

These are the terms and conditions which will apply to your holiday. Please read them carefully as you will be bound by them. For the most up-to-date version of these terms and conditions please visit [pocruises.com/booking-conditions](http://pocruises.com/booking-conditions)

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**DEFINITIONS (1)**

1. In these Conditions and unless the context requires otherwise: **“the Contract”** means the contract made between P&O Cruises and the Guest relating to the Package; **“Cruise”** means the cruise on board the ship as described in the relevant P&O Cruises brochure or other documentation published by or on behalf of P&O Cruises; **“Disability”** includes a condition that results in a person’s mobility, when using transport, being 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 as a result of age, and which results in that person’s situation needing appropriate attention and adaption to their particular needs in respect of the services made available by P&O Cruises to all guests; **“Early Saver”** means an Early Saver fare, as described in the P&O Cruises brochure or website; **“the Guest(s)”** means each and every person named in the booking; **“itinerary”** means the proposed itinerary as described in the relevant P&O Cruises brochure or other documentation published by or on behalf of P&O Cruises; **“lack of conformity”** means a failure to perform, or the improper performance of, the Travel Services; **“Minor”** means a person below the age of 18; **“P&O Cruises”** means Carnival plc trading as P&O Cruises; **“the price”** means the price for the Package as detailed in the confirmation invoice issued by P&O Cruises (excluding shore experiences and any additional charges shown as such in the relevant P&O Cruises brochure or

otherwise advertised) and payable by the Guest under the Contract whether under the P&O Cruises Select Price, an Early Saver or a Saver; “**Saver**” means a Saver fare, as described in the P&O Cruises brochure or website; “**Select Price**” means a Select Price fare, as described in the P&O Cruises brochure or website; “**shore experience**” means any excursion offered for sale by P&O Cruises for which a separate charge is payable at the time outside the price whether reserved in the UK prior to the commencement of the Package or purchased 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 P&O Cruises guests in certain ports; “a **significant alteration**” means major changes to your Package; “**Supplier(s)**” means any company or individual contracted by P&O Cruises to provide any service forming part of the Package; “**Travel Services**” means the Cruise and any flights to and from the UK that are purchased from P&O Cruises and any pre-cruise and/or post-cruise package which is sold at the same time as the Cruise which forms the package travel contract (hereinafter referred to as the “**Package**”), but not shore experiences or shuttle services; “**unavoidable and extraordinary circumstances**” means a situation beyond the control of P&O Cruises the consequences of which could not have been avoided by P&O Cruises even if all reasonable measures had been taken and which means that P&O Cruises cannot, as a result, provide the Package, or part thereof, including any part of the itinerary, and includes (without limitation) technical problems, 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.

## **THE CONTRACT (2-11)**

2. The Contract shall be between P&O Cruises and the Guest on the basis of these Conditions and the information contained in the P&O Cruises brochure or website, and shall be governed by English law and the non-exclusive jurisdiction of the English courts. The combination of Travel Services offered to you under the Contract is a package within the meaning of The Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all UK rights applying to packages. P&O Cruises will be fully responsible for the proper performance of the Package as a whole. Additionally, as required by law, P&O Cruises has protection in place to refund your payments and, where transport is included in the Package, to ensure your repatriation in the event that it becomes insolvent.
3. By making a booking, the Guest confirms that all persons named in the booking including Minors and persons under disability (and their personal representatives) have agreed to be bound by these Conditions and all other terms of the Contract, and that the Guest has the authority to do so on their behalf and that all details provided for all Guests named in the booking are correct. When a Guest makes a booking on behalf of other Guests, P&O Cruises shall collect details for all Guests named in the booking from the Guest making the booking and will communicate with the Guest making the booking using the contact details provided, rather than each individual Guest in the group. P&O Cruises reserves the right to refuse or cancel any booking, or where a booking has been made refuse travel to any Guest, if it reasonably suspects that carriage of any of the Guests associated with the booking may (a) pose a health, safety or well-being risk to themselves or others; or (b) result in P&O Cruises breaching any of its legal obligations. By making a booking, the Guest confirms that all persons named in the booking are not persons who: (i) have any unspent conviction for antisocial

behaviour, violence, abuse, public disorder, or criminal damage or any other form of antisocial behaviour; (ii) have a conviction for a sexual offence that is subject to the notification requirements of the Sexual Offences Act 2003; or (iii) are subject to a Risk of Sexual Harm Order or Child Abduction Notice. If the Guest proceeds to make a booking despite the provisions of this clause, he/she/they shall be in breach of these Conditions and we reserve the right to cancel the booking and, if applicable, require that the Guest and all persons named in the booking disembark at the ship's next port of call. P&O Cruises will not be liable for any associated costs of accommodation or repatriation and all such cases will be treated as a cancellation attracting 100% cancellation charges in accordance with clause 38.

4. All Packages are subject to availability at the time of booking. No Contract shall be made until the deposit (or, where appropriate, the full price) has been paid, whether or not a booking confirmation has been issued, but all money paid to a travel agent in respect of a booking shall be treated as having been paid to P&O Cruises. Failure to pay the balance by the due date shall entitle P&O Cruises 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 P&O Cruises to cancel the booking and to retain an amount by way of a cancellation charge as set out in clause 38.
5. A Guest shall not have the right to exclusive occupancy of a cabin with two or more berths unless the single person supplement is paid. If a cancellation results in a Guest becoming the sole occupant of a cabin with two or more berths, the remaining Guest shall be liable to pay the single person supplement. If a cancellation reduces the number of Guests originally booked in a cabin together, the remaining Guests shall each be liable to pay any increase in the price arising as a result of such reduction. In the event that all Guests who are booked in a cabin permanently disembark the ship before the end of the Cruise, then the cabin will revert to P&O Cruises' inventory.
6. For Packages including any flights to or from the UK (and if not already confirmed at the time of booking), P&O Cruises 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.
7. Shore experiences are available for separate purchase prior to travel or on board and are arranged by P&O Cruises with local operators. They do not form part of the Contract and are not performed by P&O Cruises.
8. 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 old must be accompanied by a Guest aged 18 or over who will at all times during the Package be responsible for their welfare, conduct and behaviour. Guests under 16 years old are not permitted to travel in a cabin without an accompanying Guest who is 16 years old or over. Guests under 16 years old are not permitted to disembark the ship in any port without a Guest who is accompanying them on the Package in accordance with this clause.
9. Children aged under 6 months at the commencement of the Package will be refused permission to board the ship and P&O Cruises shall have no liability whatsoever for any consequences of such refusal. Certain Packages also have prohibitions on children aged under 12 months. Guests should check with P&O Cruises before booking.
10. Guests are responsible for ensuring that they arrive in plenty of time for check in for flights to/from the ship including any interconnecting flights. Guests are responsible for checking with regard to any delay/cancellation of flights. Guests must ensure that they have a valid passport and any other

necessary travel documents (such as visas) for their Package and should read the relevant section of the P&O Cruises website before booking. P&O Cruises is not responsible for obtaining visas for any Guest; this is the responsibility of the individual Guest.

11. P&O Cruises may incur a fine if the Guest fails to comply with all relevant visa or documentation requirements for their Package. P&O Cruises will re-charge any such fines to the Guest.

#### **AMENDMENTS TO THE CONTRACT (12-17)**

12. In clauses 12, 13 and 14, “another person” means another person who can comply with all conditions applicable to the Package. A Package may be transferred to another person provided that the Guest consults with P&O Cruises prior to purporting to transfer the Package and P&O Cruises receives in writing the transfer request at least 7 days before the scheduled departure date. Where P&O Cruises agrees to the transfer, both the Guest and the substituted Guest shall be jointly and severally liable for the payment of any balance of the price due and for any reasonable additional fees, charges or other costs arising from the transfer. In the case of Guests booked under an Early Saver or Saver, all transfers of a Package to another person under this clause 12 will be subject to an administration charge of £20. Guests who have booked a Select Price will not be required to pay an administration charge.
13. Any transfer of a Package to another person will be subject to payment of all charges incurred in connection with the transfer (for example hotel amendment charges) and any transfer of a Package including any flights 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.
14. Any request for a transfer of a Package to another person which is received by P&O Cruises less than 7 days before the scheduled departure date shall be treated as a cancellation by the Guest of the Contract and a cancellation charge under clause 38 shall become payable.
15. If a Guest wishes to transfer to another Package, this will generally be treated as a cancellation under clause 38. P&O Cruises, at its discretion, may allow the transfer without treating it as a cancellation if the P&O Cruises holiday to which the transfer is to be made departs within 12 months (within 6 months in the case of transfer from a World Cruise, Classic Southern Hemisphere Journey, Grand Tour or Exotic Fly-cruise) of the original and is for a higher price. Agreement to transfer a Package would also be conditional upon such a request being made more than 90 days before the original scheduled departure date; there being availability; and to payment of any expenses (such as airline and/or hotel charges) incurred by P&O Cruises as a result. Such a transfer would only be allowed on one occasion. The criteria for allowing transfers may be changed by P&O Cruises at any time without notice. Guests who have booked an Early Saver or a Saver shall not be entitled to transfer to another Package and the provisions of this clause 15 shall not apply.
16. All transfers to another Package pursuant to clause 15 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 price.
17. After a Package has been booked, P&O Cruises will try to accommodate any request for a change, but such changes are always at P&O Cruises’ discretion and may be subject to an administration

charge of £20. Guests who have booked a Saver shall not be entitled to make changes to their Package and the provisions of this clause 17 shall not apply.

#### **FITNESS TO TRAVEL AND GUESTS WITH DISABILITIES AND/OR REDUCED MOBILITY (18-24)**

18. In order to ensure that P&O Cruises is able to carry Guests safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including the ship's flag state, the Guest making the booking represents that all Guests in the booking are fit to travel.
19. At the time of booking every Guest is obliged to inform P&O Cruises of any condition, including but not limited to reduced mobility or any Disability of any Guest travelling in the booking, which may require special arrangements, medical equipment/supplies, care or assistance. This is to ensure that the Guest can be carried safely and in accordance with all applicable safety requirements and for P&O Cruises to consider whether the Package is generally suitable for the person with reduced mobility or any Disability. If P&O Cruises considers that the Package is not suitable for the person with reduced mobility or any Disability or if the Guest cannot be carried safely and in accordance with applicable safety requirements, then P&O Cruises can refuse to accept a booking or to subsequently embark that Guest on the grounds of safety. Such a refusal will be based on an assessment of risk by P&O Cruises to take into account the provisions of national law and other applicable legislation and international regulations including the International Management Code for the Safe Operation of Ships and for Pollution Prevention and the International Convention for the Safety of Life at Sea. It is important that the fullest information is provided by the Guest at the time of booking. If a Guest's circumstances change between the date of booking the Package and the date of commencement of the Package, which may make the carriage of that Guest unsafe or which may affect the suitability of the Package for the Guest, the Guest is obliged to inform P&O Cruises as soon as possible and to advise P&O Cruises of any requirements for special arrangements, medical equipment/supplies, care or assistance in order for P&O Cruises to make an informed decision as to whether the Guest can be carried safely and/or to assess the suitability of the Package for the Guest.
20. P&O Cruises reserves the right to require any Guest to produce medical evidence of fitness to travel on the Package in order to assess whether that Guest can be carried safely in accordance with applicable international, EU or national law. Where P&O Cruises considers that it is strictly necessary P&O Cruises may require a Guest with reduced mobility or any Disability to be accompanied by another person who is fit and able to assist them in day-to-day tasks and capable of providing the assistance required by the Guest with reduced mobility or any Disability. This requirement will be based entirely on safety grounds and may vary from ship to ship and/or itinerary to itinerary. Examples of Guests who may fall into this category include Guests who use wheelchairs or mobility scooters (the term 'wheelchair' shall hereinafter be used to refer to wheelchairs and mobility scooters collectively) or who require assistance with personal care. The assessment of whether or not it is strictly necessary for a Guest to be accompanied will be based on information provided at the time of booking. Guests are requested to provide as much information as possible to enable a full risk assessment to be made. Guests may be asked to provide further information to ensure that P&O Cruises has all relevant information.
21. In order to ensure that P&O Cruises can provide the necessary assistance and there are no issues relating to the design of the ship or port infrastructure and equipment, including port terminals, which

may make it impossible to carry out the embarkation, disembarkation or carriage of the Guest in a safe or operationally feasible manner, Guests who may require special treatment or assistance or with reduced mobility or Disabilities (including Guests who use wheelchairs) must advise P&O Cruises at the time of booking. Guests who use wheelchairs must furnish their own standard size wheelchairs. Ships' wheelchairs are available for emergency use only. For the safety of the ship and all guests on board, all wheelchairs and other aids to mobility must be stored in the Guest's cabin when they are not being used and in order to ensure that this is possible, and to so ensure the safety of the ship and all Guests on board, P&O Cruises reserves the right to require that Guests who use wheelchairs book a specified category of cabin. Some ports of call require tenders to go ashore and may preclude Guests using a wheelchair from leaving the ship for safety reasons. A decision made by the ship's Captain on this is binding. Further information is available on the P&O Cruises website. P&O Cruises reserves the right to refuse passage to any Guest who has failed to notify P&O Cruises of their requirement for special treatment or assistance or of reduced mobility or Disabilities (including the requirement to use a wheelchair). The cost for loss or damage to mobility equipment caused by the fault or neglect of P&O Cruises or a shipping incident is subject to P&O Cruises' absolute discretion to either repair or replace the equipment. Except where P&O Cruises agrees otherwise and in writing at the time of booking Guests are restricted to having on board the ship, two pieces of mobility or other medical equipment with a combined value not exceeding £2,250 per cabin.

22. P&O Cruises and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire or any other form of health screening at any time prior to boarding or during the Package. All Guests agree to complete the pre-boarding questionnaire, to comply with any health screening and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness, bacterial and/or viral illness and/or Coronavirus (COVID-19). Any Guest who is unwell and experiencing a high temperature, a new continuous cough or a loss of, or change in normal sense of taste or smell, either during the 14 days prior to embarkation, or at any time during the cruise must report such symptoms and follow the guidance provided by P&O Cruises, the relevant port authorities or any other national or international authority. In the interests of health and safety P&O Cruises may deny boarding to any Guest who has symptoms of any viral or bacterial illness including but not limited to Norovirus or Coronavirus (COVID-19) and/or any Guest who does not comply with an instruction from a member of the ship's crew or port representative or a representative of any national or international authority designed or intended to prevent or limit the spread of any bacterial or viral infection. Refusal by a Guest to complete the relevant pre-boarding questionnaire or comply with any health screening measure requested by P&O Cruises, the relevant port authorities or any other national or international authority may in itself result in denied boarding. All cases of denied boarding will be treated as a cancellation attracting 100% cancellation charges in accordance with clause 38.
23. In the event that a Guest is diagnosed with any viral and/or bacterial illness whilst on board or if, in the opinion of P&O Cruises and/or the Captain and/or a member of the ship's medical staff, a Guest displays any symptoms of a viral or bacterial illness (including, but not limited to, Coronavirus (COVID-19)) that Guest, any accompanying Guest and any other Guest who, in the opinion of any of P&O Cruises and/or the Captain and/or a member of the ship's medical staff has been in close contact with that Guest may be required to remain in their cabin for reasons of health and safety. In the event that any Guest refuses to remain in their cabin during the period recommended by P&O Cruises, the Captain or the ship's medical staff, or if any Guest does not comply with any measures in place, or any instruction from a member of the ship's crew designed or intended to prevent or limit the spread of any bacterial or viral infection (including any instruction given by a local operator during a shore

experience) then that Guest may for reasons of health and safety be required to remain in the medical centre or be disembarked (or refused permission to embark or disembark) by P&O Cruises without any further liability. In addition, any Guest who, in the opinion of P&O Cruises and/or the Captain and/or a member of the ship's medical staff, demonstrates the symptoms of a viral illness (including but not limited to Coronavirus (COVID-19)) may be disembarked by P&O Cruises without any further liability.

24. In order to ensure that Guests are carried in accordance with applicable safety requirements Guests are required to notify P&O Cruises at the time of booking:
- (i) of their specific needs with regard to accommodation, seating or services required and/or whether they need to bring any specific medical equipment on board;
  - (ii) of the nature of any assistance required from P&O Cruises or any terminal operator;
  - (iii) if the Guest wishes to bring a recognised assistance dog on board the ship. Assistance dogs are subject to national regulations. There is also a limit to the number of dogs which can be carried on board. It is therefore imperative that the requirement is notified at the time of booking.
  - (iv) of any other assistance which is required on board.

Please note that the medical facilities on board P&O Cruises' ships are NOT equipped to perform dialysis. The shipboard doctors are not trained to provide dialysis treatments but are able to assist in emergency situations. It is the responsibility of the Guest to provide all dialysis equipment and treatment. This includes antibiotics. A risk assessment shall be carried out at the time of booking to ensure that the Guest can be carried safely and in accordance with applicable laws. The electrical supply on board P&O Cruises' ships varies but may not be the same as the standard electrical supply in the UK. Guests should contact P&O Cruises for specific details. It is important that any Guest who will be bringing electrical medical equipment on board the ship contacts the manufacturer or supplier to ensure that the equipment is safe to use on board the ship. In relation to medical equipment there are limited storage facilities on board. It is the responsibility of the Guest to arrange delivery of all medical equipment to the ship prior to departure. The requirement for Guests to notify P&O Cruises prior to booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried and/or carried safely. There are restrictions on the number of oxygen cylinders which can be carried in cabins. The ship's medical centre cannot refill or supply oxygen cylinders. It is the Guest's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies for the duration of the Package. The ship does not carry any replacement equipment and access to shore side care and equipment may be difficult and expensive. Guests must be able to operate all medical equipment. If there are any particular medical conditions which require supervision then such supervision must be organised by the Guest and at the Guest's expense. The ships do not provide one-to-one or other carers for physical or psychiatric or other conditions. The ships do not offer respite services. Guests must note that not all medical equipment can be carried or used on board aircraft. Guests must check with the airline prior to carriage.

#### **PREGNANCY (25-28)**

25. P&O Cruises recommends that women who are less than 12 weeks pregnant should seek medical advice prior to travel.

26. P&O Cruises does not have on board its ships adequate medical facilities for childbirth. Accordingly for reasons of health and safety P&O Cruises regrets that it cannot carry Guests who will have entered their 24th week of pregnancy or beyond at any point during their Package. 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 taking into account the proposed itinerary 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). P&O Cruises 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 join the Package by reason of the Guest entering their 24th week of pregnancy or beyond at any point in their Package, P&O Cruises will refund in full the price paid by or on behalf of that Guest and the price paid by any accompanying Guest, provided that the pregnant Guest notified P&O Cruises as soon as reasonably practicable upon becoming aware that she would not be able to join the Package, but shall otherwise have no liability whatsoever. P&O Cruises expressly reserves the right to refuse passage on board to any Guest who appears to be in an advanced state of pregnancy and P&O Cruises shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Guest.
27. Pregnant Guests are referred to clauses 29, 30 and 31 headed "Medical Treatment" for information regarding the medical facilities on board.
28. The ship's doctor is not qualified to deliver babies or to offer pre- or post-natal treatment and no responsibility is accepted by P&O Cruises in respect of the inability to provide such services or equipment.

#### **MEDICAL TREATMENT (29-31)**

29. The Guest acknowledges that whilst there is a qualified doctor on board it is the Guest's obligation and responsibility to seek medical assistance if necessary during the Cruise.
30. The ship's doctor is not a specialist and the ship's medical centre is not required to be and is not equipped to the same standards as a land-based hospital. The ship's medical centre is not designed for the provision of extensive or continuing treatment. The ship carries medical supplies and equipment in accordance with the requirements of its flag state. Neither P&O Cruises nor the ship's doctor shall be liable to the Guest as a result of any inability to treat any medical condition as a result. Charges will apply for services and medications dispensed by the ship's medical centre.
31. In the event of illness or injury a Guest may have to be landed ashore for medical treatment. No representations are made regarding the quality of medical treatment at any port of call or at the place at which the Guest is landed. Medical facilities do vary from port to port and no representations or warranties are made in relation to the standard of medical treatment provided by the various hospitals and/or clinics.

#### **INSURANCE (32-34)**

32. It is a condition of the Contract that every Guest must have adequate and appropriate insurance. This must include cover for travel, cancellation and curtailment and full and valid medical cover for pre-existing medical conditions worldwide, or as a minimum, in the countries that the Guest is due to visit, and which must remain in force for the entire duration of the Package. The insurance policy(ies)

must, as a minimum, include medical and repatriation coverage for not less than £2 million and must include cover for the cost of emergency evacuations from the ship, including but not limited to, evacuations by helicopter. It is the Guest's responsibility to ensure that adequate and appropriate insurance is in place for the entire duration of the package.

33. Wherever possible, P&O Cruises will offer general assistance to any Guest who suffers illness, personal injury or death during the period of the Package, whether or not arising from an activity forming part of the Package and whether or not the result of fault by any party.
34. Any cost or expense which is reasonably incurred by P&O Cruises for or on behalf of the Guest in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation, changes in the ship's schedule (including without limitation additional fuel and port costs) or any other expense shall be repayable by the Guest to P&O Cruises, whether or not such sum is covered by the Guest's travel insurance. P&O Cruises reserves the right to take any action that it considers appropriate to recover any such cost or expense.

### **PRICES AND EXTRAS (35-37)**

35. P&O Cruises reserves the right to vary particulars and prices shown in the brochure after the date of publication. Prices, discounts, supplements and special offers advertised in the 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, call us or visit our website: pocruises.com.
36. P&O Cruises reserves the right to vary prices up or down at any time up to 20 days before departure to allow for variations in the price of your Package due to changes in transportation costs such as fuel and other power sources, scheduled air fares and other airline cost changes which are part of the contract between the airline (and their agents) and P&O Cruises, government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation, the level of taxes or fees on the Travel Services included in the Package imposed by third parties not directly involved in the performance of the Package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports. If this means the Guest has to pay an increase of more than 8 per cent of the price of the Package, the Guest may cancel the Contract and receive a full refund of all monies paid, except for any amendment charges or insurance premiums. No consequential costs or expenses or loss of profits will be payable. P&O Cruises will consider an appropriate refund of insurance premiums paid if the Guest can show that they were unable to transfer or re-use the policy. Should the Guest decide to cancel for this reason, the Guest must exercise their right to do so within 14 days from the time P&O Cruises has notified the Guest of the proposed changes. Failure of the Guest to notify P&O Cruises of whether the Guest wishes to accept the proposed changes or terminate the contract may result in P&O Cruises terminating the contract and refunding all payments made by the Guest. P&O Cruises shall refund all payments due to the Guest no later than 14 days after the Contract is terminated. Alternatively, the Guest can accept an offer of an alternative Package if P&O Cruises is able to provide an alternative and transfer payment made in respect of the original Package to the alternative Package. If the cost of the alternative Package is less than the original Package the difference in price will be refundable. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your Package due to contractual and other protection in place.
37. A payment card will be required to be registered at check-in, in order to set up an account for on-board purchases, and a cruise card will be issued for this account. An initial pre-authorisation of £50

will be required at check-in and thereafter any on-board purchases made by the Guest using their cruise card which exceed this initial amount are accepted by the Guest as being in an amount which is both exact and approved for the purposes of a further blocking of funds on the registered payment card. All accounts for on-board services and goods and for shore experiences must be settled in full before the Guest leaves the ship. In the event that a Guest fails to settle their on-board account at or before the completion of the Cruise, P&O Cruises reserves the right to charge interest on the outstanding sums until the date of actual payment and 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. P&O Cruises also reserves the right to cancel any future bookings that the Guest may have and to set off any sums owed to P&O Cruises by the Guest against any sums due to the Guest from P&O Cruises, without prejudice to any other remedies P&O Cruises may have under these Conditions or otherwise.

### **CANCELLATION BY THE GUEST (38-39)**

38. The Guest has the right to cancel the Contract prior to commencement of the Package without paying any cancellation charge in the event of unavoidable and extraordinary circumstances (as defined in clause 1) significantly affecting the performance of the Contract. In such circumstances the Guest shall be entitled to a full refund of all monies paid, but shall not be entitled to additional compensation.

The Guest may cancel the Contract at any time prior to the commencement of the Package via their travel agent or, for Guests who have booked direct, by calling our Customer Contact Centre, but if the cancellation is not as a result of unavoidable and extraordinary circumstances significantly affecting the performance of the Contract, P&O Cruises shall be entitled to levy a cancellation charge as a percentage of the price paid in accordance with the below scales.

For the avoidance of doubt, circumstances which prevent the Guest from travelling on their holiday (rather than circumstances which prevent P&O Cruises from performing the Package) do not give the Guest the right to a full refund and cancellation charges will apply. Such circumstances may include, but are not limited to, any international, national or local measures in place in either the Guest's home or area or any country or countries which form part of the itinerary. A requirement that the Guest may need to self-isolate or enter any form of quarantine on their return home does not entitle the Guest to cancel the Contract without paying cancellation charges. Advice against travel to any country or countries in the itinerary issued by the Foreign Commonwealth and Development Office (or any other public body) does not entitle the Guest to cancel the Contract without paying cancellation charges. The Guest should ensure that their travel insurance provides sufficient cover for such eventualities as required by clause 32 above.

**Select Price and Early Saver:**

<b>Period before departure within which written notice of cancellation is received by P&amp;O Cruises</b>	<b>Cancellation charges (percentage of price)</b>
From the date of booking until 91 days before departure	Deposit
90 to 57 days	50%
56 to 42 days	60%
41 to 16 days	75%
15 to 6 days	90%
Less than 6 days before departure or failure to embark. <i>For fly-cruises, departure day is the date of the flight departure.</i>	100%

**Saver:**

<b>Period before departure within which written notice of cancellation is received by P&amp;O Cruises</b>	<b>Cancellation charges (percentage of price)</b>
From the date of booking until departure, including failure to embark.	100%

39. 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 Package not used.

**ALTERATION AND CANCELLATION BY P&O CRUISES PRIOR TO DEPARTURE (40-42)**

40. Whilst P&O Cruises will do its best not to cancel or to make any alteration to a Package after a booking has been made, such changes are sometimes necessary. Most alterations made by P&O Cruises will not be significant and P&O Cruises has the right to make such alterations without paying the Guest compensation. Any alterations made by P&O Cruises to their pre- and post-departure requirements and procedures for reasons of health and safety (such as any alterations required as a result of or in response to an infectious disease) are unlikely to constitute significant alterations and such alterations do not give the Guest the right to compensation or the right to cancel the Package without charge. P&O Cruises shall nevertheless be entitled at any time prior to departure to cancel the Contract or to change and/or curtail the Package where this reasonably becomes necessary on operational, commercial or other grounds. P&O Cruises will inform the Guest or the Guest's travel agent of any such cancellation or change of Package as quickly as possible (with, where appropriate, written confirmation as soon as reasonably possible thereafter). If P&O Cruises makes a

significant alteration to the Package the Guest will have the choice of either accepting the alteration, accepting an offer of an alternative Package of comparable standard if available (P&O Cruises will refund any price difference if the alternative is of a lower value) or cancelling the Package and receiving a full refund of all monies paid. The Guest recognises and agrees that it will not normally be possible for P&O Cruises to offer an appropriate substitute Package which is available at about the same time as and/or with a similar itinerary to that originally booked, but P&O Cruises will do its best to provide a suitable alternative Package of similar duration and value. The Guest must notify P&O Cruises of their decision as soon as reasonably possible and in any event not later than 14 days of being informed of the significant alteration. Occasionally, it is necessary to cancel or alter a Package for some but not all guests. In such case, P&O Cruises shall have complete and unfettered discretion to select which guests will be impacted by the change.

41. If the Guest cancels the Package in the circumstances set out in clause 40 or if P&O Cruises cancels the Package, the Guest shall also be entitled to compensation as follows (except if the change or cancellation is due to unavoidable and extraordinary circumstances, or non-payment by the Guest).

<b>Period of notification given by P&amp;O Cruises</b>	<b>Compensation per full fare paying Guest</b>
90 to 43 days	5% cruise credit
42 to 29 days	10% cruise credit
28 to 15 days	15% cruise credit
14 to 0 days	20% cruise credit

P&O Cruises may also cancel the Contract and give a full refund of monies paid, without paying any additional compensation, if the number of guests booked does not meet the minimum number required for the Package to proceed and P&O Cruises notifies the Guest of the cancellation of the Contract no later than:

- (i) 20 days before the start of the Package in the case of Packages lasting more than 6 days;
- (ii) 7 days before the start of the Package in the case of Packages lasting between 2 and 6 days;
- (iii) 48 hours before the start of the Package in the case of Packages lasting less than 2 days.

42. The value of any cruise credit will be calculated by reference to the price actually paid for the cancelled Package and may only be used for other bookings with P&O Cruises. Any such new booking must be made by no later than 31 December of the year after the date of the original Package. Credit vouchers may be redeemed against the price of the new Package 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 they are entitled to do so or from requesting that compensation be provided in a different form. No consequential costs or expenses or loss of profits will be payable.

#### **ALTERATION AND CANCELLATION BY P&O CRUISES AFTER DEPARTURE (43-44)**

43. After departure, P&O Cruises 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 Package will be provided. P&O Cruises 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, schedule or Package. If

P&O Cruises is unable to provide a significant proportion of the Package, it will make suitable alternative arrangements, at no extra cost to the Guest, for the continuation of the Package. If the Guest does not accept them, for good reasons, or if it is impossible to make suitable alternative arrangements P&O Cruises will, where appropriate, provide the Guest with transport back to the place of departure or to another place to which P&O Cruises and the Guest have agreed. In both cases P&O Cruises will, where appropriate, compensate the Guest. P&O Cruises accepts responsibility for providing all the elements of the advertised Package but if it fails to do so, the Guest must inform P&O Cruises without undue delay if it considers that any of the Travel Services have not been performed in accordance with the Contract. Failure by the Guest to notify P&O Cruises about any lack of conformity of the Package may be taken into account when determining any price reduction or compensation for damages where such notice would have avoided or reduced the damage. P&O Cruises shall remedy any lack of conformity of the Travel Services under the Contract raised by the Guest unless it is impossible to do so, or will incur disproportionate costs, taking into account the extent of the lack of conformity and the value of the Travel Services affected. Please note that compensation will not be payable if an alteration is not significant or if P&O Cruises is not able to provide a significant proportion of the Package due to unavoidable and extraordinary circumstances. Occasionally, it is necessary to curtail or alter a Package for some but not all guests. In such case, P&O Cruises shall have complete and unfettered discretion to select which guests will be impacted by the change.

44. 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 P&O Cruises shall have no liability whatsoever in respect of any such delay.

#### **SECURITY, SAFETY AND SUPPORT (45-50)**

45. 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 Package or any shore experience, and the Guest expressly agrees to this. P&O Cruises will implement measures pre-departure and during the Package to address the risks posed by any public health issues. These measures may be implemented at short notice and may change as advice, knowledge and government guidance of the relevant virus or condition changes. Such measures may mean that some of the services and facilities on board may not be available for part or all of the cruise and Guests will be required to follow any guidance provided by P&O Cruises, the Captain or the ship's crew designed or intended to limit or prevent the spread of any infectious disease. Any measures introduced in order to address the risks posed by any public health issue will not be significant changes to the Package. 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 P&O Cruises liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then P&O Cruises and/or the Captain shall have the right according to the particular circumstances to take any and all steps P&O Cruises and/or the Captain consider reasonable and appropriate including, but not limited to the following measures:
  - (i) refuse to embark or to disembark the Guest at any particular port or other place of call;

- (ii) disembark the Guest;
  - (iii) transfer the Guest to another berth;
  - (iv) confine the Guest to a particular cabin or to the ship's medical centre;
  - (v) through the ship's doctor and/or their 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;
  - (vi) remove the Guest from the hotel, if appropriate;
  - (vii) physically restrain the Guest and/or use mechanical restraints;
  - (viii) repatriate the Guest to the United Kingdom.
46. In the event of P&O Cruises and/or the Captain acting in accordance with clause 45 above, neither the Guest nor (at the sole discretion of P&O Cruises) any other person travelling with the Guest (whether or not under the same booking) shall be entitled to make a claim against P&O Cruises for any loss or expense incurred as a result of such action, whether for a full or partial refund of the price 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 P&O Cruises' expense, P&O Cruises shall have the right to recover the cost of this.
47. 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 passengers or crew or is abusive or disruptive, P&O Cruises 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, P&O Cruises shall have the right to recover the full cost thereof from the Guest.
48. 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 Captain or any other authorised person.
49. 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, nor any animals (other than service animals agreed in advance with P&O Cruises). To do so shall be a breach of these Conditions and shall render the Guest strictly liable to P&O Cruises for any injury, loss, damage or expense and the Guest shall compensate P&O Cruises in full for any loss, damage or expense suffered by P&O Cruises as a result of such breach. The Guest may also be personally liable to statutory penalties. The Captain (or any other officer delegated for the purpose) shall be entitled at all times to enter and search the cabin and personal luggage (whether or not in the cabin) of any Guest whom the Captain reasonably believes may be in breach of this clause. Where the Guest is found to be in breach of this clause, P&O Cruises and/or the Captain of the ship shall be entitled to exercise any of the powers conferred by clause 45 and clause 46. Without limiting the foregoing, the Guest shall be liable for any and all losses and fines caused by their actions in regard to illegal dumping or pollution of any kind, including discharge of any item into the ocean and/or waterways.
50. Any crew member or other person authorised by P&O Cruises shall be entitled to enter a Guest's cabin to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

## **COMPLAINTS (51)**

51. Any problem which arises during a holiday must be raised by the Guest at the time with a representative of P&O Cruises. 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 to P&O Cruises at the earliest opportunity thereafter and in any event no later than 28 days after the Guest's return from the Package. Failure to report the complaint within this time may adversely affect P&O Cruises' ability to investigate and deal with it and may prejudice any future claim. Complaints relating to EU Regulation 1177/2010 Concerning the Rights of Passengers when Travelling by Sea and Inland Waterways must be made to P&O Cruises in writing within two months of the date on which the service was performed. Within one month, P&O Cruises shall respond to the Guest that the Guest's complaint has been substantiated or rejected or is still being considered. However, the time taken to provide the reply shall be no longer than two months from receipt of the complaint.

## **LIABILITY (52-65)**

52. Subject to clauses 52 to 56 inclusive, P&O Cruises accepts responsibility for death, injury or illness caused by the negligent acts and/or omissions of its Suppliers in respect of the Package, but excluding the Cruise. P&O Cruises limits its liability, where applicable, by the conventions referred to in clauses 55 to 60 inclusive. In any event, P&O Cruises is not responsible for any improper or non-performance of any services forming part of the Package which are 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; or unavoidable and extraordinary circumstances.
53. For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in clauses 55 to 60 inclusive, P&O Cruises' liability for improper performance of the Contract shall be limited to a maximum of three times the price which the Guest affected paid for the Package (not including insurance premiums and amendment charges) and P&O Cruises shall have no liability for any loss of business or profits, loss of use or any other consequential or indirect loss or damage.
54. 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. Copies of these terms and conditions are available on request from P&O Cruises. P&O Cruises will ensure that the Guest is informed of the identity of the air carrier once it has been finalised. P&O Cruises does not use any carrier on the EU-banned carrier list, available via our website. The liability of P&O Cruises will not exceed that of any carrier.
55. 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 P&O Cruises 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 P&O Cruises 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 P&O Cruises 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 P&O Cruises on request.

56. Carriage of Passengers and their luggage by sea, including the Cruise, is governed by EU Regulation 392/2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents (EU Regulation 392/2009) and The Athens Convention relating to the carriage of passengers and their luggage by sea 1974 as amended by the 2002 Protocol (the "Athens Convention"). Copies of the Athens Convention and EU Regulation 392/2009 are available on request. The Athens Convention and EU Regulation 392/2009 are expressly incorporated into these Conditions and any liability of P&O Cruises for death or personal injury or for loss of or damage to luggage arising out of international carriage by sea shall be solely brought and determined in accordance with the Athens Convention and EU Regulation 392/2009 which limit the carrier's liability for death or personal injury or loss of or damage to luggage and make special provision for valuables. The limits of liability are assessed by reference to Special Drawing Rights (SDRs) which fluctuate depending on daily exchange rates. This means that there is a limit on the maximum amount we will pay you in the event of personal injury or death or the loss of damage to luggage or mobility equipment that occurs in the course of carriage. For loss or damage to cabin luggage caused by a shipping incident, our liability is limited to 2,250 SDRs per passenger per carriage. For loss or damage to other luggage, our liability is limited to 3,375 SDRs. P&O Cruises is not liable in respect of the loss and/or damage to any monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables unless these have been deposited with the ship. Using the cabin safe is not a deposit with the ship. Where such monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables are deposited with the ship and unless a higher figure is agreed in writing, P&O Cruises' liability will be limited 3,375 SDRs. It is presumed that luggage has been delivered undamaged to the Guest unless written notice is given to P&O Cruises (as carrier) before or at the time of disembarkation or redelivery where the damage to the luggage is apparent or within 15 days of the date of disembarkation or redelivery or from the time when such redelivery should have taken place where the damage is not apparent. In the event that mobility equipment is lost or damaged as a result of a shipping incident, P&O Cruises shall be liable for the cost or repair or replacement of the mobility equipment. For any loss or damage to mobility equipment caused by a non-shipping incident, P&O Cruises shall only be liable for the costs of repair or replacement if the Guest proves that the incident was the result of the fault of neglect of P&O Cruises. In the event of personal injury or death arising from a shipping incident (as defined in the Athens Convention), the Guest has a right to compensation for such death or personal injury up to 250,000 SDRs per incident save where the shipping incident resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or was wholly caused by an act or omission done with the intent to cause the incident by a third party. Compensation for death or personal injury arising from a shipping incident can increase by a further 150,000 SDRs to a total figure of 400,000 SDRs per Guest, per incident unless the carrier proves that the incident which caused the loss occurred without its fault or neglect. In the event of injury or death arising in the course of carriage which does not result from a shipping incident the Guest must prove that the incident which caused the damage was the result of the carrier's fault or neglect. In those circumstances, the maximum amount payable will be 400,000 SDRs. Non seagoing cruises shall be subject to the provisions of the Merchant Shipping Act 1995 and liability for death and or personal injury is limited to 175,000 SDRs per passenger. These provisions will also apply where the ship is being used as a floating hotel. A summary of EU 392/2009 may be viewed at <https://transport.ec.europa.eu/system/files/2016-09/rights-in-case-of-accident.pdf>. Up-to-date values

for SDRs may be assessed at the following website [http://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](http://www.imf.org/external/np/fin/data/rms_sdrv.aspx).

57. Any damages payable by P&O Cruises up to EU 392/2009, the Athens Convention 2002 and/or 2014 Regulations 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 1974.
58. Insofar as P&O Cruises may be liable to a Guest in respect of claims arising out of carriage by air or carriage by sea, P&O Cruises 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.
59. Insofar as the Cruise may be performed on a ship not owned by P&O Cruises, it is agreed that P&O Cruises 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.
60. Except for claims arising out of carriage by air (as provided by clause 55), any liability in respect of death and personal injury and loss of and damage to luggage which P&O Cruises may incur to the Guest during sea carriage, 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 2002, EU Regulation 392/2009 or the 2014 Regulations.
61. In respect of any claims for loss of or damage to property including luggage which are not covered by international conventions including the Athens Convention 2002, EU Regulation 392/2009, the 2014 Regulations and/or the Montreal Convention and where liability is not limited by reference to any enactment, terms or conditions then any legal liability that P&O Cruises may have for any such losses will be limited to £500.00 per Guest. P&O Cruises shall not be liable for lost valuables including jewellery and/or monies under any circumstances. Guests must ensure that their personal possessions and valuables are with them at all times.
62. Hotels and shuttle services included in the Package or purchased at any other time are arranged by P&O Cruises with local Suppliers who may themselves engage the services of local operators. Standards of hygiene, accommodation and transport in many countries where excursions take place are often lower than comparable standards in the UK. P&O Cruises will at all times endeavour to appoint reputable and competent local Suppliers. The terms and conditions of the hotels and shuttle services will be applicable and are expressly incorporated into the Contract (or any other contract between P&O Cruises and the Guest in respect of shuttle services). These may limit or exclude liability of the hotelier or the shuttle services operators. The liability of P&O Cruises will not exceed that of any hotelier and/or shuttle services operator. Local standards of the relevant country will be relevant in assessing performance of the Package services. In the event of a complaint by a Guest, the Contract (or any other contract between P&O Cruises and the Guest in respect of shuttle services) will be regarded as having been performed if local standards relating to those services have been satisfied even if the laws of England and Wales have not been met. P&O Cruises is not responsible for any improper or non-performance of such services which are wholly attributable to the fault of

the Guest; the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of the services to be provided; or unavoidable and extraordinary circumstances.

63. P&O Cruises does not include any shore experiences in the price. Shore experiences do not form any part of a Package. Shore experiences may be reserved after a Package has been booked from a separate shore experiences brochure or online. Reservations may be made for a specified period prior to the Cruise commencing. Purchases may also be made on board the ship.
64. Any shore experiences booked will be supplied by local operators. P&O Cruises will at all times endeavour to appoint reputable and competent local operators who apply the local laws and regulations of the relevant country. Shore experience operators are not P&O Cruises' servants, agents or suppliers. P&O Cruises is not responsible for any acts or omissions which are wholly attributable to the fault of the local operators. P&O Cruises does not operate, perform or otherwise organise and/or audit any shore experiences. All Guests must ensure that they are fit and healthy to undertake shore experiences. All shore experiences are governed by the terms and conditions in the shore experiences brochure.
65. All employees, agents, contractors and their sub-contractors (including Suppliers as defined in clause 1), as well as all insurers of both P&O Cruises and its Suppliers shall have the benefit of the same rights, defences, immunities and limitations available to P&O Cruises under these Conditions.

#### **ACTIONS, CLAIMS AND TIME LIMITS (66-68)**

66. Any action by a Guest arising out of carriage by air or sea must be commenced within the time limit prescribed by the Warsaw Convention, the Montreal Convention or the Athens Convention 2002 or EU Regulation 392/2009 or the 2014 Regulations, as applicable.
67. If a court or tribunal applies any law other than English law, P&O Cruises 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.
68. P&O Cruises is a Member of ABTA, membership number V8764. P&O Cruises is obliged to maintain a high standard of service to Guests by ABTA's Code of Conduct. P&O Cruises can also offer Guests ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If P&O Cruises can't resolve a complaint, Guests can go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

#### **FINANCIAL PROTECTION (69-70)**

69. P&O Cruises provides full financial protection for all Packages. For flight-based Packages this is through P&O Cruises Air Travel Organiser's Licence ("ATOL") number 6294. In the unlikely event of P&O Cruises' insolvency, the Civil Aviation Authority ("CAA") will ensure that Guests booked on flight-based Packages are not stranded abroad and will arrange to refund any money the Guest has paid to P&O Cruises for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). When a Guest buys an ATOL protected flight or flight inclusive holiday from P&O Cruises they will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where the Guest can get information on what this means for them and who to contact if things go wrong. P&O Cruises or the suppliers identified on the ATOL Certificate will provide the Guest with the services listed on the ATOL Certificate (or a

suitable alternative). In some cases, where neither P&O Cruises or the suppliers are able to do so for reasons of insolvency, an alternative ATOL holder may provide the Guest with the services it has bought or a suitable alternative (at no extra cost to the Guest). The Guest agrees to accept that in those circumstances the alternative ATOL holder will perform those obligations and agrees to pay any money outstanding to be paid by the Guest under the Contract to that alternative ATOL holder. However, the Guest also agrees that in some cases it may not be possible to appoint an alternative ATOL holder, in which case the Guest will be entitled to make a claim under the ATOL scheme (or its credit card issuer where applicable). If P&O Cruises, or the suppliers identified on the ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) the Guest under the ATOL scheme. The Guest agrees that in return for such a payment or benefit the Guest assigns absolutely to those Trustees any claims which the Guest has or may have arising out of or relating to the non-provision of the services, including any claim against P&O Cruises, the Guest's travel agent (or the Guest's credit card issuer where applicable). The Guest also agrees that any such claims may be re-assigned to another body, if that other body has paid sums the Guest has claimed under the ATOL scheme.

70. Not all Packages offered and sold by P&O Cruises will be protected by the ATOL scheme. All non-fly Packages sold by P&O Cruises in the UK are protected under the ABTA scheme of financial protection. In the unlikely event of P&O Cruises' insolvency, ABTA will ensure that Guests booked on non-fly Packages are not stranded abroad and will arrange to refund any money paid to P&O Cruises for an advance booking. Cruises 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 P&O Cruises for confirmation of what protection may apply to their booking.

## **HOW WE WILL USE YOUR DATA (71-75)**

71. In clauses 71- 75 "you" means the Guest. P&O Cruises' full privacy notice is available on our website at pocruises.com. A copy may be requested during your telephone booking, or by contacting Guest Relations, Carnival House, 100 Harbour Parade, Southampton SO15 1ST. P&O Cruises processes personal data about enquirers and guests before, during and after their Cruise to support its business needs. P&O Cruises collects personal data from you when you enquire, book or sail with P&O Cruises. Your interactions with P&O Cruises will result in personal data being created and stored by P&O Cruises. P&O Cruises may receive personal data from other individuals or third party organisations relating to you. P&O Cruises analyses the personal data it holds in order to improve the effectiveness of its services, direct marketing communications or to deliver its loyalty programmes. P&O Cruises does not process sensitive personal data about you except where there is a legal reason to do so. P&O Cruises processes personal data about Minors to provide services when they are guests on its ships and deliver its loyalty programmes, but does not seek to use personal data about Minors for marketing purposes. P&O Cruises uses personal data for one or more of the following reasons: (i) with your consent, (ii) where it is necessary in order to enter into a contract and deliver services for you, (iii) to comply with a legal duty, (iv) to protect your vital interests or the vital interests of those around you; (v) to carry out tasks in the public interest, including public health; (vi) or for P&O Cruises' own legitimate interests or those of other organisations, provided your rights do not override these.
72. When you make a booking either directly or through a travel agent, P&O Cruises will collect personal data about you and other Guests in your group to effect the booking, including your names, genders,

dates of birth, home addresses, phone, email, details of any medical, care or dietary requirements, specific preferences relating to the booking you have selected, and your payment details. P&O Cruises needs this data to enter into a contract with you and provide the associated services. If you provide P&O Cruises with personal data about any other individuals included in a booking, you must have the authority of those individuals to provide their personal data to P&O Cruises for the purposes set out in clause 71, and will remain accountable for the information provided. It is the responsibility of the Guest who is booking lead to ensure that personal data about you and the Guests remain accurate and up to date by notifying P&O Cruises of any changes. After you book a Cruise, you will be invited by email to access My P&O Cruises, where you must provide additional personal data about you and other Guests in your booking group. This additional mandatory personal data including passport, insurance and emergency contact details for you and other Guests in your booking group is necessary to complete your booking. You may optionally book or purchase on-board products and services, shore experiences and other activities, which may require you to provide further personal data. P&O Cruises will where necessary share your personal data with other companies such as spa operators or travel operators to provide these services to you.

73. P&O Cruises will use personal data about you before and during your Cruise for the purposes of security and safety, for the enjoyment of your Cruise, and to protect your health and welfare. After your Cruise P&O Cruises may seek your feedback and invite you to participate in its loyalty programme. Personal data about you will be used to investigate and resolve queries or complaints. P&O Cruises processes personal data about enquirers and guests in the UK and on board its ships worldwide. P&O Cruises will collect and process personal data relating to your health before and during your Cruise in order to satisfy public health requirements and/or for other operational or safety reasons. As these requirements can evolve rapidly, please refer to the P&O Cruises website for the latest information on how personal data will be processed for public health purposes.
74. Enquiries and bookings are processed in the United Kingdom and the United States, where P&O Cruises' systems may be accessed by Carnival group staff and suppliers from outside of the United Kingdom and/or European Union subject to strict security controls. When you make a booking P&O Cruises will pass your personal information on to other relevant suppliers of your travel arrangements where it is necessary to provide those services, such as airlines, hotels and transport companies. Personal information about you will where necessary also be shared with travel agents, security and credit checking companies, credit and charge card companies. P&O Cruises are required to co-operate with government and law enforcement agencies and the public authorities of every country in your Cruise itinerary, including those countries' customs and immigration authorities. P&O Cruises collect and process personal data in the United Kingdom, European Union, and worldwide depending upon how you interact with P&O Cruises. P&O Cruises may need to process your personal data worldwide, including on board its ships, depending upon the destinations you travel to, for example if P&O Cruises has to provide personal data to immigration authorities, port agents or shore experience operators in destination countries. This necessarily involves sending your personal information between different countries, including those where controls on data protection may not be as strong as those in the United Kingdom or European Union.
75. You have certain rights over how P&O Cruises uses personal data about you. These rights include where our processing is based on consent, withdrawing that consent; receiving a copy of personal data P&O Cruises holds about you; updating or amending your personal data; and deleting applicable personal data about you. If you wish to exercise your information rights or have a concern or a complaint about P&O Cruises' processing of personal data, you may contact P&O Cruises' Data

Protection Officer at Carnival House, 100 Harbour Parade, Southampton SO15 1ST, or by email at [privacy@carnivalukgroup.com](mailto:privacy@carnivalukgroup.com). If you are not satisfied with how P&O Cruises has responded to a complaint about the processing of personal data, you have the right to complain to the Information Commissioner's Office (ICO) whose website is <https://ico.org.uk/concerns/>.