



PASSENGER CARRIAGE CONTRACT

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

Alcohol: We regret that passengers are not permitted to bring their own alcohol onboard our vessels. Receipted storage facilities are available at our departure lounge.

Amendment Fee: F\$50pp Amendment Fee will be charged to any amendments made to a booking after it has been confirmed.

Cancellation of Confirmed Cruise Booking(s):

- (a) Full payment of fare required 30 days prior to sailing date unless credit facilities in place.
- (b) Cancellation fees detailed below
 - 61+days No penalty fees
 - 31-60 days Forfeit deposit of \$200pp as administration fee plus electronic merchant or bank fees incurred on any transaction
 - 21 – 30 days 30% of the applicable fare(s)
 - 15 – 20 days 50% of the applicable fare(s)
 - 0 – 14 days 100% of the applicable fare(s)
- (c) Bookings taken within 30 days require full payment before accepted unless credit facilities in place
- (d) All correspondence must be in writing or electronic mail to Blue Lagoon Cruises, Lautoka, Fiji Islands

Check in Times:

- 3 Day Cruise (Saturdays) - latest check in time 8.30am.
- 4 Day Cruise (Tuesdays) - latest check in time 1.30pm.
- 7 Day Cruise (Mondays) - latest check in time 1.30pm.
- 7 Day Historical & Cultural Cruise (Mondays) - latest check in time 8.30am.

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

Cruise Embarkation: Passengers should contact Blue Lagoon Cruises Limited, Lautoka should they require confirmation of particular cruise departure times. Passengers failing to arrive before the latest check in time as stated above accept the possibility that the vessel may depart without them, resulting in the forfeiture of their cruise and any payment relating to it.

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

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



excursion or any other service for any reason which Blue Lagoon Cruises Limited in its absolute and sole discretion considers desirable or necessary in the interests of operational necessity and/or passengers safety and/or well being. Arrival and departure times at ports and various places of call are provided as a guide only and in this regard no warranty, condition or guarantee, express or implied, is given or intended.

Deposits: FJD\$200pp deposit per passenger required within 14 days at time of confirmation of booking. This sum is non-refundable –see Cancellation of Confirmed Cruise Booking(s)

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

Insurance: Whilst not a condition of Carriage, Blue Lagoon Cruises Limited strongly recommends that passengers arrange their own travel and medical insurance prior to embarking on a cruise. In the advent of a medical emergency, evacuation from the ship is possible by fast boat, seaplane or helicopter, however, it can be expensive. Any such evacuation required in the case of a medical emergency is not, and will not be, at the cost of or responsibility of Blue Lagoon Cruises Limited, but at the sole cost of the passenger. Blue Lagoon Cruises Limited will react diligently to any passenger who finds themselves in need of assistance but will not bear any of the associated costs.

Not Included: Fuel Surcharge (if any), beverages (other than tea and coffee), or items of a personal nature.

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

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



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

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

Refunds: No refunds shall be payable to any passenger(s) for any unavailed service(s) once the cruise has commenced, for any reason including, but not limited to, wind, tide, weather, passenger(s) safety, industrial action, loss or failure of machinery or equipment, vessel damage or safety, force majeure, or any other reason whatsoever in which event any refund(s) by way of adjustment of fare(s) paid shall be determined at the sole discretion of Blue Lagoon Cruises Limited. Additionally, if a cruise should be cancelled at short notice prior to departure due to reasons of force majeure (for example but not limited to: cyclone or cyclone warning, tsunami or tsunami warning) refunds or an alternative cruise will be offered, less the FJD\$200 administration fee referred to above.