

BOOKING CONDITIONS

These are the terms and conditions which will apply to your holiday. Please read them carefully as you will be bound by them.

DEFINITIONS

1. In these Conditions and unless the context requires otherwise: **"the Contract"** means the contract made between Cunard and the Guest relating to the holiday; **"Cunard"** means Carnival plc trading as Cunard Line; **"fare"** means the fare for the holiday (excluding shore excursions and any additional charges shown as such in the relevant Cunard brochure or otherwise advertised) applicable at the time of booking and payable by the Guest under the Contract; **"force majeure"** means unusual and unforeseeable circumstances beyond the control of Cunard that Cunard cannot, even with the exercise of reasonable skill and care, provide the holiday, or part thereof, including any part of the itinerary, and includes (without limitation) war or threat of war, terrorist activity or the threat of terrorist activity, riots, civil commotion, disaster, Act of God, natural and nuclear disaster, fire, closure of ports, strikes or other industrial action, medical problems on board the ship or at intended ports, including in each case incidents of infectious or other diseases or illnesses, lawful deviation at sea in response to a distress call or other emergency and adverse weather conditions; **"Guest"** means each and every person named in the booking and/or a Cunard ticket; **"holiday"** means the cruise holiday as described in the relevant Cunard brochure or other documentation published by or on behalf of Cunard including any flights to and from the UK and any pre-cruise and/or post-cruise package, but not including shore excursions or shuttle services; **"itinerary"** means the proposed itinerary as described in the relevant Cunard brochure or other documentation published by or on behalf of Cunard; **"shore excursion"** means any excursion offered for sale by Cunard in the "Voyage Information" guide applicable to a holiday for which a separate charge is payable at the time outside the all-inclusive fare whether booked in the UK prior to the commencement of the holiday or on board the ship; **"shuttle service"** means any transportation service (ferry, bus, coach or minibus) provided by a third party which may (without guarantee) be available to Guests in certain ports; **"a significant alteration"** means major changes to your holiday; **"Supplier(s)"** means any company or individual which provides any service forming part of the holiday.

THE CONTRACT

2. The Contract shall be between Cunard and the Guest on the basis of these Conditions and the information contained in the brochure, and shall be governed by English law and the non-exclusive jurisdiction of the English courts. By entering the contract Cunard agrees to exercise reasonable skill and care to provide the holiday.

3. By making a booking, the Guest confirms that all persons named in the booking (and their personal representatives) have agreed to be bound by these Conditions and all other terms of the Contract, and that he/she has their authority to do so on their behalf.

4. All holidays are subject to availability at the time of booking. No Contract shall be made until the deposit (or, where appropriate, the full fare) has been paid, whether or not a booking confirmation has been issued but all money paid to a travel agent shall be treated as having been paid to Cunard. Failure to pay the balance by the due date shall entitle Cunard to cancel the booking and retain the deposit by way of a cancellation charge. Failure to pay any other amount by the due date shall entitle Cunard to cancel the booking and to retain an amount by way of a cancellation charge as set out in clause 25.

5. A booking may only be made by a person aged 18 or over. All Guests who, at the time of departure, will be under 18 years of age must be accompanied by a Guest aged 21 or over who will at all times during the holiday be responsible for their welfare, conduct and behaviour.

6. Children aged 6 months or less at the commencement of the holiday will be refused permission to board the ship and Cunard shall have no liability whatsoever for any consequences of such refusal. Certain holidays also have prohibitions on children aged 12 months or less, Guests should check with Cunard before booking.

7. Cunard does not have on board its ships adequate medical facilities for childbirth. Accordingly pregnant women are only allowed to travel if pregnant for 24 weeks or less at the time of the voyage disembarkation. All pregnant women are required to produce a doctor's or midwife's letter stating that mother and baby are in good health, fit to travel and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) calculated from both the last menstrual period (LMP) and ultrasound (if performed). Cunard cannot accept a booking or subsequently carry a Guest unless they comply with the requirements of this clause. In the case of a booking by or on behalf of a pregnant Guest made before it could reasonably have been known that the Guest would not be able to take the holiday by reason of this clause, Cunard will refund in full the fare paid by or on behalf of that Guest and the fare paid by any accompanying Guest but shall otherwise have no liability whatsoever. Cunard expressly reserves the right to refuse passage on board to any Guest who appears to be in an advanced state of pregnancy and Cunard shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Guest.

8. Cunard reserves the right to require any Guest to produce medical evidence of fitness to travel on the holiday.

9. Guests with physical or mental disabilities or other conditions which may require special treatment or assistance (including Guests who use wheelchairs) must advise Cunard in writing before a booking is made. Guests who use wheelchairs must furnish their own standard size wheelchairs and must be accompanied by a travelling companion fit and able to assist them. Ships wheelchairs are available for emergency use only. Further information is contained in the brochure. Cunard reserves the right to refuse passage to any Guest who has failed to notify Cunard of such disabilities or need for assistance or who in the opinion of Cunard is unfit for travel or whose condition may constitute a danger to themselves or to others on board.

10. A Guest shall not have the right to exclusive occupancy of a stateroom with two or more berths or a twin/double hotel room unless the single person surcharge is paid. If a cancellation results in a Guest becoming the sole occupant of a stateroom with two or more berths or a twin/double hotel room, he/she shall be liable to pay the single person surcharge. If a cancellation reduces the number of Guests originally booked in a stateroom or hotel room together, the remaining Guests shall each be liable to pay any increase in the fare arising as the result of such reduction.

AMENDMENTS TO THE CONTRACT

11. For fly voyages (and if not already confirmed at the time of booking), Cunard will issue an ATOL confirmation invoice giving the details of the flight arrangements (including UK and destination airports) within a reasonable time after such arrangements are known.

12. Shore excursions are available for separate purchase on board and are arranged by Cunard with local operators. They do not form part of the Contract. Other excursions not arranged by Cunard may also be available for purchase at the hotel, but such excursions similarly do not form part of the Contract and Cunard has no responsibility for their proper performance.

13. In clauses 13 and 14, "another person" means another person who satisfies all conditions applicable to the holiday. A booking may be transferred to another person provided that the Guest consults with Cunard prior to purporting to transfer the holiday (so that, for example, Cunard may require the holiday is transferred to someone on its wait list) and Cunard receives the transfer request more than 56 days before the scheduled departure date. Between 56 and 14 days (inclusive) before the scheduled departure date and subject to the conditions above, Cunard will normally agree to such a transfer only where the original Guest will be prevented from travelling by reason of an unavoidable event (such as illness, death of a close relative or jury service) and Cunard may require satisfactory evidence before agreeing to the transfer. All transfers of a booking to another person at any time up to 14 days or more before the scheduled departure date will be subject to an administration charge of £20.

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

15. Any transfer of a fly cruise will also be subject to any charges imposed by the airline. Guests should note that airlines may not allow transfers on scheduled flights and that a flight booking may have to be cancelled and rebooked, in which event the re-booking will always be subject to flight availability and to payment of any charges imposed by the airline which may, in some cases, be the full cost of the ticket.

16. If a Guest wishes to transfer to another holiday, this will generally be treated as a cancellation under clause 25. Cunard, at its discretion, may allow the transfer without treating it as a cancellation if the Cunard holiday to which the transfer is to be made departs within 6 months of the original and is for a higher price. Agreement to transfer a cruise would also be conditional upon such a request being made more than 56 days before the original scheduled departure date; there being availability; and the payment of both an administration charge of £100 and any expenses (such as airline and/or hotel charges) incurred by Cunard as a result. Such a transfer would only be allowed on one occasion. The criteria for allowing transfers may be changed by Cunard at any time without notice.

17. All such transfers to another holiday will be treated as a new booking. Any discount or promotion applicable to the original booking may not apply to the new booking, in which case the Guest shall be required to pay any difference in fare.

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

INSURANCE

19. It is a condition of the Contract that every Guest must have travel insurance in force for the entire duration of the holiday. Details of the insurance policy (which must as a minimum include medical and repatriation coverage for not less than £2 million) must be provided at the time of booking or as soon as practicable thereafter.

20. Wherever possible, Cunard will offer general assistance to any Guest who suffers illness, personal injury or death during the period of the holiday, whether or not arising from an activity forming part of the holiday and whether or not the result of fault by any party.

21. Any cost or expense which is reasonably incurred by Cunard for or on behalf of the Guest in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by the Guest to Cunard, whether or not such sum is covered by the Guest's travel insurance. Cunard may incur a fine if the Guest fails to comply with all relevant visa or documentation requirements for their holiday. Cunard reserves the right to re-charge any such fines to the Guest.

FARES AND EXTRAS

22. All prices are based on costs and exchange rates as at October 2008, and Cunard reserves the right to vary particulars and prices shown in this brochure after the date of publication. Fares, prices, discounts, supplements and special offers advertised in this brochure or elsewhere may be withdrawn or changed. Prices may go up or down. Guests should contact their travel agent for up to date prices and charges before booking, or call us on 0845 0710300, or visit our website www.cunard.co.uk.

23. The fare can be varied due to changes in transportation costs such as fuel, scheduled air fares and other airline cost changes which are part of the contract between the airline (and their agents) and Cunard, government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation. In the case of any small variation, an

amount equivalent to 2 per cent of the fare of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed for increases but not retained from refunds. For larger variations this 2 per cent will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per Guest, together with an amount to cover agents' commission. If this means the Guest has to pay an increase of more than 10 per cent of the fare, the Guest may cancel the holiday and receive a full refund of all monies paid except for any amendment charges. Cunard will consider an appropriate refund of insurance premiums paid if the Guest can show that he/she was unable to transfer or re-use the policy. Should the Guest decide to cancel for this reason, the Guest must exercise his right to do so within 14 days from the issue date printed on the final invoice. Alternatively, the Guest can accept an offer of an alternative holiday if Cunard is able to provide an alternative and transfer payment made in respect of the original holiday to the alternative holiday. If the cost of the alternative holiday is less than the original holiday the difference in price will be refundable. Cunard will also pay compensation as set out in Clause 27 below. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the fare of your holiday due to contractual and other protection in place.

24. All accounts for on-board services and goods and for shore excursions must be settled in full before the Guest leaves the ship. In the event that a Guest fails to settle his on-board account at or before the completion of the holiday, Cunard shall be entitled to make a reasonable administration charge for the subsequent collection of such sum due in addition to any costs of legal process.

CANCELLATION BY THE GUEST

25. The Guest may cancel the Contract at any time prior to the commencement of the holiday via their travel agent or, for Guests who have booked direct, by calling our Reservations Department, but in that event Cunard shall be entitled to levy a cancellation charge as a percentage of the fare paid in accordance with the following scales.

Period before departure within which written notice of cancellation is received by Cunard	Cancellation charges (percentage of fare paid)
From the date of booking until 57 days before departure	Deposit
56 to 42 days	45%
41 to 16 days	75%
15 to 6 days	90%
Less than 6 days before departure or failure to embark	100%

For voyages with flights, departure day is the date of the flight departure.

World Cruise Voyages

As above, except for

From the date of booking until 91 days before departure	Deposit
90 to 42 days	45%

It may be possible for the Guest to re-claim these cancellation charges (less any applicable excess) under the terms of the Guest's insurance policy. Claims should be submitted to the appropriate insurer. After departure if the Guest disembarks whether by reason of sickness or any other reason the Guest will not be entitled to a refund of a proportion of the holiday not used.

ALTERATION AND CANCELLATION BY CUNARD PRIOR TO DEPARTURE

26. Whilst Cunard will do its best not to cancel or to make any significant alteration after a booking has been made, it shall nevertheless be entitled at any time prior to departure to cancel the Contract or to change the hotel or to change and/or curtail the itinerary where this reasonably becomes necessary on operational, commercial or other grounds. Cunard will inform the Guest of any such cancellation or change of itinerary as quickly as possible (with, where appropriate, written confirmation as soon as reasonably

possible thereafter). If Cunard makes a significant alteration to the holiday it will inform the Guest or his travel agent as soon as reasonably possible. The Guest will have the choice of either accepting the alteration, accepting an offer of an alternative holiday of comparable standard if available (Cunard will refund any difference in fare if the alternative is of a lower value) or cancelling the holiday and receiving a full refund of all monies paid. The Guest recognises and agrees that it will not normally be possible for Cunard to offer an appropriate substitute holiday which is available at about the same time as and/or with a similar itinerary to that originally booked, but Cunard will do its best to provide a suitable alternative holiday of similar duration and value. The Guest must notify Cunard of his/her decision as soon as reasonably possible and in any event not later than 14 days of being informed of the significant alteration.

27. If the Guest cancels the holiday in the circumstances set out in clause 26 or if Cunard cancels the holiday, the Guest shall also be entitled to compensation as follows (except if the change or cancellation is due to force majeure, non-payment by the Guest or where the minimum number of Guests required for a holiday to proceed is not reached).

Period of notification given by Cunard	Compensation per full fare paying Guest
56 to 43 days	5% holiday credit
42 to 29 days	10% holiday credit
28 to 15 days	15% holiday credit
14 to 0 days	20% holiday credit

The value of any holiday credit will be calculated by reference to the fare actually paid for the cancelled holiday and may only be used for other bookings with Cunard. Any such new booking must be made by no later than 31 December of the year after the date of the original holiday. Credit vouchers may be redeemed against the fare of the new holiday net of any discount available to the Guest at the time of booking. The compensation set out above does not exclude the Guest from claiming more if he/she is entitled to do so or from requesting that compensation be provided in a different form.

ALTERATION AND CANCELLATION BY CUNARD AFTER DEPARTURE

28. After departure, Cunard does not guarantee that the ship will call at every port on the itinerary or follow every part of the advertised route or schedule or that every part of the holiday will be provided, although Cunard will exercise reasonable skill and care to provide the holiday. Cunard reserves the absolute right to decide whether or not to omit any such port(s) and/or to call at additional ports and/or to change the advertised route or schedule. If Cunard is unable to provide a significant proportion of the holiday, it will make suitable alternative arrangements, at no extra cost to the Guest, for the continuation of the holiday. If the Guest does not accept them, for good reasons, or, if it is impossible to make suitable alternative arrangements Cunard will where appropriate, provide the Guest with transport back to the place of departure or to another place to which Cunard and the Guest have agreed. In both cases Cunard will, where appropriate, compensate the Guest. Please note that compensation will not be payable if an alteration is minor or if Cunard is not able to provide a significant proportion of the holiday due to force majeure.

29. Transit or part transit of straits, other sea areas controlled by vessel traffic schemes, canals, rivers and all other navigable waterways may be subject to delay due to operational circumstances and/or the requirements of the local authorities and Cunard shall have no liability whatsoever in respect of any such delay.

SECURITY, SAFETY AND SUPPORT

30. Guests are expected at all times to conduct themselves in a proper manner and with due regard to the health, safety, comfort, enjoyment and general well-being of all persons both on board the ship and involved in the provision of any service or facility forming part of the holiday (at the hotel, on board ship and elsewhere) or any shore excursion, and the Guest expressly agrees to this. If it appears that a Guest's conduct, behaviour or health is such as to be a breach of this requirement or the Guest's behaviour, health or conduct is likely to endanger the Guest's own health or

safety or that of any other Guest or crew or may make the Guest likely to be refused permission to go ashore at any port or may make Cunard liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then Cunard and/or the Master shall have the right according to the particular circumstances to take any one or more of the following measures as may appear to be reasonable and appropriate:

- remove the Guest from the hotel;
- repatriate the Guest to the UK;
- refuse to embark or to disembark the Guest at any particular port or other place of call;
- disembark the Guest;
- transfer the Guest to another stateroom;
- confine the Guest to a particular stateroom or to the ship's medical centre;
- through the ship's doctor and/or his staff, administer any drug, medicine or other substance of a similar nature, or admit and/or confine the Guest to a hospital or any similar institution at any port as the ship's doctor may consider necessary.

31. In the event of Cunard and/or the Master acting in accordance with clause 30 above, neither the Guest nor (at the sole discretion of Cunard) any other person travelling with the Guest (whether or not under the same booking) shall be entitled to make a claim against Cunard for any loss or expense incurred as a result of such action, whether for a full or partial refund of the fare or for any other form of compensation or for the cost of returning to the United Kingdom or to any other place or for any other form of loss or expense whatsoever. Where the Guest is repatriated pursuant to this clause at Cunard's expense, Cunard shall have the right to recover the cost of this.

32. If any Guest is denied the right to board an aircraft because, in the reasonable opinion of the Captain, the Guest is unfit to travel or represents a threat to the safety of the aircraft or its guests or crew or is abusive or disruptive, Cunard will not be liable to complete the Guest's holiday arrangements and will not be liable to pay any refunds or compensation. If an aircraft is forced to make an unscheduled landing as a result of the conduct of any Guest, Cunard shall have the right to recover the full cost thereof from the Guest.

33. For security reasons, it may be necessary at any time to search Guests and/or their luggage and goods and the Guest agrees to allow such search upon being so requested by the Master or any other authorised person.

34. The Guest must not bring on board the ship any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance. To do so shall be a breach of these Conditions and shall render the Guest strictly liable to Cunard for any injury, loss, damage or expense and the Guest shall compensate Cunard in full for any loss, damage or expense suffered by Cunard as a result of such breach. The Guest may also be personally liable to statutory penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and search the stateroom and personal luggage (whether or not in the stateroom) of any Guest whom the Master reasonably believes may be in breach of this clause. Where the Guest is found to be in breach of this clause, Cunard and/or the Master of the ship shall be entitled to exercise any of the powers conferred by clause 30 and clause 31 shall apply.

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

COMPLAINTS

36. Any problem which arises during a holiday must be raised by the Guest at the time with a representative of Cunard. If the problem is not resolved to the full satisfaction of the Guest during the holiday, it is essential that to enable the complaint to be investigated properly, it must be notified in writing to Cunard at the earliest opportunity thereafter and in any event no later than 28 days after the Guest's return from the holiday. Failure to report the complaint within this time may adversely affect Cunard's ability to investigate and deal with it and may prejudice any future claim.

BOOKING CONDITIONS

LIABILITY

37. Cunard accepts responsibility for death, injury or illness caused by the negligent acts and/or omissions of it and its Suppliers. Cunard limits its liability, where applicable by the conventions referred to in clauses 40 to 44 inclusive. In any event, Cunard is not responsible for any improper or non-performance which is wholly attributable to the fault of the Guest; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Cunard and/or the relevant Supplier the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which Cunard and/or the relevant Supplier could not even with all due care have foreseen or forestalled.
38. For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in clauses 40 to 44 inclusive, Cunard's liability for improper performance of the Contract shall be limited to a maximum of twice the price the Guest affected paid for the holiday (not including insurance premiums and amendment charges) and Cunard shall have no liability for any loss of business or profits.
39. All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These may limit or exclude liability. They are expressly incorporated into the Contract and they also form the terms and conditions of separate contracts between the Guest and the particular carrier as contained in that carrier's ticket which is provided to the Guest before the scheduled departure date. Copies of these terms and conditions are available on request from Cunard. Cunard will ensure that the Guest is informed of the identity of the air carrier once it has been finalised and details of likely carriers are contained in the brochure. Cunard does not use any carrier on the EU banned carrier list, available via our website.
40. Carriage of Guests and their luggage by air is governed by various international conventions (hereinafter "the international air conventions"), including the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. Flights between the UK and any member state of the European Union are currently governed by EC Regulation 889/2002 which gives legal effect to the Montreal Convention 1999. To the extent that Cunard may be liable as a non-performing air carrier to Guests in respect of carriage by air, the terms of the international air conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a fly cruise between Cunard and a Guest) are expressly incorporated into these Conditions. The international air conventions may permit the carrier to limit its liability for death and personal injury, loss of and damage to luggage and delay. Insofar as Cunard may have any liability to the Guest in respect of carriage by air, it shall be determined accordingly. Copies of these conventions are available from Cunard on request.
41. Carriage of Guests and their luggage by sea is governed by the Athens Convention 1974 (whether as subsequently amended or otherwise "the Athens Convention"). A copy is available on request. The Athens Convention is expressly incorporated into these Conditions and any liability of Cunard for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. In most cases, the Athens Convention limits the carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to the Guest unless written notice is given to Cunard (as carrier):
- in the case of apparent damage, before or at the time of disembarkation or redelivery;
 - in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.
- Any damages payable by Cunard up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the Guest and by the maximum deductible specified in Article 8 (4) of the Athens Convention.

42. Insofar as Cunard may be liable to a Guest in respect of claims arising out of carriage by air or carriage by sea, Cunard shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual air carrier (including its own terms and conditions of carriage) and under the Athens Convention, and nothing in these Conditions shall be deemed a surrender thereof. To the extent that any provision in these Conditions is made null and void by the Warsaw Convention, the Montreal Convention or the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further.
43. Insofar as the holiday may be performed on a ship not owned by Cunard, it is agreed that Cunard shall at all times nevertheless be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability thereunder.
44. Except for claims arising out of carriage by air (as provided by clause 40), any liability in respect of death and personal injury and loss of and damage to luggage which Cunard may incur to the Guest, whether under the Contract in accordance with these Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention.
45. Hotels, shore excursions and shuttle services are arranged by Cunard with local operators who may themselves engage the services of local suppliers. Standards of hygiene, accommodation and transport in many countries where excursions take place are often lower than comparable standards in the UK. Cunard will at all times endeavour to appoint reputable and competent local operators who comply with all prevailing local rules regulations and standards. Cunard will apply the local laws and regulations of the relevant country to assess performance of the Contract in the event of a complaint by a Guest. The Contract will be regarded as having been performed if local laws and regulations have been satisfied even if the laws of England and Wales have not been met unless the absence of a particular safety feature would lead a reasonable Guest not to enter into the Contract. Cunard is not responsible for any improper or non-performance which is wholly attributable to the fault of the Guest; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided; unusual and unforeseeable circumstances beyond the control of Cunard and/or the relevant Supplier the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or any event which Cunard and/or the relevant Supplier could not even with all due care have foreseen or forestalled.
46. All employees, agents, contractors and their sub-contractors (including Suppliers as defined in clause 1), as well as all insurers of both Cunard and its Suppliers shall have the benefit of the same rights, defences, immunities and limitations available to Cunard under these Conditions, and it is agreed for this purpose that Cunard contracts with the Guest as agent or trustee for all such persons.

ACTIONS, CLAIMS AND TIME LIMITS

47. Any action by a Guest arising out of carriage by air or sea must be commenced within the two year time limit prescribed by the Warsaw Convention, the Montreal Convention or the Athens Convention as applicable.
48. If a court or tribunal applies any law other than English law, Cunard shall (in respect of all exclusions and limitations of liability) be entitled to the maximum protection allowed by that law including statutory protection of limitation as to the amount of damages recoverable.
49. Some disputes involving claims to a limited amount may, if the Guest so wishes, be referred to arbitration under schemes devised by the Chartered Institute of Arbitrators for the Passenger Shipping Association and ABTA. An application for arbitration must be made within nine months of disembarkation from the ship. In addition, the Passenger Shipping Association offers a

low cost conciliation procedure where a non-binding review of correspondence is undertaken by an independent conciliator. Details of these schemes are available on request.

CONSUMER PROTECTION

50. When a Guest buys an ATOL protected fly voyage from Cunard in the UK they will receive a Confirmation Invoice from Cunard (or via the authorised agent through which they booked) confirming the Guest's arrangements and protection under Cunard's Air Travel Organiser's Licence number 6294. In the unlikely event of Cunard's insolvency, the CAA will ensure that Guests booked on fly voyages are not stranded abroad and will arrange to refund any money the Guest has paid to Cunard for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.
51. Not all voyages offered and sold by Cunard will be protected by the ATOL scheme. All non-fly holidays sold by Cunard in the UK are protected under the ABTA scheme of financial protection. In the unlikely event of Cunard's insolvency, ABTA will ensure that Guests booked on non-fly voyages are not stranded abroad and will arrange to refund any money paid to Cunard for an advance booking. Voyages sold overseas may be covered by consumer protection schemes in place in the country of sale or by the protection scheme operated by ABTA, and Guests should contact Cunard for confirmation of what protection may apply to their booking.

DATA PROTECTION

52. In clauses 52 to 54, "you" means the Guest. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, Cunard needs to use the personal information you provide such as name, address, any special needs, health, medical, mobility or dietary requirements, etc. Cunard may pass personal information on to other relevant suppliers of your travel arrangements such as travel agents, airlines, hotels, and transport companies. Your personal information may also be provided to security and/or credit checking companies, credit and debit card companies, government and enforcement agencies, public authorities such as customs and immigration if required by them, or as required by law. This may involve sending your personal information between different countries, including countries outside the European Economic Area (EEA) where controls on data protection may not be as strong as the legal requirements in this country. This may also apply to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If Cunard cannot pass your personal information on to the relevant suppliers, whether in the EEA or not, Cunard cannot properly effect your booking. For the safety and security of the ship and its passengers, Cunard may operate closed circuit television (CCTV) in certain areas on board the ship during your holiday. Please be aware, however, that Cunard does not undertake to operate all cameras or monitor or record CCTV images at all times.
53. The personal information you provide to Cunard, or which is obtained through your dealings with Cunard or other brands of Carnival plc, will also be used by Carnival plc or by processors on its behalf: to review your dealings with Carnival plc brands including your purchasing preferences; to review, develop and improve the holidays and services Carnival plc offers; for market research purposes; and for statistical analysis.
54. Carnival plc may wish to contact you by post, email and/or telephone with news, information and offers on its holidays and other services (including those offered by Cunard and other Carnival group brands such as P&O Cruises, Princess Cruises, Swan Hellenic, Seabourn Cruise Line and Ocean Village) and for market research purposes. If you prefer not to be contacted for the purposes set out above, please contact the Customer Data Department, Cunard, Richmond House, Terminus Terrace, Southampton, SO14 3PN. If you wish to obtain a copy of the personal information held about you, please write to the above address. Carnival plc may make a charge for supplying this information as permitted by law.