



LUXURY CRUISES & TOURS

Cruise Passenger Ticket Terms and Conditions/ Cruise/Journey Conditions

IMPORTANT NOTICE

THESE ARE THE TERMS AND CONDITIONS THAT APPLY TO THE CONTRACT OF CARRIAGE (HEREINAFTER "CONTRACT") BETWEEN YOU AS THE PASSENGER AND PEC LIMITED (HEREINAFTER "CARRIER") WITH RESPECT TO THE M.V. "SCENIC ECLIPSE" or any substitute ship chartered or operated or provided by Carrier, whether owned, chartered, or operated by Carrier or by third parties on which Passenger may be travelling, and its tenders, jet skis, kayaks or any other similar means of conveyance. (HEREINAFTER "VESSEL").

CARRIER ENTERS INTO CONTRACTS OF CARRIAGE, ISSUES ALL CONTRACTS, AND ACCEPTS AND CARRIES PASSENGER AND BAGGAGE ONLY ON AND SUBJECT TO THESE TERMS AND CONDITIONS. THE CONTRACT IS AN AGREEMENT BETWEEN PASSENGER AND CARRIER, AND THE AGENTS, SERVANTS AND EMPLOYEES OF CARRIER INCLUDING BUT NOT LIMITED TO THE VESSEL.

THE LIABILITY OF CARRIER TOWARDS PASSENGER IS LIMITED BY OPERATION OF LAW AND BY OPERATION OF THESE TERMS AND CONDITIONS. SECTIONS 5, 6, 7, 10, 11, 13 AND 14 OF THESE TERMS AND CONDITIONS CONTAIN CERTAIN LIMITATIONS OF THE CARRIER'S AND THIRD PARTIES' LIABILITY, INCLUDING LIMITATIONS CONCERNING DEATH OR INJURY CLAIMS, AS WELL AS DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. YOU THEREFORE SHALL ENSURE THAT YOU ARE PROPERLY INSURED AGAINST ALL RISKS THAT YOU AND YOUR BELONGINGS MAY INCUR.

THE RIGHTS, EXCLUSIONS AND LIMITATIONS OF LIABILITY AS WELL AS THE DEFENCES OR IMMUNITIES OF THE CARRIER SET FORTH IN THESE TERMS AND CONDITIONS, SHALL ALSO APPLY TO AND BE FOR THE BENEFIT OF ITS AGENTS, EMPLOYEES, SERVANTS, INDEPENDENT CONTRACTORS, CONCESSIONAIRES, SUBCONTRACTORS AND SUPPLIERS OF THE CARRIER INCLUDING BUT NOT LIMITED TO THE VESSEL.

BY BOARDING THE VESSEL, YOU AGREE TO ACCEPT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS WHICH FOLLOW, INCLUDING SPECIFICALLY THOSE REGARDING YOUR RIGHTS TO SUE, GOVERNING LAW, FORUM AND JURISDICTION.

THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.

CONDITIONS APPLICABLE TO THE CONTRACT

1. DEFINITIONS:

"Baggage" means all such Passenger baggage allowed on the Vessel pursuant to the terms of the Contract which is placed in Passenger's cabin, or which has been stored in the Vessel's baggage room, holds or safe against receipt at the request of Passenger.

"Booking" means the booking by the Passenger with Scenic Tours of a Cruise on board the Vessel.

"Booking Confirmation" means the receipt/ confirmation of the Booking including but not limited to Scenic Tours Terms & Conditions set out in the Scenic brochure and /or as provided to the Passenger.

"Carrier" means PEC LIMITED

"Conditions" means these Cruise Passenger Ticket Terms and Conditions or Cruise/Journey Conditions.

"Contract" means the Booking confirmation and the contract for a Cruise on board the Vessel resulting from a booking, including these Conditions, as concluded between Carrier and Passenger through a Booking.

"Conventions" means the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974 as amended by the 2002 Protocol and any subsequent amendment thereto (hereinafter "Athens Convention"), and, where applicable, the Convention on Limitation of Liability for Maritime Claims of 1976 as amended by the 1996 Protocol and any subsequent amendment thereto (hereinafter "LLMC Convention").

"Cruise" means a voyage on the Vessel of a number of days and/or a specific itinerary contracted by Passenger with Carrier and the Vessel.

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"Dangerous articles" include articles such as firearms, explosives, oxygen or inflammable or combustible substances, alcohol, drugs, illegal substances, or other dangerous goods.

"Passenger" means every person named on the face of the Contract and/or travelling under the Contract or occupying the cabin designated on the Contract, including their heirs and successors. The term "Passenger" shall include the plural and the use of the Masculine shall include the Feminine.

"Valuables" includes but is not limited to jewellery, money, bullion, precious metals or stones, other objects of a rare or precious nature, bonds, securities, negotiable and financial instruments and /or tickets.

"Vessel" means the cruise ship "SCENIC ECLIPSE" or any substitute ship chartered or operated or provided by Carrier, whether owned, chartered, or operated by Carrier or by third parties on which Passenger may be travelling, and its tenders, jet skis, kayaks or any other similar means of conveyance.

2. NON-TRANSFERABILITY / BINDING EFFECT

The Contract is valid only for Passenger or Passengers named herein for the Cruise, date and Vessel indicated. It may not be sold or transferred. The terms and conditions of the Contract are binding on, and confer benefits to, the Passengers as well as the respective heirs, successors and assigns of the said Passenger. For the purposes of the Contract, the successors and assigns of the Passenger shall be construed as also including any Insurers, re-insurers or any other person who has been subrogated into or assigned the rights of any of the Passenger. Passenger represents and warrants that she/he is duly authorized by and on behalf of all Passengers (including minor children) named on the Booking to agree to and to bind all such Passengers to these terms and conditions.

3. EMBARKATION

Passenger is required to be on board the Vessel at least one hour before the initial scheduled departure time of the Cruise and any departure time subsequently announced during the Cruise. At the time of embarkation Passenger is responsible for having received all medical inoculations necessary for the Cruise and having in his/her possession the Contract and/or Booking confirmation, valid passport, visas, medical card and other documents, medicines and medical equipment necessary for the Cruise and for scheduled ports of call and disembarkations. Carrier shall have no liability to Passenger whatsoever if Passenger is not on board the Vessel prior to the Vessel's departure.

4. BAGGAGE, VALUABLES AND OTHER POSSESSIONS

Due to space limitations, each Passenger may bring aboard the Vessel one (1) suitcase without charge (additional baggage may be subject to an excess baggage charge). All Baggage must be securely packed and distinctly labelled with Passenger's full name, the name of the Vessel, and the cabin number of Passenger and the sailing date of the Vessel. Under no circumstances, may Dangerous Articles be taken aboard the Vessel.

Any such item shall be surrendered to the Captain of the Vessel at embarkation, and may be disposed of in the sole discretion of the Captain. Pets and other animals are not allowed on board the Vessel. Hand or unlocked luggage, breakables and valuables must be hand-carried by Passengers on and off the Vessel, and may not be included with check-in Baggage. Carrier shall not be responsible for loss or damage to such items and shall not be responsible for goods that Carrier would not have allowed on the Vessel, had it known of the existence thereof.

5. LIABILITY LIMITATIONS FOR LOSS OF AND/OR DAMAGE TO PROPERTY

The total value of the Baggage, Valuables and other personal belongings of a Passenger aboard the Vessel who does not deposit Valuables for safekeeping, as described in the Contract, shall be deemed not to exceed the amount of two thousand two hundred and fifty (2,250) units of account (also known as special drawing rights or SDRs) per Passenger and Carrier's liability, if any, for loss of or damage to such belongings is limited to a maximum of two thousand two hundred and fifty (2,250) SDRs per Passenger. Carrier provides safekeeping for Valuables aboard the Vessel and encourages Passengers to deposit any Valuables brought aboard the Vessel with the designated officer who will issue a receipt for such Valuables. Carrier shall not be liable for any loss of or damage to Valuables unless they have been delivered to the designated officer and a receipt issued. The value of articles delivered for safekeeping shall be deemed not to exceed three thousand three hundred and seventy five (3,375) SDRs, unless Carrier agrees in writing to a higher value for the articles at the time of delivery to the designated officer. Unless specifically provided elsewhere in this Contract, Carrier shall have no liability for loss or damage to Baggage or personal effects. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Vessel or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, and other acts-of-God are not reimbursable. Settlements of reimbursable claims for lost belongings will be made on the basis of actual cash value (replacement cost less depreciation). Settlements of reimbursable claims for damaged items will be on the basis of cost of repair or actual cash value, whichever is less. No amount shall be paid in settlement of any claim without proof of the actual cash value or

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repair cost as appropriate arising from the loss or damage. Such proof must be sent to Carrier. Carrier's liability must be proven before any settlement will be paid.

6. LIABILITY LIMITATION FOR LOSS OF LIFE OR BODILY INJURY

The liability for the death of or personal injury to a passenger shall in no case exceed 250,000 units of account per passenger on each distinct occasion.

Carrier shall not be liable in any manner whatsoever if the incident (a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or (b) was wholly caused by an act or omission done with the intent to cause the incident by a third party.

If and to the extent that the loss exceeds the above limit, the Carrier shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the Carrier. The liability of the Carrier for the death of or personal injury to a passenger shall however in no case exceed 400,000 units of account per passenger on each distinct occasion.

For the loss suffered as a result of the death of or personal injury to a passenger not caused by a Shipping Incident, the Carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the Carrier. The burden of proving fault or neglect shall lie with the claimant. In this Contract "Shipping Incident" means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship; (b) "fault or neglect of the Carrier" includes the fault or neglect of the servants of the Carrier, acting within the scope of their employment; (c) "defect in the ship" means any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of passengers, or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances; and (d) "loss" shall not include punitive or exemplary damages.

The liability of the Carrier under this Contract only relates to loss arising from incidents that occurred in the course of the Cruise. The burden of proving that the incident which caused the loss occurred in the course of the Cruise, and the extent of the loss, shall lie with the claimant.

7. CARRIER'S LIABILITY / TIME LIMITS FOR PROPERTY DAMAGE AND PERSONAL INJURY CLAIMS

Carrier shall be liable only in accordance with the provisions and limitations as contained in the laws of Malta incorporating the Athens Convention and the LLMC Convention where applicable.

Any action for damages arising out of personal injury, death, or lost or damaged luggage shall be time-barred after a period of two (2) years or as otherwise set out in the Athens Convention. The limitation period shall be calculated as follows (i) in the case of personal injury, from the date of disembarkation of Passenger; (ii) in the case of death, from the date when Passenger should have disembarked or the date of death, whichever is later; (iii) in the case of lost or damaged luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

Where any of the Conventions permit Carrier to apply a deductible, Carrier may apply that deductible.

Certain third parties derive rights and exemptions from liability as a result of the terms and conditions stated herein. All of Carrier's rights, exemptions from liability, defences and immunities under this Contract (including, but not limited to, those arising under this section 7 or applicable law) inure to the benefit of Carrier's employees and agents, together with the Vessel and the Vessel's tenders, operators, managers, charterers, officers, staff, crewmembers, shipbuilders and manufacturers of all component parts. These third parties will have no liability to Passenger, either in contract or in tort, which is greater than or different from Carrier's liability.

If a written claim is not made and suit is not commenced within the time provided in this section 7, then Passenger claims will be extinct, and Passenger waives and releases any right she/he may have to make a claim against Carrier or Vessel for any such damage, bodily injury, emotional distress or injury or death or loss.

Carrier and Vessel shall have the right at all times to avail themselves and have the benefit of the rights of limitation available under the Conventions and any and all applicable global limitation of liability or exoneration of liability rules, regulations or statutes, including but not limited to those contained in the Conventions as may be amended from time to time and applicable as if fully set out herein and by those other further limitations of liability set forth in the laws of Malta.

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A copy of the Athens convention and the LLMC convention will be provided by Carrier upon written request.

8. ITINERARY / RIGHT TO CHANGE / DETENTION

Carrier will make every reasonable effort to undertake the advertised and any other agreed and offered Cruise, but no Cruise is guaranteed and Cruises may be altered, delayed, amended, or cancelled subject to circumstances. If the performance of the proposed Cruise is hindered or prevented (or in the opinion of Carrier is likely to be hindered or prevented by war whether declared or not), hostilities, terrorist action or threat thereof, blockade, weather or sea conditions, high or low water levels, ice, labour conflicts, breakdown of the Vessel, congestion, lock operational malfunction, docking difficulties or any other cause whatsoever or if Carrier considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the place of disembarkation may expose the Vessel to risk of loss or damage or to be likely to delay her, Passenger and his or her property may be landed at the place of embarkation or at any place which Carrier or the Captain of the Vessel in his or her discretion may reasonably decide upon, at which place the responsibility of Carrier shall cease and this Contract shall be deemed to have been fully performed, or if Passenger has not embarked, Carrier may cancel the proposed Cruise and may refund Passenger money or fares paid in advance.

Carrier reserves the right at its sole option and discretion, without any liability for damages or refund, of any kind to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or lengthen any Cruise, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and/or by other means of transportation, including without limitation by coach or other land transportation alternatives, whether belonging to the Carrier or not, and to cause Passenger to disembark from the Vessel temporarily or permanently. Carrier may for any reason whatsoever cancel any Cruise or terminate the Contract at any time before departure of the Vessel, and in such event, Carrier's only liability will be to refund to Passenger the amount that Carrier has received for the Contract. For the purposes of assisting other Vessels or protecting life or property, the Captain of the Vessel has the right, at his or her sole discretion, to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or cancel any Cruise, to omit or change any ports of call, to tow or to be towed, to transfer Passenger and Passenger's baggage to any other vessel and/or other means of transportation whether belonging to Carrier or not, cause Passenger to disembark from the Vessel temporarily or permanently, and Passenger shall have no claims against Carrier in such circumstances.

9. HEALTH AND SECURITY / INDEMNIFICATION BY PASSENGER

Passenger represents and warrants that Passenger is physically and otherwise fit to travel; that she/he will at all times comply with Vessel's rules and regulations and orders and directions of the Vessel's officers and staff; that his/her conduct will not impair the safety of the Vessel or inconvenience other passengers. Carrier and the Captain of the Vessel, without liability, at any time, may refuse to transport or may land any Passenger at any port or place, or transfer Passenger to other means of transportation because of health or physical condition, mental disorder, failure to abide by Vessel regulations, failure to possess necessary passports, visas and health or vaccination certificates, or other causes rendering Passenger unfit to travel on the Vessel. If Passenger is refused passage or leaves the Vessel prior to the end of the Cruise for any of the reasons described in this section or for other reasons including, but not limited to, personal, medical, or business reasons, Carrier will not be required to refund any portion of the Contract price, or be responsible for any of Passenger's cost or the costs and expenses of any other person travelling with Passenger. Passenger hereby consents to a reasonable search being made of Passenger's person, baggage or other property, such search to be carried out in the presence of the Passenger and if that is not possible in the presence of two persons not employed or otherwise contracted by Carrier in the performance of its duties and to the removal and confiscation or destruction of any object which may, in the opinion of Carrier, impair the safety of the Vessel or inconvenience other Passengers. Passenger shall indemnify Carrier for all penalties, fines, charges, losses or expenses incurred or imposed upon Carrier or the Vessel by virtue of any act or violation of law by Passenger.

10. PASSENGER RESTRICTIONS

Carrier does not discriminate against persons on the basis of disability. Carrier is unable to accommodate women past their sixth month of pregnancy and children less than six months of age. Carrier may limit the number of Passengers less than three years of age aboard the Vessel. Any child under the age of eighteen must be accompanied by an adult over the age of twenty-one. If the accompanying adult is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian of the child and received by Carrier prior to embarkation. Passenger is required to advise Carrier in writing, at or prior to the time a Cruise is booked, of any physical, emotional or mental condition which may require professional attention during the Cruise. The Vessel can accommodate collapsible wheel chairs on board, to be stored in the guest cabin, however a wheel chair will not have full access to all Vessel facilities and locations, and embarkation & disembarkation may not be possible in a wheelchair. Passengers with mobility impairments must be accompanied by someone who is able to assist Passenger, on shore and on board the Vessel, and is responsible for providing Passenger with all necessary aid and facilities. If any such condition arises after the Cruise is booked, Passenger is required to advise Carrier in writing immediately. Carrier and all personnel aboard the Vessel shall have no liability to Passenger relating to such condition or its treatment.

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11. INDEPENDENT CONTRACTOR / SHORE TOURS / LIMIT OF LIABILITY

Carrier makes no representations concerning and has no responsibility for tours, including, without limitation, shore excursions, hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated by Carrier. Carrier shall have no obligation or liability of any kind to Passenger for acts or omissions in connection with or arising out of arrangements with independent contractors. Arrangements with independent contractors include, but are not limited to the following: (1) airline and surface transportation; (2) services or products available for Passenger's convenience aboard the Vessel; (3) services, products or transportation provided other than on board the Vessel furnished by others, including without limitation, sight-seeing tours, pre-cruise and post-cruise tours, excursions, shore trips and tender service, whether arranged or organized by tour operators, travel agents, booking agents or . Except for the Booking with Scenic Tours the Passenger's agreements with independent contractors are not covered by this Contract and shall be subject to the terms and conditions of Passenger's agreements with such carriers and independent contractors, whether or not any products sold, services tendered or transportation provided to Passenger is arranged directly or through Carrier or its booking agents. Passenger agrees that all rights, exemptions from liability, defences and immunities of whatsoever nature referred to in the Contract applicable to Carrier or the Vessel, shall in all respects inure also for the benefit of any servant agent or independent contractor of Carrier acting in the course of or in connection with their employment so that in no circumstances shall any such servant, agent or independent contractor, as the result of so acting, be under any liability to any such Passenger different from that of Carrier.

12. NO LIABILITY FOR MEDICAL TREATMENT

No staff doctors or nurses are employed by Carrier on the Vessel. If Passenger requires medical attention during the Cruise, medical services will be provided at local facilities. Passenger shall be responsible for all costs and expenses of medical services, treatment and medications. Carrier shall have no liability whatsoever for any costs incurred in connection with medical services, or for the quality of care Passenger receives. Passenger consents to treatment by medical professionals designated by Carrier, if Passenger is unable to request or authorize medical treatment and, in the opinion of the Vessel's officer, medical attention is necessary, solely at the expense of Passenger and without liability to Carrier.

13. PAYMENT BY PASSENGER AND EXTRA EXPENSES

Any and all payments by Passenger to Carrier shall be made in Euro currency or such other currency acceptable to Carrier as outlined in the Booking Confirmation issued to the Passenger. All charges for services and products provided on board the Vessel must be settled in cash or charged (via credit card acceptable to Carrier) before Passenger's final disembarkation from the Vessel. Any other expenses incurred by Passenger or by Carrier on behalf of Passenger shall be payable by Passenger on demand.

Carrier reserves the right to impose a supplemental charge relating to unanticipated occurrences including, but not limited to, increases in the price of fuel. Any such supplement charges may apply, at Carrier's sole discretion, to both existing and new bookings (regardless of whether such bookings have been paid in full).

14. FORCE MAJEURE

Carrier and Vessel shall not be liable in any way to Passenger for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for Carrier or Vessel's failure to commence, perform and/or complete any duty owed to Passenger if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war-like operations, terrorist activities, civil commotions, labour difficulties, whether or not Carrier is a party thereto, interference by authorities, requisitioning of the Vessel, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Vessel, explosion, breakdown or failure of or damage to the Vessel or its hull, machineries or fittings, weather and sea conditions, high or low water levels, lock malfunction, that may arise or be caused by, riots, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of Carrier and/or Vessel.

15. CHOICE OF LAW

The law governing all aspects of these terms and conditions is stipulated and agreed to be Maltese law.

16. CHOICE OF FORUM

Any dispute arising out of or in connection with the Booking, the Contract (including these terms and conditions), the ownership and/or the operation of the Vessel, whether against Carrier in person or the Vessel, shall be determined by the civil courts of Malta to the jurisdiction of which Carrier and Passenger and all persons in Passenger's party hereby submit themselves, and to the exclusion of the jurisdiction of all other courts.

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If any action is initiated in any court other than the courts of Malta, Carrier and Passenger and all in Passenger's party agree to the immediate transfer of said action to the courts of Malta, any attorney's fees and/or costs incurred in successfully transferring an action brought in any venue other than the courts of Malta, shall be awarded to the party procuring the transfer and shall become due and payable at the time of the transfer.

17. SEVERABILITY

Should any provisions of the Contract be contrary to or invalid by virtue of the laws of Malta or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from the Contract and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of these Conditions are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice-versa.

18. WARRANTIES / PERIOD OF RESPONSIBILITY / CONSEQUENTIAL DAMAGES EXCLUDED

To the extent permissible all warranties including warranties of fitness for use and merchantability are expressly excluded from the Contract. Carrier and Vessel shall under no circumstances be liable for delay or for any indirect, special or consequential damages. The liability of Carrier and Vessel is limited to the time that Passenger or Baggage is actually on board the Vessel. Carrier therefore does not accept any liability when Passenger or Baggage is not on board the Vessel.

19. WRITTEN NOTICES

Except as otherwise expressly provided in the Contract, all written notices required by this Contract must be mailed, postage prepaid to:

PEC Ltd
Office No 3,
Victoria Mansions Block 3,
Piazza Toni Bajada,
Naxxar, Malta, NXR 2605

20. INCORPORATION OF TERMS AND PRECEDENCE

All of the terms and conditions of the Booking Confirmation are expressly incorporated in these Conditions as if fully set out herein. To the extent of any inconsistency between the Booking Confirmation and these Conditions the terms of these Conditions shall prevail.

21. ENTIRE AGREEMENT

The Booking Confirmation together with these Conditions represent the entire agreement and a binding contract between Passenger and Carrier. Passenger's acceptance of the Booking Confirmation constitutes Passenger's consent to the provisions of the Contract (including these Conditions). These Conditions supersede any oral or written representations. Any change in these Conditions must be in writing and signed by the President of Carrier and may require a commensurate increase in fare.
