



TERMS, CONDITIONS AND EXCEPTIONS UNDER WHICH PASSENGERS AND THEIR LUGGAGE ARE CONVEYED

By accepting, receiving, using or travelling under this ticket, the passenger accepts all conditions herein set out, and those displayed at the registered office of the Company, whether or not the ticket was delivered to him/her or any third party.

1. SCHEDULE, DEVIATIONS AND CARRIER'S RESPONSIBILITY

- a) The Carrier undertakes to use its best efforts to carry the passenger and his/her luggage with reasonable dispatch. Schedules are subject to alteration or cancellation without prior notice. The Carrier assumes no responsibility for maintenance of passengers, if for any reason whatsoever, the vessel is detained at any port or if a voyage is delayed or cancelled due to "Force Majeur". Passengers should check the departure date/time 24 hours prior to departure, during opening office hours.
- b) The vessel's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels or persons in distress, availability of berth facilities and other factors beyond the Carrier's control. The Carrier reserves the right to substitute another vessel for the scheduled vessel whether or not owned or operated by Carrier or arrange repatriation by air at its own cost.
- c) Before the voyage begins, the Carrier has the right to cancel or postpone the voyage for any reason without notice if it considers that it is necessary to do so for the safety of the vessel or persons on-board.
- d) The Carrier is not liable for the death of a passenger or for any other personal injury suffered by him through his/her own fault, negligence or imprudence or for loss or damage to his/her hand luggage whilst same is in his/her custody.
- e) The Carrier disclaims responsibility for any additional or forfeited hotel fees, inland or air/sea transportation fees, guided tour fees, booking cancellation fees etc..., which, as a result of unexpected changes in the ship's schedule/itinerary, may have to be borne by the passenger.

2. MEDICAL CONDITIONS

- a) Each passenger acknowledges and voluntarily accepts and assumes the risks inherent in travel by sea. Passenger represents and warrants that he or she is physically and otherwise fit to travel on the voyage. All passengers are required to report to Carrier at the time of booking and follow-up in writing any of the following:-
 - (i) Any physical or mental condition that may require medical or professional treatment or attention during the voyage
 - (ii) Any condition that may render the Passenger unfit for travel, or that may require special care or assistance

- (iii) Any condition that may require oxygen for medical reasons
 - (iv) Any intention or need to use a wheelchair, cart, other mobility device or service onboard the vessel
- b) Passengers aged 65 and above and disabled persons shall, at the time of booking of passages, produce a valid medical certificate (not exceeding one month) attesting that they can undertake a sea journey as per expected voyage time and date/s.
- c) Women pregnant for less than five (5) months undertaking the trip shall have to supply a medical certificate issued 3 days prior to the departure specifying the months of pregnancy and their ability to undertake the voyage. Carrier shall not accommodate women having entered 20th week of pregnancy.

Where a passenger is refused embarkation as a result of health and or fitness to travel, the Carrier shall not be liable for any loss or expense occasioned to the Passenger thereby, nor shall the Passenger be entitled to any compensation from the Carrier.

3. MEDICAL FACILITY ON BOARD

- a) The ship's medical facility is not required to be and is not equipped to the same standards as land-based hospital. The Vessel carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the medical officer, where applicable, shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.
The medical facility is not designed for the treatment of on-going medical conditions and Passengers are responsible for bringing adequate supplies of medication aboard with them.
- b) Where a Passenger is suspected by the Vessel's medical officer with viral or bacterial illness, the Carrier/Master may require the Passenger to be isolated for reasons of health and safety. Refusal to do so may result in disembarkation where the Master considers this to be a real threat to health and safety of those on-board the Vessel.
- c) In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed,
- d) Passengers are advised to ensure that their insurance covers medical treatment
- e) The Carrier reserves the right to limit the number of Disabled Persons or Persons with Reduced Mobility that may be carried on-board the ship to ensure that if evacuation is necessary this can be performed safely for all Passengers on-board.

4. SAFETY & SECURITY ISSUES

- a) Children and mentally or physically disabled persons will, during the course of the voyage remain under the responsibility of the adult passengers accompanying them.
- b) Passengers are requested to beware of slippery surfaces, open doors and deck railings on board.
- c) Passengers are also required to adhere strictly to all ship's safety/security provisions.

- d) Smoking is strictly forbidden on board.
- e) Passengers must pay attention and comply with all regulations and notices relating to the safety and security.
- f) Passengers must at all times conduct themselves in a manner, which respects the safety and privacy of other persons on-board.
- g) Passengers must comply with any reasonable request made by any member of staff, the Master or his officers.
- h) The Carrier and/or its servants and/or agents may refuse to embark passengers under the influence of intoxicating liquor or drugs
- i) The Carrier and/or its servants and/or agents may refuse to serve a Passenger alcohol or further alcohol where in their reasonable opinion the Passenger is likely to be a danger and/or a nuisance to himself, other Passengers and/or the Vessel.

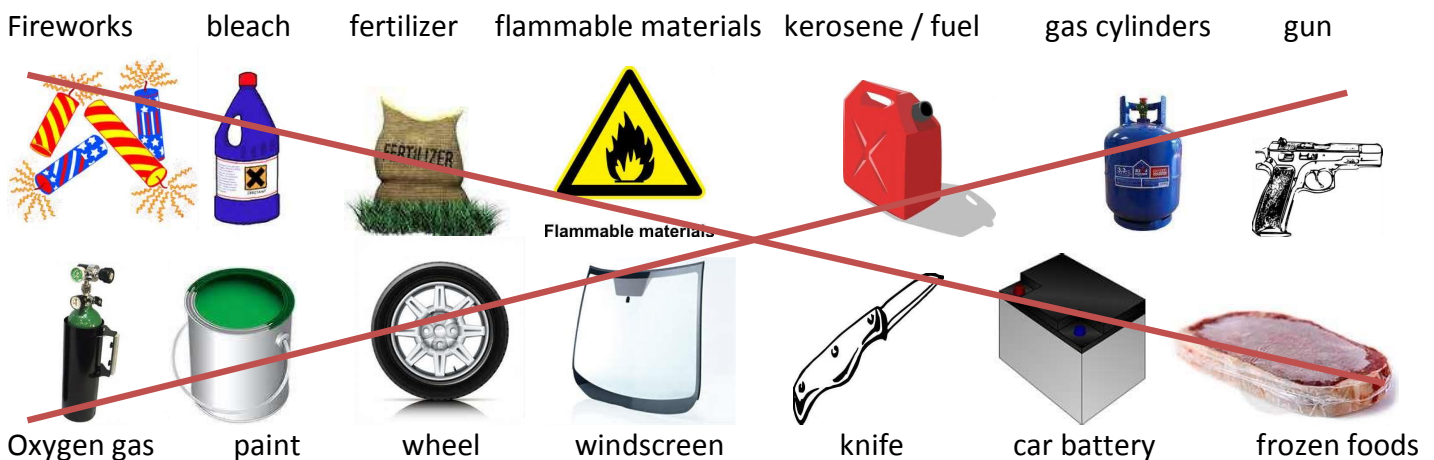
5. PASSENGER'S LUGGAGE AND PERSONAL PROPERTY

- a) Luggage should comprise only *the clothing* and personal effects of the passenger. 2 suitcases - maximum volume: 0,125 m³ - maximum weight per suitcase or per package: 22kg Only "Bona Fide" personal effects are accepted as part of the free luggage allowance, surplus luggage, if accepted, will be at the current excess luggage rates.
- b) All pieces of luggage (suitcases, etc...) should imperatively be labeled with appropriate stickers, showing clearly the name of the owner and/or bearing a distinctive number allowing their owner(s) to be identified.
- c) Only one hand luggage is allowed on board.
- d) The Passenger must pack all pieces of luggage in substantial suitcases or trunks, fastened securely with case locks and strapped or roped to give added protection against damage or loss and clearly labeled with the Passenger's name and address. The Carrier shall not be liable for damage to suitcases or Luggage items including broken handles, wheels, zippers, fabrics or other protrusions, all of which shall be considered ordinary wear and tear.
- e) The carrier shall not be responsible for any fragile or perishable property carried by the passenger.
- f) Merchandise is not allowed to be carried as passenger's baggage.
- g) Notice of claim for loss or damage, if any, should be notified in writing and or report to the officer in attendance/to the Carrier at the time of disembarkation or when the luggage is redelivered to the passenger.
The Carrier's maximum liability in this respect is limited to 13 SDR (special drawing right) as per Merchant Shipping Act 2007.

- h) Passengers are advised that the Carrier will accept no liability in respect of loss of/or damage to bullion, specie/money, jewelry and other valuable items/objects. They are, therefore, strongly advised to take all necessary precautions for the safekeeping of such items, which may be in their possession.
- i) Passengers will not bring on board any firearms, cartridges, explosives or any dangerous goods without the written consent of the Carrier.

6. DANGEROUS GOODS OR ARTICLES

- a) The Passenger shall not bring on board the Vessel any illegal drugs or other illegal items, knives, firearms, weapons, goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance or item.
- b) To do so shall be a breach of these conditions and regulations and shall render the Passenger strictly liable to the Carrier for any injury, loss, damage or expense and/or to indemnify the Carrier against any claim, fine or penalty arising from such breach (including but not limited to legal and other professional costs incurred in dealing with such claims, or proceedings in respect of fines or penalties on a full indemnity basis).
- c) The Passenger may also be liable for statutory fines and/or penalties.
- d) The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and/or search the cabin, Luggage (whether or not in the cabin), other property or person of any Passenger at any time with or without notice and Passenger hereby consents to such entry and search.
- e) **The following (non – exhaustive) articles are prohibited and will not be accepted as part of ‘bona fide’ passenger luggage:-**



7. CANCELLATION & MODIFICATION

- a) In case of ticket cancellation or modification of voyage date, subject to ship's schedule and accommodation availability, the following cancellation fees or booking surcharge will apply in addition to the administrative fee:
 - (i) 120 hours or more before departure: 10% of ticket value : (5 days) or more
 - (ii) 72 hours or more before departure: 30% of ticket value : (3 days) or more
 - (iii) 48 hours or more before departure: 50% of ticket value : (2 days) or more

- b) **No refund** will normally be effected if tickets are returned **less than 48 hours** prior to sailing, whether the prospective passenger wishes to modify his voyage date or not.
- c) **No request for refund will be entertained after 3 months of voyage date.**
- d) Unless specifically agreed and officially endorsed thereon by the Carrier or his representative, passage tickets remain valid for a maximum period of 3 months, subject to provision 7 (a) above.

8. CABIN & SEAT OCCUPANCY

- a) Subject to booking and/or operational exigencies, the Carrier reserves the right to alter a passenger's provisional cabin/seat number. In particular, the attention of passengers is drawn to the fact that there is no guarantee whatsoever that their cabin/seat number on a return journey will be the same as the one they had on the outward leg. In case of dispute, the Master's ruling will be final.
- b) Passenger shall not have the right to exclusive occupancy of a cabin with two (2) or more berths unless he has paid supplement for exclusive occupation. The company reserves the right to transfer the passenger from one cabin to another and may adjust the fare accordingly.

9. PASSENGER'S LIABILITY

The Passenger shall be liable for and shall reimburse the Carrier for any damage to the Vessel and/or its furnishings or equipment or any other property of the Carrier caused by any act or omission by the Passenger or any person for whom the Passenger is Responsible, including, but not limited to, Children travelling with the Passenger.

10. OTHERS/GENERAL CONDITIONS

- a) At the time of booking, passengers are required to notify the Carrier or his agent of any dietary restriction or other impediment they may face and which may require special attention during the voyage.
- b) Passengers are reminded that the Carrier's responsibility starts when they board the vessel and ends when they leave same using the ship's gangway. The Carrier is not responsible for the safety/ security of passengers on the quay side, port area, launches operating between the ships and shore or vice versa, during shore excursions or during inland travel to/from the ship when in port/transit.
- c) The Company, the Master and/or, where applicable, the ship's Doctor, in their sole discretion, may declare that a passenger is for any reason unfit to travel to endanger health or safety, or likely to be refused permission to land at any port, or likely to render the Company liable for Passenger maintenance, support or repatriation, then the Company or the Master shall have the right to take any of the following courses and the company shall have no further liability to passenger:-
 - (i) Refuse to embark the passenger at any port
 - (ii) Disembark the passenger at any port
 - (iii) Transfer the passenger to another berth or cabin

- (iv) If the ship doctor considers it advisable, to place and confine the passenger in the ship's infirmary, to passenger's cabin or any other cabin, or to transfer the passenger to any relevant authority/institution at any port, at the passenger's expense
 - (v) To administer first aid and any drug, medicine or other substance or to admit and/or confirm the passenger by most appropriate means to a health care institution provided that the Master considers that any such steps are necessary.
- d) Visitors or guests boarding the ship do so entirely at their own risk.
- e) The passenger declares that he/she is aware of, and undertakes to comply with, all Immigration, Health, Customs and other regulations in force at the ports of embarkation / disembarkation and in the countries where the ship calls; and to reimburse / compensate the Carrier in case the latter has to incur expenses and / or inconvenience resulting from his / her non-compliance with the said regulations.
- f) Notwithstanding any relevant conditions stipulated in this document, the provisions of the "Code de Commerce" Act 1985 and /or the Merchant shipping act 2007 will apply. In case of dispute, the matter will be referred to the Supreme Court of Mauritius.

MSCL 2014