

## **PRINCESS CRUISES TERMS & CONDITIONS**

### **Introduction**

These are the terms and conditions under which you book your cruise holiday and travel on any Princess Cruises® product we sell you. You are bound by these terms and conditions, so it is important that you read them carefully.

We/Our/Us means Carnival plc, trading as Princess Cruises® and, where the context permits, includes the Carrier. PCL means Princess Cruise Lines Ltd, a Bermudan company. Carrier means PCL, except for bookings on Sun Princess® and Dawn Princess® where Carrier means Carnival plc. In selling you cruises and issuing you tickets, Carnival plc acts as a sales agent for PCL, except for bookings on Sun Princess® and Dawn Princess® where Carnival plc acts as principal. For bookings on Sea Princess® cruises departing and returning to Australia, Carrier means Carnival plc and Carnival plc acts as principal in selling and issuing your tickets.

You are entering into this contract with Carnival plc trading as Princess Cruises®, ARBN 107 998 443.

Certain laws such as the *Competition and Consumer Act 2010 (Cth)* and any applicable state based consumer legislation (from here known as ‘consumer laws’), are in place for your protection. They are designed to ensure the services provided by us (and, where applicable, the Carrier), are provided with due care and skill and are reasonably fit for a cruise holiday. These ‘Terms & Conditions’ do not alter any protection given to you by consumer laws.

### **Bookings**

Each stateroom booked represents an individual booking and can accommodate between one (1) and four (4) passengers, depending on the stateroom configuration. Each booking will be allocated a unique booking number.

### **Your agreement with us**

When you first make a payment towards your cruise holiday, you represent that you have the authority from all passengers on your booking(s), to accept our ‘Terms & Conditions’ on their behalf. Parents/Legal Guardians accept the ‘Terms & Conditions’ on behalf of their children, including those who travel in a separate stateroom. Once we have received a payment on a booking, an agreement on these ‘Terms & Conditions’ becomes effective between all passengers on the booking(s), Carnival plc and, where applicable, the Carrier.

### **Payments**

Once you have decided on your holiday, we will need a deposit to secure your booking. It is essential that deposits are received by us within three (3) days from when the booking is made. If payment is not received within this time, your booking will be automatically cancelled.

**The below payments schedule is applicable to departures up to and including 11 October 2013 on Sun, Dawn & Sea Princess® cruises from Australia or New Zealand, and all other Princess Cruises® departures up to and including April 2013:**

Deposit Required	<i>Cruise Duration (nights)</i>				
Passenger type (per person)	0-6	7-16	17-25	26-59	60 or more
<b>Adult</b>	\$200	\$400	\$750	\$1,500	\$4,000
<b>Child (1 - 12yrs)</b>	\$100	\$200	\$375	\$750	\$2,000
<b>Final Payment Due</b> <i>Number of days prior to departure</i>	75	75	75	90	90

The below payments schedule is applicable to departures from 12 October 2013 on Sun, Dawn & Sea Princess® cruises from Australia or New Zealand, and all other Princess Cruises® departures from May 2013:

	<i>Cruise Duration (nights)</i>	
	Less than 30 nights	30 nights or longer
<b>Deposit required</b>	20% of total fare	20% of total fare
<b>Final Payment Due</b> <i>Number of days prior to departure</i>	75	90

It is essential that you make final payment by the due date and in accordance with the type of fare you have purchased. If payment is not received by the due date, bookings will be automatically cancelled and our 'Cancellation & Refunds' policy will apply. From time to time, we may release promotional fares that have different payment conditions. Please ensure you check the payment conditions at time of booking.

If you are making a booking within the 'Final Payment Due' period of your selected cruise, full payment is required at the time of booking.

## Waitlist Bookings

If your requested cruise or stateroom category is unavailable, you can choose to create a 'waitlist booking'. This means that if your requested cruise or stateroom category becomes available, you will be sent a 'waitlist match' via email. Once sent, you have until the end of the following business day to accept the booking. If accepted, your booking will be subject to our normal Payments and Cancellations & Refunds policies outlined above. There is no deposit required for passengers who already have a booking and would like to waitlist for a different stateroom category on any cruise. For a waitlist only booking a deposit is required. If your waitlist is accepted the waitlist deposit paid will contribute to your booking deposit. If you do not accept the waitlist match, or a waitlist match does not become available, the waitlist deposit is fully refundable.

	<i>Cruise Duration (nights)</i>	
	Less than 30 nights	30 nights or longer
<b>Deposit required*</b>	\$200	\$200

\*Applicable to all new waitlist bookings from 16 March 2012

## Travel Insurance

We strongly recommend you purchase appropriate international travel insurance at the time you pay your deposit. If you do not purchase travel insurance, you may not be able to recover cancellation charges, medical costs, repatriation and other expenses that may arise if things do not go according to plan.

## Cancellation & Refunds

Although we would love to see you onboard, we understand that plans can change. Should you need to cancel your booking, we ask that you notify your Travel Agent or our Cruise Contact Centre at your earliest convenience. The refunds or cancellation charges that will be payable depend on the amount of notice you give us, as follows:

**The below payments schedule is applicable to departures up to and including 11 October 2013 on Sun, Dawn & Sea Princess® cruises from Australia or New Zealand, and all other Princess Cruises® departures up to and including April 2013:**

Cruises Except World Cruise	
<i><b>Days Prior to Departure</b></i>	<i><b>Cancellation Charge</b></i>
181 days or more	Full refund
180 – 71 days	Deposit amount^
70 – 43 days	25% of total fare^
42 – 15 days	50% of total fare^
14 days or less	100% of total fare

  

For the World Cruise		
<i><b>Days Prior to Departure</b></i>	<i><b>Cancellation Charge - by cruise duration</b></i>	
	<i><b>49 nights or less</b></i>	<i><b>50 nights or more</b></i>
181 days or more	Full refund	Full refund
180 – 90 days	Deposit amount^	Deposit amount^
89-64 days	25% of total fare^	50% of total fare^
63-43 days	50% of total fare^	75% of total fare^
42 – 15 days	75% of total fare^	100% of total fare
14 days or less	100% of total fare	100% of total fare

Note: 'Total Fare' is the total amount payable to us for your booking.  
^Any additional fees charged by airlines, hotels or transfer providers due to cancellations, will also be passed on to the passengers.

**The below payments schedule is applicable to departures from 12 October 2013 on Sun, Dawn & Sea Princess® cruises from Australia or New Zealand, and all other Princess Cruises® departures from May 2013:**

Sailings less than 30 nights (including World Cruise sectors)	
<i><b>Days Prior to Departure</b></i>	<i><b>Cancellation Charge</b></i>
181 days or more	N/A - Full refund
180 – 75 days	Deposit amount^
74 – 43 days	25% of total fare^
42 – 15 days	50% of total fare^
14 days or less	100% of total fare

<b>Sailings 30 nights or more (including Full World Cruise and sectors)</b>	
<b>Days Prior to Departure</b>	<b>Cancellation Charge</b>
181 days or more	N/A - Full refund
180 – 90 days	Deposit amount^
89-64 days	50% of total fare^
63-43 days	75% of total fare^
42 days or less	100% of total fare

Note: 'Total Fare' is the total amount payable to us for your booking.  
^Any additional fees charged by airlines, hotels or transfer providers due to cancellations, will also be passed on to the passengers.

<b>Pre and Post Cruise Hotel Packages</b>	
<b>Days Prior to Departure</b>	<b>Cancellation Charge</b>
57 days or more	N/A – Full refund
56-29 days	50% of total cost
28-15 days	75% of total cost
14 days or less	100% of total cost

Please note, your travel agent and promotional fares may have different cancellation and refund conditions. Please ensure you check these at time of booking.

## Changing your cruise holiday

If you choose to change your booking to a different cruise, or to a different sector of a World Cruise, it will be considered as a cancellation of your original booking. In this instance, our cancellation charges, as per our 'Cancellation & Refunds' policy, will apply.

## Your fare

Your fare is determined by the fare type, the number of passengers in your stateroom, its location on the ship, the amenities offered, port charges, government taxes, and any applicable airfares including taxes and fees, transfers and hotel accommodation.

## Fare changes

Once booked, your fare is only subject to any increased taxes. You will be notified of this before it is added to your fare or to your onboard account.

Sometimes we will release promotional fares. These can be offered and withdrawn at any time. If after booking you decide to change to one of these promotional fares, you will need to cancel your existing booking and our 'Cancellation & Refunds' policy will apply.

## Stateroom changes

When making a booking with a specific stateroom number, please advise us or your Travel Agent if you do not want your stateroom changed. This means that you will not be offered a complimentary upgrade to a higher priced category, if one was to become available. Please note that your stateroom can still be changed for operational reasons, including when the number of people booked in the stateroom is less than the number of beds in the stateroom.

In addition, when a booking is made and a specific stateroom number is not selected (known as a 'Guarantee'), the stateroom will be allocated at our discretion in the category booked, or a higher priced category, at a later date.

## Fuel supplement

We may elect to impose a fuel supplement at any time, in which case any additional fees will apply to new bookings only. The total price quoted to you at the time of booking will be inclusive of any applicable fuel supplement.

## Booking changes

Once you have made your booking, please check your invoice, 'Cruise Personalizer', or with your Travel Agent to ensure the details are correct. Should you need to make changes to your booking (spelling corrections or to replace a passenger\*), no administration fees will apply. Please note however, that additional fees charged by airlines for any changes will be passed onto passengers.

\*One original passenger from the booking must always remain in the stateroom. If all original passengers cancel / are replaced, the booking will be subject to applicable cancellation charges. If a cancelling passenger was the only person that qualified the booking for a promotional fare (eg. past passenger fare), additional and remaining passengers will no longer be entitled to this promotional fare. The booking will revert to a different fare and the remaining passengers will need to pay the difference in cost, if any. Changes can only be made up to 48 hours before departure.

## Pregnancy

Passengers who are pregnant during their cruise are required to supply a physicians 'fit to travel' note, including your estimated due date, prior to embarkation. We are unable to accept any passengers who will have entered their 24<sup>th</sup> week, or later, of pregnancy by the end of the cruise.

## Minimum age to travel

*Sun Princess®, Dawn Princess® and Sea Princess® cruises departing and returning to Australia*  
To ensure there is suitable supervision, there needs to be at least one passenger 18 years or older in each stateroom. However, to accommodate families cruising together, children may occupy a separate stateroom to their parent/legal guardian, providing one child is 16 years or over.

For cruises departing from an Australian port between 1 November and 7 January, any passenger under 19 years of age on the day they board the cruise, must travel in the same stateroom as a responsible adult 19 years or older. In addition, from 8 January to 31 January, there is a limit on the number of passengers under 19 years of age who can travel unaccompanied. Once the limit is reached, a responsible adult 19 years or older must travel in the same stateroom. We can advise you at the time of booking whether the limit applies to your booking. The responsible adult is accountable for passengers under 19 years of age in their stateroom for the duration of the cruise, and the 'Rights of the Captain' will be applied to anyone who displays disruptive behaviour.

*All other Princess Cruises® ships*

To ensure there is suitable supervision, there needs to be at least one passenger in each stateroom aged 21 years or older. In order to accommodate families cruising together, children may occupy a separate stateroom to their parent/legal guardian, providing one child is aged 16 or over.

## **Children & Teenagers**

Children love to cruise and Princess Cruises® welcomes them onboard. Due to limited neo-natal facilities onboard and at the destinations we visit, the following minimum ages apply:

<i>Itinerary</i>	<i>Minimum age to travel</i>
Alaska, Canada & New England, Caribbean, Mexican Riviera, Europe (excluding transatlantic voyages) and Panama Canal	6 months
All other itineraries	12 months

In addition, infants aged between six (6) months and three (3) years must remain with their parent/legal guardian at all times.

For the safety and enjoyment of all onboard, there are limits on the number of children and teenagers that can be carried within different age groups. The age of the passenger on the day they board the cruise, is the age we use for the entire holiday. We can advise you at the time of booking whether we are able to accept bookings for children on the cruise you have chosen.

Parents/Legal Guardians are responsible for children and teenagers at all times. If a child or teenager displays dangerous or disruptive behaviour, the 'Rights of the Captain' will be applied to both parent/legal guardian and child/teenager.

Children's access to pools and spas may be restricted and adult supervision is required.

## **Children Centres**

Children less than three (3) years of age are welcome to use the Children Centres' facilities under the direct supervision of their parent/legal guardian. To attend the Children Centres without a parent/legal guardian, children need to be three (3) years of age or over and toilet trained.

Use of the Children Centres requires daily registration and entry is on a first-come-first-served basis as places are limited. On all ships, except Pacific Princess® and Ocean Princess®, group child minding for children three (3) to 12 years is available between 10pm and 1am only, for a charge.

## **Requirements to travel**

Passports, visas, vaccinations and other travel documentation are your responsibility.

Without the necessary passport, visas and/or vaccinations local authorities may deny you boarding, prevent you from going ashore, issue a fine or deny the ship entry into the port. It is also your responsibility to ensure you have all the necessary documentation which permits you to travel. If you do not have all the necessary documentation, you may be denied boarding and no refunds will be given.

For international voyages (cruises that visit a foreign port), passports are required for all passengers and must be valid for a minimum of six (6) months beyond the date of the cruise return. In addition, travel on our cruises will not revalidate an Australian or New Zealand re-entry visa.

For domestic voyages (cruises that do not visit a foreign port), a valid passport or government issued photo identification is required (Queensland 'Adult Proof of Age Card' will be accepted, however the older version of Queensland 'Card 18+' will not be accepted). For Australian domestic voyages, a current Medicare card can be used for passengers under 18 years of age. For New Zealand domestic

voyages, an original or certified copy of the child's birth certificate or a school pass with photo will be accepted for passengers under 18 years of age.

## Illicit items

To ensure a safe and enjoyable holiday for all our passengers, it will be necessary for our staff and others parties, such as port and government agencies, to search you and your luggage. You agree to allow such searches. We can deny boarding or disembark any person in possession of any weapons or illicit substances. You must contact us within three days of disembarking to claim confiscated items which may be returned to you if appropriate. If you do not contact us within this time your item may be destroyed.

## Alcohol & gambling

We are committed to the responsible service of alcohol. There may be times when we consider it appropriate to refuse the service of alcohol to a passenger for any reason. To consume alcohol or gamble onboard, the following minimum ages and corkage charges apply:

	<i>Sun Princess® or Dawn Princess® departures</i>	<i>Sea Princess® departing and returning to Australia</i>	<i>All other Princess Cruises'® departures</i>
<i>Minimum age</i>	18 years	18 years	21 years
<i>Corkage (per bottle)*</i>	AUD15	AUD15	USD15

*\*Corkage charges only apply to wines and/or champagne brought onboard and consumed in the dining room or alternative restaurants.*

Government issued photo identification may be requested (Queensland 'Adult Proof of Age Card' will be accepted, however the older version of Queensland 'Card 18+' will not be accepted).

On the day of embarkation, passengers over the minimum age may bring onboard one bottle of wine or champagne per person to celebrate (no larger than 750ml). Consumption of personal wine or champagne is limited to your stateroom. Any other alcohol purchased ashore will be collected at the gangway for safe keeping and will be returned to you on the last day of your cruise.

## Your health

We care about the health and safety of our passengers. To assist, please advise us at the time of booking if you have any condition that requires medical attention, medication or special treatment. If you have a medical condition, we may ask you to complete a health questionnaire.

If a passenger has a condition that we decide may seriously affect the enjoyment, health or safety of themselves or any other person onboard, we can refuse or cancel a booking, where necessary. We will give reasonable consideration when reaching this decision and will advise you as soon as possible. As long as you have provided us with a completed health questionnaire with all relevant information about the condition, you will be entitled to a full refund if we cancel your booking on the basis of this condition.

Passengers that need assistance should always be accompanied by a carer to help with day to day activities as our crew and medical staff are unable to act as personal carers.

## Onboard medical centre

The Princess Cruises'® medical centres are staffed by fully registered and licensed doctors and nurses who are available 24 hours a day in case of an emergency. Our facilities are well equipped to deal with

both minor injuries and most major medical conditions. Please note, our facilities are only for medical needs arising onboard and cannot cater for treatments that you know you will require while on holiday.

All Princess Cruises® medical facilities proudly hold the distinction of being the only medical services in the cruise industry to have been awarded accreditation to international healthcare standards as well as certification to ISO 9001:2008. Our Medical Centres also meet or exceed the cruise ship medical standards established by the American College of Emergency Physicians.

We are not a healthcare provider and may not be held liable for the sickness, injury or death of any passenger arising from any advice, treatment, care, services or any omission by medical staff. These medical providers exercise their own medical judgement and expertise.

## **Onboard medical charges**

All cruises on our ships are outside the scope of Australian Medicare, New Zealand Accident Compensation Corporation (ACC) and private health insurance. Consultations, treatments and medications are charged at private rates and must be paid by you and claimed through your travel insurance.

## **Other service providers**

While we specialise in cruising holidays, you may choose to book other services with us such as flights, accommodation, transfers and shore excursions. We can assist you in making these arrangements; however, we act only as a booking agent. The service providers are solely responsible for the information and service offered and their conditions will apply. Although our responsibility is onboard the ship, where we arrange these services for you, we will assist in addressing any concerns you may have. Any arrangements made by or for you are your responsibility and entirely at your own risk.

Please note, airline terms and conditions may require full non-refundable payment prior to Princess Cruises' normal payment conditions.

## **Ship & itinerary changes**

We will do everything we reasonably can to make sure everything goes according to plan; however, sometimes changes can happen that may affect your holiday experience. This could include weather, mechanical difficulties, civil unrest or any other unforeseen circumstances.

In addition, we may charter all or part of the ship, or remove the ship from service where this becomes necessary. We may change the itinerary, ship or cancel the cruise due to operational or commercial requirements.

We will notify you of these changes as soon as we can. Where we cancel a cruise or make a significant change to the ports in your itinerary prior to departure, you will have the choice of:

1. the new itinerary;
2. an alternative cruise of comparable standard, if available; or
3. cancelling the cruise for a full refund of your fare paid.

Once your cruise has commenced, if we are required to change the itinerary or cancel the cruise due to safety, maritime law, severe weather or to protect human life or health, we are not required to provide any compensation, unless consumer laws provide otherwise. With this in mind, please do not make any important arrangements or meetings based on the proposed itinerary.

## **Rights of the Captain**

If a passenger seriously affects the safety, well-being or enjoyment of themselves or any other person onboard, the Captain has the right to confine, sedate or disembark the passenger. In such cases, we are not responsible for any expenses including your return home. In addition, you will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, you accept that the safety, well-being and enjoyment of everyone onboard comes first.

## **Leaving the cruise early**

If you are required, or choose, to leave the cruise for any reason (unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose), we are not responsible for any expenses, including your return home. This also applies if you do not return to the ship in time for sailing after a port visit. If we assist you with any costs, you will need to repay us on your return. In addition, you will not be entitled to any refunds.

## **Legal matters**

In the unlikely event you have reason to take legal action, you agree to use all reasonable efforts to bring the issue to our attention as soon as possible.

This contract is governed by the laws in force in New South Wales. You agree that any action you bring against us will be brought in New South Wales.

You agree only to bring action against Carnival plc and not PCL or any of Carnival plc's other related bodies corporate as defined in the *Corporations Act 2001 (Cth)*.

Where consumer laws and other laws permit us to exclude our liability, we will not be liable for:

- loss of, or damage to, any luggage or other belongings
- sickness, injury or death,

unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose.

In addition, our liability will be reduced in proportion to any negligence or fault on your part.

## **Privacy**

Privacy laws safeguard your personal details.

### ***Personal Information***

During the booking process and your cruise holiday, we ask for information about you. We collect this information so you receive the highest level of personalised service. After your holiday, your information is stored so we can inform you of any special offers or obtain feedback. If you do not wish to receive such offers or be contacted to provide feedback, please let us know. We may also be required to pass your information on to various third parties such as immigration officials, service providers and insurers.

If you consult the medical staff onboard, any information shared with them may be made available to relevant people within our own organisation and also externally to medical specialists, insurance providers and our professional advisors.

## ***Security Cameras***

For the safety and security of our passengers and crew, we use Closed Circuit Television (CCTV) to monitor and record public areas onboard all our ships. If necessary, this footage may be viewed by our own personnel, advisors and external parties with a relevant interest. We are not responsible for any consequences arising from the viewing or other use of this footage.

If you would like to access your personal information or obtain a copy of our Privacy Policy, please contact us on:

Email: [privacy@princesscruises.com.au](mailto:privacy@princesscruises.com.au)

Post: PO Box 2006 North Sydney, NSW, 2059 Australia

Alternatively, our Privacy statement can be found on our website.

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