SDR'S PER PASSENGER PER CARRIAGE (AS OF MAY 13, 2013, APPROXIMATELY  
USD \$447,419.95).

ON INTERNATIONAL CRUISES WHERE THE PASSENGERS EMBARK THE CRUISE  
OR WHERE THE PASSENGERS DISEMBARK AT THE END OF THE CRUISE IN A  
PORT LOCATED IN A EUROPEAN UNION MEMBER STATE, OR THE VESSEL HAS  
A EUROPEAN UNION FLAG THE CARRIER SHALL BE ENTITLED TO THE BENEFIT  
OF ANY AND ALL RESTRICTIONS, EXEMPTIONS, IMMUNITIES, AND LIMITATIONS  
OF LIABILITY SET FORTH IN THE PASSENGER LIABILITY REGULATION.THE  
PASSENGER LIABILITY REGULATION MAY BE VIEWED AT [http://eur-](http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0024:EN:PDF)

[lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0024:EN:PDF](http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0024:EN:PDF)

THE CARRIER'S LIABILITY IS AS FOLLOWS:

(A) FOR DEATH OR PERSONAL INJURY OF A PASSENGER CAUSED BY A  
"SHIPPING INCIDENT", WITH THE EXCEPTION OF CIRCUMSTANCES BEYOND  
THE COMPANY'S CONTROL (I.E. ACT OF WAR, NATURAL DISASTER, ACT OF A  
THIRD PARTY). THE COMPANY'S LIABILITY SHALL BE NO MORE THAN 250,000  
SDR'S PER PASSENGER PER CARRIAGE (AS OF MAY 2013 APPROXIMATELY  
USD \$372,849.96):

(B)EXCEPT FOR CASES INVOLVING WAR AND TERRORISM DAMAGES UP TO A  
FURTHER 150 000 SDR'S MAY BE PAYABLE WHERE THERE HAS BEEN A  
SHIPPING INCIDENT UNLESS THE COMPANY PROVES THAT THE DEATH OR  
PERSONAL INJURY OF A PASSENGER CAUSED BY A "SHIPPING INCIDENT"  
OCCURRED WITHOUT ITS FAULT OR NEGLECT.

(C)THE CARRIER'S MAXIMUM LIABILITY FOR DEATH AND OR PERSONAL INJURY  
CAUSED BY A SHIPPING INCIDENT IS LIMITED TO 400,000 SDR'S (AS OF MAY  
2013 APPROXIMATELY USD \$596,559.94)

(D)FOR CASES INVOLVING WAR OR TERRORISM THE MAXIMUM PAYABLE BY  
THE CARRIER IS 250,000 SDR'S PER PASSENGER (AS OF MAY 2013  
APPROXIMATELY USD \$372, 849.96); OR 340 MILLION SDR' AS OF MAY 2013  
APPROXIMATELY USD \$372, 849.96); s PER SHIP;

(E) FOR DEATH OR PERSONAL INJURY OF A PASSENGER CAUSED BY A NON "SHIPPING INCIDENT", THE BURDEN OF PROOF IS ON THE PASSENGER TO PROVE THAT THE DEATH OR PERSONAL INJURY OF A PASSENGER WAS CAUSED BY THE CARRIER. WHERE THE DEATH AND OR PERSONAL INJURY IS CAUSED BY A DEFECT IN THE VESSEL AS DEFINED BY THE PASSENGER LIABILITY REGULATION THEN IT IS FOR THE CARRIER TO PROVE THAT THE DAMAGE WAS NOT CAUSED BY ITS FAULT OR NEGLIGENCE. THE CARRIERS MAXIMUM LIABILITY IS LIMITED TO 400,000 SDR'S (AS OF MAY 2013 APPROXIMATELY USD \$596,559.94) OR 250,000 SDR'S PER PASSENGER IN CASES INVOLVING WAR OR TERRORISM (AS OF MAY 2013 APPROXIMATELY USD \$372, 849.96);

(F) THE CARRIERS LIABILITY FOR A PASSENGER'S LUGGAGE OR OTHER PROPERTY IS LIMITED TO 2,250 SDR'S (AS OF MAY 2013 APPROXIMATELY USD \$3,355.65) PER PASSENGER.

THE REQUIREMENTS AND EFFECTS OF THESE CLAUSES CANNOT BE WAIVED BY AN AGENT OR EMPLOYEE OF THE CARRIER OR ITS INSURER; THEY MAY BE WAIVED ONLY BY EXPRESS WRITTEN AGREEMENT OF A DIRECTOR OF THE CARRIER HAVING ACTUAL AUTHORITY IN THE PREMISES.

THE PASSENGER AGREES THAT ALL PROTECTIONS, BENEFITS, DEFENSES, AND EXCLUSIONS FROM AND LIMITATIONS OF LIABILITY IN FAVOR OF THE CARRIER SHALL ALSO EXTEND FULLY TO AND BE FOR THE BENEFIT OF THE COMPANY AND ITS SUBSIDIARIES, AFFILIATED OR RELATED COMPANIES.

THE CARRIER SHALL IN NO EVENT BE LIABLE FOR THE LOSS OF OR DAMAGE TO CASH, NEGOTIABLE SECURITIES OR OTHER FINANCIAL INSTRUMENTS, GOLD, SILVERWARE, JEWELLERY, ORNAMENTS, WORKS OF ART, PHOTOGRAPHIC/VIDEO/AUDIO EQUIPMENTS OR SUPPLIES, LAPTOP COMPUTERS, CELLULAR PHONES OTHER VALUABLES UNLESS THE SAME HAVE BEEN DEPOSITED WITH THE MASTER OR OTHER DESIGNATED REPRESENTATIVE AGAINST RECEIPT FOR THE AGREED PURPOSE OF SAFEKEEPING IN THE EVENT OF SUCH DEPOSIT, THE COMPANY'S LIABILITY FOR LOSS OR DAMAGE THEREOF SHALL BE LIMITED IN THE CASE OF THE ATHENS CONVENTION TO 1,200 SDR'S (AS OF MAY 13, 2013 APPROXIMATELY USD \$1,789.68 ) OR IN THE CASE OF THE 2002 PROTOCOL TO THE ATHENS CONVENTION OR THE PASSENGER LIABILITY REGULATION TO THE MAXIMUM SUM OF 3,375 SDR'S (AS OF MAY 13, 2013 APPROXIMATELY USD \$5,033.47)

THE CARRIER AND THE VESSEL SHALL NOT BE LIABLE FOR ANY DELAY, DETENTION, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY, DEATH, DAMAGE, DELAY, LOSS OR DETRIMENT CAUSED BY ACT OF GOD, WAR OR WARLIKE OPERATIONS, CIVIL COMMOTIONS, LABOR TROUBLE, INTERFERENCE BY AUTHORITIES, PERIL OF THE SEA, DELAYS IN CONSTRUCTION, MAINTENANCE OR REPAIR OF THE VESSEL OR ANY OTHER CAUSE BEYOND THE CONTROL OF THE CARRIER FIRE, THEFT OR ANY OTHER CRIME, ERRORS IN THE NAVIGATION OR MANAGEMENT OF THE VESSEL OR DEFECT IN OR UNSEAWORTHINESS OF HULL, MACHINERY, APPURTENANCES, EQUIPMENT, FURNISHINGS OR SUPPLIES OF THE VESSEL, FAULT OR NEGLIGENCE OF PILOTS, TUGS, AGENTS, INDEPENDENT CONTRACTORS, GUESTS OR OTHER PERSONS ON BOARD OR IN THE COMPANY'S EMPLOY OR FOR ANY OTHER CAUSE WHATSOEVER EXCEPT THE

NEGLIGENCE OF THE COMPANY OR ITS EMPLOYEES ACTING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT.

WHERE THE CARRIER IS LEGALLY LIABLE TO THE PASSENGER FOR LOSS OF OR DAMAGE TO LUGGAGE OF ANY NATURE WHEN THE LUGGAGE IS NOT ON THE SHIP AND OR THE ATHENS CONVENTION AND OR THE 2002 PROTOCOL OR THE PASSENGER LIABILITY REGULATION DO NOT APPLY THEN THE LIABILITY OF THE CARRIER SHALL BE LIMITED TO USD \$100 PER PASSENGER.

NOTWITHSTANDING THE FOREGOING, THE CARRIER SHALL IN NO EVENT BE LIABLE TO THE PASSENGER IN RESPECT OF ANY OCCURRENCE ASHORE, PRIOR TO EMBARKING OR AFTER DISEMBARKING THE VESSEL, EXCEPT FOR NEGLIGENCE OF THE COMPANY OR ITS EMPLOYEES ACTING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT DURING TRANSPORTATION BY WATER TO OR FROM THE VESSEL WHICH IS CARRIED OUT BY MEANS OF A CONVEYANCE PROVIDED BY THE CARRIER ANY INCIDENT OR ACCIDENT RESULTING IN PERSONAL INJURY, ILLNESS, OR DEATH MUST BE REPORTED IMMEDIATELY TO THE VESSEL'S OFFICERS. CARRIER WILL NOT BE LIABLE FOR ANY LOSS UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IN WRITING ARE GIVEN TO THE CARRIER WITHIN 185 DAYS AFTER THE DATE OF INJURY, EVENT, ILLNESS, OR DEATH GIVING RISE TO THE CLAIM. **LAWSUITS MUST BE FILED BY PASSENGER WITHIN TWO YEARS OF THE DATE OF INJURY, EVENT, ILLNESS, OR DEATH GIVING RISE TO THE CLAIM AFTER WHICH THE CLAIMS WILL BE TIME BARRED.**

**THE CARRIER SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST CARRIER, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO A PASSENGER'S BAGGAGE OR ANY OF HIS OR HER PROPERTY, EXCEPT AS STIPULATED IN THIS TICKET, UNLESS FULL PARTICULARS IN WRITING ARE GIVEN TO THE CARRIER WITHIN 15 DAYS FROM THE DATE OF DISEMBARKATION. SUIT TO RECOVER ON ANY SUCH CLAIM SHALL NOT BE MAINTAINABLE UNLESS FILED WITHIN TWO YEARS AFTER THE DATE OF EMBARKATION AFTER WHICH THE CLAIMS WILL BE TIME BARRED.**

IF PASSENGER FAILS TO PROVIDE THE REQUIRED WRITTEN NOTICE OR FILE SUIT WITHIN THE REQUIRED PERIOD THEN THE PASSENGER WAIVES AND RELEASES ANY RIGHT HE/SHE MAY HAVE TO MAKE ANY CLAIM AGAINST CARRIER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET OR THE VOYAGE.

## **GENERAL LIABILITY LIMITATIONS FOR LOSS OF LIFE OR PERSONAL INJURY**

CARRIER IS NOT LIABLE FOR INJURY, ILLNESS, OR DEATH OF ANY PASSENGER UNLESS DIRECTLY CAUSED BY THE FAULT OR NEGLECT OF CARRIER.

THE PASSENGER ASSUMES THE NORMAL RISKS OF TRAVEL BY SEA. IN NO EVENT SHALL CARRIER BE LIABLE TO PASSENGER WITH RESPECT TO ANY OCCURRENCE TAKING PLACE OTHER THAN ON THE VESSEL OR LAUNCHES OWNED OR OPERATED BY CARRIER.

PRE- AND POST-CRUISE TOURS, SHORE EXCURSIONS, AND ANY AND ALL CONNECTING GROUND, VESSEL OR AIR TRANSPORTATION AND OTHER TOURS MAY BE OWNED AND/OR OPERATED BY INDEPENDENT CONTRACTORS AND CARRIER MAKES NO REPRESENTATIONS AND ASSUMES NO RESPONSIBILITY FOR SUCH SERVICES.

NOTHING IN THIS TICKET IS INTENDED TO (NOR SHALL IT OPERATE TO) LIMIT OR DEPRIVE CARRIER OF ANY STATUTORY LIMITATION OF LIABILITY OR EXONERATION FROM LIABILITY, OR OF THE BENEFITS OF ANY STATUTE OR LAW OF ANY COUNTRY OR STATE WHICH MIGHT BE APPLICABLE TO PROVIDING FOR EXONERATION FROM LIABILITY OR LIMITATION OF CARRIER'S LIABILITY.

IN THE EVENT THAT IT IS DETERMINED THAT CARRIER IS NOT ENTITLED TO ANY OR ALL OF THE BENEFITS OF THE ATHENS CONVENTION OR 2002 PROTOCOL OR THE PASSENGER LIABILITY REGULATION, CARRIER AND PASSENGER AGREE THAT CARRIER SHALL BE ENTITLED TO THE BENEFITS OF ANY APPLICABLE STATUTES AND/OR LAW.

EACH PASSENGER AGREES TO INDEMNIFY CARRIER FOR ANY DAMAGES LIABILITIES, LOSSES, PENALTIES, FINES, CHARGES OR EXPENSES INCURRED OR IMPOSED UPON CARRIER AS A RESULT OF ANY ACT, OMISSION OR VIOLATION OF LAW BY PASSENGER OR ANY MINOR PASSENGER FOR WHOM PASSENGER IS RESPONSIBLE.

## **ART. 11 ENTIRE CONTRACT**

All prior understandings and agreements entered into prior to the booking of the cruise including prior to the issuance of the Contract in the name of the Passenger or Passengers, whether oral or written, are superseded by and merged into this Contract which alone fully and completely expresses the agreement between the Passengers and the Carrier. Nothing contained in any Travel Packages, the offers for sale of Travel Packages, or in communications with Travel Package providers shall vary the terms and conditions of this Contract.

## **INDEPENDENT CONTRACTORS/LIMIT OF LIABILITY**

This Passage Contract constitutes the sole agreement between the performing Carrier and Passenger. Independent Contractors Participating in the cruise or cruise-tour, including providers of Travel Packages, will enter into separate contractual arrangements with Passenger. Passenger assumes the risk of utilizing the services and facilities of such independent contractors.

Carrier shall not be responsible to Passenger for services or treatments provided by the Vessel's physician, nurse, medical personnel, barber, beautician, fitness instructor, laundry, photographer, or any other concessionaries or persons in the employ of Carrier providing personal services to Passengers. Passenger accepts and uses medicine, medical treatment and other personal services available on the vessel or elsewhere at Passenger's sole risk and expense without liability or responsibility of Carrier. Carrier shall not be liable for the consequences of any examination, advice, diagnosis, medication, or treatment thus furnished. Doctors, nurses or other medical or service

personnel work directly for Passenger as independent contractors. Charges for such medical and other professional services are the sole responsibility of Passenger.

Independent contractors are entitled to all of the limitations on liability and legal protection afforded to Carrier under this Contract.

## **COMPLAINTS**

Any passenger who encounters a problem during a cruise must immediately report it to the Hotel Director or senior member of the crew on the ship and ensure that the issue is recorded in the ship's log together with any action taken to resolve it. If the matter cannot be resolved during the cruise, and the passenger wishes to pursue a complaint the passenger must write to the Company within 28 days of final disembarkation.

## **LIMITATION ON EMOTIONAL DISTRESS DAMAGES**

CARRIER SHALL NOT BE LIABLE TO PASSENGER FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING/ ANGUISH OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES WHEN SUCH DAMAGES WERE NEITHER THE RESULT OF A PHYSICAL INJURY TO PASSENGER, NOR THE RESULT OF A PASSENGER HAVING BEEN AT RISK FOR PHYSICAL INJURY, NOR THE RESULT OF THE INTENTIONAL INFLICTION OF SUCH DAMAGES.

WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR USE, SEAWORTHINESS AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT. CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

## **CHOICE OF LAW/PLACE OF SUIT**

This Passage Contract shall be governed by the laws of England and any claims, controversies, disputes, suits, and matters of any kind arising out of, concerned with or incident to any voyage shall be interpreted and governed by English law.

It is specifically agreed by and between Passenger and Carrier that any and all claims, controversies, disputes, suits and matters of any kind whatsoever arising out of, concerned with or incident to any voyage, shall be instituted only in the Courts of England, to the exclusion of the courts of any other country, state or nation where they might otherwise have been brought and each party irrevocably submits to the exclusive jurisdiction of the English courts in respect of any such action, proceeding or litigation of any kind relating in any way to the passenger and or his luggage and or carriage on board the Vessel.

Carrier shall be entitled to attorney's fees and costs from passenger seeking dismissal and/or transfer of an action brought in a jurisdiction other than England.

## **CRUISE TOUR BOOKING**



The Carrier may make arrangements on behalf of Passengers for the provision of travel facilities other than water transportation with various independent contractors and does so solely as an accommodation for the Passenger and not as an agent of those independent contractors. No representations are made with respect to travel facilities other than water transportation which the Carrier itself provides and which is governed by the terms and conditions of the Contract for Carriage. Other than the water transportation provided by the Carrier, the Carrier, shall have no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment with or without notice or for any additional expenses occasioned thereby. When the Passenger books the air travel via the Carrier, the Carrier reserves the right to choose the air carrier, routing and gateway locations, as well as the right to substitute charter flights for scheduled service and vice versa. If the entire cruise-tour is cancelled by the Carrier for any reason, Passengers shall have no claim other than for a full refund of the cruise fare or the cruise-tour fare, whichever is applicable. The airlines and other transportation companies concerned are not to be held responsible for any act, omission or event during the time the Passengers are not on board their conveyances.

Written notices to Contracting and OR Performing Carrier required or permitted by this Ticket must be mailed, postage pre-paid, to:

Hebridean Island Cruises Limited  
Kintail House  
Carleton New Road  
Skipton  
North Yorkshire  
BD23 2DE  
United Kingdom