

Booking conditions

These are the terms and conditions which will apply to your holiday. Please read them carefully as you will be bound by them.

Definitions

1. In these Conditions and unless the context requires otherwise: **“the Contract”** means the contract made between Ocean Village and the Passenger relating to the Package; **“Cruise”** means the cruise on board the ship as described in the relevant Ocean Village brochure or other documentation published by or on behalf of Ocean Village; **“force majeure”** means unusual and unforeseeable circumstances beyond the control of Ocean Village that Ocean Village cannot, even with the exercise of reasonable skill and care, provide the Package, or part thereof, including any part of the itinerary, and includes (without limitation) war or threat of war, terrorist activity or the threat of terrorist activity, riots, civil commotion, disaster, Act of God, natural and nuclear disaster, fire, closure of ports, strikes or other industrial action, medical problems on board the ship or at intended ports, including, in each case, incidents of infectious or other diseases or illnesses, lawful deviation at sea in response to a distress call or other emergency and adverse weather conditions; **“itinerary”** means the proposed itinerary as described in the relevant Ocean Village brochure or other documentation published by or on behalf of Ocean Village; **“the Passenger”** means each and every person named in the booking and/or an Ocean Village ticket; **“Ocean Village”** means Carnival plc trading as Ocean Village; **“the price”** means the price for the Package (excluding shore excursions and any additional charges shown as such in the relevant Ocean Village brochure or otherwise advertised) applicable at the time of booking and payable by the Passenger under the Contract; **“shore excursion”** means any excursion offered for sale by Ocean Village for which a separate charge is payable at the time outside the price whether reserved in the UK prior to the commencement of the Package or purchased on board the ship; **“shuttle service”** means any transportation service (ferry, bus, coach or minibus) provided by a third party which may (without guarantee) be available to Ocean Village’s passengers in certain ports; **“Package”** means the Cruise and any flights to and from the UK and any pre-cruise and/or post-cruise package which is sold at the same time as the Cruise, but not shore excursions or shuttle services; **“a significant alteration”** means major changes to your cruise; **“Supplier(s)”** means any company or individual which provides any service forming part of the Package.

The contract

2. The Contract shall be between Ocean Village and the Passenger on the basis of these Conditions and the information contained in the brochure, and shall be governed by English law and the non-exclusive jurisdiction of the English courts.
3. By making a booking, the Passenger confirms that all persons named in the booking including minors and persons under disability (and their personal representatives) have agreed to be bound by these Conditions and all other terms of the Contract, and that he/she has their authority to do so on their behalf.
4. All Packages are subject to availability at the time of booking. No Contract shall be made until the deposit (or, where appropriate, the full price) has been paid, whether or not a booking confirmation has been issued, but all money paid to a travel agent shall be treated as having been paid to Ocean Village. Failure to pay the balance by the due date shall entitle Ocean Village to cancel the booking and retain the deposit by way of a cancellation charge. Failure to pay any other amount by the due date shall entitle Ocean Village to cancel the booking and to retain an amount by way of a cancellation charge as set out in clause 38.
5. A Passenger shall not have the right to exclusive occupancy of a cabin with two or more berths unless the single person supplement is paid. If a cancellation results in a Passenger becoming the sole occupant of a cabin with two or more berths, he/she shall be liable to pay the single person supplement. If a cancellation reduces the number of Passengers originally booked together in a cabin, the remaining Passengers shall each be liable to pay any increase in the price arising as the result of such reduction.
6. For Packages including any flights to or from the UK (and if not already confirmed at the time of booking), Ocean Village will issue an ATOL confirmation invoice giving the details of the flight arrangements (including UK and destination airports) within a reasonable time after such arrangements are known.

7. Shore excursions are available for separate purchase on board and are arranged by Ocean Village with local operators. They do not form part of the Contract and are not performed by Ocean Village.
8. A booking may only be made by a person aged 18 or over. All Passengers who, at the time of departure, will be under 18 years old must be accompanied by a Passenger aged 21 or over who will at all times during the Package be responsible for their welfare, conduct and behaviour. Passengers under 16 years old are not permitted to disembark the ship in any port without a Passenger who is accompanying them on the Package in accordance with this clause.
9. Children aged 6 months or less at the commencement of the Package will be refused permission to board the ship and Ocean Village shall have no liability whatsoever for any consequences of such refusal. Certain Packages also have prohibitions on children aged 12 months or less. Passengers should check with Ocean Village before booking.
10. Passengers are responsible for ensuring that they arrive in plenty of time for check in for flights to/from the vessel including any interconnecting flights. Passengers are responsible for checking with regard to any delay/cancellation of flights. Passengers must ensure that they have a valid passport and any other necessary travel documents (such as visas) for their Package and should read the relevant section Ocean Village’s brochure before booking.
11. Ocean Village may incur a fine if the Passenger fails to comply with all relevant visa or documentation requirements for their Package. Ocean Village reserves the right to re-charge any such fines to the Passenger.

Amendments to the contract

12. In clauses 12 and 13, “another person” means another person who satisfies all conditions applicable to the Package. A Package may be transferred to another person provided that the Passenger consults with Ocean Village prior to purporting to transfer the Package (so that, for example, Ocean Village may require the Package is transferred to someone on its wait list) and Ocean Village receives the transfer request more than 56 days before the scheduled departure date. Between 56 and 14 days (inclusive) before the scheduled departure date and subject to the conditions above, Ocean Village will normally agree to such a transfer only where the original Passenger will be prevented from travelling by reason of an unavoidable event (such as illness, death of a close relative or jury service) and Ocean Village may require satisfactory evidence before agreeing to the transfer. All transfers of a Package to another person at any time up to 14 days or more before the scheduled departure date will be subject to an administration charge of £20.
13. Any request for a transfer of a Package to another person which is received by Ocean Village 13 days or less before the scheduled departure date shall be treated as a cancellation by the Passenger of the Contract and a cancellation charge under clause 38 shall become payable.
14. Any transfer of a Package including any flights will also be subject to any charges imposed by the airline. Passengers should note that airlines may not allow transfers on scheduled flights and that a flight booking may have to be cancelled and rebooked, in which event the re-booking will always be subject to flight availability and to payment of any charges imposed by the airline which may, in some cases, be the full cost of the ticket.
15. If a Passenger wishes to transfer to another Package, this will generally be treated as a cancellation under clause 38. Ocean Village, at its discretion, may allow the transfer without treating it as a cancellation if the Ocean Village holiday to which the transfer is to be made departs within 12 months of the original and is for a higher price. Agreement to transfer a Package would also be conditional upon such a request being made more than 56 days before the original scheduled departure date; there being availability; and to payment of both an administration charge of £100 and any expenses (such as airline charges) incurred by Ocean Village as a result. Such a transfer would only be allowed on one occasion. The criteria for allowing transfers may be changed by Ocean Village at any time without notice.
16. All such transfers to another Package will be treated as a new booking. Any discount or promotion applicable to the original booking may not apply to the new booking, in which case the Passenger shall be required to pay any difference in price.
17. After a Package has been booked, Ocean Village will try to accommodate any request for a change (such as a change of cabin), but such changes are always at Ocean Village’s discretion and are subject to an administration charge of £20.

Fitness to travel

18. The Passenger making the booking represents that all Passengers in the booking are fit to travel.
19. At the time of booking every Passenger is obliged to inform Ocean Village of any illnesses or physical or mental incapacities which may require special care or assistance. No booking can be accepted for Passengers whose physical or mental conditions would render their participation in the Package impossible or dangerous for the individual concerned or for others, or which require methods of care or assistance that are impossible or impracticable to provide on board the ship.
20. Ocean Village reserves the right to require any Passenger to produce medical evidence of fitness to travel on the Package.
21. Passengers who may require special treatment or assistance (including Passengers who use wheelchairs) must advise Ocean Village in writing before a booking is made. Passengers who use wheelchairs must furnish their own standard size wheelchairs and must be accompanied by a travelling companion fit and able to assist them. Ships’ wheelchairs are available for emergency use only. Further information is contained in the brochure. Ocean Village reserves the right to refuse passage to any Passenger who has failed to notify Ocean Village of the need for assistance.
22. Ocean Village and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. All Passengers agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. In the interests of health and safety Ocean Village may deny boarding to any Passenger who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Refusal by a Passenger to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. All cases of denied boarding will be treated as a cancellation attracting 100% cancellation charges in accordance with clause 38.

23. In the event that any viral and/or bacterial illness is diagnosed whilst a Passenger is on board that Passenger may be required to remain in his or her cabin for reasons of health and safety. In the event that any Passenger refuses to remain in their cabin during the period recommended by the ship’s doctor then that Passenger may for reasons of health and safety be disembarked by Ocean Village without any further liability.
24. Ocean Village may refuse passage to any Passenger who it considers is unfit for travel or whose condition may constitute a danger to themselves or to others, on board the ship or otherwise. See also clauses 25 to 31.

Pregnancy

25. Ocean Village recommends that women who are less than 12 weeks pregnant should seek medical advice prior to travel.

26. Ocean Village does not have on board its ships adequate medical facilities for childbirth. Accordingly for reasons of health and safety Ocean Village regrets that it cannot carry Passengers who will have entered their 24th week of pregnancy or beyond at any point during their Package. All pregnant women are required to produce a doctor’s or midwife’s letter stating that mother and baby are in good health, fit to travel taking into account the proposed itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) calculated from both the last menstrual period (LMP) and ultrasound (if performed). Ocean Village cannot accept a booking or subsequently carry a Passenger unless they comply with the requirements of this clause. In the case of a booking by or on behalf of a pregnant Passenger made before it could reasonably have been known that the Passenger would not be able to join the Package by reason of the Passenger entering their 24th week of pregnancy or beyond at any point in their Package, Ocean Village will refund in full the price paid by or on behalf of that Passenger and the price paid by any accompanying Passenger, provided that the pregnant Passenger notified Ocean Village as soon as reasonably practicable upon becoming aware that she would not be able to join the Package, but shall otherwise have no liability whatsoever. Ocean Village expressly reserves the right to refuse passage on board to any Passenger who appears to be in an advanced state of pregnancy and Ocean Village shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Passenger.

27. Pregnant Passengers are referred to clauses 29 - 31 headed “Medical Treatment” for information regarding the medical facilities on board.
28. The ship’s doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by Ocean Village in respect of the inability to provide such services or equipment.

Medical treatment

29. The Passenger acknowledges that whilst there is a qualified doctor on board it is the Passenger’s obligation and responsibility to seek medical assistance if necessary during the Cruise.
30. The ship’s doctor is not a specialist and the ship’s medical centre is not required to be and is not equipped to the same standards as a land based hospital. The ship carries medical supplies and equipment in accordance with the requirements of its flag state. Neither Ocean Village nor the ship’s doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.
31. In the event of illness or injury a Passenger may have to be landed ashore for medical treatment. No representations are made regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed. Medical facilities do vary from port to port and no representations or warranties are made in relation to the standard of medical treatment provided by the various hospitals and/or clinics.

Insurance

32. It is a condition of the Contract that every Passenger must have travel insurance in force for the entire duration of the Package. Details of the insurance policy (which must as a minimum include medical and repatriation coverage for not less than £2 million) must be provided at the time of booking or as soon as practicable thereafter.
33. Wherever possible, Ocean Village will offer general assistance to any Passenger who suffers illness, personal injury or death during the period of the Package, whether or not arising from an activity forming part of the Package and whether or not the result of fault by any party.
34. Any cost or expense which is reasonably incurred by Ocean Village for or on behalf of the Passenger in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by the Passenger to Ocean Village, whether or not such sum is covered by the Passenger’s travel insurance.

Prices and extras

35. All prices are based on costs and exchange rates as at October 2009. Ocean Village reserves the right to vary particulars and prices shown in the brochure after the date of publication. Prices, discounts, supplements and special offers advertised in the brochure or elsewhere may be withdrawn or changed. Prices may go up or down. Passengers should contact their travel agent for up to date prices and charges before booking, or call us on 0845 358 5000, or visit our website: www.oceanvillageholidays.co.uk
36. The price of your Package can be varied due to changes in transportation costs such as fuel, scheduled air fares and other airline cost changes which are part of the contract between the airline (and their agents) and Ocean Village, government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation. In the case of any small variation, an amount equivalent to 2 per cent of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed for increases but not retained from refunds. For larger variations this 2 per cent will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per Passenger, together with an amount to cover agents’ commission. If this means the Passenger has to pay an increase of more than 10 per cent of the price of the Package, the Passenger may cancel the Contract and receive a full refund of all monies paid, except for any amendment charges or insurance premiums. No consequential costs or expenses or loss of profits will be payable. Ocean Village will consider an appropriate refund of insurance premiums paid if the Passenger can show that he/she was unable to transfer or re-use the policy. Should the Passenger decide to cancel for this reason, the Passenger must exercise his right to do so within 14 days from the issue date printed on the final invoice. Alternatively, the Passenger can accept an offer of an alternative Package if Ocean Village is able to provide an alternative and transfer payment made in respect of the original Package to the alternative Package. If the cost of the alternative Package is less than the original Package the difference in price will be refundable. Please note that travel arrangements are not always purchased in local currency and some apparent charges have no impact on the price of your Package due to contractual and other protection in place.
37. All accounts for on-board services and goods and for shore excursions must be settled in full before the Passenger leaves the ship. In the event that a Passenger fails to settle his on-board account at or before the completion of the Cruise, Ocean Village shall be entitled to make a reasonable administration charge for the subsequent collection of such sum due in addition to any costs of legal process.

Cancellation by the passenger

45. The Passenger may cancel the Contract at any time prior to the commencement of the Package by giving notice in writing to Reservations Department, Ocean Village, Carnival House, 100 Harbour Parade, Southampton, SO15 1ST (fax number 023 8065 7466), but in that event Ocean Village shall be entitled to levy a cancellation charge as a percentage of the price paid in accordance with the following scales.

Period before departure within which notice of cancellation is received by Ocean Village	Cancellation charges (percentage of price paid)
From the date of booking until 57 days before departure	Deposit
56 to 42 days	45%
41 to 16 days	75%
15 to 6 days	90%
Less than 6 days before departure or failure to embark.	100%
For fly cruises, departure day is the date of the flight departure.	

39. It may be possible for the Passenger to re-claim these cancellation charges (less any applicable excess) under the terms of the Passenger’s insurance policy. Claims should be submitted to the appropriate insurer. After departure, if the Passenger disembarks whether by reason of sickness or any other reason the Passenger will not be entitled to a refund of a proportion of the Package not used.

Alteration and cancellation by Ocean Village prior to departure

40. Whilst Ocean Village will do its best not to cancel or to make any significant alteration after a booking has been made, it shall nevertheless be entitled at any time prior to departure to cancel the Contract or to change and/or curtail the Package where this reasonably becomes necessary on operational, commercial or other grounds. Ocean Village will inform the Passenger of any such cancellation or change of Package as quickly as possible (with, where appropriate, written confirmation as soon as reasonably possible thereafter). If Ocean Village makes a significant alteration to

the Package it will inform the Passenger or his travel agent as soon as reasonably possible. The Passenger will have the choice of either accepting the alteration, accepting an offer of an alternative Package of comparable standard if available (Ocean Village will refund any price difference if the alternative is of a lower value) or cancelling the Package and receiving a full refund of all monies paid. The Passenger recognises and agrees that it will not normally be possible for Ocean Village to offer an appropriate substitute Package which is available at about the same time as and/or with a similar itinerary to that originally booked, but Ocean Village will do its best to provide a suitable alternative Package of similar duration and value. The Passenger must notify Ocean Village of his decision as soon as reasonably possible and in any event not later than 14 days of being informed of the significant alteration.
41. If the Passenger cancels the Package in the circumstances set out in clause 40 or if Ocean Village cancels the Package, the Passenger shall also be entitled to compensation as follows (except if the change or cancellation is due to force majeure, non-payment by the Passenger or where the minimum number of Passengers required for a Package to proceed is not reached).

Period of notification given by Ocean Village	Compensation per full fare paying passenger
56 to 43 days	5% holiday credit
42 to 29 days	10% holiday credit
28 to 15 days	15% holiday credit
14 to 0 days	20% holiday credit

42. The value of any cruise credit will be calculated by reference to the price actually paid for the cancelled Package and may only be used for other bookings with Ocean Village. Any such new booking must be in respect of a holiday that departs on or before 21 October 2010. Credit vouchers may be redeemed against the price of the new Package net of any discount available to the Passenger at the time of booking. The compensation set out above does not exclude the Passenger from claiming more if he/she is entitled to do so or from requesting that compensation be provided in a different form. No consequential costs or expenses or loss of profits will be payable.

Alteration and cancellation by Ocean Village after departure

43. After departure, Ocean Village does not guarantee that the ship will call at every port on the itinerary or follow every part of the advertised route or schedule or that every part of the Package will be provided. Ocean Village reserves the absolute right to decide whether or not to omit any such port(s) and/or to call at additional ports and/or to change the advertised route, schedule or Package. If Ocean Village is unable to provide a significant proportion of the Package, it will make suitable alternative arrangements, at no extra cost to the Passenger, for the continuation of the Package. If the Passenger does not accept them, for good reasons, or, if it is impossible to make suitable alternative arrangements Ocean Village will, where appropriate, provide the Passenger with transport back to the place of departure or to another place to which Ocean Village and the Passenger have agreed. In both cases Ocean Village will, where appropriate, compensate the Passenger. Please note that compensation will not be payable if an alteration is minor or if Ocean Village is not able to provide a significant proportion of the Package due to force majeure.
44. Transit or part transit of straits, other sea areas controlled by vessel traffic schemes, canals, rivers and all other navigable waterways may be subject to delay due to operational circumstances and/or the requirements of the local authorities and Ocean Village shall have no liability whatsoever in respect of any such delay.

Security, safety and support

45. Passengers are expected at all times to conduct themselves in a proper manner and with due regard to the health, safety, comfort, enjoyment and general well-being of all persons both on board the ship and involved in the provision of any service or facility forming part of the Package or any shore excursion, and the Passenger expressly agrees to this. If it appears that a Passenger’s conduct, behaviour or health is such as to be a breach of this requirement or the Passenger’s behaviour, health or conduct is likely to endanger the Passenger’s own health or safety or that of any other Passenger or crew or may make the Passenger likely to be refused permission to go ashore at any port or may make Ocean Village liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then Ocean Village and/or the Master shall have the right according to the particular circumstances to take any one or more of the following measures as may appear to be reasonable and appropriate –
• refuse to embark or to disembark the Passenger at any particular port or other place of call;
• disembark the Passenger;
• transfer the Passenger to another berth;
• confine the Passenger to a particular cabin or to the ship’s medical centre;
• through the ship’s doctor and/or his staff, administer any drug, medicine or other substance of a similar nature, or admit and/or confine the Passenger to a hospital or any similar institution at any port as the ship’s doctor may consider necessary;
• repatriate the Passenger to the United Kingdom.
46. In the event of Ocean Village and/or the Master acting in accordance with clause 45 above, neither the Passenger nor (at the sole discretion of Ocean Village) any other person travelling with the Passenger (whether or not under the same booking) shall be entitled to make a claim against Ocean Village for any loss or expense incurred as a result of such action, whether for a full or partial refund of the price or for any other form of compensation or for the cost of returning to the United Kingdom or to any other place or for any other form of loss or expense whatsoever. Where the Passenger is repatriated pursuant to this clause at Ocean Village’s

expense, Ocean Village shall have the right to recover the cost of this.

47. If any Passenger is denied the right to board an aircraft because, in the reasonable opinion of the Captain, the Passenger is unfit to travel or represents a threat to the safety of the aircraft or its passengers or crew or is abusive or disruptive, Ocean Village will not be liable to complete the Passenger’s holiday arrangements and will not be liable to pay any refunds or compensation. If an aircraft is forced to make an unscheduled landing as a result of the conduct of any Passenger, Ocean Village shall have the right to recover the full cost thereof from the Passenger.
48. For security reasons, it may be necessary at any time to search Passengers and/or their luggage and goods and the Passenger agrees to allow such search upon being so requested by the Master or any other authorised person.
49. The Passenger must not bring on board the ship any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance, nor any animals. To do so shall be a breach of these Conditions and shall render the Passenger strictly liable to Ocean Village for any injury, loss, damage or expense and the Passenger shall compensate Ocean Village in full for any loss, damage or expense suffered by Ocean Village as a result of such breach. The Passenger may also be personally liable to statutory penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and search the cabin and personal luggage (whether or not in the cabin) of any Passenger whom the Master reasonably believes may be in breach of this clause. Where the Passenger is found to be in breach of this clause, Ocean Village and/or the Master of the ship shall be entitled to exercise any of the powers conferred by clause 45 and clause 46 shall apply.
50. Any crew member or other person authorised by Ocean Village shall be entitled to enter a Passenger’s cabin to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

Complaints

51. Any problem which arises during a holiday must be raised by the Passenger at the time with a representative of Ocean Village. If the problem is not resolved to the full satisfaction of the Passenger during the holiday, it is essential that to enable the complaint to be investigated properly it must be notified in writing to Ocean Village at the earliest opportunity thereafter and in any event no later than 28 days after the Passenger’s return from the Package. Failure to report the complaint within this time may adversely affect Ocean Village’s ability to investigate and deal with it and may prejudice any future claim.

Liability

52. Subject to paragraphs 52 to 56 Ocean Village accepts responsibility for death, injury or illness caused by the negligent acts and/or omissions of its Suppliers in respect of the Package, but excluding the Cruise. Ocean Village limits its liability, where applicable, by the conventions referred to in clauses 55 to 60 inclusive. In any event, Ocean Village is not responsible for any improper or non-performance of any services forming part of the Package which are wholly attributable to the fault of the Passenger; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Ocean Village and/or the relevant Supplier the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or any event which Ocean Village and/or the relevant Supplier could not even with all due care have foreseen or forestalled.
53. For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in clauses 55 to 60 inclusive, Ocean Village’s liability for improper performance of the Contract shall be limited to a maximum of twice the price which the Passenger affected paid for the Package (not including insurance premiums and amendment charges) and Ocean Village shall have no liability for any loss of business or profits, loss of use or any other consequential or indirect loss or damage.
54. All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These may limit or exclude liability. They are expressly incorporated into the Contract. Copies of these terms and conditions are available on request from Ocean Village. Ocean Village will ensure that the Passenger is informed of the identity of the air carrier once it has been finalised and details of likely carriers are contained in the brochure. Ocean Village does not use any carrier on the EU banned carrier list, available via our website. The liability of Ocean Village will not exceed that of any carrier.

55. Carriage of Passengers and their luggage by air is governed by various international conventions (hereinafter “the international air conventions”), including the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. Flights between the UK and any member state of the European Union are currently governed by EC Regulation 889/2002 which gives legal effect to the Montreal Convention 1999. To the extent that Ocean Village may be liable as a non-performing air carrier to Passengers in respect of carriage by air, the terms of the international air conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a fly cruise between Ocean Village and a Passenger) are expressly incorporated into these Conditions. The international air conventions may permit the carrier to limit its liability for death and personal injury, loss of and damage to luggage and delay. Insofar as Ocean Village may have any liability to the Passenger in respect of carriage by air, it shall be determined accordingly. Copies of these conventions are available from Ocean Village on request.

56. Carriage of Passengers and their luggage by sea, including the Cruise, is governed by the Athens Convention 1974 (whether as subsequently amended or otherwise “the Athens Convention”). A copy is available on request. The Athens Convention is expressly incorporated into these Conditions and any liability of Ocean Village for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be solely brought in accordance with the Athens Convention and solely determined in accordance with the Athens Convention. In most cases, the Athens Convention limits the carrier’s liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to the Passenger unless written notice is given to Ocean Village (as carrier):
a. in the case of apparent damage, before or at the time of disembarkation or redelivery;
b. 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.
57. Any damages payable by Ocean Village up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in Article 8 (4) of the Athens Convention.

58. Insofar as Ocean Village may be liable to a Passenger in respect of claims arising out of carriage by air or carriage by sea, Ocean Village shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual air carrier (including his own terms and conditions of carriage) and under the Athens Convention, and nothing in these Conditions shall be deemed a surrender thereof. To the extent that any provision in these Conditions is made null and void by the Warsaw Convention, the Montreal Convention or the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further.
59. Insofar as the Cruise may be performed on a ship not owned by Ocean Village, it is agreed that Ocean Village shall at all times nevertheless be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability thereunder.

60. Except for claims arising out of carriage by air (as provided by clause 53), any liability in respect of death and personal injury and loss of and damage to luggage which Ocean Village may incur to the Passenger during sea carriage, whether under the Contract in accordance with these Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention.
61. In respect of any claims for loss of or damage to property including luggage which are not covered by international conventions including the Athens Convention and/or the Montreal Convention and where liability is not limited by reference to any enactment, terms or conditions then any legal liability that Ocean Village may have for or any such losses will be limited to £500.00 per Passenger. Ocean Village shall not be liable for lost valuables including jewellery and/or monies under any circumstances. Passengers must ensure that their personal possessions and valuables are with them at all times.

62. Hotels and shuttle services included in the Package are arranged by Ocean Village with local Suppliers who may themselves engage the services of local operators. Standards of hygiene, accommodation and transport in many countries where excursions take place are often lower than comparable standards in the UK. Ocean Village will at all times endeavour to appoint reputable and competent local Suppliers. The terms and conditions of the hotels and shuttle services will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the hotelier or the shuttle services operator. The liability of Ocean Village will not exceed that of any hotelier and/or shuttle services operator. Local laws and regulations of the relevant country will be relevant in assessing performance of the Package services. In the event of a complaint by a Passenger, the Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied even if the laws of England and Wales have not been met. Ocean Village is not responsible for any improper or non-performance of such services which are wholly attributable to the fault of the Passenger; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of the services to be provided; unusual and unforeseeable circumstances beyond the control of Ocean Village and/or the relevant Supplier the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or any event which Ocean Village and/or the relevant Supplier could not even with all due care have foreseen or forestalled.

63. Ocean Village does not include any shore excursions in the price. Shore excursions do not form any part of a Package. Shore excursions may be reserved after a Package has been booked from a separate shore excursions brochure or online. Reservations may be made for a specified period prior to the Cruise commencing. Purchases may also be made onboard the ship.

64. Any shore excursions booked will be supplied by local operators. Ocean Village will at all times endeavour to appoint reputable and competent local operators who apply the local laws and regulations of the relevant country. Shore excursion operators are not Ocean Village’s servants, agents or suppliers. Ocean Village is not responsible for any acts or omissions which are wholly attributable to the fault of the local operators. Ocean Village does not operate, perform or otherwise organise and/or audit any shore excursions. All Passengers must ensure that they are fit and healthy to undertake shore excursions. All shore excursions are governed by the terms and conditions in the shore excursions brochure.

65. All employees, agents, contractors and their sub-contractors (including Suppliers as defined in clause 1), as

well as all insurers of both Ocean Village and its Suppliers shall have the benefit of the same rights, defences, immunities and limitations available to Ocean Village under these Conditions.

Actions, claims and time limits

66. Any action by a Passenger arising out of carriage by air or sea must be commenced within the time limit prescribed by the Warsaw Convention, the Montreal Convention or the Athens Convention, as applicable.
67. If a court or tribunal applies any law other than English law, Ocean Village shall (in respect of all exclusions and limitations of liability) be entitled to the maximum protection allowed by that law including statutory protection of limitation as to the amount of damages recoverable.
68. Some disputes involving claims to a limited amount may, if the Passenger so wishes, be referred to arbitration under schemes devised by the Chartered Institute of Arbitrators for the Passenger Shipping Association and ABTA. An application for arbitration must be made within nine months of disembarkation from the ship. In addition, the Passenger Shipping Association offers a low cost conciliation procedure where a non-binding review of correspondence is undertaken by an independent conciliator. Details of these schemes are available on request.

Consumer protection

69. When a Passenger buys an ATOL protected fly cruise from Ocean Village in the UK they will receive a Confirmation Invoice from Ocean Village (or via the authorised agent through which they booked) confirming the Passenger’s arrangements and protection under Ocean Village’s Air Travel Organiser’s Licence number 6294. In the unlikely event that Ocean Village’s insolvency, the CAA will ensure that Passengers booked on fly cruises are not stranded abroad and will arrange to refund any money the Passenger has paid to Ocean Village for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.
70. Not all Packages offered and sold by Ocean Village will be protected in the ATOL scheme. All non-fly cruises sold by Ocean Village in the UK are protected under the ABTA scheme of financial protection. In the unlikely event of Ocean Village’s insolvency, ABTA will ensure that Passengers booked on non-fly cruises are not stranded abroad and will arrange to refund any money paid to Ocean Village for an advance booking. Cruises sold overseas may be covered by consumer protection schemes in place in the country of sale or by the protection scheme operated by ABTA, and Passengers should contact Ocean Village for confirmation of what protection may apply to their booking.

Data protection

71. In clauses 71 to 73, “you” means the Passenger. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, Ocean Village needs to use the personal information you provide such as name, address, any special needs, health, medical, mobility or dietary requirements, etc. Ocean Village may pass personal information on to other relevant suppliers of your travel arrangements such as travel agents, airlines, hotels, and transport companies. Your personal information may also be provided to security and/or credit checking companies, credit and debit card companies, government and enforcement agencies, public authorities such as customs and immigration if required by them, or as required by law. This may involve sending your personal information between different countries, including countries outside the European Economic Area (EEA) where controls on data protection may not be as strong as the legal requirements in this country. This may also apply to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If Ocean Village cannot pass your personal information on to the relevant suppliers, whether in the EEA or not, Ocean Village cannot properly affect your booking. For the safety and security of the ship and its Passengers, Ocean Village may operate closed circuit television (CCTV) in certain areas on board the ship during your Cruise. Please be aware, however, that Ocean Village does not undertake to operate all cameras or monitor or record CCTV images at all times.
72. The personal information you provide to Ocean Village, or which is obtained through your dealings with Ocean Village or other Carnival group cruise brands, will also be used by Carnival plc and Carnival Corporation group companies or by processors on their behalf, to review your dealings with Carnival plc and Carnival Corporation brands including your purchasing and entertainment preferences; to review, develop and improve the cruises and services Carnival offers; for market research purposes and for statistical analysis. This may involve transferring your personal information to Carnival Corporation group companies in the US.
73. Ocean Village is a Carnival plc brand. Carnival plc and Carnival Corporation group companies (including those in the US) may wish to contact you by post, email and/or telephone with news, information and offers from Ocean Village and other Carnival group cruise brands (such as P&O Cruises, Cunard Line, Princess Cruises, Seabourn Cruise Line, Holland America Line, Carnival Cruise Lines and Costa Cruises). If you have booked, you would like to alter your marketing preferences you can now do so via the Cruise Personaliser system on the Ocean Village website. Alternatively, you can write to us at Customer Data Department, Ocean Village, Carnival House, 100 Harbour Parade, Southampton, SO15 1ST. If you wish to obtain a copy of the personal information held about you, please write to the above address. Carnival plc may make a charge for supplying this information as permitted by law.