

# Standard Booking Terms and Conditions

(Applicable to the Cruises departing outside of Mainland China)

## 标准预订条款 (适用于中国大陆以外区域出发航线)

**THESE ARE THE TERMS AND CONDITIONS, WHICH APPLY TO YOUR HOLIDAY PACKAGE. PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM.**

以下是适用于您的邮轮产品套餐的条款。请仔细阅读，因为您将受到该条款的约束。

All Holiday Packages featured in the Company's brochure and/or in the Official Website are offered for sale by MSC Cruises S.A, hereinafter referred as the "Company".

公司手册和/或官方网站上的所有邮轮产品套餐由承运人，MSC Cruises S.A（以下简称“公司”），提供。

In these Booking Terms & Conditions the following expressions shall have the meanings defined hereunder:

在本预订条款中，下列短语具有如下定义：

**“Booking”** means the steps taken by the Passenger to enter into a Contract with the Company.

“订票/预订”是指乘客为与公司签订合同而采取的步骤。

**“Booking Terms & Conditions”** means these terms and conditions and the information contained in the relevant Company's brochure, the Official Website and/or other information which will form the express terms of your Contract with the Company.

“预订条款”是指本条款以及相关公司的手册、官方网站和/或其他信息中包含的信息，这些信息将构成您与公司签订的合同的明确条款。

**“Carrier”** means the entity who has undertaken the obligation to carry the Passenger from one place to the other as indicated in the Cruise ticket, airline ticket or other ticket issued for any other applicable transport and is thereby indicated on such documents as “carrier”.

“承运人”是指为船票而签发的客票上注明为“承运人”并且有义务将乘客从一地运送到另一地的实体。

**“Company”** means MSC Cruises S.A. whose registered address is 16, Eugene Pittard, CH-1206 Geneva, Switzerland who organizes Holiday Packages and sells or offers them for sale, whether directly or through a Sales Agent; and MSC Cruises Shipping Service (Shanghai) Ltd, whose registered address is Room 322, Building 10, No.33 Sidong Road, Baoshan, Shanghai, who sells or offer to sell cruises tickets of Holiday Packages on behalf of the Company.

“公司”是指 MSC Cruises S.A.，其注册地址为 16, Eugene Pittard, CH-1206 Geneva, Switzerland，负责筹备邮轮产品套餐，并直接或通过销售代理销售或要约出售该邮轮产品套餐；以及地中海邮轮船务（上海）有限公司，其注册地址为上海市宝山区泗东路 33 号 10 幢 322 室，负责代表公司销售或要约出售邮轮产品套餐的船票。

**“Conditions of Carriage”** means the terms and conditions under which the Carrier provides transport either by air, road or sea. The Conditions of Carriage may refer to the provisions of the law of the country of the Carrier and/or international conventions which may limit or exclude the liability

of the Carrier. Copies of the Conditions of Carriage of any Carrier are available to the Passengers upon request.

承运条款是指承运人提供空运、陆运或海运的条款。承运条款可以参照承运人所在国的法律和/或可能限制或排除承运人责任的国际公约的规定。任何承运人的承运条款副本可应要求提供给乘客。

**“Combined Tour”** means the combination of two or more Cruises prearranged by the Company and offered for sale as a single Holiday Package. For any relevant purposes, the Combined Tour shall always be considered as a single and indivisible Holiday Package. All terms and references to a Cruise and or Holiday Package shall include and be equally applicable to a Combined Tour unless otherwise stated. References to price are references to the total price paid for the Combined Tour.

“联合旅行”是指由公司预先安排的两个或多个航行的组合，并作为单一邮轮产品套餐出售。出于任何相关目的，联合旅行应始终被视为一个单一的、不可分割的邮轮产品套餐。除非另有说明，否则所有关于航行和/或邮轮产品套餐的条款和指引应包括并同样适用于联合旅行。价格是指联合旅行的总价格。

**“Contract”** means the contract concluded between the Company and the Passenger relating to the relevant Holiday Package which is evidenced by the issue of the confirmation invoice sent by the Company or its Sales Agent to the Passenger.

“合同”是指公司与乘客就有关邮轮产品套餐签订的合同，以公司或其销售代理向乘客出具的确认发票为证明。

**“Cruise”** means the transport by sea and the stay onboard a MSC Cruises vessel (as described in the relevant Company’s brochure, the Official Website or other documentation produced for or on behalf of the Company), which – if not purchased with pre- or post-Cruise services – can be considered by itself as an Holiday Package.

“航行”是指 MSC 邮轮的海上运输和邮轮上的停留（如相关公司手册、官方网站或为公司或代表公司制作的其他文件所述），如果不是通过之前或之后的邮轮服务购买的，则可被视为邮轮产品套餐。

**“Disabled Passenger” or “Passenger with Reduced Mobility”**; means any Passenger whose mobility when using transports is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary), intellectual or psychosocial disability or impairment, or any other cause of disability or impairment or as a result of age, and whose situation needs appropriate attention and adaptation to his/her particular needs for the services made available to all Passengers.

“残疾乘客”或“行动不便乘客”；是指因身体残疾（感觉上或行动上、永久性或临时性）、智力或社会心理残疾或损伤，或任何其他残疾或损伤原因，或因年龄原因，使用交通工具时行动不便的任何乘客，他们的特殊情况需要得到适当的关注和调整，以适应向所有乘客提供服务的需要。

**“Guest Conduct Policy”** means the document available at: <https://msccruises.oss-cn-shanghai.aliyuncs.com/> 《MSC 地中海邮轮乘客行为守则》.pdf

“乘客行为准则”是指可在：<https://msccruises.oss-cn-shanghai.aliyuncs.com/> 《MSC 地中海邮轮乘客行为守则》.pdf 获取的文件。

**“Unavoidable and Extraordinary Circumstances”** means any unforeseeable and unpredictable event out of the Carrier’s or the Company’s control including Acts of God (such as, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or

usurped power or confiscation, terrorist activities, riots, civil disturbances, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, and considerations of safety of the vessel (of which the Master shall be the sole judge), foundering of the vessel or breakdowns of or damage to its hull, machinery and fittings (which Carrier could not have anticipated or avoided despite our normal comprehensive mechanical checks), inability to secure or failure of supplies including fuel, requisition of the vessel or other circumstances beyond the Carrier's control (including but not limited to a change in Carrier's fleet deployment caused by any of the aforementioned events) and/or any unforeseen technical problems with transport including changes due to rescheduling or cancellation or alteration of flights, closed or congested airports or ports.

“无法避免的特别情况”是指承运人或公司无法控制的任何不可预见和不可预测的事件，包括天灾（如洪水、地震、风暴、飓风或其他自然灾害）、战争、入侵、外敌行为、敌对行动（无论是否宣战）、内战、叛乱、革命，暴动、军事或篡夺权力或没收、恐怖活动、暴动、内乱、劳资纠纷、自然和核灾难、火灾、流行病、健康风险、国有化、政府制裁、封锁、禁运、劳资纠纷、罢工、电力或电话服务的封锁、中断或故障以及有关邮轮安全问题（船长是唯一裁断者）、邮轮浸水或船体、机械部件及固定部件的故障或损坏（承运人经惯常及全面的机械检查仍不可预见或避免的情况）、无法保证或未能获取包括燃料在内的供给、邮轮被征用、或其它超出承运人控制范围的情况（包括但不限于因任何前述事件导致的承运人运力配置变更）和/或运输方面的任何不可预见的技术问题，包括由于航班改期、取消或更改、关闭或拥挤的机场或港口而引起的变化。

**“Holiday Package”** means the Cruise whether or not in combination with flight(s) and/or any pre-and/or post-Cruise arrangement for accommodation. It does not include Shore Excursions or shuttle services which do not form part of the inclusive Holiday Package price.

“邮轮产品套餐”是指航行，无论是否与航班和/或邮轮前后的住宿安排相结合。其不构成全包邮轮产品套餐价格的岸上观光或班车服务。

**“Official Website”** means the set of related web pages, documents and hypertext links served from the web domain [MSC 地中海邮轮官方网站 - 上海豪华邮轮\\_欧洲邮轮旅行攻略 \(msccruises.com.cn\)](http://msccruises.com.cn).

“官方网站”是指由网站([www.msccruises.com](http://www.msccruises.com))提供的一组相关网页、文件和超文本链接。

**“Passenger”** means each and every person, including minors, named either on the Booking confirmation or on the invoice or on a ticket issued by the Company.

“乘客”是指其名字显示在公司签发的订票确认通知、发票或客票上的每一个人，包括未成年人。

**“Sales Agent”** means the person or travel agency that sells or offers for sale the Holiday Package put together by the Company, on its own or on behalf of the Company.

“销售代理”是指自行或代表公司销售或提供销售公司制作的邮轮产品套餐的旅行社或有资质的个人和商业实体。

**“Shore Excursion”** means any excursion, trip or activity ashore that is not included as part of the all-inclusive price of the Holiday Package and is offered for sale by the Company onboard its vessels.

“岸上观光”是指不包括在邮轮产品套餐的全包价格内，由公司在其船舶上出售的任何岸上观光、旅行或活动。

“**World Cruise**” means the tour of the world prearranged by the Company and offered for sale as a single Holiday Package. For any relevant purposes, the World Cruise shall always be considered as a single and indivisible Holiday Package. All terms and references to a Cruise and or Holiday Package shall include and be equally applicable to a World Cruise unless otherwise stated. References to price are references to the total price paid for the World Cruise.

“环球航线”是指由公司预先安排并作为单一邮轮产品套餐出售的环球航线。出于任何相关目的，环球航线应始终被视为一个单一且不可分割的邮轮产品套餐。除非另有说明，否则邮轮和/或邮轮产品套餐的所有术语和参考应包括并同样适用于环球航线。价格指的是为环球航线支付的总价格。

## **1. BOOKING PROCEDURE AND DEPOSIT**

### **预订流程及订金**

- 1.1 In order to proceed with a Booking, the Passenger must contact the Company or one of the Company's authorized Sales Agents or representatives.

为了进行预订，乘客必须联系公司或公司授权的销售代理或代表。

- 1.2 By booking for an Holiday Package, the person making the Booking confirms, agrees and accepts that all persons named in the Booking request and on the invoice have agreed to be bound by the Booking Terms & Conditions and that he/she has authority to accept these Booking Terms & Conditions on behalf of all the persons named on the Booking request and invoice.

订票人通过预订邮轮产品套餐确认，同意并接受预订申请和发票上所列所有人员已同意受预订条款的约束，并且他/她有权代表所有在预订申请和发票上指定的人员接受本预订条款。

- 1.3 **Full payment is due and payable by the Passenger at the time of Booking. For the World Cruise, a non-refundable deposit equal to 15% of the price of the Package is due and payable by the Passenger within 3 working days starting from the date of the booking confirmation.**

乘客在预订时应支付全部费用。对于环球航线，乘客应在预订确认之日起的三个工作日内支付套餐价格的 15% 作为不可退还的订金。

- 1.4 A Booking will be completed and the Contract will be effective only when the Company accepts the Booking by sending a confirmation invoice to the Passenger or to the Passenger's Sales Agent.

只有当公司或票务公司通过向乘客或乘客的销售代理确认接受预订时，预订才会完成，合同才会生效。

## **2. CONTRACT**

### **合同**

- 2.1 Every Holiday Package is subject to availability at the time of Booking. No Contract shall be made until the deposit or the full amount (according to the present Booking Terms & Conditions) is paid and the confirmation invoice provided to the Passenger.

每套邮轮产品套餐均以预订时的有效期为准。在支付订金或全款（根据目前的标准预订条款）并向乘客提供预订确认之前，合同不成立。

- 2.2 For the World Cruise 2025 and World Cruise 2026 and 2027, full payment is required no later than 90 days prior to departure**  
对于 2025 年、2026 年和 2027 年出发的环球航线，全部费用必须至少在出发前 90 天前付清。

**3. PRICES AND PRICE GUARANTEE**  
价格和价格保证

- 3.1 No change to the Holiday Package price will be made within the 20-day period before departure or once full payment has been received by the Company.**  
在出发前 20 天内或公司收到全额付款后，不得更改邮轮产品套餐价格。

- 3.2 The Company reserves the right to modify the Contract price at all times prior to those detailed in 3.1 above to allow variations for:**  
公司有权在上述第 3.1 条规定的时限之前随时修改合同价格，以允许以下变更：

- a) **Air transportation costs;**  
机票费用；
- b) **Fuel costs for the propulsion of the vessel;**  
船舶推进燃料费；
- c) **Dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports.**  
应付款项、税费或服务费用，如在港口或机场的登船、登机费或离船、离机费。
- d) **the exchange rates relevant to the Holiday Package.**  
与邮轮产品套餐有关的汇率。

**Variations may be upwards or downwards. For paragraph a) any variation of the Holiday Package price will be equal to the extra amount charged by the airline. For paragraph b) any variation of the Holiday Package price will be equal to 0.33% of the price of the Cruise for every dollar of increase of the fuel per barrel (NYMEX Index). For paragraph d) any variation of the Holiday Package price will be equal to the full amount of the fees.**

价格变化可以上涨或下跌。对于第 a) 款，邮轮产品套餐价格的任何变动将等于航司收取的额外金额。对于第 b) 款，每桶燃油价（纽约商品交易所指数）每增加一美元的，邮轮产品套餐价格的任何变动将等于航行价格的 0.33%。对于第 d) 款，邮轮产品套餐价格的任何变动将等于全部应付费用。

- 3.3 If the increase in the Holiday Package price amounts to more than 8% of the total Holiday Package price at the time of Booking, the Passenger will be entitled to cancel the Contract with a full refund of the Holiday Package price within the limits and to the extent of the amount effectively paid by the Passenger at the time of cancelation. Such right of refund does not include insurance premiums paid which are in no case refundable.**

如果假日套餐价格的上涨超过预订时假日套餐总价格的 8%，乘客有权取消合同，并在取消时乘客实际支付的金额范围内全额退还假日套餐价格。此类退款权利不包括任何情况下都不可退还的已支付保险费。

- 3.4 To exercise the right to cancel the Passenger must notify the Company in writing within 2 days of receiving the price increase notification.**

为行使取消的权利，乘客必须在收到涨价通知后 2 天内书面通知公司。

#### 4. **INSURANCE** 保险

- 4.1 The Company recommends that every Passenger should have adequate insurance policy which covers them sufficiently for Holiday Package cancelation, medical assistance and expenses, loss and/or damage of the luggage, from the time the Contract has been confirmed as Booked to the end of the Holiday Package.

公司建议每位乘客都应购买足额的保险，保险范围应足以涵盖从合同确认预订到邮轮产品套餐结束期间的邮轮产品套餐取消、医疗救助和费用、行李丢失和/或损。

#### 5. **PASSPORT AND VISAS** 护照和签证

- 5.1 Passengers must hold fully valid passports for the whole duration of the Holiday Package and the expiry date must be at least 6 months after the return date. Certain countries insist on machine-readable and digital photo passports, especially Russia and USA.

乘客必须在整个邮轮产品套餐期间持有完全有效的护照，有效期至少在回程日期后的 6 个月内有效。

- 5.2 **The visa information provided by Company is for reference only.** The Company is not responsible for obtaining visas for any Passenger, this is the responsibility of the individual Passenger.

It is the duty of the Passenger to verify that his/her passport, visas, or other documents for travel are accepted in the countries where the Holiday Package is deployed. Passengers are strongly advised to check for all legal requirements for travelling abroad and at the various ports to include the requirement of visas, immigration, custom and health. In particular, the Company is not responsible in case that Passengers are denied embarkation for lack or incompliance of immigration requirements resulting from the new EES (Entry Exit System) managed by Frontex and EU-LISA (“European Union Agency for the Operational Management of Large-Scale IT Systems in the Area of Freedom, Security and Justice”) automatic passport control system set to enter in force by 10th November 2024.

公司提供的签证信息仅供参考。公司不负责为任何乘客办理签证，这是乘客的个人义务。

乘客有责任核实其护照、签证或其他旅行证件是否在邮轮产品套餐所在国被接受。强烈建议乘客检查在国外和各港口旅行的所有法律要求，包括签证、移民、海关和健康要求。特别是，如果由于将于 2024 年 11 月 10 日生效的 Frontex 和 EU-LISA（“欧盟自由、安全和司法领域大型 IT 系统运行管理机构”）管理的新 EES（出入境系统）自动护照控制系统，而导致乘客因缺乏或不符合出入境要求而被拒绝登船的，公司不承担任何责任。

- 5.3 **Passengers under 18 years of age (or 21 years of age for Passengers embarking from a US port) must travel accompanied by their parents or a legal guardian. If one of the traveling minor’s parents is not cruising, a signed authorization letter – made in accordance with the laws of the country where the minor resides - from the absent parent authorizing the minor to travel has to be provided at the moment of booking.**

年龄在十八岁以下的乘客（或年龄在 21 岁以下的持有美国护照或从美国港口登船的乘客）须由其父母或法定监护人陪同旅行。若参加旅行的未成年人的父母中有一方

未陪同参加邮轮旅行的，则应在预订时提供根据未成年人所在地国家法律签署的缺席父母一方授权同意未成年人参加邮轮旅行的授权书。

- 5.4 If the minor is travelling with Passengers that are not his parents or legal guardians, the Company shall require, at the moment of booking, a document signed by the parents or legal guardian authorizing the minor to travel with a chaperone or a designated individual, in accordance with Company's policies and the laws of the minor's country of residence.**

若未成年人与非其父母或法定监护人的其他乘客一起旅行的，邮轮公司将在预订时要求提供符合邮轮公司政策和未成年人居住国法律的未成年人父母或其法定监护人授权同意未成年人和陪同人员或指定个人一起旅行的授权同意书。

- 5.5 As a general rule, MSC Cruises SA ("MSC" or "the Company") does not allow minors to stay alone in a cabin MSC without the presence of at least one adult. "Minor" means any person under the age of 21 (on voyages that include a port in the USA) or 18 (on cruises that do not include a port in the USA).**

一般情况下，MSC Cruises S.A.（“MSC ”或“公司”）不允许未成年人在没有至少一位成年人在场陪同的情况下单独留在 MSC 邮轮的客舱内。“未成年人”是指任何未满 21 周岁（在包括美国港口的航程中）或 18 周岁（在不包括美国港口的航程中）的人。

**However, minors aged under 18 years old can stay in a cabin by themselves if the following conditions are met:**

但是，如果符合以下条件，18 岁以下的未成年人可以单独入住客舱：

- a. minor guests are travelling with only one parent or legal guardian;**  
未成年旅客仅与一名父母或法定监护人同行；
- b. the parent or legal guardian expressly requests, when making the booking, that the minors are assigned a cabin without the presence of an adult and signs a waiver of liability;**  
父母或法定监护人在预订时明确要求为未成年人分配一间没有成人在场的客舱，并签署免责声明；
- c. the number of minors travelling with the parent or legal guardian is between 2 and 4;**  
与父母或法定监护人同行的未成年人人数在 2 至 4 人之间；
- d. the cabin is occupied by either 1 minor aged no less than 12 years old or 2 minors where the oldest is at least 12 years old and the youngest is at least 8 years old;**  
客舱内有 1 名年龄不低于 12 岁的未成年人或 2 名未成年人，其中最大的至少 12 岁，最小的至少 8 岁；
- e. the presence of more than 2 minors alone in the cabin is not allowed.**  
客舱内不允许有 2 名以上未成年人单独居住。

**For the vessels MSC Lirica, Armonia, Sinfonia, Opera, Musica, Orchestra, Poesia, Magnifica, Fantasia, Splendida, Preziosa and Divina, the parent or legal guardian and the minors shall only be accommodated in connecting cabins, and the minor cabin's balcony shall be locked.**

对于 MSC 地中海抒情号、和谐号、序曲号、歌剧号、音乐号、管乐号、诗歌号、华丽号、幻想曲号、辉煌号、珍爱号和神曲号邮轮，父母或法定监护人和未成年人只能住在相连的客舱内，且未成年人客舱的阳台必须上锁。

**For all the other vessels, the following additional requirements apply:**

对于所有其他邮轮，则需要满足以下额外要求：

- **the parent or legal guardian and the minor(s) shall be accommodated in connecting cabins with the minor cabin's balcony being locked or in interior adjacent cabins; and**  
父母或法定监护人和未成年人应入住相连客舱，未成年人客舱的阳台应上锁，或入住内部相邻客舱；以及
- **the parent or legal guardian shall be required to purchase a bracelet to have access to the cabin occupied by the minor(s) at any time during the cruise.**  
父母或法定监护人必须购买一个客舱手环，才能在邮轮航行期间的任何时候进入未成年人居住的舱房。

**For the purpose of this clause, “adjacent cabins” is defined as two cabins, at least one without a balcony, which have no more than 3 cabins between them, and that pertain to the same assembly station and corridor. “Connecting cabins” is defined as to cabins that are connected by an internal door.**

就本条款而言，“相邻客舱”是指两间客舱，至少一间没有阳台，两间客舱之间的间隔不超过3个客舱，并且属于同一个集合站和走廊。“相连客舱”是指通过内门相连的客舱。

**For itineraries that include a U.S. port, guests aged between 18 and 20 years old whose booking includes a passenger of 21 years or older are allowed to stay in their cabin alone without the requirements indicated above.**

对于包含美国港口的航线，18至20周岁的旅客，如果其预订中包含一名21周岁或以上的旅客，则允许其单独留在自己的客舱中，而无需满足上述要求。

## **6. FITNESS TO TRAVEL** 适合旅行

- 6.1 The safety of all Passengers is of paramount importance to the Company, hence all Passengers warrant that they are fit to travel by sea (and if applicable by air) and that their conduct or condition will not impair the safety or convenience of the vessel or aircraft and the other Passengers, and that they can be carried safely in accordance with applicable safety requirements established by International EU or national law.**  
所有乘客的安全对公司至关重要，因此所有乘客保证他们适合于海上旅行（如可行，也可乘飞机），其行为或状况不会损害船舶或飞机以及其他乘客的安全或便利，并且可以按照国际欧盟或国家法律规定的适用安全要求安全搭乘。
- 6.2 Any Passenger with a condition that may affect fitness to travel taking into account the vessel's itinerary must inform the Company at the time of Booking and submit a doctor's certificate prior to Booking. In any case, the Company and/or the Carriers, at their own discretion, has the right to request the Passenger to produce medical certificates supporting the fitness to travel.**  
考虑到船舶的行程，任何有可能影响乘客适航的情况必须在订舱时通知公司，并在订舱前提交医生证明。在任何情况下，公司和/或承运人有权自行决定要求乘客出示证明适合旅行的医疗证明。
- 6.3 The Company and/or the Carriers do not have specialist obstetric and neonatal care on board any of the cruise vessels. The Company cannot accept a Booking and the Carrier**



cannot carry any Passenger who will be more than 23 weeks plus 6 days of pregnancy at any point during the voyage.

公司和/或承运人在任何邮轮上都没有专业的产科和新生儿护理。公司和承运人不能接受在航行期间的任何时候怀孕超过 23 周加 6 天的乘客的预订。

- 6.4 Pregnant guests are requested to seek medical advice before travelling; If pregnant guests are planning to travel onboard at any stage of their pregnancy prior to the 23 weeks plus 6 days limit, they must obtain a medical certificate from an obstetrician / gynaecologist doctor, confirming an intrauterine pregnancy and their fitness to travel on board the vessel taking into account the specific itinerary, as well as the expected date of delivery confirmed by ultrasound. The Company reserves the right to deny embarkation if no documentation is provided or if the Company and the ship's doctor believe that there is significant risk during the voyage for the guest to travel.**

请怀孕的乘客在旅行前寻求医生意见；如果怀孕的乘客计划在 23 周加 6 天限制之前的任何怀孕阶段登船旅行，则必须获得产科医生/妇科医生出具的医疗证明，由医生确认宫内怀孕，并根据具体行程确认其是否适合登船旅行以及经超声波检查确认的预产期。如果没有提供相关证明文件或者公司和船医认为乘客在航行中存在重大风险，公司保留拒绝其登船的权利。

- 6.5 The Company and the Carrier expressly reserve the right to refuse boarding rights to any Passenger who appears to be above 23 weeks (plus 6 days) limit of pregnancy threshold or who does not provide the medical certificate according to clause 6.2 and 6.3 above and shall have no liability in respect of such refusal.**

公司和承运人明确保留拒绝任何看似怀孕超过 23 周加 6 天或未根据上述第 6.2 和 6.3 条提供医生证明的乘客登船的权利，并不对拒绝登船承担任何责任。

- 6.6 In the case of a Booking made by a Passenger who was not aware at the time of Booking and could not have reasonably known at the time of Booking that she was pregnant over the terms provided by upper clause 6.4 then, the Company will offer the Passenger the choice of Booking another Cruise from the Company's brochure and/or from the Official Website of equivalent quality compliant with the above mentioned terms, if available; or cancelling and receiving a full refund of the full price paid by that Passenger for any cancellation of Booking as long as such cancellation is notified immediately as soon as such a Passenger becomes aware of her condition. The refund will not include insurance premiums paid which are in no case refundable.**

如果乘客在订票时不知道，并且在订票时不可能合理地知道她在上述第 6.4 条规定的期限内怀孕，只要该乘客知道自己的情况后立即通知取消订票，公司将向乘客提供从公司手册和/或符合上述条款的官方网站（如有）预订同等质量的另一航行的选择；或取消订票，且该乘客支付的全部费用将获得全额退款。退款不包括任何情况下都不可退还的保险费。

- 6.7 Infants under 2 years old are admitted on board, except on cruises starting from 11 nights onwards, for which it is required that the minor is at least 2 years old at the moment of embarkation.**

未满 2 岁的婴儿可以登船，但 11 晚以上的邮轮行程除外，这些邮轮行程要求未成年人在登船时至少已满 2 岁。

- 6.8 If it appears to the Carrier, the master or the ship's doctor that a Passenger is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to disembark at any port or likely to render the Carrier liable for maintenance, support or repatriation, then the master shall have the right to refuse to embark the Passenger at any port or disembark the Passenger at any port or transfer the Passenger to another berth or cabin. The doctor onboard shall have the right to administer first aid and any drug, therapy or other medical treatment and/or to admit and/or confine the Passenger to the ship's hospital or other similar facility, if such measure is considered necessary by the doctor and is supported by the master's authority. Refusal by the Passenger to cooperate with regard to such treatment may result in the Passenger being disembarked at any port, if necessary through the intervention of local police officers or other competent authorities, and neither the Company nor the Carrier shall be liable for any loss, expense or compensation to the Passenger.**

承运人、船长或者船医认为乘客因任何原因不适合旅行，可能危及安全，或者可能被拒绝在港口离船，或者可能使承运人承担赡养、扶养或者遣返责任的，则船长有权在任何港口拒绝让乘客上船或在任何港口让乘客下船，或将乘客转移到另一个港口或船舱。如果船上医生认为有必要并得到船长的支持的情况下，船上医生有权实施急救和任何药物治疗、治疗或其他医疗，和/或允许和/或限制乘客进入船上医院或其他类似设施。乘客拒绝配合治疗可能导致乘客在任何港口下船，必要时可通过当地警察或其他主管当局进行干预，且公司和承运人均不对乘客的任何损失、费用或赔偿承担责任。

- 6.9 Where a Passenger is assessed as unfit to travel and refused embarkation then neither the Company nor the Carrier has any liability to the Passenger.**

如果乘客被评定为不适合旅行而被拒绝登船，则公司和承运人均不对该乘客承担任何责任。

**7. DISABLED PASSENGERS AND PASSENGERS WITH REDUCED MOBILITY.**

残疾人乘客和行动不便的乘客

- 7.1 The Company's and the Carriers' priority is always the comfort and safety of its Passengers and in order to achieve this the Passenger is asked at the time of Booking to provide as much detail as possible of the matters given below so that the Company and Carrier can consider its obligation to carry the Passenger in a safe or operationally feasible manner, taking into account any issues relating to the design of the passenger ship or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger which may have an impact on the Passengers safety and comfort.**

公司和承运人的优先事项始终是乘客的舒适和安全，为了实现这一点，乘客被要求在订票时尽可能详细地提供以下信息，以便公司和承运人在考虑了与客船或港口基础设施和设备（包括港口码头）的设计有关的任何问题，而该等问题可能会使乘客无法上下船或被运载，并可能影响乘客的安全和舒适的情况下，能够在安全或可操作的情况下以切实可行的方式行使运送乘客的义务。

- 7.2 The Passenger is asked to provide full details at the time of Booking if the Passenger:**

在如下情况时，乘客被要求在订票时提供全部信息：

- a) Is unwell, infirm, Disabled or has Reduced Mobility;**  
乘客身体不适、体弱、残疾或行动不便的；

- b) **If the Passenger requires a special Disabled cabin, since there is a limited number of these available and since the Company would like to, wherever possible, accommodate the Passenger so that the Passenger is comfortable and safe for the duration of the Cruise;**  
乘客需要一个特殊的残疾舱的，这是由于可提供的残疾舱数量有限，而且公司希望尽可能为乘客提供服务，以便乘客在航行期间感到舒适和安全；
- c) **If the Passenger has any special seating requirements;**  
乘客对用餐座位有特殊要求的；
- d) **If the Passenger needs to bring any medical equipment on board;**  
乘客需要携带医疗器械上船的；
- e) **If the Passenger needs to bring a recognised assistance dog on board the vessel (please note that assistance dogs are subject to national regulations).**  
乘客需要将认证的服务犬带上船的（请注意，服务犬须遵守国家规定）。

**7.3 Where the Company and/or the Carrier consider strictly necessary for the safety and comfort of the Passenger and in order for the Passenger to fully enjoy the Cruise, it may require a Disabled Passenger or Passenger with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Passenger or Passenger with Reduced Mobility. This requirement will be based entirely on the Company and/or the Carrier assessing the need of the Passenger on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary. Passengers confined to a wheelchair are asked to kindly furnish their own collapsible wheelchair during the whole Holiday Package and might also be requested to be accompanied by a travelling Passenger fit and able to assist them. The door width of standard cabins may be limited and affect the accessibility of larger wheelchairs.**

如果公司和/或承运人认为为了乘客的安全和舒适以及乘客充分享受航行所必需的，可要求残疾乘客或行动不便乘客由另一名能够提供残疾乘客或行动不便乘客所需协助的人员陪同。这一要求将完全基于公司和/或承运人出于安全来评估乘客的需要，并可能因船和/或行程的不同而异。在整个邮轮产品套餐期间，只能坐轮椅的乘客请携带他们自己的折叠轮椅，也可以要求有合适的旅行乘客陪同并能够协助他们。标准客舱的门可能会受到限制，影响较大型轮椅的进出。

**7.4 If the Passenger has any particular conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organized by the Passenger and at the Passenger's expense prior to embarkation. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of care for physical or psychiatric or other conditions.**

如果乘客有任何特殊情况、残疾或行动不便，需要个人护理或监督，则此类个人护理或监督必须由乘客在登船前自行组织，费用由乘客自行承担。邮轮无法提供临时服务、一对一的个人护理或监督或任何其他形式的身体或精神或其他状况的护理。

**7.5 If after careful assessing the Passenger's specific needs and requirements, the Company and/or the Carrier concludes that the Passenger cannot be carried safely and in accordance with applicable safety requirements, then the Company can refuse to accept a Booking or embarkation of a Disabled Passenger or Passenger with Reduced Mobility on the grounds of safety.**

如果在仔细评估乘客的具体需求和要求后，公司和/或承运人认为不能安全运载乘客，并且根据适用的安全要求，公司可以基于安全理由拒绝接受残疾乘客或行动不便乘客的订舱或登船。

- 7.6 The Company reserves the right to refuse to carry any Passenger who has failed to adequately notify the Company of any disabilities or needs for assistance in order for the Company and/or the Carrier to make an informed assessment that the Passenger can be carried in a safe or operationally feasible manner on the grounds of safety. If the Passenger does not agree with a decision of the Company under clauses 7.5 to 7.6 of these Booking Terms & Conditions then the Passenger must provide a complaint in writing with all supporting evidence to the Company.**

公司有权拒绝运载任何未能充分通知公司任何残疾或需要协助的乘客，以便公司和/或承运人根据安全理由做出知情评估，以安全或可操作的方式运载该乘客。如果乘客不同意公司根据本预订条款第 7.5 条至第 7.6 条作出的决定，则乘客必须向公司提供书面投诉和所有支持性证据。

- 7.7 The Company reserves the right to refuse to carry any Passenger who in the opinion of the Company and/or the Carrier is unfit for travel or whose condition may constitute a danger to themselves or others on the Cruise on the grounds of safety.**

公司有权以安全为由，拒绝运载公司和/或承运人认为不适合旅行或其状况可能对自己或他人构成危险的任何乘客。

- 7.8 For the safety and comfort of the Passenger, if the Passenger becomes aware between the date of Booking the Holiday Package and the date of commencement of the Holiday Package that he/she will require special care or assistance as detailed above, the Passenger is asked to inform the Company immediately so that the Company and the Carrier can make an informed assessment whether or not the Passenger can be carried in a safe or operationally feasible manner.**

为了乘客的安全和舒适，如果乘客在预订邮轮产品套餐之日和邮轮产品套餐开始之日之间意识到他/她将需要上述特别照顾或帮助，乘客应立即通知公司，以便公司和承运人作出决定是否能以安全或可操作的方式运载该乘客的知情评估。

- 7.9 Disabled Passengers or Passengers with Reduced Mobility may not be able to go ashore at ports where vessels do not berth alongside. A list of these ports is available upon written request.**

残疾乘客或行动不便的乘客可能无法在船只不靠岸的港口上岸。这些港口的列表可根据书面请求予以提供。

- 7.10 In some ports, it is necessary to anchor offshore rather than alongside. When this is the case, the Carrier will use a tender to take Passengers ashore. A tender is a small vessel and may not be suitable for persons with Disabilities or Reduced Mobility or balance problems. When using tenders, safety is the utmost priority. It is important that Passengers are able to use the tender safely. Passengers may be required to descend to a platform or pontoon and into the tender. There may be steps both up and down and Passengers may need to navigate a gap between the platform and the tender (which can be approximately 1.5ft). Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day. Passengers must be fit and mobile enough to access and disembark the tender. If Passengers have impaired mobility, or use a mobility aid such as a stick, then they**

**must carefully consider their ability to embark the tender safely before making their way down to the platform. Passengers must take into consideration the use of steps, the possibility of a gap and height difference between the platform and the tender, and the potential sudden movement of the tender when making a decision. Wheelchairs and mobility scooters, will not be carried by the crew into the tender. All Passengers must be independently mobile enough to use the tenders. Ultimately, carriage by tender may be refused by the master or any of his officers if there is any doubt as to the safety of any Passenger.**

在一些港口，在近海抛锚是有必要的，而不是靠在岸边。在这种情况下，承运人将使用接驳船送乘客上岸。接驳船是一种小型船舶，可能不适合残疾人或行动不便或有平衡问题的人。在使用接驳船时，安全是首要问题。乘客能够安全地使用接驳船是十分重要的。乘客可能被要求下降到平台或浮筒，进入船舱。可能有上下台阶，乘客可能需要横跨甲板和接驳船之间的间隙（大约1.5英尺）。根据天气、潮汐和海况，可能会发生一些移动，这些移动可能会在一天中发生变化。乘客必须身体健康，有足够的自主行动能力，以便进出接驳船。如果乘客行动不便，或者使用了诸如拐杖之类的助行工具，那么他们下到甲板之前必须仔细考虑自己是否有能力安全地登上接驳船。乘客在作出决定时必须考虑台阶的使用、甲板和接驳船之间可能存在的间隙和高差以及接驳船可能突然移动。轮椅和机动踏板车，将不会被船员带入接驳船。所有乘客必须有足够的自主行动能力才能使用接驳船。最后，如果对任何乘客的安全有任何疑问，船长或其任何高级船员可拒绝驾驶接驳船。

**All Passengers must take extra care when stepping on and off the tender. There will be crew members there to guide and steady Passengers as they embark and disembark but they cannot support, lift or carry Passengers. The same precautions apply when Passengers disembark the tender in the port.**

所有乘客在上下接驳船时必须格外小心。在乘客上下接驳船时，将有机组人员引导和稳定乘客，但他们不能搀扶、举起或携带乘客。同样的预防措施也适用于乘客在港口下接驳船时。

## **8. PUBLIC HEALTH QUESTIONNAIRE**

### **公共卫生问卷调查**

- 8.1 The Company and/or the Carrier and/or the health authorities in any port shall be entitled to administer a public health questionnaire on their own behalf. In addition to any Health and Safety measures that the Company may adopt, the Passenger shall supply accurate information regarding symptoms of any illness including but not limited to gastrointestinal illness, H1N1 and COVID-19. The Carrier may deny boarding to any Passenger that it considers in its sole discretion to have symptoms of any illness including viral or bacterial illness including but not limited to Norovirus, H1N1 and COVID-19. Refusal by a Passenger to complete the questionnaire may result in denied boarding.

公司和/或承运人和/或任何港口的卫生当局应有权代表他们自己管理公共健康问卷。在遵守邮轮公司可能采取的任何健康和安全措施之外，乘客还应提供有关任何疾病症状的准确信息，包括但不限于胃肠道疾病、H1N1 病毒和新冠病毒。承运人可自行决定拒绝有任何疾病症状（包括病毒或细菌性疾病，包括但不限于诺罗病毒、H1N1 病毒和新冠病毒）的乘客登船。乘客拒绝填写问卷可能导致登船被拒绝。

- 8.2 Where Passengers become ill during the Cruise with a communicable illness the Company and/or the Carrier has the right to implement public health control measures. The ship's

doctor may require the Passenger to remain in their cabin in line with WHO and health authority protocols.

如果乘客在航行中因传染病而生病，公司和/或承运人有权采取公共卫生控制措施。船上医生可根据世界卫生组织和卫生当局的政策规定要求乘客留在舱内。

## **9. FOOD ALLERGIES**

### **食物过敏**

- 9.1 Passengers are reminded that some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Passenger has any known allergies, or is intolerant to any food, he/she is required to inform the Company at the time of Booking (by duly filling in a specific form) and further to report it to the Maître d'hôtel as soon as convenient after boarding the ship.**

乘客会收到提示有些食物由于其对某些成分的不耐受，可能会引起某些人的过敏反应。如果乘客有任何已知的过敏，或对任何食物不耐受，他/她必须在订舱时通知公司（填写特殊需求表），并在登船后尽快向餐厅经理报告。

- 9.2 It is the responsibility of the Passenger to ensure that he/she actively avoids any food he/she is allergic to. The Company will take all reasonable care if made aware in writing of any specific food or ingredient the Passenger has an allergic reaction to and assist the Passenger within reason to avoid any such food or ingredients if made aware by the Passenger according to clause 9.1 above; in absence of such information neither the Company, nor the Carrier will be held responsible for preparing special meals for the Passenger or any other prepared meals consumed by the Passenger. In case of multiple allergies/intolerances, even though informed according hereto, the Company or the Carrier might not be able to avoid the risk of cross-contamination during food preparation and therefore neither the Company, nor the Carrier will be held responsible if such contamination occurs.**

乘客有责任确保其能主动避免食用会致其过敏的任何食物。在已经书面告知该乘客对任何特定食物或成分有过敏反应的情况下，公司将采取一切合理的措施，并在乘客根据上述第 9.1 条规定意识到的情况下，协助乘客避免使用此类食品或成分；如果没有提前收到此类信息时，公司或承运人均不负责为乘客准备特殊膳食或乘客所消费的任何其他备好的餐食。即使已经根据本条款作出通知，当出现多个过敏/不耐受时，公司或承运人可能无法避免食品准备过程中交叉污染的风险，因此，如果发生此类污染，公司或承运人均不承担责任。

## **10. MEDICAL ASSISTANCE**

### **医疗帮助**

- 10.1 Passengers are strongly recommended to have comprehensive travel health insurance covering medical treatment and repatriation costs and expenses.**

强烈建议乘客购买包含医疗和遣返费用的综合旅行健康保险。

- 10.2 In compliance with Flag State requirements, there is a qualified doctor onboard and a medical centre equipped to deal with general emergencies and management of most common medical conditions. The Passenger hereby acknowledges and accepts at the time of Booking that the medical centre does not have equivalent resources to a land based hospital, nor specialist medical staff or provide specialist medical services. Neither the Company, nor the Carrier, nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition.**

按照船旗国的要求，船上有一名合格的医生和一个医疗中心，其设备只能处理一般紧急情况和最常见的医疗状况。乘客在此确认并在预订时接受，医疗中心不具备与陆上医院同等的资源和设备，也没有专科医务人员或提供专科医疗服务。公司、承运人和医生均不对乘客因无法治疗任何疾病而承担责任。

- 10.3 The Passenger acknowledges that whilst there is a qualified doctor onboard the vessel, it is the Passenger's obligation and responsibility to seek medical assistance if necessary during the Cruise and will be responsible to pay for onboard medical services.**

乘客应知悉虽然船上有一名合格的医生，但乘客有义务和责任在航行期间寻求必要的医疗救助，并负责支付船上医疗服务费用。

- 10.4 In the event of illness or accident, Passengers may have to be landed ashore for medical treatment by the Carrier and/or the master. Neither the Carrier nor the Company make any representation or accept any responsibility regarding the quality of the available medical facilities or treatments at any port of call or at the place at which the Passenger is landed. Medical facilities and standards vary from port to port. Neither the Company nor the Carrier makes any representations or warranties in relation to the standard of medical treatment ashore.**

如果乘客发生疾病或事故，承运人和/或船长可能需要将乘客送上岸接受治疗。承运人和本公司均不对任何停靠港或乘客着陆地点的可用医疗设施或治疗的质量做出任何陈述或承担任何责任。医疗设施和标准因港口而异。公司和承运人均不对岸上医疗标准作出任何陈述或保证。

- 10.5 The doctor's professional opinion as to the fitness of the Passenger to board the vessel or to continue the Cruise is final and binding on the Passenger.**

医生对乘客是否适合上船或继续邮轮的专业意见是最终的，对乘客具有约束力。

- 10.6 It is recommended that medical advice is sought before Booking for children under 1 year old. For the avoidance of doubt the provisions of clause 6 and the requirement of fitness to travel is applicable to all Passengers including infants.**

建议在为 1 岁以下的儿童预订之前征求医疗建议。为避免疑问，第 6 条的规定和旅行健康要求适用于所有乘客，包括婴儿。

## **11. MEDICAL EQUIPMENT**

### **医疗设备**

- 11.1 It is important that Passengers contact the manufacturer or supplier to ensure that any medical equipment they are intending to bring on board is safe to use. It is the responsibility of the Passengers to arrange delivery to the docks prior to departure of all medical equipment and to notify the Company prior to Booking if they need to have medical equipment on board so that the Company and the Carrier can ensure that the medical equipment can be carried safely.**

乘客必须联系制造商或供应商，以确保他们打算带上的任何医疗设备都可以安全使用。乘客有责任在出发前安排将所有医疗设备运送到码头，如需携带医疗设备，乘客有责任在预订前通知公司，以便公司和承运人确保医疗设备能够安全携带。

- 11.2 It is the Passengers responsibility to ensure that all medical equipment is in good working order and to arrange enough equipment and supplies to last the entire voyage. The Passenger is responsible for any costs involved in replacing or repairing their personal equipment. The**

ship does not carry any replacements and access to shore side care and equipment may be restricted and costly. Passengers must be able to operate all equipment.

乘客有责任确保所有医疗设备处于良好的工作状态，并安排足够的设备和用品以维持整个航程。乘客需承担更换或维修个人设备的任何费用。船上不提供任何替代品，岸上护理和设备可能会受到限制且费用昂贵。乘客必须能够操作所有设备。

## **12. BOOKING CHANGES REQUESTED BY THE PASSENGER**

受乘客影响的改签

### **12.1 The Passenger is entitled to replace himself with a third party, provided that:**

乘客有权用第三方代替自己，前提是：

- (i) **said third party satisfies all the conditions for the use of the Holiday Package; and**  
上述第三方满足邮轮产品套餐的所有使用条件；和
- (ii) **written notice is duly sent to the Company no later than 7 days before departure of the Cruise.**  
不迟于邮轮出发前 7 天，向公司正式发送书面通知。

**If the conditions stated above in this clause are met, the name change will in any case be subject to a fee reflecting the costs for the Company of effectuating the transfer, see clause 12.4 below. Name changes requested within 7 days of the departure will be considered as cancellation.**

如果满足本条款中的上述条件，则在任何情况下，乘客信息修改将收修改费用，见下文第 12.4 条。在邮轮出发日前 7 天内要求更改姓名将被视为取消。

**The Passenger and the third party contract assignee shall be jointly liable to the Company to pay the price of the Holiday Package and any additional cost that may arise as a consequence of the change in Passenger.**

旅客和第三方合同受让人应共同向公司支付邮轮产品套餐的价格以及因旅客变更而产生的任何额外费用。

### **12.2 Furthermore, even after the confirmation invoice has been issued, and with the exception of the World Cruise, the Passenger is also entitled to exchange, the purchased Holiday Package (“Original Holiday Package”) with another Holiday Package (“New Holiday Package”) on the following conditions:**

此外，即使在出具确认发票后(环球航线除外)，乘客也有权在以下条件下，将购买的邮轮产品套餐（“邮轮产品套餐”）与另一个邮轮产品套餐（“邮轮产品套餐”）交换：

- (i) **the date of departure of the New Holiday Package is later than that of the Original Holiday Package;**  
新邮轮产品套餐的出发日期晚于原邮轮产品套餐的出发日期；
- (ii) **the request for the substitution of the New Holiday Package in place of the Original Holiday Package is received by the Company not later than 30 calendar days before the date of the scheduled departure of the Original Holiday Package and there is availability of spaces on the New Holiday Package;**  
公司在原邮轮产品套餐预订出发日期前 30 个自然日收到以新邮轮产品套餐代替原邮轮产品套餐的请求，且新邮轮产品套餐上有可用空间



(iii) the expected date of departure of the New Holiday Package falls within 90 calendar days from the expected date of departure of the Original Holiday Package.

新邮轮产品套餐的预计出发日期在原邮轮产品套餐预计出发日期后的 90 个自然日。

If the conditions stated above in this clause are met, the substitution of the Original Holiday Package with the New Holiday Package will in any case be subject to the following administration fee per Passenger:

如果满足本条中的上述条件，则在任何情况下，用新邮轮产品套餐替代原邮轮产品套餐将收取以下每位乘客的管理费：

BELLA	FANTASTICA	AUREA	YACHT CLUB	WORLD CRUISE
NOT ALLOWED 不允许更换套餐，否则视为取消	Free once ; On payment from 2nd cruise move onwards 一次免费，第二次航次转移将收取额外费用			loss of deposit equal to 15% of holiday package as per section 12.8 损失相当于所支付套餐价格 15%的不可退还押金

It is understood that, in addition to the administration fee mentioned above, if the price of the New Holiday Package is higher than that of the Original Holiday Package, the difference in price as well as in insurance premium will be borne exclusively by the Passenger.

应认为，除上述管理费外，如果新邮轮产品套餐的价格高于原邮轮产品套餐的价格，价格和保险费的差额将由乘客独自承担。

On the other hand if the price of the New Holiday Package is lower than that of the Original Holiday Package, no reimbursement will be due to the Passenger.

另一方面，如果新邮轮产品套餐的价格低于原邮轮产品套餐的价格，则不会向乘客报销。

In case of substitution of the Original Holiday Package with the New Holiday Package, the Passenger will still be entitled to withdraw from the Contract and therefore cancellation fees will apply; cancellation fees will be based on the price due (as per above provisions) and the scale provided under clause 13 (Cancellation by the Passenger) according to the Original Holiday Package departure date.

如果用新邮轮产品套餐替代原邮轮产品套餐，乘客仍有权退出合同，因此将收取取消费用；取消费用将根据原邮轮产品套餐出发日期，根据到期价格（根据上述规定）和第 13 条（乘客取消）规定的比例计算。

The Company will make reasonable endeavors to comply with the Passenger requests for changes to flight, transport or other services arrangements and adapt them to the New Holiday Package. In no case whatsoever will the Company be held liable for change requests that cannot be satisfied.

公司将尽合理努力满足乘客对航班、运输或其他服务安排的变更要求，并使其适应新的邮轮产品套餐。在任何情况下，公司均不对无法满足的变更请求负责。

**12.3** Name or date changes are not always allowed by air Carriers and other transport or services providers whenever they are made. Most air Carriers and other transport or

services providers treat such changes as a cancellation and charge accordingly. Any additional costs including cancellations fees and/or increased prices levied by air Carriers or other third party providers will be exclusively for the Passenger's account, and be charged as part of the fee mentioned in clause 12.1(ii) above.

无论何时，航空公司和其他运输或服务提供商都不允许更改名称或日期。大多数航空公司和其他运输或服务提供商将此类变更视为取消，并相应收取费用。任何额外费用，包括航空公司或其他第三方提供商征收的取消费和/或加价，将完全由乘客承担，并作为上述第 12.1 (ii) 条所述费用的一部分收取。

- 12.4 Save as provided above, other changes to the Booking may be requested (even after the confirmation invoice has been issued) until 7 days prior to departure, subject to a minimum administration fee of CNY 400 per person per amendment. Any additional costs that may arise as a consequence of the change will be exclusively for the Passenger's account.**

除上述规定外，在出发前 7 天之前，可能会要求对预订进行其他更改（即使在开具确认发票之后），但每次修改的最低管理费为每人 400 元人民币。变更可能产生的任何额外费用将完全由乘客承担。

- 12.5 Requests of amendments to the Booking received by the Company beyond the above time limits will be treated as cancellations and the cancellation charges detailed in clause 13 below will apply.**

公司收到的超过上述时间限制的预订修改请求将被视为取消，并将适用下文第 13 条详述的取消费用。

- 12.6 In case the changes requested by the Passengers entail the printing of new Cruise tickets, further to the above mentioned fees an amount of CNY 400 per cabin will be charged to cover the extra costs. This does not apply for changes pursuant to item 12.1 where the changes reflect the actual costs.**

如果乘客要求的变更需要打印新的邮轮船票，除上述费用外，将向每个客舱收取 400 元人民币，以支付额外费用。这不适用于第 12.1 项中反映实际成本的变更。

- 12.7 Any changes requested by the Passenger on a Combined Tour shall always apply to the whole Holiday Package. All the relevant time limits run from the scheduled date of departure of the first Cruise of the Combined Tour.**

联合旅行中乘客要求的任何更改应始终适用于整个邮轮套餐。所有相关时间限制从联合游的第一次邮轮预订出发日期起计算。

- 12.8 Any change request related to the World Cruise shall be permitted exclusively for another World Cruise and, in such case, will trigger the loss of the non-refundable deposit equal to 15% of the price of the Package paid by the passenger.**

与环球航线有关的任何变更请求应仅允许用于另一条环球航线，在这种情况下，将导致乘客损失相当于所支付套餐价格 15% 的不可退还押金

## **13. CANCELLATION BY THE PASSENGER**

乘客取消

- 13.1 Cancellation of the Booking must be requested in writing (registered letter, email or fax) to the Company or via the Passenger's Sales Agent. All tickets issued and the confirmation invoice must be returned together after the notice of cancellation.**

乘客必须以书面形式（挂号信、电子邮件或传真）向公司或通过乘客的销售代理要求取消预订。所有已发出的船票及确认发票必须在乘客通知取消后一并退回。

**13.2 Save what set forth in clause 13.3 below, to cover the estimated loss incurred by cancellation, the Company will levy cancellation charges in accordance with the following scale:**

除下文第 13.3 条所述的内容外，为弥补因取消而造成的预估损失，公司将按照以下比例征收退票费：

<b>CRUISE &lt; 15 NTS</b>		<b>CRUISE ≥ 15 NTS</b>	
邮轮晚数少于 15 晚		邮轮晚数大于及等于 15 晚	
<b>60 day or longer</b>	<b>RMB 400/pax handling fee*</b>	<b>75 days or longer</b>	<b>RMB 400/pax handling fee*</b>
出发前 60 天或以上	400 元人民币/人处理费*	出发前 75 天或更长	400 元人民币/人处理费*
<b>59 - 50 days</b>	<b>RMB1200/pax</b>	<b>74 - 60 days*</b>	<b>船票费用的 30%</b>
出发前 59-50 天	1200 元人民币/人	出发前 74-60 天	
<b>49 - 30 days</b>	<b>船票费用的 30%</b>	<b>59 - 45 days</b>	<b>船票费用的 50%</b>
出发前 49-30 天 *		出发前 59-45 天	
<b>29 - 15 days</b>	<b>船票费用的 50%</b>	<b>44 days till 0 **</b>	<b>船票费用的 100%</b>
出发前 29-15 天		出发前 44 天	
<b>14 days till 0 **</b>	<b>船票费用的 100%</b>		
出发前 14 天以内			

**\* or loss of deposit whichever is greater.**

或定金损失，以较大者为准。

**\*\* “no-show” upon departure and Holiday Package breaking shall be dealt as a cancellation made on the day of departure.**

出发时的“不到场”和邮轮产品套餐中断应视为出发当日的取消

<b>WORLD CRUISE 2025</b>	
<b>2025 年环球航线</b>	
<b>60 days or longer</b>	<b>15% of holiday package*</b>
出发前 60 天或以上	邮轮产品套餐价格 15%
<b>59-10 days prior departure</b>	<b>75% of holiday package</b>
出发前 59 天-10 天	邮轮产品套餐价格 75%
<b>9-0 days prior departure</b>	<b>100% of holiday package</b>
出发前 9 天以内	邮轮产品套餐价格 100%

**\* or loss of deposit whichever is greater.**

或定金损失，以较大者为准。

<b>YACHT CLUB (for all cruises)</b>	
<b>游艇会俱乐部套房（适用所有邮轮）</b>	
<b>120 days or longer</b>	<b>RMB800</b>
出发前 120 天或以上	800 元人民币每人
<b>119-90 days prior to departure</b>	<b>25% of holiday package</b>

出发前 119-90 天	邮轮产品套餐价格 25%
89-60 days prior to departure 出发前 89-60 天	40% of holiday package 邮轮产品套餐价格 40%
59-30 days prior to departure 出发前 59-30 天	60% of holiday package 邮轮产品套餐价格 60%
29-15 days prior to departure 出发前 29-15 天	80% of holiday package 邮轮产品套餐价格 80%
14-0 days prior to departure 出发前 14 天之内	100% of holiday package 邮轮产品套餐价格 100%

- 13.3** In case a cabin remains for single use after the cancellation of a Passenger, the Passenger occupying the cabin for single use will be asked to pay a single surcharge charged by the Company for any single cabin Booking. Alternatively, should the remaining single passenger opt to cancel the Booking, the latter will pay the cancellation charges in accordance with clause 13.2 in addition to the insurance premium.

如果一名乘客取消后，客舱仅供一人使用的，则单独使用该客舱的乘客将被公司要求支付相当于任何单舱预订的单房差。或者，该单独使用客舱的乘客也可以选择取消预订，则该乘客将根据第 13.2 条支付退票费用，此外还应支付保险费。

- 13.4** It may be possible for the Passenger to claim these cancellation charges from his/her travel insurance provider, subject to any applicable deductibles. It is the Passenger's responsibility to make such a claim under the terms of his/her insurance policy.

乘客可以向其旅行保险供应商申请这些退票费用，但任何适用的免赔额除外。乘客有责任根据其保险单条款提出索赔。

- 13.5** The Passenger may request the cancellation of a Combined Tour, but such a cancellation shall always apply to the whole Holiday Package. All the relevant time limits run from the scheduled date of departure of the first Cruise of the Combined Tour.

乘客可以要求取消联合旅行，但这种取消应始终适用于邮轮产品套餐。所有有关的时限，均由联合旅行的首个航行的预订出发日期起计算。

- 13.6** The Passenger will not be liable to pay the fees mentioned in clause 13.2 and 13.3 above if the cancellation is due to Unavoidable and Extraordinary Circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination.

如果取消是由于目的地或其附近发生的无法避免的特殊情况情况，且该等情况对邮轮产品套餐的完成有重大影响，或对运送乘客到目的地有重大影响，乘客将不需支付上述第 13.2 条和第 13.3 条所述费用。

#### **14. BOOKING CHANGES EFFECTED BY THE COMPANY**

受公司影响的改签

- 14.1** Arrangements for the Cruise or the Holiday Package are made many months in advance by the Company. Very occasionally it may be necessary to alter them; therefore the Company expressly reserves the right to change the arrangements for the Cruise or the Holiday Package, should such changes become necessary or advisable for operational, commercial or safety reasons.

公司是提前几个月安排了航行或邮轮产品套餐。有时可能需要在行程开始之前或在行程之中更改这些安排；因此，如果出于运营、商业或安全原因，此类变更成为必要或可取的，公司明确保留更改航行或邮轮产品套餐的安排的权利。

**14.2 In the event of a significant alteration to an essential term of the Contract, the Company will inform the Passenger or his/her Sales Agent of such change in writing as soon as reasonably possible.**

如果合同的基本条款发生重大变更，公司将尽快以书面形式通知乘客或其销售代理。

**i. If the booking change is effected before the start of the package , the Passenger will be offered the choice of:**

若变更是在邮轮产品套餐开始之前，乘客可选择：

- a) **Accepting the alteration; or**  
接受变更；或者
- b) **Accepting a substitute package directly offered by the Company, having an equivalent or an higher quality. If the substitute package offered is of a lower quality, a refund of the price difference will be granted.**  
接受公司直接提供的同等或更高质量的替代邮轮产品套餐。如果提供的替代邮轮产品套餐质量较低，则获得差价返还。
- c) **Choosing and booking another available Holiday Packages among those offered by the Company. If such Holiday Package is more expensive than the one originally chosen, the Passenger shall pay the difference in price. If, conversely, the price is lower, Passenger will receive a refund of the difference in price.**  
在公司直接提供的替代邮轮产品套餐之外选择并预订其他邮轮产品套餐。如果另行选择的该邮轮产品套餐价格高于最初预订的邮轮产品套餐的，乘客应支付差价。反之，如果价格较低，乘客将获得差价返还。
- d) **Cancelling and receiving a full refund of all monies paid**  
取消行程并收到全额退款。

**ii. If a booking change is made during the performance of the Holiday Package and a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the Company will propose suitable alternative arrangements, of an equivalent or higher quality, for the continuation of the package as scheduled at no additional cost, or – failing to do so – the Passenger shall be reimbursed of the price difference in the event that the alternative arrangements are of lower quality than those specified in the package travel contract.**

如果在邮轮产品套餐提供过程中发生的变更，且绝大部分行程服务无法按照原合同中的约定提供的，公司将以质量相当或更高的替代安排，继续按计划提供邮轮产品套餐，且不收取额外费用，或者，如果替代安排的质量低于原合同中规定的质量，则应向乘客返还差价。

**14.3 The notification of alteration will specify a reasonable response period by which the Passenger must notify the Company of their decision. The notification will further specify that if the Passenger fails to respond within the imparted time, the alterations will be considered to be accepted.**

更改通知将规定一个合理的响应期，在此期间，乘客必须将其决定通知公司。通知将进一步明确，如果乘客未能在规定时间内作出回应，则视为接受更改。

**14.4** Once a Cruise or Holiday Package has been completed, and it is impossible to ensure the Passenger's return to their departure point as agreed in the Contract because of unavoidable and extraordinary circumstances, the Company shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in EU passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply. 一旦邮轮或邮轮产品套餐完成，由于不可避免的特殊情况，无法确保乘客返回合同中约定的出发点，公司应承担必要的住宿费用，如果可能的话，为每位旅客提供不超过三晚的同等住宿。如果适用于旅客返回相关交通工具的欧盟乘客权利立法规定了更长的期限，则应适用这些期限。

**14.5** The Company has the right to assign another cabin for the Passenger, as long as it has similar characteristics. If there is a change in accommodation to a lower-priced cabin, the Passengers affected by such change will be entitled to a refund of the price difference, according to the current rates.

公司有权将乘客调整至其他类似舱房。若乘客被调整至价格较低的舱房，则受到该等调整影响的乘客将有权根据届时汇率获得相应价格差额的退款。

## **15. CANCELLATION BY THE COMPANY**

公司取消

**15.1** The Company reserves the right to cancel any Holiday Package at any time by giving written notice to the Passenger but shall not be liable for additional compensation, if:

在下列情况下，公司保留随时向乘客发出书面通知取消任何邮轮套餐而无需承担任何额外赔偿责任的权利，若：

(i) the cancellation is due to an event of Unavoidable and Extraordinary Circumstances and/or any unusual /or unforeseeable circumstances beyond the Company's control, the consequences of which could not have been avoided by the Company even though it has exercised all due care;

取消是由于无法避免的特别情况和/或公司无法控制的任何不寻常/或不可预见的情况造成的，即使公司已尽了所有应有的注意，其后果也是公司无法避免的；

(ii) the number of persons enrolled for the Holiday Package is smaller than the 50% of the Passenger capacity of the relevant ship.

参加邮轮产品套餐的人数少于相关船舶载客量的 50%。

**In both cases above, the Company will offer the Passenger the choice of:**

在上述情况下，公司将为乘客提供以下选择：

a) Accepting a substitute package offered by the Company, of an equivalent or an higher quality. If the available alternative Holiday Package offered by the Company is of a lower quality, a refund of the difference in price will be offered along with the substitute package.

接受公司直接提供的同等或更高质量的替代邮轮产品套餐。如果提供的替代邮轮产品套餐质量较低，则获得差价返还。

b) Choosing and booking another available Holiday Packages subject to the payment of the applicable price. If such Holiday Package is more expensive than

**the one originally chosen, the Passenger shall pay the difference in price. If, conversely, the price is lower, Passenger will receive a refund of the difference in price.**

按照其他邮轮产品套餐适用的价格，在公司直接提供的替代邮轮产品套餐之外选择并预订其他邮轮产品套餐。如果另行选择的该邮轮产品套餐价格高于最初预订的邮轮产品套餐的，乘客应支付差价。反之，如果价格较低，乘客将获得差价返还。

- c) Cancelling and receiving a full refund of all monies paid.**  
取消行程并收到全额退款。

**15.3 The Passenger's decision must be notified to the Company in writing or via their Sales Agent within 3 days of the notice of cancellation.**  
乘客的决定必须在取消通知后 3 天内以书面形式或通过其销售代理通知公司。

**15.4 Without prejudice to the above, the Company reserves the right to reject or cancel new bookings made by or on behalf of former Passengers who, during a previous Holiday Package:** 在不影响邮轮公司上述权利的情况下，邮轮公司保留拒绝或取消发生以下情况的乘客已生效订单和/或参加过往邮轮产品套餐时发生过以下情况的乘客或代该等乘客进行的新预订的权利：

- a) behaved dangerously for their safety and/or the one of other Passengers and/or crew members;**  
对其自身安全和/或其他乘客安全和/或邮轮船务人员的安全发生危险行为表现的；
- b) damaged and/or endangered Company's assets;**  
损害和/或危及邮轮公司财产的；
- c) did not solve outstanding debts with the Company;**  
与邮轮公司之间存在未结清账款的；
- d) violated art. 18 of the present Booking Terms and Conditions.**  
违反本预订条款第 18 条约定的。
- e) Violated the Guest Conduct Policy and/or ship's Master indications and/or the Conditions of Carriage.**  
违反乘客行为准则和/或船长指示和/或承运条款。
- f) any passenger who, as a result of the passenger screening process, is included in the US National Sex Offender Registry or any other applicable sex offender list.**  
在乘客筛选过程中，任何被列入美国国家性犯罪者登记册或任何其他适用的性犯罪者名单的乘客。

**The Passenger will be informed of the rejection or cancellation made under the present article in writing.**  
乘客将被书面通知根据本条作出的拒绝或取消。

## **16. THE COMPANY'S LIABILITY**

## 公司的责任

- 16.1 Subject to clause 16.3 to 16.8 the Company accepts responsibility for death, injury or illness caused by the negligent acts and or omissions of it and anyone who supplies services, which form part of the Holiday Package. The liability of the Company is limited, where applicable, by the conventions mentioned in 16.4 to 16.14 inclusive. The liability of the Company toward the Passenger is governed also by the International Conventions mentioned hereunder (see clauses 16.4 to 16.14) which provide limitations of liability of the Carrier. The Company is not responsible for any improper or non-performance which is:**

根据第 16.3 条至第 16.8 条的规定，公司对因其和任何提供服务的人员的疏忽行为或不作为而导致的死亡、受伤或疾病承担责任，这些构成邮轮产品套餐的一部分。适用时，公司的责任受第 16.4 条至第 16.14 条（含第 16.4 条）所述公约的限制。公司对乘客的责任也受下文提及的国际公约（见第 16.4 至 16.14 条）的管辖，这些公约规定了承运人的责任限制。公司不对以下任何不当或不履行行为负责：

- a) **wholly attributable to the fault of the Passenger.**  
完全归因于乘客的过错。
- b) **the unforeseeable or unavoidable act or omission of a third party unconnected with the supply of any service to be provided under the Contract;**  
与根据合同提供的任何服务的供应无关的第三方的不可预见或不可避免的作为或不作为；
- c) **an unusual or unforeseeable circumstance beyond the control of the Company and/or anyone who supplies services which form part of the Holiday Package 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 Unavoidable and Extraordinary Circumstances ; or**  
超出公司和/或提供构成邮轮产品套餐一部分的服务的任何人控制范围的异常或不可预见的情况，即使采取了所有应有的谨慎措施，其后果也无法避免，包括（但不限于）不可避免和特殊情况的事件；或
- d) **an event which the Company and/or anyone who supplies services which form part of the Holiday Package could not even with all due care have foreseen or forestalled.**  
公司和/或提供邮轮产品套餐服务的任何人即使谨慎也无法预见或阻止的事件。

- 16.2 For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in clause 16.4 to 16.14 inclusive, the Company's liability for improper performance of the Contract shall be limited to a maximum of three times the price which the affected Passenger paid for the Holiday Package (not including insurance premiums and amendment charges).**

对于不涉及人身伤害、死亡或疾病或不受第 16.4 条至第 16.14 条（含第 16.4 条）所述约定约束的索赔，公司对不当履行合同所承担的责任最多不超过受影响乘客为邮轮产品套餐所支付价格（不包括保险费和修改费用）的三倍。

- 16.3 All carriage (by land, air and sea) is subject to the Conditions of Carriage of the actual Carrier. These may limit or exclude liability. They are expressly incorporated into these Booking Terms and Conditions and are deemed to be expressly accepted by the Passenger at the time of Booking. Copies of these terms and conditions are available on request from the Company. 所有运输（陆运、空运和海运）均须遵守实际承运人的运**



输条件。这些可能限制或排除责任。这些条款已明确纳入本预订条款，并被视为乘客在预订时明确接受。如有要求，可提供这些条款的副本。

- 16.3 Carriage of Passengers and their luggage by air is governed by various International conventions (“the International Air Conventions”), including the Warsaw Convention 1929 (as amended by The Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. To the extent that the Company 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 Cruise between the Company and a Passenger) are expressly incorporated into these Booking Terms and Conditions and in the Conditions of Carriage. The International Air Conventions fix limitations of liability of the Carrier for death and personal injury, loss of and damage to luggage and delay. Any liability of the Company toward the Passenger arising from a carriage by air is subject to the limitation of liability provided by said Conventions. Copies of these conventions are available upon request.**

乘客及其行李的航空运输受各种国际公约（“国际航空公约”）的管辖，包括 1929 年华沙公约（经 1955 年海牙议定书或 1999 年蒙特利尔议定书或其他议定书修订）或 1999 年蒙特利尔公约。在公司可能作为不良航空承运人就航空运输对乘客承担责任的范围内，国际航空公约的条款（包括可能适用于公司与乘客之间邮轮合同的任何后续修正案和任何新公约）明确纳入本预订条款以及运输条件中。国际航空公约规定了承运人对死亡和人身伤害、行李灭失和损坏以及延误的赔偿责任限制。本公司因航空运输而对旅客承担的任何责任均受上述公约规定的责任限制。如有要求，可提供这些公约的副本。

- 16.4 Insofar as the Company may be liable to a Passenger in respect of claims arising out of carriage by air, land or sea, the Company shall be entitled to all the rights, defenses, immunities and limitations available, respectively, to the actual Carriers (including his own terms and Conditions of Carriage) and under all the applicable regulations and/or conventions, such as the Athens Convention, the Montreal Convention and nothing in these Booking Terms and Conditions nor in the Conditions of Carriage shall be deemed as a waiver thereof. If any term, condition, section or provision becomes invalid or be so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force.**

在公司可能就航空、陆上或海上运输引起的索赔对乘客承担责任的范围内，公司应有权分别享有实际承运人（包括其自身的运输条款）和所有适用法规和/或公约（如《雅典公约》）规定的所有权利、抗辩、豁免和限制，《蒙特利尔公约》以及本预订条款或运输条件中的任何内容均不得被视为对其的弃权。如果任何条款、条件、章节或规定无效或被判定无效，其余条款、条件、章节和规定应视为可分割的，并应继续有效。

- 16.6 The liability (if any) of the Company and the Carrier for damages suffered as a result of death or personal injury to the Passenger, or loss or damage to luggage shall be determined in accordance with the following:**

公司和承运人对因旅客死亡或人身伤害或行李丢失或损坏而遭受的损害的责任（如有）应根据以下规定确定：

- 16.7 In relation to Carriage by Sea EU Regulation 392/2009 Concerning the Rights of Passengers when travelling by sea in the event of Accidents (EU Regulation 392/2009), shall apply to international carriage by sea where the port of embarkation or disembarkation is in the EU or where the vessel has an EU flag or where the contract of carriage is made in the EU.**

关于海上运输，欧盟第392/2009号条例（关于发生事故时海上乘客的权利）（欧盟第392/2009号条例）应适用于登船港或离船港在欧盟境内、船舶悬挂欧盟国旗或运输合同在欧盟境内订立的国际海上运输。

A copy of EU Regulation 392/2009 is available on request and can be downloaded from the Internet at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/2724/annex-b-reg-ec-392-2009.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/2724/annex-b-reg-ec-392-2009.pdf) . A summary of EU Regulation 392/2009 can be found at <http://ec.europa.eu/transport/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>

欧盟第392/2009号条例的副本可根据要求提供，并可从以下网站下载：  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/2724/annex-b-reg-ec-392-2009.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/2724/annex-b-reg-ec-392-2009.pdf) 欧盟第392/2009号条例的摘要可访问：  
<http://ec.europa.eu/transport/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>

Where the vessel is being used as floating accommodation then the provisions of the Athens Convention 1974 and the limits therein will apply and are hereby expressly incorporated into these Booking Conditions including any claims for loss of or damage to luggage and or death and or personal injury.

如果船舶被用作浮动舱位，则1974年《雅典公约》的规定及其限制将适用，并在此明确纳入本预订条款，包括任何行李损失或损坏索赔和/或死亡和/或人身伤害索赔。

- 16.8 The level of damages the Company and the Carrier may be liable to pay in relation to death and/or personal injury and or loss of or damage to Luggage is limited and shall in no circumstances whatsoever exceed the limits of liability set out in EU Regulation 392/2009, or where applicable Athens Convention 1974.**

公司和承运人可能就死亡和/或人身伤害和/或行李丢失或损坏承担的赔偿金额有限，在任何情况下都不得超过欧盟第392/2009号条例或1974年《雅典公约》（如适用）规定的赔偿限额。

- 16.9 The liability of the Company and the Carrier for death, personal injury or illness to the Passenger shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention 1974 or, where applicable, the maximum sum of 400,000 SDR pursuant to EU Regulation 392/2009 or The Athens Convention 2002 and, where there is liability for war and terrorism under EU Regulation 392/2009 or The Athens Convention 2002, 250.000 SDR.**

公司和承运人对乘客死亡、人身伤害或疾病的赔偿责任不得超过1974年《雅典公约》规定和定义的46.666特别提款权（“特别提款权”），或根据欧盟第392/2009号条

例或2002年《雅典公约》的规定，在适用的情况下，最大金额不得超过400,000特别提款权，如果根据欧盟第392/2009号条例或2002年《雅典公约》对战争和恐怖主义负有责任，则为250,000特别提款权。

**Liability of the Company and the Carrier for loss of or damage to Passenger's luggage or other property shall not exceed 833 SDR per Passenger under the Athens Convention 1974 or 2,250 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies.**

根据1974年《雅典公约》，公司和承运人对乘客行李或其他财产的损失或损坏的责任不得超过833特别提款权，如果欧盟第392/2009号条例或2002年《雅典公约》适用，则不得超过2,250特别提款权。

**It is agreed that such liability of the Company and the Carrier shall be subject to the applicable deductibles per Passenger, such sum to be deducted from the loss or damage to luggage or other property.**

双方同意，公司和承运人的此类责任应以每位乘客适用的免赔额为准，该金额应从行李或其他财产的损失或损坏中扣除。

**The Passenger understands that the conversion rate of SDR's fluctuates daily and may be obtained from a bank or Internet. The value of an SDR can be calculated by visiting [http://www.imf.org/external/np/fin/data/rms\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx).**

乘客应了解特别提款权的兑换率每天都在波动，可以从银行或互联网上查看。特别提款权值计算可以通过访问[http://www.imf.org/external/np/fin/data/rms\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx)。

**16.10 It is presumed under the Athens Convention 1974 and where applicable The Athens Convention 2002 or EU Regulation 392/2009 that the Carrier has delivered Luggage to a Passenger unless written notice is given by the Passenger within the following periods:**

根据1974年《雅典公约》和2002年《雅典公约》或欧盟第392/2009号条例（如适用），应假定承运人已向乘客交付行李，除非乘客在以下期限内发出书面通知：

- (i) in the case of apparent damage before or at the time of disembarkation or redelivery;如果在离船或重新交付之前或之时出现明显损坏**
- (ii) in the case of damage which is not apparent or loss of Luggage within fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.**

如果行李在离船或交付之日起十五天内或在交付之日起十五天内没有明显损坏或丢失。

**16.11 If the carriage provided hereunder is not “international carriage” as defined in Article 2 of EU Regulation 392/2009 or the vessel is being used as a floating hotel and or domestic carriage by sea in the UK, the provisions of the Athens Convention 1974 shall apply to this contract and be deemed to be incorporated herein mutatis**

**mutandis.**

如果本合同项下提供的运输不是欧盟第392/2009号条例第2条中定义的“国际运输”，或者该船舶在英国用作浮动式酒店和/或国内海上运输，则1974年《雅典公约》的规定应适用于本合同，并视为经必要修改后已纳入本合同。

**16.12 The Company shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Passenger for declared value protection. Use of the ship's safe is not a deposit with the ship. Where there is liability for loss of or damage to valuables deposited with the ship then such liability is limited to 1,200 SDR under the Athens Convention 1974 or 3,375SDR where EU Regulation 392/2009 or Athens Convention 2002 applies.**

公司不对任何贵重物品（如货币、有价证券、贵金属物品、珠宝、艺术品、相机、计算机、电子设备或任何其他贵重物品）的损失或损坏负责，除非这些贵重物品存放在承运人处进行安全保管，并且在存放时以书面形式明确约定了更高的限额，此外，乘客还需支付额外的申报价值保护费。使用船舶保险箱并非船舶押金。如果对存放在船舶上的贵重物品的损失或损坏负有责任，则根据1974年《雅典公约》，该责任限于1,200特别提款权，如果欧盟第392/2009号条例或2002年《雅典公约》适用，则该责任限于3,375特别提款权。

**16.13 The Company and the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the vessel's flag in respect of/or the global limitation on damages recoverable from the Carrier). Nothing in these Booking Terms and Conditions is intended to operate to limit or deprive the Company and the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servant and/or agents of the Company and the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.**

公司和承运人应享有规定限制和/或免除责任的任何适用法律的全部利益（包括但不限于船旗国法律和/或关于/或对可从承运人处获得的损害赔偿的全球性限制）。本预订条款中的任何内容均无意限制或剥夺公司和承运人的任何此类法定或其他限制、免责或责任。公司和承运人的雇员和/或代理人应享有与责任限制有关的所有此类规定的全部利益。

**16.14 Without prejudice to the provisions of 16.7 to 16.13 above, if any claim is brought against the Company and Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Booking Terms and Conditions are held to be legally unenforceable then the Company and the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by the Company and Carrier's own negligence or fault. 在不影响上述第16.7条至第16.13条规定的情况下，如果在任何司法管辖区对公司和承运人提出任何索赔，而本预订条款中包含的适用豁免和限制在法律上是不可执行的，则公司和承运人对死亡、受伤、疾病、损害不承担任何责任，因任何性质的原因造成的延误或其他任何人身或财产损失或损**

害，但未证明是由公司和承运人自身的疏忽或过失造成的。

- 16.15 Notwithstanding anything to the contrary elsewhere in these Booking Terms and Conditions, the Company shall not in any circumstances be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.**

尽管本预订条款中另有相反规定，公司在任何情况下均不对任何利润损失或预期损失、收入损失、使用损失、合同或其他机会的损失负责，也不对任何其他类似性质的后果性或间接损失或损害负责。

- 16.16 The liability of the Company is excluded for claims arising out of loss or damage directly or indirectly occasioned by circumstances where performance and/or prompt performance of the Contract is prevented by reason of war, or threat of war, riot, civil strike, industrial dispute whether by the Company's employees or others, terrorist activity or the threat of terrorist activity, failure of power supplies, health risks or epidemics natural or nuclear disaster, fire or adverse weather conditions or adverse sea states, Passenger's suicide or attempted suicide or the Passenger's deliberate exposure to unnecessary danger (except in an attempt to save human life), or the consequences of participating in an unusual and dangerous activity and any other circumstance of any nature whatsoever outside the Company's control.**

对于因战争、战争威胁、暴乱、内乱、劳资纠纷（无论是公司员工还是其他人）、恐怖活动或恐怖活动威胁，电源故障、健康风险或流行病、自然灾害或核灾难、火灾或恶劣天气条件或恶劣海况、乘客自杀或自杀未遂或乘客故意暴露在不必要的危险中（除非是为了挽救生命），或参与异常和危险活动的后果，以及公司无法控制的任何性质的任何其他情况而无法履行和/或迅速履行合同而直接或间接造成的损失或损害，公司不承担赔偿责任。

- 16.17 Where the Company has any legal liability for loss of or damage to property otherwise than in accordance with the Athens and/or Montreal Conventions then its liability shall not at any time exceed EUR 500,00 and the Company shall not at any time be liable for money or valuables. Passengers must not pack money or other valuables in their luggage.** 如果本公司对财产损失或损坏负有任何法律责任，但《雅典公约》和/或《蒙特利尔公约》除外，则其责任在任何时候均不得超过 500,00 欧元，且本公司在任何时候均不对金钱或贵重物品负责。乘客不得在行李中携带金钱或其他贵重物品。

- 16.18 The Company's liability will not at any time exceed that of any Carrier under its Conditions of Carriage and/or applicable or incorporated conventions. Any damages payable by the Company shall be reduced in proportion to any contributory negligence by the Passenger.**

公司的责任在任何时候都不会超过任何承运人根据其运输条件和/或适用或合并的公约所承担的责任。公司应支付的任何损害赔偿金应根据乘客的任何过失按比例减少。

## **17. ITINERARY / RIGHT TO CHANGE** 航程/变更权利

- 17.1 The Company reserves the right at its sole discretion and/or that of the master of any vessel (which will not be exercised unreasonably) to decide whether to deviate from the advertised or ordinary itinerary, to delay or anticipate any sailing, to omit or change**

scheduled ports of call, to arrange for substantially equivalent carriage by another vessel, to tow or be towed or assist other vessels or to perform any similar act which, in its and/or master's sole discretion will deem advisable or necessary for the safety, of the Passenger, of the vessel and crew. In such circumstances neither the Company nor the Carrier will be under any liability or obligation to the Passenger.

公司有权自行决定和/或任何船舶的船长（不会无理行使）决定是否偏离所宣传的或正常的行程，延迟或提前任何航行，忽略或更改预定停靠港，安排另一艘船舶进行实质上同等的运输，拖曳或被拖曳或协助其他船舶，或执行其和/或船长认为对乘客、船舶和船员的安全是可取或必要的任何类似行为。在这种情况下，公司和承运人都不对乘客承担任何责任或义务。公司有权自行决定和/或任何邮轮船舶的船长有权自行决定（不会不合理行使）邮轮是否偏离原定航程路线、延长或缩短停靠时间、不停靠或改变原定停靠港、安排另一艘邮轮执行航程任务，拖曳或被拖曳或协助其他船舶，或执行和/或船长认为对乘客、船舶和船员的安全是可取或必要的任何类似行为。在这种情况下，公司和承运人都不对乘客承担任何责任或义务。

## **18. PASSENGER'S RESPONSIBILITY**

### **乘客的责任**

#### **18.1 The Passenger has a duty to follow the instructions and orders of the master and Officers while onboard. The Passenger hereby accepts and agrees that the master and officers are entitled and have authority to inspect any person on board, any cabin, baggage and belonging for safety, security or other lawful reasons.**

乘客有责任在船上听从船长和高级船员的指示和命令。乘客在此接受并同意，船长和高级船员有权出于安全、安保或其他合法原因检查船上任何人、任何舱室、行李和物品。

#### **18.2 The Passenger hereby expressly agrees to allow any such search.**

乘客在此明确同意允许任何此类搜查。

#### **18.3 Passengers must have received all necessary medical inoculations prior to the Cruise and have in their possession all tickets, valid passports, visas, medical cards and any other documents necessary for the scheduled ports of call and disembarkation.**

乘客必须在乘船前接受所有必要的医疗接种，并持有所有票证、有效护照、签证、医疗卡以及预定停靠港和离船港所需的任何其他文件。

#### **18.4 Each Passenger warrants that he/she is physically and mentally fit to undertake the Cruise.**

每位乘客应保证他/她身体和精神上都适合航行。

#### **18.5 The Carrier and/or the master have the right of refusing the boarding or order the disembarkation of any Passenger should they deem it necessary, for the safety, security, of the Passenger, of the other Passengers or of the ship or should the Passenger's conduct which, in the reasonable opinion of the master, is likely to endanger or impair the comfort and enjoyment of other Passengers onboard.**

承运人和（或）船长认为为了乘客、其他乘客或者船舶的安全、保障有必要，或者船长合理认为乘客的行为可能危及或者损害船舶安全，或者影响其他乘客的舒适和享受的，有权拒绝乘客登船或者命令乘客离船。

- 18.6 No Passenger shall bring any animals whatsoever, except for recognized service dogs, subject to clause 7 above.**  
除上述第 7 条另有规定外, 乘客不得携带任何动物, 但受认可的服务犬除外。
- 18.7 the Company and/or the Carrier will be under no liability whatsoever to any Passenger in respect of any breach or non-observance by any Passenger of the provisions of this clause and any Passenger shall indemnify the Carrier and the Company against any loss or damage occasioned to the Carrier or the Company or any of its suppliers by such breach or non-observance.**  
公司和/或承运人对任何乘客违反或不遵守本条规定不承担任何责任, 任何乘客应赔偿承运人和公司因违反或不遵守上述规定而给承运人或公司或其任何供应商造成的任何损失或损害。
- 18.8 Passenger's behaviour must not affect and reduce the safety, peace and enjoyment of the Cruise by other Passengers.**  
乘客的行为不得影响和减少其他乘客对航行的安全、安宁和享受。
- 18.9 It is strictly forbidden for Passengers to carry firearms, ammunition, explosives or flammable, toxic or dangerous substances, goods or articles on-board any Vessels which could be dangerous for the safety of Passengers and the Vessels.**  
严禁乘客携带枪支、弹药、爆炸物或易燃、有毒、危险物品、货物、物品等对乘客和船舶安全可能造成危险的物品上船。
- 18.10 Passengers shall be liable for any damage suffered by the Company and/or the Carrier and/or any supplier of any service that forms part of the Holiday Package as a result of the Passenger's failure to comply with his contractual obligations. In particular, the Passenger shall be liable for all damages caused to the vessel or its furnishings and equipment, for injury or loss to other Passengers and third parties, and also for all penalties, fines and expenses attributable by the Passenger that the Company, Carrier or supplier may be liable to pay.**  
由于乘客未能履行合同义务, 致使公司和/或承运人和/或构成邮轮产品套餐一部分的任何服务供应商遭受损失的, 乘客应承担赔偿责任。特别是, 乘客应对船舶或其家具和设备造成的所有损坏, 对其他乘客和第三方造成的伤害或损失, 以及公司、承运人或供应商可能负责支付的乘客应承担的所有罚款、罚款和费用承担赔偿责任。
- 18.11 Passengers are not allowed to sell and/or purchase from other passengers or travel operators on board the ship any type of commercial services – including but not limited to shore excursions – which are not official offered by the Company or its agreed independent contractors.**  
乘客不得向船上其他乘客或旅行社出售和/或购买任何类型的商业服务, 包括但不限于不是由公司或其授权的独立承包商正式提供的岸上观光。
- 18.12 Passengers shall not bring onboard the vessel any illegal drugs or other controlled substances (a drug or other substance that is tightly controlled by the government because it may be abused or cause addiction) including but not limited to medical marijuana. Illegal drugs or controlled substances will be confiscated and MSC Cruises reserves the right, in its sole discretion to report violations of this prohibition to the appropriate authorities. Any attempt to bring Illegal drugs or controlled substances onboard, may lead to denial of boarding or prevented from boarding or re-boarding the vessel.**

乘客不得携带任何非法药物或其他受管制物质（因可能被滥用或导致成瘾而被政府严格管制的药物或其他物质）登船，包括但不限于医用大麻。非法药物或管制物质将被没收，地中海邮轮保留自行决定将违反禁令的行为报告给相关部门的权利。任何试图携带非法药物或管制药物登船的行为都可能导致被拒绝登船或被阻止登船或再次登船。

## **19. COMPLAINTS**

### **投诉**

- 19.1 Any Passenger with a complaint whilst on a Cruise must bring it to the attention of the Cruise staff onboard as soon as possible. If the Cruise staff is unable to resolve the problem, any complaint should be notified in writing to the Company within 15 days of the termination of the Cruise. Failure to report the complaint within this time may adversely affect the Company's ability to deal with it. Complaints relating to any other part of an Holiday Package must be made promptly to the Company or the supplier.

任何乘客在邮轮上投诉时，必须尽快提请船上的邮轮工作人员注意。如果邮轮工作人员无法解决问题，任何投诉应在航行终止后 15 天内以书面形式通知公司。未能在该时间内提交投诉可能会对公司的处理能力产生不利影响。有关邮轮产品套餐任何其他部分的投诉必须立即向公司或供应商提出。

- 19.2 Notices of claim for loss or damage to luggage or other property shall be given to the Carrier in writing before or at the time of disembarkation, or if not apparent, within fifteen (15) days from the date of disembarkation.

行李箱或者其他财产灭失或者损坏的索赔要求，应当在离船前或者离船时以书面形式通知承运人，如果离船时未发现遗失或损坏的，应当在离船之日起十五（15）天内以书面形式通知承运人。

- 19.3 Complaints under EU Regulation. 1177/2010 concerning accessibility, cancellation or delays must be made to the Company within two (2) months from the date the service was performed. The Carrier shall respond within 1 month to advise whether the complaint is substantiated, has been rejected or is still being considered. A final reply shall be provided within two (2) months. The Passenger shall provide such further information as may be required by the Company to deal with the complaint. If the Passenger is not satisfied with the response then it may complain to the relevant enforcement body in the country of embarkation. 根据欧盟条例第1177/2010号，有关可操性、取消或延迟的投诉必须在服务完成之日起两（2）个月内向公司提出。承运人应在1个月内作出答复，告知投诉是否属实、是否已被驳回或是否仍在处理中。公司应在两（2）个月内提供最终回复。乘客应提供公司处理投诉可能需要的进一步信息。如果乘客对答复不满意，则可向登船国的相关执法机构投诉。

## **20. CONSUMER PROTECTION**

- 20.1 *[This clause has to be adapted to the local guarantee fund rules and the relevant local laws on the protection of consumers in case of bankruptcy of the Tour Operator.]*

## **21. DATA PROTECTION**



## 数据保护

- 21.1 The Company attaches great importance to protecting Passenger's personal information and will implement appropriate administrative and technical measures in accordance with applicable laws and regulations to safeguard the security of passenger's personal information, preventing unauthorized access, leakage, tampering, or loss. For details on how the Company processes and protects personal information, Passenger may visit <https://www.msccruises.com.cn/privacy>.  
公司非常重视保护乘客的个人信息，并将根据适用的法律法规采取合适的管理措施和技术措施保障乘客的个人信息安全，防止未经授权的访问以及个人信息泄露、篡改、丢失等。乘客如需了解公司具体如何处理和保护个人信息，可以访问 <https://www.msccruises.com.cn/privacy>。

## 22. VARIATION 变更

- 20.1 No variation of these terms shall be effective unless in writing and signed by the Company.  
除非以书面形式并经公司签署，否则对本条款的任何变更均无效。

## 23. SMOKING POLICY 吸烟政策

- 23.1 MSC Cruises respects the needs and desires of all Guests, and we have considered carefully the subject of those who smoke and those who do not. In compliance with global standards, smoking is freely permitted in dedicated areas throughout the ship and equipped with a special air extraction system.  
公司尊重所有客人的需求和愿望，我们仔细考虑了吸烟者和不吸烟者的问题。根据全球标准，允许在全船的专用区域内自由吸烟，并配备特殊的抽气系统。
- 23.2 In principle, smoking is not permitted in any food service areas (buffets and restaurants, the medical centres, child-care areas, corridors or elevator foyers, areas where Guests are assembled in groups for safety exercises, disembarkation or tour departures, public toilets, or in bars close to areas where food is served).  
原则上，禁止在任何餐饮服务区（自助餐和餐厅、医疗中心、托儿区、走廊或电梯门厅、客人分组进行安全锻炼的区域、登船或旅游出发点、公共厕所或靠近餐饮区的酒吧）吸烟。
- 23.3 The Carrier highly recommends Passengers avoid smoking in the cabins because of the risk of fire. Smoking on the cabin balconies is not allowed. MSC Cruises reserves the right to levy a fee should Passengers be found smoking in not designated area of the vessel. Repeatedly smoking in non- smoking areas can ultimately lead to disembarkation.  
承运人强烈建议乘客避免在客舱内吸烟，因为有火灾风险。不允许在客舱阳台上吸烟。如果发现乘客在船只的非指定区域吸烟，公司保留收取费用的权利。在非吸烟区反复吸烟最终可能导致下船。
- 23.4 Smoking is permitted in dedicated areas of at least one bar on each ship, and on one side (indicated by signage) of the principal outer pool deck areas, where ashtrays are provided.  
允许在每艘船上至少有一个酒吧的专用区域内吸烟，并在提供烟灰缸的主要外池甲板区域的一侧（由标牌指示）。

- 23.5 Throwing cigarette butts over the side of the ship is prohibited.  
禁止在船舷上扔烟头。

## **24. LIABILITY OF EMPLOYEES, SERVANTS AND SUBCONTRACTORS** **职员、雇员和分包商的责任**

- 24.1 It is hereby expressly agreed that no servant or agent of the Company and/or the Carrier, including the Master and crew of the cruise vessel concerned including independent subcontractors and their employees as well as the underwriters of these parties shall in any circumstance whatsoever be under any liability whatsoever beyond these Booking Terms & Conditions and these parties may invoke these Booking Terms & Conditions and the Conditions of Carriage to the same extent as the Company and/or the Carrier.

各方明确同意，公司、票务公司和/或承运人的任何雇员或代理人，包括有关邮轮的船长和船员，包括独立分包商及其雇员，以及这些缔约方的保险人，在任何情况下均不应承担超出本预订条款的任何责任，这些缔约方可援引本预订条款以及与公司或/或承运人同等程度的承运条件。

- 24.2. Shore Excursions are operated by independent contractors even if sold by Sales Agents or on board the cruise ship. The Company shall not be responsible in any way for the services provided by such independent contractors. The Company operates as mere agent for the Shore Excursion provider. The Company has no direct control over the Shore Excursion providers and their services hence in no case whatsoever will the Company be held liable for loss, damages and injuries suffered by the Passenger as a result of the negligence or otherwise of the Shore Excursion providers. The Company will exercise reasonable skill and care in the selection of a reputable Shore Excursion provider. In assessing performance and/or liability of Shore Excursion providers, local laws and regulations will apply. Shore Excursions shall be subject to the Shore Excursion provider's terms and conditions including the benefit of any limitation of liability and the level of damages. The Company's liability shall never exceed that of the Shore Excursion provider.**

岸上观光由独立承包商运营，即使该岸上观光是由销售代理出售或在邮轮上出售。公司不应对此类独立承包商提供的服务负责。公司仅作为岸上观光供应商的代理经营。公司对岸上观光供应商及其服务没有直接控制权，因此，无论在任何情况下，公司都不会因乘客疏忽或其他方式而对乘客的损失、损害和伤害承担责任。公司将合理、谨慎地选择一家信誉良好的岸上观光供应商。在评估岸上观光供应商的业绩和/或责任时，将适用当地法律和法规。岸上观光时应遵守岸上观光供应商的条款，包括任何责任限制方面的利益和损害赔偿程度。公司的责任不得超过岸上观光供应商的责任。

## **25. LAW AND JURISDICTION** **法律和管辖权**

- 25.1 Any dispute arising from the implementation of this Agreement shall be firstly solved by both parties through friendly consultation(s). If the consultation fails, either party may submit law suit(s) to people's court which enjoys jurisdiction in Company's domicile.

本协议履行中所产生的一切争执，首先应由甲乙双方友好协商解决。若协商不成，任何一方均可向公司注册地有管辖权的人民法院提起诉讼

## **26. ERRORS, OMISSIONS AND CHANGES**

## 错误、遗漏和变更

- 26.1 Every effort has been made to ensure accuracy of the Company's brochure and/or of the Official Website content but certain changes and revisions may take place after the printing of the Company's brochure and/or the publishing of the Official Website.

已尽一切努力确保公司宣传册和/或官方网站内容的准确性，但在印刷公司宣传册和/或发布官方网站后，可能会发生某些更改和修订。

Since the Booking Terms & Conditions applicable to the single Cruise or Holiday Package are those in force at the time of completing the Booking, irrespective of those published in the relevant Company's brochure, it is recommended to check with the Sales Agent or by visiting the Company's Official website for the most up to date Booking Terms & Conditions.

由于适用于单程邮轮或邮轮产品套餐的预订条款是完成预订时生效的条款（无论相关公司手册中公布的条款如何约定），因此，建议咨询销售代理或访问公司官方网站了解最新的预订条款。