



## PASSENGER CARRIAGE CONTRACT

**Contract:** On receipt of cleared payment of cruise fare(s) or any part thereof by Blue Lagoon Cruises Ltd, a binding contract shall be deemed to exist between the passenger(s) and Blue Lagoon Cruises Ltd subject to the terms and conditions herein.

**Acceptance:** All cruise bookings are confirmed on the basis that bookings made by one person on behalf of themselves and/or other persons shall be deemed as acceptance of the conditions herein by all persons.

**Cruise Fares Include:** Passenger accommodation in out board cabin with private facilities, cruise transportation and services, morning and afternoon tea, meals, cruise entertainment, shore excursions, entrance fees and activities included in the cruise schedule, ship to shore transfers.

**Not Included:** Fuel Surcharge (if any), Liquor, beer, wine, mineral water, soft drinks and other beverages (other than tea, coffee, juices or beverages provided as part of a meal), hire of snorkelling or other equipment, gratuities or other items of a personal nature.

**Deposits:** F\$200pp deposit per passenger required within 14 days at time of confirmation of booking.

### **Cancellation of Confirmed Cruise Booking(s):**

- (a) Full payment of fare required 30 days prior to sailing date unless credit facilities in place (see "International Tour Operator Agreement").
- (b) Cancellation fees detailed below

|              |  |
|--------------|--|
| 31 +         | No Penalty                                       |
| 21 – 30 days | Forfeit deposit of \$200pp as administration fee |
| 15 – 20 days | 30% of the applicable fare(s)                    |
| 0 – 14 days  | 100% of the applicable fare(s)                   |
- (c) Cancellation fees charged in 0-20 days may be applied, with no administration fee, to a future booking if completed within 12 months of initial cancellation date. Cancellation can only occur once to receive this offer.
- (d) All correspondence must be in writing or electronic mail to Blue Lagoon Cruises, Lautoka, Fiji Islands
- (e) Bookings taken within 30 days require full payment before accepted unless credit facilities in place (see "International Tour Operator Agreement").

**Cruise Embarkation:** Passenger reporting time at Blue Lagoon Cruises pre-boarding lounge located at Vitogo Parade, Lautoka is a minimum of one (1) hour before the scheduled cruise departure time. Passengers should contact Blue Lagoon Cruises Limited, Lautoka should they require confirmation of particular cruise departure times.

**Cruise Operations:** Cruise itineraries are subject to wind, tide and weather conditions and are operated at the sole discretion of Blue Lagoon Cruises Ltd in the interests of the safety and welfare of the passengers, vessel and crew. Blue Lagoon Cruises Limited reserves the absolute right to operate any vessel on any cruise, to decline to accept or retain any person(s) on any cruise, shore excursion or other cruise activity, to cancel, amend or alter any cruise schedule or cruise itinerary, shore excursion or any other service for any reason which Blue Lagoon Cruises

Limited in its absolute and sole discretion considers desirable or necessary in the interests of the vessels and or passengers safety and/or well being. Arrival and departure times at ports and various places of call are provided as a guide only and in this regard no warranty, condition or guarantee, express or implied, is given or intended.

**Passenger baggage and valuables:** A baggage allowance of two (2) items per passenger is permitted. It is recommended that baggage be kept to a minimum. All baggage must be clearly and durably marked and identified with passenger(s) name and address. Passengers should ensure that all baggage, valuables and other personal items are comprehensively insured. No intoxicating liquors, firearms, weapons, nor toxic, flammable, illegal or dangerous goods or substances shall be carried without the prior written consent of the Chief Executive Officer of Blue Lagoon Cruises Limited together with the express consent of the Master of the Blue Lagoon vessel. Blue Lagoon Cruises Limited shall not be liable for any loss or damage, of whatsoever nature howsoever arising of passenger(s) baggage, valuables and/or person articles and valuables, the liability for which shall at all times remain solely with the passenger(s) and in this regard the passenger(s) shall release and indemnify Blue Lagoon Cruises Limited from any claim or liability.

**Passenger Carriage:** Blue Lagoon Cruises Limited will exercise due diligence to ensure the safety and comfort of all passengers throughout the cruise. Passenger(s) are required to keep clear of all ships ropes, machinery and other equipment at all times. Passenger(s) are required to exercise caution and seek assistance when boarding or alighting from ships and/or tenders. Blue Lagoon Cruises Limited shall not be liable for and the passenger(s) shall release and indemnify Blue Lagoon Cruises Limited from and against all liabilities, claims, causes of action, suits and/or demands either contractual or tortious at both law and in equity of whatsoever nature whatsoever arising in relation to the provision of transportation and/or other cruise services including but not restricted to shore activities and transfers between ship and shore by Blue Lagoon Cruises Limited, together with any other matter direct or indirect to the passenger(s) booking and or subsequent cruise participation.

**Refusal of Carriage:** Any person or persons who, in the opinion of the Master of the Blue Lagoon Cruise vessel, Director of Hotel Operations and Passenger Services, Chief Executive Officer or other senior Blue Lagoon Cruises Limited executive, appears to be by reason of behavior, appearance, illness or other infirmity (whether physical or mental), unfit to embark upon or participate on a cruise or may be likely in the opinion of the aforesaid Blue Lagoon Cruises Limited personal to impair the health, safety, enjoyment, or reasonable comfort of the other passengers may be refused permission to embark on any cruise or may be landed at any place of call or transferred to any berth, cabin or stateroom, and Blue Lagoon Cruises Limited shall not be liable and the passenger(s) shall release and indemnify Blue Lagoon Cruises Limited from any claim of whatsoever nature arising out of (whether directly or indirectly) any decision or action taken by Blue Lagoon Cruises Limited pursuant to this clause. In this regard passengers are required to advise Blue Lagoon Cruises Limited prior to embarkation on any cruise of any matter, fact, condition or thing of which they are aware which may affect the passenger(s) own or other passengers health, safety, comfort and enjoyment during the cruise.

**Release:** The passenger(s) shall release and indemnify Blue Lagoon Cruises Limited from and against any cause of action, claim, liability, suit or demand of whatsoever nature howsoever arising whether directly or indirectly whether contractual or tortious either at law or in equity for any loss, damage, injury, illness, delay, inconvenience, or expense suffered, sustained, or incurred by the passenger(s) as a result of or by any reason of either directly or indirectly any act or omission of whatsoever nature by Blue Lagoon Cruises Limited, its employees, agents, suppliers, invitees, crew, other passengers, or other persons whomsoever, whether on board Blue Lagoon Cruises Limited vessels or not, or from any perils of the sea or on land or whatsoever other cause. All company defenses, and passenger releases and indemnities shall extend in total for and to the benefit of all Blue Lagoon Cruises Limited employees, servants, agents, suppliers, invitees, shareholders, heirs, successors, and assigns.

**Refunds:** No refunds shall be payable to any passenger(s) for any unavailed service(s) once the cruise has commenced, other than for a decision by Blue Lagoon Cruises Ltd to interrupt any cruise for any reason including but not limited to wind, tide, weather, passenger(s) safety, industrial action, loss or failure of machinery or equipment, vessel damage or safety, force

majeure, or any other reason whatsoever in which event any refund(s) by way of adjustment of fare(s) paid shall be determined at the sole discretion of Blue Lagoon Cruises Limited.

**Entirety of Contract:** The conditions herein constitute the entirety of the contract and the passenger(s) acknowledges that he/she/they has/have not relied upon any representation whether express or implied in entering into same. The place and governing law of this contract shall exclusively be the Republic of Fiji and for this purpose the passenger(s) expressly submit to the jurisdiction of the Republic of Fiji. Should any part of this contract be found to be unenforceable or void, then such part or parts shall be severable and shall not effect the enforceability of any other part.