

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 P&O Cruises and the Passenger relating to the cruise; "cruise" means the cruise holiday as described in the relevant P&O Cruises brochure or other documentation published by or on behalf of P&O Cruises, including any flights to and from the UK and any pre-cruise and/or post-cruise package, but not including shore excursions or shuttle services; "force majeure" means unusual and unforeseeable circumstances beyond the control of P&O Cruises that P&O Cruises cannot, even with the exercise of reasonable skill and care, provide the cruise, 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 P&O Cruises brochure or other documentation published by or on behalf of P&O Cruises; "the Passenger" means each and every person named in the booking and/or a P&O Cruises ticket; "P&O Cruises" means Carnival plc trading as P&O Cruises; "the price" means the price for the cruise (excluding shore excursions and any additional charges shown as such in the relevant P&O Cruises 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 P&O Cruises on board for which a separate charge is payable at the time outside the all-inclusive price whether booked in the UK prior to the commencement of the cruise or on board the cruise ship; "shuttle service" means any transportation service (ferry, bus, coach or minibus) provided by a third party which may (without guarantee) be available to P&O Cruises' passengers in certain ports; "a significant alteration" means major changes to your cruise; "Supplier(s)" means any company or individual which provides any service forming part of the cruise.

THE CONTRACT

2. The Contract shall be between P&O Cruises 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. By entering the contract P&O Cruises agrees to exercise reasonable skill and care to provide the cruise.

3. By making a booking, the Passenger confirms that all persons named in the booking (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 cruises 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 P&O Cruises. Failure to pay the balance by the due date shall entitle P&O Cruises 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 P&O Cruises to cancel the booking and to retain an amount by way of a cancellation charge as set out in clause 25.

5. 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 of age must be accompanied by a Passenger aged 21 or over who will at all times during the cruise be responsible for their welfare, conduct and behaviour.

6. Children aged 6 months or less at the commencement of the cruise will be refused permission to board the cruise ship and P&O Cruises shall have no liability whatsoever for any consequences of such refusal. Certain cruises also have prohibitions on children aged 12 months or less. Passengers should check with P&O Cruises before booking.

7. P&O Cruises does not have on board its cruise ships adequate medical facilities for childbirth. Accordingly pregnant women are only allowed to travel if pregnant for 24 weeks or less at the time of the cruise disembarkation. 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 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). P&O Cruises 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 cruise by reason of this clause, P&O Cruises will refund in full the price paid by or on behalf of that Passenger and the price paid by any accompanying Passenger but shall otherwise have no liability whatsoever. P&O Cruises expressly reserves the right to refuse passage on board to any Passenger who appears to be in an advanced state of pregnancy and P&O Cruises shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Passenger.

8. P&O Cruises reserves the right to require any Passenger to produce medical evidence of fitness to travel on the cruise.

9. Passengers with physical or mental disabilities or other conditions which may require special treatment or assistance (including Passengers who use wheelchairs) must advise P&O Cruises 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. P&O Cruises reserves the right to refuse passage to any Passenger who has failed to notify P&O Cruises of such disabilities or need for assistance or who in the opinion of P&O Cruises is unfit for travel or whose condition may constitute a danger to themselves or to others on board.

10. A Passenger shall not have the right to exclusive occupancy of a stateroom with two or more berths unless the single person surcharge is

paid. If a cancellation results in a Passenger becoming the sole occupant of a stateroom with two or more berths, he/she shall be liable to pay the single person surcharge. If a cancellation reduces the number of Passengers originally booked in a stateroom together, the remaining Passengers shall each be liable to pay any increase in the price arising as the result of such reduction.

11. For fly cruises (and if not already confirmed at the time of booking), P&O Cruises 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.

12. Shore excursions are available for separate purchase on board and are arranged by P&O Cruises with local operators. They do not form part of the Contract.

AMENDMENTS TO THE CONTRACT

13. In clauses 13 and 14, "another person" means another person who satisfies all conditions applicable to the cruise. A booking may be transferred to another person provided that the Passenger consults with P&O Cruises prior to purporting to transfer the cruise (so that, for example, P&O Cruises may require the cruise is transferred to someone on its wait list) and P&O Cruises receives the transfer request more than 90 days before the scheduled departure date. Between 90 and 14 days (inclusive) before the scheduled departure date and subject to the conditions above, P&O Cruises 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 P&O Cruises may require satisfactory evidence before agreeing to the transfer. All transfers of a booking 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.

14. Any request for a transfer of a booking to another person which is received by P&O Cruises 13 days or less before the scheduled departure date shall be treated as a cancellation by the Passenger of the original booking and a cancellation charge under clause 25 shall become payable.

15. Any transfer of a fly cruise 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.

16. If a Passenger wishes to transfer to another cruise, this will generally be treated as a cancellation under clause 25. P&O Cruises, at its discretion, may allow the transfer without treating it as a cancellation if the P&O Cruises holiday to which the transfer is to be made departs within 6 months of the original and is for a higher price. Agreement to transfer a cruise would also be conditional upon such a request being made more than 90 days before the original scheduled departure date; there being availability; and the payment of both an administration charge of £100 and any expenses (such as airline and/or hotel charges) incurred by P&O Cruises as a result. Such a transfer would only be allowed on one occasion. The criteria for allowing transfers may be changed by P&O Cruises at any time without notice.

17. All such transfers to another cruise 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.

18. After a cruise has been booked, P&O Cruises will try to accommodate any request for a change (such as a change of stateroom), but such changes are always at P&O Cruises' discretion and are subject to an administration charge of £20.

INSURANCE

19. It is a condition of the Contract that every Passenger must have travel insurance in force for the entire duration of the cruise. 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.

20. Wherever possible, P&O Cruises will offer general assistance to any Passenger who suffers illness, personal injury or death during the period of the cruise, whether or not arising from an activity forming part of the cruise and whether or not the result of fault by any party.

21. Any cost or expense which is reasonably incurred by P&O Cruises 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 P&O Cruises, whether or not such sum is covered by the Passenger's travel insurance. P&O Cruises may incur a fine if the Passenger fails to comply with all relevant visa or documentation requirements for their holiday. P&O Cruises reserves the right to re-charge any such fines to the Passenger.

PRICES AND EXTRAS

22. All prices are based on costs and exchange rates as at 1 October 2008. P&O Cruises reserves the right to vary particulars and prices shown in this brochure after the date of publication. Prices, discounts, supplements and special offers advertised in this 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 3555333, or visit our website: www.pocruises.co.uk.

23. The price of your cruise 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 P&O Cruises, 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 cruise, the Passenger may cancel the cruise and receive a full refund of all monies paid, except for any amendment charges. P&O Cruises 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 cruise if P&O Cruises are able to provide an alternative and transfer payment made in respect of the original cruise to the alternative cruise. If the cost of the alternative cruise is less than the original cruise the difference in price will be refundable. P&O Cruises will also pay compensation as set out in clause 27 below. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your cruise due to contractual and other protection in place.

24. All accounts for on-board services and goods and for shore excursions must be settled in full before the Passenger leaves the cruise ship. In the event that a Passenger fails to settle his on-board account at or before the completion of the cruise, P&O Cruises 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

25. The Passenger may cancel the Contract at any time prior to the commencement of the cruise via their travel agent or, for Passengers who have booked direct, by calling our Reservations Department but in that event P&O Cruises shall be entitled to levy a cancellation charge as a percentage of the applicable cruise price in accordance with the following scales:

Period before departure within which notice of cancellation is received by P&O Cruises	Cancellation charges (percentage of cruise price)
From the date of booking until 91 days before departure	Deposit
90 to 42 days	45%
41 to 16 days	75%
15 to 6 days	90%
Less than 6 days before departure or failure to embark. For fly cruises, departure day is the date of the flight departure.	100%

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 cruise not used.

ALTERATION AND CANCELLATION BY P&O CRUISES PRIOR TO DEPARTURE

26. Whilst P&O Cruises 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 itinerary where this reasonably becomes necessary on operational, commercial or other grounds. P&O Cruises will inform the Passenger of any such cancellation or change of itinerary as quickly as possible (with, where appropriate, written confirmation as soon as reasonably possible thereafter). If P&O Cruises makes a significant alteration to the cruise 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 cruise of comparable standard if available (P&O Cruises will refund any price difference if the alternative is of a lower value) or cancelling the cruise and receiving a full refund of all monies paid. The Passenger recognises and agrees that it will not normally be possible for P&O Cruises to offer an appropriate substitute cruise which is available at about the same time as and/or with a similar itinerary to that originally booked, but P&O Cruises will do its best to provide a suitable alternative cruise of similar duration and value. The Passenger must notify P&O Cruises of his decision as soon as reasonably possible and in any event not later than 14 days of being informed of the significant alteration.

27. If the Passenger cancels the cruise in the circumstances set out in clause 26 or if P&O Cruises cancels the cruise, 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 cruise to proceed is not reached).

Period of notification given by P&O Cruises	Compensation per full fare paying passenger
90 to 43 days	5% cruise credit
42 to 29 days	10% cruise credit
28 to 15 days	15% cruise credit
14 to 0 days	20% cruise credit

The value of any cruise credit will be calculated by reference to the price actually paid for the cancelled cruise and may only be used for other bookings with P&O Cruises. Any such new booking must be made by no later than 31 December of the year after the date of the original cruise. Credit vouchers may be redeemed against the price of the new cruise 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.

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ALTERATION AND CANCELLATION BY P&O CRUISES AFTER DEPARTURE

28. After departure, P&O Cruises does not guarantee that the cruise 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 cruise will be provided, although P&O Cruises will exercise reasonable skill and care to provide the cruise. P&O Cruises 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 or schedule. If P&O Cruises is unable to provide a significant proportion of the cruise, it will make suitable alternative arrangements, at no extra cost to the Passenger, for the continuation of the cruise. If the Passenger does not accept them, for good reasons, or, if it is impossible to make suitable alternative arrangements P&O Cruises will, where appropriate, provide the Passenger with transport back to the place of departure or to another place to which P&O Cruises and the Passenger have agreed. In both cases P&O Cruises will, where appropriate, compensate the Passenger. Please note that compensation will not be payable if an alteration is minor or if P&O Cruises is not able to provide a significant proportion of the cruise due to force majeure.

29. 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 P&O Cruises shall have no liability whatsoever in respect of any such delay.

SECURITY, SAFETY AND SUPPORT

30. 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 cruise ship and involved in the provision of any service or facility forming part of the cruise 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 P&O Cruises liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then P&O Cruises 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 stateroom 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.

31. In the event of P&O Cruises and/or the Master acting in accordance with clause 30 above, neither the Passenger nor (at the sole discretion of P&O Cruises) any other person travelling with the Passenger (whether or not under the same booking) shall be entitled to make a claim against P&O Cruises 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 P&O Cruises' expense, P&O Cruises shall have the right to recover the cost of this.

32. 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, P&O Cruises 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, P&O Cruises shall have the right to recover the full cost thereof from the Passenger.

33. 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.

34. The Passenger must not bring on board the cruise 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 P&O Cruises for any injury, loss, damage or expense and the Passenger shall compensate P&O Cruises in full for any loss, damage or expense suffered by P&O Cruises 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 stateroom and personal luggage (whether or not in the stateroom) 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, P&O Cruises and/or the Master of the cruise ship shall be entitled to exercise any of the powers conferred by clause 30 and clause 31 shall apply.

35. Any crew member or other person authorised by P&O Cruises shall be entitled to enter a Passenger's stateroom to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

COMPLAINTS

36. Any problem which arises during a holiday must be raised by the Passenger at the time with a representative of P&O Cruises. 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 P&O Cruises at the earliest opportunity thereafter and in any event no later than 28 days after the Passenger's return from the cruise. Failure to report the complaint within this time may adversely affect P&O Cruises' ability to investigate and deal with it and may prejudice any future claim.

LIABILITY

37. P&O Cruises accepts responsibility for death, injury or illness caused by the negligent acts and/or omissions of it and its Suppliers. P&O Cruises limits its liability, where applicable, by the conventions referred to in clauses 40 to 44 inclusive. In any event, P&O Cruises is not responsible for any improper or non-performance which is 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 P&O Cruises 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 P&O Cruises and/or the relevant Supplier could not even with all due care have foreseen or forestalled.

38. For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in clauses 40 to 44 inclusive, P&O Cruises' liability for improper performance of the Contract shall be limited to a maximum of twice the price which the Passenger affected paid for the cruise (not including insurance premiums and amendment charges) and P&O Cruises shall have no liability for any loss of business or profits.

39. 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 and they also form the terms and conditions of separate contracts between the Passenger and the particular carrier as contained in that carrier's ticket which is provided to the Passenger before the scheduled departure date. Copies of these terms and conditions are available on request from P&O Cruises. P&O Cruises 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. P&O Cruises does not use any carrier on the EU banned carrier list, available via our website.

40. 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 P&O Cruises 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 P&O Cruises 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 P&O Cruises 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 P&O Cruises on request.

41. Carriage of passengers and their luggage by sea 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 P&O Cruises for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. 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 P&O Cruises (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.

Any damages payable by P&O Cruises 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.

42. Insofar as P&O Cruises may be liable to a Passenger in respect of claims arising out of carriage by air or carriage by sea, P&O Cruises 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.

43. Insofar as the cruise may be performed on a ship not owned by P&O Cruises, it is agreed that P&O Cruises 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.

44. Except for claims arising out of carriage by air (as provided by clause 40), any liability in respect of death and personal injury and loss of and damage to luggage which P&O Cruises may incur to the Passenger, 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.

45. Hotels, shore excursions and shuttle services are arranged by P&O Cruises with local operators who may themselves engage the services of local suppliers. Standards of hygiene, accommodation and transport in many countries where excursions take place are often lower than comparable standards in the UK. P&O Cruises will at all times endeavour to appoint reputable and competent local operators who comply with all prevailing local rules regulations and standards. P&O Cruises will apply the local laws and regulations of the relevant country to assess performance of the Contract in the event of a complaint by a Passenger. The Contract will be regarded as having been performed if local laws and regulations have been satisfied even

if the laws of England and Wales have not been met unless the absence of a particular safety feature would lead a reasonable Passenger not to enter into the Contract. P&O Cruises is not responsible for any improper or non-performance which is 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; unusual and unforeseeable circumstances beyond the control of P&O Cruises 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 P&O Cruises and/or the relevant Supplier could not even with all due care have foreseen or forestalled.

46. All employees, agents, contractors and their sub-contractors (including Suppliers as defined in clause 1), as well as all insurers of both P&O Cruises and its Suppliers shall have the benefit of the same rights, defences, immunities and limitations available to P&O Cruises under these Conditions, and it is agreed for this purpose that P&O Cruises contracts with the Passenger as agent or trustee for all such persons.

ACTIONS, CLAIMS AND TIME LIMITS

47. Any action by a Passenger arising out of carriage by air or sea must be commenced within the two year time limit prescribed by the Warsaw Convention, the Montreal Convention or the Athens Convention, as applicable.

48. If a court or tribunal applies any law other than English law, P&O Cruises 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.

49. 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 cruise 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

50. When a Passenger buys an ATOL protected fly cruise from P&O Cruises in the UK they will receive a Confirmation Invoice from P&O Cruises (or via the authorised agent through which they booked) confirming the Passenger's arrangements and protection under P&O Cruises' Air Travel Organiser's Licence number 6294. In the unlikely event of P&O Cruises' 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 P&O Cruises for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.

51. Not all cruises offered and sold by P&O Cruises will be protected by the ATOL scheme. All non-fly cruises sold by P&O Cruises in the UK are protected under the ABTA scheme of financial protection. In the unlikely event of P&O Cruises' insolvency, ABTA will ensure that Passengers booked on non-fly cruises are not stranded abroad and will arrange to refund any money paid to P&O Cruises 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 P&O Cruises for confirmation of what protection may apply to your booking.

DATA PROTECTION

52. In clauses 52 to 54, "you" means the Passenger. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, P&O Cruises needs to use the personal information you provide such as name, address, any special needs, health, medical, mobility or dietary requirements, etc. P&O Cruises 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 P&O Cruises cannot pass your personal information on to the relevant suppliers, whether in the EEA or not, P&O Cruises cannot properly effect your booking. For the safety and security of the ship and its passengers, P&O Cruises may operate closed circuit television (CCTV) in certain areas on board the ship during your cruise. Please be aware, however, that P&O Cruises does not undertake to operate all cameras or monitor or record CCTV images at all times.

53. The personal information you provide to P&O Cruises, or which is obtained through your dealings with P&O Cruises or other brands of Carnival plc, will also be used by Carnival plc or by processors on its behalf: to review your dealings with Carnival plc brands including your purchasing preferences; to review, develop and improve the cruises and services Carnival plc offers; for market research purposes and for statistical analysis.

54. Carnival plc may wish to contact you by post, email and/or telephone with news, information and offers on its cruises and other services (including those offered by P&O Cruises and other Carnival group brands such as Cunard Line, Princess Cruises, Seabourn Cruise Line and Ocean Village) and for market research purposes. If you prefer not to be contacted for the purposes set out above please contact the Customer Data Department, P&O Cruises, Richmond House, Terminus Terrace, Southampton, SO14 3PN. 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.