



VIRGIN VOYAGES CONDITIONS OF CARRIAGE OF PASSENGERS AND THEIR LUGGAGE

Applicable to all voyages booked by customers within the EEA through authorised sales agents or directly through VirginVoyages.com. These terms and conditions are provided to all Guests in both English and your local language. In the event of any ambiguity in or dispute as to the meaning or interpretation of any wording in these Conditions of Carriage, the English version shall prevail.

0. PREFACE

Please read these Conditions of Carriage carefully before booking with us as they set out your and our respective rights and obligations. If there is anything within these Conditions of Carriage that you do not understand, then please contact us at the details given below to discuss what this means for you. If you do not agree to these Conditions of Carriage you must not book with us.

These Conditions of Carriage together with our General Information available at www.virginvoyages.com and the **Guest Conduct, Safety, & Security Policies** below form the basis of your contract with us, which is a contract of carriage, and is effective upon booking a cruise or voyage onboard on of our ships (“Cruise”). The parties to the contract are yourself and Virgin Cruises Intermediate Limited (“**Virgin Voyages**”). In these Conditions of Carriage, ‘**you**’ and ‘**your**’ means all persons named on a booking; and ‘**we**’, ‘**us**’, ‘**ourselves**’ and ‘**Virgin Voyages**’ means Virgin Cruises Intermediate Limited. Virgin Voyages is a Bermuda limited company registered to do business in Florida, USA.

Where the combination of travel services bought by you is a package within the meaning of EU Directive 2015/2302, as implemented into national law in each EEA State (**Package Travel Regulations**), you will benefit from all rights applying to packages.

If you book a Virgin Voyages Cruise-only holiday or build your own package with us, or buy a Virgin Voyages Cruise-only holiday through an approved sales agent selling as our agent, we will be the Organizer of your package and your contract for the Cruise will be with us. If you book a Virgin Voyages Cruise in conjunction with other services (such as flights, on-shore accommodation and/or ground transfers) which are arranged or provided by a travel agent or tour operator (“**Travel Agent**”) with whom you book and which are not provided by us, the Organizer of your entire package will be and your contract for your entire holiday, including the Cruise and all other such services and arrangements, will be with your Travel Agent and not Virgin Voyages. The Travel Agent’s own Booking Conditions will apply to your booking. Please ensure you obtain a copy of these from your Travel Agent before or at the time of booking. Please note: our liability to you in these circumstances will be different to our liability when we are the Organiser. However, in the event we are found liable to you on any basis, our liability and/or obligations to you or the Travel Agent will be no greater or different to the liability and obligations we have under these Conditions of Carriage for consumers who have a contract with us. In any such situation we will be fully entitled to rely on all defences, exclusions and limitations contained in these Conditions of Carriage.

Where Virgin Voyages is the Organiser of your package we will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Virgin Voyages 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/they become insolvent. More information on your key rights under the Package Travel Regulations are provided in sections 5.13 and the ‘Key Rights’ section below.

If you start your holiday and experience difficulties, contact your Travel Agent, or if you book through us, Virgin Voyages’ **Shoreside Sailor Services**, which you can reach by going to our [Contact Us](#) page (which is the preferred means) or by phone at **0203 003 4919**. Our **Shoreside Sailor Services** phones and chat are open Monday through Friday from 0800 to 2100 local US east coast time and from 0200 to 1500 CET, and Saturday and Sunday from 0900 to 1800 local US east coast time and from 0200 to 1200 CET. If you are on our Ship, you may call the onboard Emergency number.

It shall be a condition of boarding and remaining on-board any of our Ships that all Guests throughout their stay comply with our **Guest Conduct, Safety, & Security Policies**, provided below. These policies are designed to ensure that all Guests are able to participate in a safe and enjoyable Cruise holiday and, as such, the policies set forth standards of conduct for Guests to follow throughout their Cruise vacation, including transfers to and from Ships, inside terminals, while on-board, at ports of call, during shore excursions and at our private destinations.

1. BOOKING YOUR HOLIDAY

1.1 MAKING A BOOKING To book your chosen holiday, contact our Booking Department (+34 91 290 1845)(+351 308 803 174) (+52 55 4741 1391)in our web www.mundomarcruceros.com/virginvoyages or visit a Travel Agent registered to do business with us. We call these registered Travel Agents our “**First Mates**.” When you make a booking, you represent that you have the authority to accept and do accept on behalf of your party the terms of these Conditions of Carriage. Guests who purchase their holiday arrangements via our website need to ensure that all details are correct at the time of booking as additional charges or fees may apply to any add-on components requested to be changed at a later date due to any error or omission made by you. We are not liable for any booking errors attributable to you. For all Cruise-only bookings you make with us, you must pay a deposit of 20% of the total Cruise-only fare; this deposit is non-refundable unless you book 121 days or more before the sail date and cancel the Cruise within 7 days of the booking. See section 1.4 for required payments and when payments are due. Additional terms and conditions may apply for hotel and transfer add-on components as stated by the respective providers.

Please note: you are also able to book a future Cruise whilst onboard our Ships. Please see the onboard sales consultant for full details. Terms and conditions apply for future bookings onboard a Virgin Voyages Ship, so please ensure you check your booking confirmation carefully at the time of making such a booking. Any bookings made onboard will be subject to these Conditions of

Carriage. Your full name, including middle name, as it appears on your passport, as well as your date of birth, must be given at the time of reservation.

If you have any special requests you must let us know during the booking process. We will consider all reasonable requests, but acceptance shall be at our sole discretion and we cannot guarantee that such requests will be met. If you have a medical condition or a member of your party is a person of reduced mobility, please let us know before making a booking via our [Special Request Form](#) so we can ensure that the booking is suitable for you. You can also send a mail to virginvoyages@mundomarcruceiros.com with the info. Please refer to section 5.2 for more details.

Please also note that any payment you make to us using a debit or credit card will be settled via a bank in the US.

1.2 CONFIRMING YOUR HOLIDAY Providing your chosen holiday is available and we have received your booking information and all appropriate payments, we will send a Booking Confirmation e-mail to you. Transmittal of the Booking Confirmation e-mail is nearly instantaneous after booking, though delivery may be delayed due to normal e-mail traffic-related delays outside our control. A binding contract between us only comes into existence when you receive our Booking Confirmation e-mail. The Booking Confirmation e-mail serves in part as an invoice, and will show the balance due on your holiday that still has to be paid and your flight details (where applicable and/or available). Please check all details are correct as soon as you receive your Booking Confirmation e-mail and any other documents from your Travel Agent or us. If any details appear to be incorrect, you must inform your Travel Agent or our **Booking Department: (+34 91 290 1845) (+351 308 803 174) (+52 55 4741 1391) or by email virginvoyages@mundomarcruceiros.com**.

1.3 INFORMATION TO BE PROVIDED In order to manage your booking or booking request, we will collect, use, process, and disclose your personal information in accordance with our Virgin Voyages [Privacy Notice](#) and Mundomar Cruceros Privacy Notice. This includes personal information and other information we may be required to collect relating to you and your party to pass on to the pertinent immigration authorities or equivalent government bodies in other countries where there is a legal requirement to provide this information or we are required to do so to fulfill your booking. You must therefore provide us or your Travel Agent with any personal information legitimately requested at the time of booking your Cruise or where requested later, by the date we or your Travel Agent require you to provide that information. This information includes certain data from your passport, emergency contact information, and insurance details. We or your Travel Agent will inform you at the time of booking, or as soon as we or your Travel Agent become aware, of the exact details required and the date we require that information. If you fail to supply full and accurate details within the specified time limits, we shall be entitled to refuse your booking or treat such failure to provide such information within the time limits specified as a cancellation of your holiday. Further, where we do not exercise our right to cancel your booking in these circumstances, you agree to reimburse us for any fines, surcharges or other financial penalties we incur as a consequence of any failure by you to provide full and accurate details within the time limits we specified to you.

CRUISE CHECK-IN You may check-in to your Cruise by our mobile app. Check-in will be open once the Cruise deposit is paid. Checking-in prior to your Cruise will significantly speed up your check-in process: you will be able to avoid any possible delays and queues at the Cruise terminal. If you have not completed the online check-in, you will be required to complete this process in the Terminal no later than two hours prior to the published sailing time. You must be checked in and onboard the Ship no later than 60 minutes prior to the published sailing time or you will not be permitted to sail. You will need to have your booking reference number and date of sailing or, if we have already received this information from you at the time of booking, verify that the details we are holding are complete and accurate. If you do not have access to the Internet, please see your Travel Agent or contact [Shoreside Sailor Services](#) if you booked direct. They will advise you on how this information can be provided or verified. Our procedures may change and we will inform you of any changes at the time of booking or as soon as possible thereafter.

1.4 PAYMENTS A deposit of the Cruise fare is required to book a Cruise. The balance of the Cruise fare is due no later than 125 days prior to your sail date. If you book 46 days or more before sail date, the total holiday cost is due within 24 hours. If you book 45 days or less before the sail date, the total holiday cost is due at booking. The entire costs of hotel and transfer add-on components are due upon booking of those components. If we do not receive all monies due to us in full and on time (including any surcharges where applicable), we may cancel your holiday due to non-payment. If you use your credit or debit card to pay us directly for your Cruise, we will process that transaction via a data clearinghouse in the United States. For Guest cancellations, please see section 1.9.

MONEY PAID TO YOUR TRAVEL AGENT Our affiliated Travel Agents are required to convey payment information immediately to us for processing.

1.5 FARE INCLUSIONS/EXCLUSIONS Unless stated otherwise, all Cruise-only prices, flight add-on (when incorporated), hotel add-on (when incorporated), and transfers (when incorporated) quoted on the website are per person in Euros. Some elements of your holiday will vary by itinerary.

For Cruise-only packages, the Cruise fare includes full board, accommodation, entertainment onboard the Ship, basic wi-fi access (i.e., access to non-streaming social media, email, non-video internet connection), and service charges for hotel services/drinks/food* onboard our Ship. All holiday elements featured are subject to availability at the time of booking. Please always check your Booking Confirmation e-mail on receipt to ensure it includes all relevant details.

Unless otherwise agreed, the price paid for the Cruise portion of your holiday does not include alcoholic beverages, specialized tea and coffee beverages, fresh/cold press juices, energy drinks, spa treatments and salon services, individual exercise classes, select premium dining & entertainment, premium wi-fi package (i.e., streaming internet), casino and gambling activities, transfers and airfares (unless pre-purchased with air/sea packages), hotel stays pre-/post-Cruise (unless pre-purchased), retail shopping, shore excursions, specialized photography packages, video arcade, phone calls off the Ship, laundry services, satellite connection for mobile phones, travel insurance, medical insurance, baggage insurance, medical services, service charges/tips ashore. Also excluded are credit card surcharges, taxes, and government-impose fees, which we will pass along, and never addto.

The lists of inclusions and exclusions are subject to change in accordance with section 5.5.

* An additional service charge applies for food delivered to your cabin or delivered to places other than one of our restaurants.

1.6 “LOCK IT IN RATE” GUARANTEED BOOKINGS At our discretion we may offer a guaranteed booking. This means you

may book a cabin of a guaranteed minimum category type at a reduced rate, i.e., our “Lock It In” rate. This is separate from our “Oversell Guarantee,” in which we guarantee you the cabin/suite you book, unless we oversell, in which case you may be upgraded at no additional cost.

The benefits to you of a Lock It In Guaranteed Booking are that, after your booking has been confirmed:

1.6.1 We may (at our discretion) upgrade your cabin to one of a superior Category or superior MetaCategory to that originally booked at no extra charge to you.

1.6.2 You are ‘guaranteed’ the minimum Category of cabin we agreed to offer at the time of booking.

1.6.3 The cabin we allocate will be suitable for the number of Guests occupying it.

We categorize cabins in “MetaCategories,” then “Categories” of cabins. Those MetaCategories and Categories are listed in increasing precedence (that is, the lowest precedence is first), along with their two figure “designator” immediately below:

MetaCategory: “Insider Cabins”: Insider Guaranteed Cabin (“IZ”) / The Insider (“I4”) / Social Insider (“IN”) / Solo Insider (“I1”)

MetaCategory: “Sea View Cabins”: Sea View Guaranteed Cabin (“VZ”) / Solo Sea View (“V1”) / The Sea View (“VW”)

MetaCategory: “Sea Terrace Cabins”: Sea Terrace Guaranteed Cabin (“TZ”) / Ltd View Sea Terrace (“TL”) / The Sea Terrace (“TR”) / Central Sea Terrace (“TC”) / XL Sea Terrace (“TX”)

MetaCategory: “RockStar Quarters”: Rockstar Guaranteed Suite (“RZ”) / Sweet Aft – Pretty Big Terrace (“SS”) / Sweet Aft – Even Bigger Terrace (“SAP”) / Sweet Aft – Biggest Terrace (“SAE”) / Seriously Suite (“SAB”) / Cheeky Corner Suite – Pretty Big Terrace (“SCP”) / Cheeky Corner Suite – Even Bigger Terrace (“SCE”) / Cheeky Corner Suite – Biggest Terrace (“SCB”) / Brilliant Suite (SB)

MetaCategory: “MegaRockStar Quarters”: Mega Rockstar Guaranteed Suite (“MZ”) / Gorgeous Suite (“SG”) / Posh Suite (SP”) / Fab Suite (SF”) / Massive Suite (“SM”)

In exchange for the reduced price and chance for upgrade, there are restrictions imposed:

1.6.4 Once your cabin has been allocated to you as a Lock It In Guaranteed Booking, we are unable to accept any changes requested by you.

1.6.5 Your ability to change Cruises is affected: you are restricted from changing your sail date, and you will not get a future voyage credit if you do.

1.6.6 You may not know your cabin until your sail date. This is because we may assign your cabin up to (and including) the day you actually sail.

By way of example, if you book a “Sea Terrace (“TZ”)” cabin as a Lock It In Guaranteed Booking, you (1) will pay a lower price than you would otherwise, and (2) you may be upgraded to a “XL Sea Terrace (“TX”)” or even one of the “Rockstar Quarters.” However, (3) you are locked-in to that Cruise date and (4) you may not know your cabin until you check in on your sail date.

If you have a specific requirement regarding your cabin, or cabin location, or are travelling with family or friends you want to be near, then we suggest you do not book as a Lock It In Guaranteed Booking. At times, we may extend other promotional guaranteed booking offers. Cabin layouts and benefits vary by category. If you book two or more Cruises to be taken back to back and either one or all the Cruises are booked as a Lock It In Guaranteed Booking there is the possibility that you will be allocated different cabins/suites on each Cruise, therefore requiring a move between cabins/suites on the changeover day between your back to back Cruises.

1.7 PRICE CHANGES We reserve the right to increase or decrease the prices of unsold holidays at any time. The price of your holiday will be confirmed in accordance with section 1.2 above. Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, your price is locked in - we will absorb, and you will not be charged for, any increase of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. We reserve the right to correct errors in both advertised and confirmed prices prior to your receipt of the Booking Confirmation email or in instances of obvious mistake. We will do so as soon as we become aware of the error. Please note: changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. Please note as well that any changes you make to your booking may result in a change in price explained in section 1.10.

1.8 CANCELLATION BY A PASSENGER If you or anybody travelling with you wishes to cancel either your/their holiday, you must [Contact Us](#) (if booking direct) or your Travel Agent and give notice of the cancellation information. The holiday will only be cancelled on the date we receive the notice of cancellation.

Conditions valid for reservations made from 27 May 2024 onwards

DEPOSIT: 200€ per person in categories up to Rockstars; 550€ per person in Rockstars.

FINAL PAYMENT DATE: 75 days before departure date.

CANCELLATIONS: No amount paid is refundable.

TRIP CHANGE: Up to 46 days prior to departure date: it is allowed to change the trip from the original booking to a new trip by transferring the amount paid. The new trip must have a departure date up to 1 year after the start date of the original trip. The new trip will be subject to the price and conditions in effect on the date of booking of the original trip.

NAME CHANGES: Any name change is permitted up to 4 days prior to departure date.

OPTION PERIOD: Bookings made prior to final payment date: option period 5 days from the day of booking. If the 5th day falls on a Saturday, Sunday or national holiday, the option period will be changed to the next working day (maximum 7 days from the day of booking).

Reservations made during the final payment period: option period of 2 days from the day of the reservation. If the 2nd day falls on a Saturday, Sunday or national holiday, it will be changed to the next working day (with a maximum option period of 4 days from the day of the reservation).

Conditions valid for reservations made until May 27, 2024.

DEPOSIT: 200€ per person in categories up to Rockstars; 550€ per person in Rockstars.

FINAL PAYMENT DATE: 125 days before departure date. CANCELLATIONS: No amount paid is refundable.

TRIP CHANGE: up to 46 days prior to departure date: it is allowed to change the trip from the original booking to a new trip by transferring the amount paid. The new trip must have a departure date up to 1 year after the start date of the original trip. The new trip will be subject to the price and conditions in effect on the date of booking of the original trip.

NAME CHANGES: Any name change is permitted up to 48 hours prior to departure date.

OPTION PERIOD: Bookings made prior to final payment date: option period 5 days from the day of booking. If the 5th day falls on a Saturday, Sunday or national holiday, the option period will be changed to the next working day (with a maximum of 7 days from the day of booking).

Reservations made during the final payment period: option period of 2 days from the day of the reservation. If the 2nd day falls on a Saturday, Sunday or national holiday, the option period is changed to the next working day (with a maximum option period of 4 days from the day of the reservation).

Depending on the reason for cancellation, you may be able to reclaim any unrefunded money (less any applicable excess) under the terms of your travel insurance policy. Claims must be made directly to your insurance company.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you at the applicable higher price.

In addition to the cancellation rights above, you have the right to cancel your package before the start of the booking without paying any charges in the event of unavoidable or extraordinary circumstances occurring at the place of destination or its immediate vicinity and they significantly affect the performance of the package or affect the carriage of passengers to the destination. In such circumstances, you will be entitled to a full refund of any payments made in relation to your booking but shall not be entitled to additional compensation.

1.9 CHANGE TO A BOOKING BY A GUEST If, after our booking confirmation email has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Should you wish to make any changes to your confirmed holiday, you or your Travel Agent must notify our **Booking department (+34 91 290 1845) (+351 308 803 174) (+52 55 4741 1391) or send an email to virginvoyages@mundomarcrueros.com** as soon as possible.

1.10 Your Cruise date can be changed 47 days or more from the sailing date. No change fees will be charged. The new Cruise date must be within one (1) year of the original Cruise date. A Cruise date cannot be changed 47 days or less to the sailing date. If you request a change in this time frame, this will be treated as a cancellation of your original booking and cancellation impact will be as set out in section 1.9, though you can give your booking to someone else up to 48 hours before the sail date. See further down in this section 1.10. We will notify you of any associated fees in making a change upon receipt of your request to change.

Per Person Taxes & Fees will be collected or refunded to original credit card(s) on file if taxes & fees on the new Cruise date differ from the original. No refunds will be given for guests not travelling or for unused services.

If you or any of the persons travelling with you are prevented from taking the holiday, you/they may give your/their place on the booking to someone else provided such person meets the conditions in these Conditions of Carriage – in this sense you can give, sell, or transfer your booking to another person. In this situation, providing we are given at least 48 hours' notice of your wish to make the change, we will permit the name change and no associated fees will be charged by us. Notice may be given to **our Booking Department (+34 91 290 1845) (+351 308 803 174) (+52 55 4741 1391) or send an email to virginvoyages@mundomarcrueros.com**. Please be aware that any associated airline and flight routing may differ from the original assignment due to this name change. In the event there are any increased costs in making such changes e.g., flight cancellation and rebooking fees, administrative fees or other charges or costs deriving from such transfer, you and the other party shall be jointly liable to pay those fees, charges or costs. Both the person who was originally due to take the holiday and the person who actually does so must make sure that the administration fee and any charges/costs (see below) as well as any amount still due to be paid for the holiday is paid as required before any change can be made.

Please note that any amendments for hotels may result in the loss of the amount that was collected at the time of booking for this additional component. You will be responsible for any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

Note that suppliers may not allow name changes and the booking may need to be cancelled and rebooked. A rebooking will always be subject to availability and to payment of any charges imposed by the supplier which may, in some cases, be the full cost of the ticket.

1.11 TRAVEL INSURANCE Guests are strongly urged to purchase adequate personal travel insurance before departure. As a minimum, you should have coverage for the cost of cancellation by yourself and the cost of medical treatment and assistance, including repatriation, in the event of accident or illness. It is your responsibility to make sure that the insurance you purchase is suitable and adequate for your particular needs and to purchase additional or alternative insurance if required. We do not offer travel insurance; you must contact your Travel Agent or an independent insurance broker for details and purchase of suitable policies. Please read your policy details carefully and bring your policy with you. If you choose to travel without adequate insurance cover, we may not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

2. BEFORE YOU LEAVE HOME

2.1 VALUABLE OR IMPORTANT ITEMS We strongly urge you to not bring valuable and important items, for example, monies, negotiable securities, precious metal items, art, jewelry, fragile items, important travel and other documents, video/camera/laptop/mobile phone etc. (collectively, “**Valuables**”), on your holiday. If you do, they should be carried by hand and not packed in your luggage. Once onboard please ensure your Valuables are not left unsecured in your cabin or elsewhere onboard the Ship. Special care must be taken of such items and we kindly ask you to make use of the cabin safes for any Valuables. We shall not be liable for loss or damage to any Valuables. Where there is liability for loss of or damage to valuables deposited with the ship then such liability is limited as provided in section 5.8. If you discover the loss, delay, or damage when onboard, you must immediately report it to **Shipboard Sailor Services**. The time limits for notifying any loss, delay, or damage, are as follows:

- We and the supplier of the service concerned (if it is not us) must be notified of any apparent damage or delay before or, at latest, at the time of departure from the Ship or, for other services, whilst using or at the end of using those services.
- We and the supplier of the service concerned (if it is not us) must be notified of any loss, damage, or delay, which is not apparent, within 15 days of departure from the Ship or 15 days from the end of your using the service in question.

In the event you do not notify us within these time limits, our ability to investigate the loss, delay or damage may be affected and may impact how we are able to deal with the complaint. In all cases, you must give credit for payments received from any airline and/or other supplier in connection with your claim. We may also ask you for the details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any/all insurance companies.

2.2 PROHIBITED ITEMS You must not pack in any luggage or bring onboard any item specified as dangerous or illegal (for example: guns, explosives, drugs, animals, knives (ceremonial or other), flammable items, drones, etc.). In addition, we may specify other items which you must not bring with you and may also refuse to allow you to take onboard any item which we consider being inappropriate. If we or the Master of the Ship have reason to believe that any cabin may contain any item or substance which should not have been brought onboard, the Master or an authorised crew member has the right to enter and search the cabin concerned and seize any such item or substance. We will also contact law enforcement if we find any illegal items.

2.3 LOST, DELAYED OR DAMAGED PROPERTY This section applies to any loss, delay or damage to property which occurs during your Cruise or whilst getting on or off the Ship or whilst using any services provided or arranged by us. It is your responsibility to remove all of your belongings from your cabin when you depart the Ship after the Cruise. If an item is left onboard, whilst we will assist you in trying to recover the item, if we are unable to do so, we cannot be held responsible and we will refer you to your travel insurance to make a claim for the item. You must tell us about the problem as soon as possible. If you discover the loss, delay or damage when onboard, you must immediately report it to **Shipboard Sailor Services**. The time limits for notifying any loss, delay or damage, and the maximum amount payable by us or the supplier concerned under the Athens Convention 1974 and where applicable The Athens Convention 2002 are as follows:

- Any damage or delay, which is apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) before or, at latest, at the time of departure from the Ship or, for other services, whilst using or at the end of using those services.
- Any loss, damage or delay, which is not apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) within 15 days of departure from the Ship or the end of your using the service in question.

In the event you do not notify us within these time limits, our ability to investigate the loss, delay or damage may be affected and may impact how we are able to deal with the complaint.

If you can prove that the damage, delay or loss was our fault or the fault of the supplier of a service that we agreed to arrange as part of your holiday, we will compensate you for the loss or damage you can prove you have suffered as a result, subject to and in accordance with The Athens Convention. However, the maximum we will have to pay you for any damage, delay or loss in these circumstances is the maximum which is payable in respect of cabin luggage under The Athens Convention. This will also be the case where any property is damaged, delayed or lost whilst not onboard or getting on or off the Ship but using other services (apart from air travel) which form part of the holiday we have contractually agreed to provide.

In all cases, you must give credit for payments received from any airline and/or other supplier in connection with your claim. We may also ask you for details of any relevant insurance coverage you hold. In appropriate cases we are entitled to reduce your claim by the amount received from any/all insurance companies.

2.4 RESERVED.

2.5 LUGGAGE ALLOWANCE We have no luggage allowance—but storage in our cabins is limited. Every piece of baggage must be distinctly labeled with the Guest's name, Ship's name, cabin number, and sailing date. Note that airlines impose their own baggage allowance, with which you must also comply. We strongly recommend that you check with your airline directly for confirmation of your baggage allowance as allowances vary from airline to airline and excess luggage fees may apply. All luggage allowances are subject to variation by the airline concerned and you may be charged additional costs by the airline for excess luggage.

2.6 TRAVEL DOCUMENTS: PASSPORTS, VISAS AND TRAVEL ADVICE

It is your responsibility to check and fulfil the passport, visa, health (including vaccinations) and immigration requirements applicable to your itinerary and for all ports of call on the Ship's itinerary for you and all persons named on your booking. We are not responsible for your compliance with your specific passport and visa requirements, and other immigration requirements and you should confirm these with the relevant embassies and/or consulates.

At check-in you must present a valid Passport and any visa, entry or exit permit, or other documentation required by any port on the Ship's itinerary. We reserve the right to check and record details of such documentation and visas in accordance with our Virgin Voyages [Privacy Notice](#) and Mundomar Cruceros Privacy Notice. We make no representation and give no warranties as to the

correctness of any documentation and/or visas which are checked.

The Guest shall be liable to us for any fines or penalties imposed on the Ship or us by any authorities for the Guest's failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.

You must ensure that your full name is exactly the same as it appears on the booking confirmation email as in your passport. If there is any difference you may be refused entry onto your Cruise. Passport and visa requirements may change and vary by destination. Appropriate valid travel documents such as passports, visas, and vaccine certificates are required for boarding and re-entry into most countries. Guests who do not possess the proper documentation may be prevented from boarding the ship or from entering a country and may be subject to fines. No refunds will be given to individuals who fail to bring proper documentation. Certain port authorities may from time to time ask to see photo identification when you depart the ship during the Cruise. We urge you to take a photocopy of your passport in addition to your passport itself with you on your Cruise, and to carry the photocopy with you each time you depart the ship, separate to your passport, in order to minimise potential inconvenience in a foreign country and to help with any situation where a passport is lost or stolen. These requirements should act as a guide only and are subject to change at any time. For updated advice please [Contact Us](#) or with your Travel Agent.

2.7 HEALTH REQUIREMENTS You must ensure that you are medically and physically fit for travel, and that such travelling will not endanger yourself or anyone else. Please contact your general practitioner for advice and the most up-to-date health requirements for all destinations featured at least eight (8) weeks prior to travel. Virgin Voyages welcomes pregnant Guests but will not accept Guests who will enter their 24th week of pregnancy by the beginning of, or at any time during their Cruise or Cruise tour. Please check our website for full details. To ensure a healthy sailing, Guests may be required to provide health information or to be medically tested as a condition to boarding the Ship or continuing the Cruise at any point. We may request Guests complete a short questionnaire at the port of embarkation to confirm if they are suffering from or showing symptoms of gastrointestinal type illness or other illnesses that spread easily from person to person. Any Guest may be required to submit a negative contagious disease (e.g., COVID-19) test result before departure and to undergo testing at a terminal and during voyage in the sole discretion of the Carrier. We have a medical facility on all of our Ships to assist you if you feel unwell on your Cruise. We strongly recommend you visit the medical facility if you are feeling unwell especially in the event of any gastrointestinal illness, such as diarrhea or vomiting. In such circumstances, please contact the medical facility immediately and follow any advice or instructions given to you by its medical

personnel. Where necessary, if your condition is deemed contagious, you may be confined to your cabin to avoid your condition spreading to other Guests onboard. Non-compliance with the instructions of the Ship's medical personnel is contrary to our **Guest Conduct, Safety, & Security Policies** and could lead to your removal from the Ship at the next port of call in accordance with that policy. For full details of the **Guest Conduct, Safety, & Security Policies** see below. You are placed on notice that thermographs may be positioned at terminals and throughout the Vessel to monitor the temperature of Guests and our crew should a public health threat arise. If we deploy thermographs we will use them to take your temperature before boarding and as you walk around the Ship at select locations. We will hold this data for the duration of the Cruise, and the data will be purged at the end of the Cruise. Data may not be purged at the end of the Cruise if an outbreak occurs or if you get sick, but we will hold it no longer than needed.

3. RESERVED.

4. EMBARKATION & ONBOARD SHIP

4.1 CHECKING IN. You must present yourself for boarding no earlier than the arrival time slot set forth in your "Ready to Sail" mobile application, and no later than necessary to be able to be on board the Vessel, which is three hours before the scheduled departure at the port of embarkation, to complete any pre-boarding procedure and security inspections. At ports of call, you must be on board the Vessel at least one hour before scheduled departure, or as promulgated during the cruise.

4.2 DINING ARRANGEMENTS There is no main dining room on our Ships. All meals are served at our restaurants. There is no assigned seating. The price of the restaurants is included in your fare. There are no upcharges for specialty restaurants. Restaurant hours extend well into the night. Though walk-ups are allowed and will be based on availability, we encourage a reservation prior to boarding. Conversely, you may take any meals in your cabin or elsewhere around the Ship, though a delivery fee applies.

4.3 SPECIAL DIETS We will work to accommodate the following special diets onboard: vegetarian, diabetic, low fat, low- sodium, low cholesterol diets. We aren't able to accommodate meals due to religious beliefs. Other special diets may be available upon advanced request. Please submit your dietary request giving as much detail as possible as to your particular requirements as per 5.2 below. [Contact with Mundomar Cruceros](#) further information and mention your special diets to the waiters in the restaurants..

4.4 SPECIAL SERVICES / REQUIREMENTS See section 5.2. Should your needs change onboard contact Shipboard Sailor Services and we will make reasonable efforts to assist you at that time.

4.5 CONSUMPTION OF ALCOHOL ONBOARD Guests must be 21 years old to drink or possess alcoholic beverages when in the internal waters or territorial seas of the United States; otherwise a Guest must be at least 18 years old. Guests are prohibited from bringing alcoholic beverages on board with the following exception: at the beginning of the Cruise during embarkation day Guests 21 years of age and older may bring in their carry-on baggage two 750 ml bottles of sealed/unopened wine or champagne per person. A \$20 corkage fee (a charge exacted at a restaurant for every bottle of wine served that was not bought on the premises) per 750 ml bottle will be charged should Guests wish to consume their wine or champagne in a restaurant or bar. Guests are also prohibited from bringing water, sodas and other non-alcoholic beverages on board that are packaged in bottles. A small quantity of nonalcoholic beverages (i.e., sparkling water, sodas, juice, milk) packaged in cans or cartons may be brought on board on embarkation day, only if carried on in Guests' hand baggage (not in checked baggage). A small quantity is considered a maximum of 12 sealed, unopened cans / cartons of 12 ounces each or less per person. No plastic containers are permitted. Any hard liquor, beer, other forms of alcoholic beverage, and non-alcoholic beverages, outside of the exceptions referenced to herein, are strictly prohibited in both carry-on and checked baggage. Such items will

be confiscated and discarded and no compensation will be provided. Alcoholic beverages purchased in the Ship's gift shops or at a port of call will be retained by Carrier until the end of the Cruise. Security may inspect containers (water bottles, soda bottles, mouthwash, luggage etc.) and will dispose of containers holding alcohol. Our **Guest Conduct, Safety, & Security Policies** may be enforced, up to and including disembarkation, if a Guest violates any alcohol policy. Guests under 21 are not permitted to possess alcohol at embarkation or disembarkation or in the United States' territorial seas. If you violate any alcohol policies, (e.g., over consume, demonstrate irresponsible behaviour, or attempt to conceal alcoholic items at security and or luggage check points or any other time), you may be disembarked or not allowed to board, at your own expense, in accordance with our **Guest Conduct, Safety, & Security Policies**. We reserve the right to revoke or otherwise restrict drinking privileges of any Guest. Additional policies for groups are located in the respective group agreement and are enforced without exception.

4.6 SHORE EXCURSIONS AND ACTIVITIES Our descriptions may refer to activities available in the ports you are visiting. We have no responsibility for any such activities, which are neither run, supervised nor controlled in any way by us. These activities are provided by local operators who are entirely independent of us. We facilitate your consideration of their offered activities as a convenience to you. They do not form any part of your package or contract with us even where we suggest particular operators/centres and/or assist you in booking such activities in any way unless they are expressly booked as part of your package holiday. Accordingly, we cannot accept any liability in relation to such activities and the acceptance of liability contained in section

5.7 of these Conditions of Carriage do not apply to them. We cannot guarantee accuracy at all times of information given in relation to such activities or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract or your package will take place as these services are not under our control. If you feel that any of the activities mentioned, which are not part of our contract or your package, are vital to the enjoyment of your holiday, [Contact Us](#) immediately and we will tell you the latest known situation. If we become aware of any material alterations to resorts/area information and or such outside activities which can reasonably be expected to affect your decision to book a holiday with us we will pass this information at the time of the booking. Special arrangements for those Guests with reduced mobility or disability may be available on certain shore excursions that have been risk assessed as suitable. For details including any cost consequences for making those special arrangements, please [contact](#) us by our page or by telephone at with details of any special requirements. Where applicable, please also provide wheelchair/scooter dimensions, weight and battery type. Tours involving flights, special events, overland and hotel stays can result in costs to us and may be subject to a cancellation fee.

4.7 TRAVELER ASSISTANCE If you are in difficulty while on holiday and require assistance with health services, local authorities or consular assistance, please contact with [Virgin Voyages](#) or call us at **0203 003 4919** (from overseas, additional call charges may apply). We may charge a reasonable fee for such services. If already onboard please refer to the **Shipboard Sailor**

Services desk, the Shipboard emergency number (available in your cabin) or the Medical Centre.

4.8 PHOTOGRAPHS/DIGITAL RECORDINGS For the safety and security of Guests, we use closed circuit television ("CCTV") or other surveillance means onboard the ship. We also deploy body cameras on our Security Team members, which will record interactions with Guests and crew. CCTV and body camera footage may be retained and provided to police or other law enforcement, crime prevention, or regulatory agencies (in any jurisdiction) to detect or prevent crimes, assist in investigations, and apprehend and prosecute offenders. Additionally, there are photographers and camera crew on board the Ship taking photographs and making videos for Guests to purchase at the end of the Cruise provided that the relevant individuals agree to the foregoing. We may desire to use such imagery/footage in our marketing or promotional materials in print, on television, on our website, on our social media sites, or other media. Our [Privacy Notice](#) applies.

5. ADDITIONAL INFORMATION

5.1 GROUP TRAVEL Please consult your Travel Agent or us directly for deposit, payment, cancellation and other information for group travel, or what we call "Circles." Additional terms and conditions, and benefits, for those travelling in Circles apply.

5.2 GUESTS WITH SPECIAL NEEDS Please advise your Travel Agent or our **Shoreside Sailor Services** when you book of any special services, needs, or requirements you may have relating to accommodation, seating, or services on your holiday, including medical assistance or a requirement to bring medical equipment onto the Ship at the time of booking e.g., service animals, assistance at the port or on board, or relating to Ship or hotel accommodation. If you do not tell us at time of booking, please contact our **Booking Department (+34 91 290 1845) (+351 308 803 174) (+52 55 4741 1391) or send an email to virginvoyages@mundomarcruceros.com** as soon as practicable. If you would like to bring a motorised wheelchair onboard you **must** contact with us to provide the dimensions, as size limitation may apply and we may not be able to accommodate this request. We ask that you notify us of any medical or physical condition which will or may require medical treatment or attention during your holiday or which may or will affect your holiday in any way (including your use of any services or facilities) in order that we can prepare accordingly and make reasonable efforts to safely accommodate you. We also endeavour to accommodate special dietary requirements – see section 4.2.

We seek to assist those Guests with a disability or reduced mobility by making reasonable endeavours to accommodate those with special services/assistance requirements. For those with a disability or reduced mobility we will seek to ensure comfortable travel through piers and onboard by liaising with port agents, hotels, transport companies and of course our Ships to make any reasonable and necessary arrangements for assistance for genuine medical reasons. Certain conditions (for example, use of tenders or some shore excursions) may nonetheless prevent Guests with wheelchairs from going ashore at certain ports of call.

Except as set out below, our Ships have a limited number of accessible cabins, equipped with features designed to help Guests with a mobility disability who may find a non-accessible cabin restrictive. We reserve the right to reassign Guests to a standard cabin where there is no genuine medical need for an accessible cabin or cancel the booking, in order to ensure the above. Guests who use wheelchairs must provide their own collapsible wheelchair and may find certain areas of the Ship inaccessible. Guests affected by a disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance. We regret

we must reserve the right to refuse to allow anyone to travel in accordance with [Regulation EU No 1177/2010](#). This includes a refusal in order to meet safety requirements established by international, union or national law or those competent authorities, or where the design of the Ship or port infrastructure (including terminals) and equipment makes it impossible to carry out the embarkation, disembarkation or carriage of a Guest in a safe or operationally feasible manner.

Based on the information you provide about any special services, needs, or requirements you may have, we will assess the suitability of the trip based on those needs to ensure you are reasonably safe whilst in our care. If we consider that, because of your special needs, your booked holiday is unsuitable, we will contact you as soon as possible after you have provided information to us about your needs to explain our reasons and assess any possible alternatives. Not meeting any special request for legitimate reasons will not be a breach of this contract. If a special request can only be met at an additional cost, except where contrary to the requirements of applicable law, that cost will either be invoiced prior to departure or will be payable locally. Confirmation that a special request has been noted and passed on to the supplier or the inclusion of the special request on your Booking Confirmation e-mail or any other documentation is not confirmation that the request will be met. Unless specifically agreed by us at the time of booking and confirmed by email or letter, we cannot accept any booking that is conditional on a special request being satisfied.

For all potential Guests considering cruising with us, please feel free to [Contact Us](#) in advance of making a booking to discuss any special needs. We can then advise on an informal basis if we consider your chosen Cruise is suitable. Please note that any sensitive personal information you provide to us will be treated in the strictest confidence.

5.3 AGE POLICY Guests must be 18 or older to embark our ship for avoyage.

5.4 ADVANCED OR DELAYED SAILINGS AND CHANGES IN THE ITINERARY We cannot guarantee that Ships will call at every advertised port or follow every part of the itinerary. Itineraries may change from time to time, both before and after your sailing departs. Virgin Voyages and the Master of the Ship have the right to omit or substitute any port(s), call at any additional port(s), vary the order of call for ports, change the time of arrival at, departure from or time spent at any port of call, deviate from the advertised itinerary in any way or substitute another Ship. Where possible, you will be advised of any significant changes to your confirmed itinerary before departure— see section 5.5. Changes to the last confirmed itinerary for your Cruise may become necessary after you have departed for a variety of reasons such as prevailing weather and sea conditions, Guest emergencies, providing assistance to other vessels, and the Ship being unable to operate at its normal speed(s) due to unexpected mechanical or technical problems. We will of course do our best to avoid any changes that will have a significant detrimental effect on your last confirmed itinerary. Please see section 5.10 for more on such changes.

5.5 CHANGES OR CANCELLATIONS BY US Occasionally, we have to make changes to or correct errors in our Conditions of Carriage or the website and other details both before, and after, bookings have been confirmed and, even more rarely, cancel confirmed bookings. There may be a requirement to carry out maintenance or construction works on your Cruise. Where the works are likely to seriously impair your holiday, we will notify you as soon as possible. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so. If we have to make a significant change or cancel, we will tell you as soon as possible. For significant changes, if there is time to do so before departure, we will offer you the choice of the following options:

A. accepting the changed arrangements

B. purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday amount if the Guest has paid in full. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then- available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper.

C. cancelling or accepting the cancellation, in which case you will receive a refund of all monies you have paid to us within 14 days of such cancellation.

You must notify us of your decision in writing or via your Travel Agent within seven (7) days of receiving the notification of change. A failure to revert within this period will result in the change being accepted and any cancellations after this period shall attract cancellation charges in accordance with section 1.9 without any compensation payable by us.

If you decide to reject the proposed change and terminate your booking with a full refund, you may also be entitled to compensation in accordance with section 5.7 below.

Please note: the above options are not available where any change made is a minor one. We reserve the right to make minor changes at any time without incurring any liability to you.

A significant change is a change to your confirmed holiday, which we can reasonably expect will have a significant effect on it. Examples of significant and minor (defined below) changes follow. Examples of a **significant change**: a change from two days' port of calls to two days sailing instead; and a change in departure airport (excluding changes between local airports). Examples of a **minor change**: a change from one port of call to another; a change from one day's port of call to one day sailing; a change in timings for any port(s) of call but the Ship still calls at all confirmed ports; and a change in order of ports that are visited.

We will not pay you compensation and the options set out above will not be available if we make any change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

OUR RESPONSIBILITY FOR THE PERFORMANCE OF YOUR BOOKING

We have a liability to you where we are the Organiser of your package for the performance of the travel services included in your package booking with us, even if some travel services are to be performed by other suppliers.

Very rarely, we may be forced to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but in such event you must tell us immediately of any failure to perform or improper performance ('Failure') of your package. This will give us the opportunity to resolve the Failure whilst you are on your holiday. If we refuse to

do so, or if you need the Failure resolved immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a refund/price reduction or compensation in accordance with section 5.7.

If a significant proportion of the travel services included in your package cannot be provided as agreed in the booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the package. The alternative arrangements shall, where possible, be of equivalent or higher quality than those specified in your booking. Where they are of lower quality you will be entitled to a price reduction as described in section 5.7 below. You may only reject the alternative arrangements we offer to you if they are not comparable to what was agreed in the booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with section 5.7.

If a Failure substantially affects the performance of your package, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your package or terminate your booking without paying a termination fee. If you decide to terminate, then if your package included carriage to the destination, we shall also repatriate you with equivalent transport without undue delay back to your place of departure and at no extra cost to you. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with section 5.7.

5.6 OUR RIGHT TO REFUSE TRAVEL If in our reasonable opinion or the reasonable opinion of the Ship's Master or doctor, you are or appear to be unfit to travel for any reason, to include presenting a risk or danger to yourself or others, you behave in such a way as to cause or likely to cause danger, upset, or distress to any third party, a danger to property, or if you lack proper documentation, we are entitled without prior notice to refuse to allow you to travel on our Ship and to terminate your Cruise holiday. You may then be left at any port or place at which the Ship calls without us incurring any liability. You will have to pay any costs, expenses or losses suffered as a result, and we will not pay any compensation or give you any refund. Once your holiday has been terminated in this manner, we will not have any further responsibility towards you. To ensure a healthy sailing, we may also request that Guests who arrive at check in and are showing symptoms of gastrointestinal type illness, flu-like illness, or other illnesses that spread easily from person to person, to consult our medical staff and may have to reschedule their Cruise or agree to quarantine for a period of time. The same right to refuse to allow you to travel or to use any services applies where you violate our **Guest Conduct, Safety, & Security Policies** during any other part of your holiday. If you have failed to give proper notice of any assistance or needs you require in accordance with section 5.2 and in accordance with [Regulation EU No 1177/2010](#), we reserve the right to refuse to allow you to travel. Please also see section 1.3. Important: A violation of our **Guest Conduct, Safety, & Security Policies** is cause for appropriate corrective action, including confiscation of improper materials or items, disembarkation from the Ship, refusal to allow future travel, and/or termination of future Cruise bookings.

5.7 OUR LIABILITY TOWARDS GUESTS Subject to section 5.8 below we promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Conditions of Carriage and any mandatory applicable law, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. It is your

responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time and acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (a) The act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or
- (b) The act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances.

You are entitled to an appropriate refund or price reduction for any period during which there is a Failure of a travel service included in your booking, unless this Failure is attributable to you. In addition, you are entitled to receive appropriate compensation from us for any damage you sustain as a result of a Failure of a travel service included in your booking except where the Failure is attributable to (a), (b) or (c) above. If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.

We cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen what you would suffer or incur. We cannot accept liability for any business losses. We cannot accept responsibility for any services that do not form part of your holiday. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website, and we have not otherwise agreed to arrange them. In addition, regardless of any wording used by us on our website, in any of our advertisements or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. The promises we make to you about the services we have agreed to provide or arrange as part of our contract and the laws and regulations of the country in which your claim or complaint occurred will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local standards, laws and regulations applicable to those services at the time, the services will be treated as having been properly provided.

5.8 OUR LIMIT OF LIABILITY TOWARDS GUESTS The provisions of the Convention relating to the Carriage of Passengers and their Luggage by Sea 2002 ('The Athens Convention') applies to your Cruise as well as the process of getting on and/or off the Ship. For any claim involving death or personal injury or delay of or loss of or damage to luggage the only

liability we have to you is in accordance with The Athens Convention. This means you are not entitled to make any claim against us which is not expressly permitted by The Athens Convention or which is in excess of the limits provided by The Athens Convention. Any claims covered under The Athens Convention must be made within the time limits set out in The Athens Convention. The Athens Convention limits the maximum amount we as the carrier have to pay if found liable in the event of death or personal injury and for claims concerning luggage and valuables. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the International Convention or Regulation which applies to the travel arrangements or hotel stay in question (for example, the [Warsaw Convention](#) as amended or unamended and the [Montreal Convention](#) for international travel by air, and the [Regulation EC No 889/2002 on Air Carrier Liability](#) or national and international travel by air).

Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money that you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request and are linked-to above. The Conventions are valued in “Special Drawing Rights” or “SDRs”, which is a reserve asset administered by the International Monetary Fund. SDRs are convertible to national currency, such as the Euro. The current maximum limits that apply under the Athens Convention in the event of our liability for death or personal injury caused by a shipping incident is 250,000 SDRs (approximately €310,000) unless such is caused by an act of war, natural phenomenon, civil war, terrorism or any other exception set out in the Athens Convention. Where we are found to have been negligent this limit is increased to 400,000 SDRs (approximately €500,000). The limit of our liability for death and personal injury for non-shipping incidents is limited to 400,000 SDRs (approximately €500,000). In the event of our liability for damage and loss to baggage, where baggage or property is deposited with the Ship, the limit of our liability is 3,375 SDRs (approximately €4,200) and for damage and loss to cabin luggage this is limited 2,250 SDRs (approximately €2,800), unless otherwise agreed in section 2.1. Virgin Voyages shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the vessel’s flag in respect of/or the global limitation on damages recoverable from the Carrier). Nothing in these Conditions of Carriage is intended to operate to limit or deprive the Company and the Carrier of any such statutory or otherwise limitation or exoneration or liability. Our servant and/or agents shall have the full benefit of all such provisions relating to the limitation of liability. If any claim is brought against us in any jurisdiction where the applicable exemptions and limitations incorporated in Conditions of Carriage are held to be legally unenforceable then we shall not be liable for death, injury, illness, damage, delay or other loss or detriment to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by our own negligence or fault.

5.9 COMPLAINT REPORTING In the unlikely event you have a reason to complain whilst away during your cruise, you must immediately notify **Shipboard Sailor Services** or your Travel Agent if onboard the Ship and the supplier of the service(s) in question (if not us). This is to ensure we have the opportunity to address and to attempt to resolve the issue. Any verbal complaint must be put in writing and given to the supplier the services (if applicable) and us as soon as possible. If a problem cannot be resolved to your satisfaction and you wish to follow this up on your return, or there is of any lack of conformity you perceive in the performance of the travel booked through Virgin Voyages, contact our **Shoreside Sailor Services** at our [Contact Us](#) page or by phone at **0203 003 4919** or by post: **1000 S. Pine Island Road, Suite 600, Plantation FL USA 33324, Attn: Sailor Services** or your

Travel Agent. Please note: we are able to deal with correspondence sent by email quicker than if sent by post. You must give your booking number and full details of your complaint within 28 days of your return from holiday unless a different time limit applies to your claim – see sections 2.1, 2.3, 2.4 and 5.8. We will only accept complaints from the lead name of a booking. If your complaint is written on behalf of other members of your travel party, their full names and booking reference numbers must be clearly stated in the correspondence together with a statement granting their authority for you to handle the complaint on their behalf. If you fail to follow this simple complaint procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result. We can only pay you compensation if the following conditions are met: if asked to do so, the person(s) affected must transfer to us any rights they have against the supplier or whoever else is responsible for your claim and complaint. If we can’t resolve your complaint, you can access the European Commission Online Dispute Resolution (ODR) platform at <https://ec.europa.eu/consumers/odr>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

These Conditions of Carriage shall be governed and construed in accordance with [English] law. However, this does not exclude any mandatory legal rights you may have in your country of residence, where we are not allowed to exclude such as a matter of law. The [English] courts will have jurisdiction, but this does not affect your ability to make a claim in your country of residence where you have this right.

5.10 CIRCUMSTANCES OUTSIDE OUR CONTROL In the event of unavoidable or extraordinary circumstances such that we cannot guarantee your timely return home from your Cruise holiday, Virgin Voyages will be responsible for necessary accommodation for a period not exceeding three nights per traveller. Such limits may vary with regard to persons with reduced mobility, pregnant travelers, and those with specific medical needs who have made us aware of their needs at least 48 hours prior to travel. If a longer period of accommodation than that referred to above is provided for in European Union passenger rights legislation (as described in the Package Travel Regulations) concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described above in the event of unavoidable or extraordinary circumstances, then the limits set out in such legislation will apply instead. Likewise, if unavoidable or extraordinary circumstances require us to cancel your booking, and we notify you of this without undue delay before the start of your holiday, we will have no liability to you save for a refund of the amount paid for the holiday within 14 days. We will not be deemed to have unduly delayed advising you of the cancellation 7 days before the start of the package in the case of trips lasting between 2 and 6 days, and 48 hours before the start of the package in the case of trips lasting less than 2 days.

5.11 PRICE & INFORMATION ACCURACY Although we make every effort to ensure the accuracy of the website information and pricing, regrettably errors can occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us both at the time of booking and upon receipt of the Booking Confirmation email.

5.12 OTHER CONDITIONS TO YOUR HOLIDAY Airlines, hotels, lodges, rental companies and our other suppliers have their own terms and conditions, which will apply to your holiday. We strongly recommend that you refer to these. Some of these conditions may limit or exclude the airline's or other supplier's liability to you, often in accordance with International Conventions. Copies will be available from our suppliers.

5.13 PROTECTION OF YOUR FARES/INSOLVENCY PROTECTION

A. Reserved.

B. Cruise-Only Holidays. Where we are the Organiser of your package, we are required to provide security for the monies that you pay to us and for your repatriation (if carriage of passengers is included in the package) in the event of our insolvency. We have arranged full financial protection for your package through the Swedish Kammarkollegiet by way of a travel guarantee bond. You may contact the Kammarkollegiet (Kammarkollegiet, Slottsbacken 6, 111 30 Stockholm, Sweden, +46- (0)8-700 08 00 email: registratur@kammarkollegiet.se website: <https://www.kammarkollegiet.se>) in the event of Virgin Voyage's insolvency.

C. Cruise-Only Holidays plus Other Services Arranged By Your Travel Organizer You may book a Virgin Voyages Cruise- only holiday in conjunction with other services (such as flights, onshore accommodation, and/or ground transfers) that are arranged or provided by a Travel Agent. In this situation, , the Organizer of your entire package, including the Cruise and all other such services and arrangements, will be your Travel Agent and not Virgin Voyages. Your holiday will not be protected by our insolvency protection. Instead, you must check that your Travel Agent has their own appropriate financial security arrangements in place to protect all monies you pay for your package and to repatriate you if are already abroad (if applicable) in the event of their insolvency. You should receive an e-mail Confirmation issued by the Travel Agent showing that they are responsible for providing all elements of your package. In the event of insolvency of the Travel Agent before we have received full payment from them for the Cruise- only element of your package, your Cruise-only booking may be cancelled and we will be under no obligation to provide you with that Cruise, or any refund or any compensation. In such circumstances, you should seek compensation from the financial security arrangements (if any) that the Travel Agent has made.

5.15 COMMON INTEREST GROUPS From time to time we may have various common interest groups onboard attending for example conventions, conferences, seminars, or specialty holidays. These groups may take place on the dates when you are sailing with us. While we envisage that this will not affect the overall normal day-to-day operation of the Ship, there may be occasions when certain facilities are unavailable to you whilst these groups are onboard.

5.16 ASSIGNMENT OF CLAIMS In the event that you or any other individual on behalf of whom you have made a booking has a direct legal claim against a supplier, in connection with a booking, for a refund, compensation or other loss or damage, and we agree to pay such sum to you (whether as a result of a concurrent legal obligation which we have to you or otherwise), you agree that upon such payment being made you shall assign your rights, title, interest, and benefit in and to such legal claims to us upon our request. You agree that you will not assign or otherwise transfer any of your legal rights or claims against us which arise out of or are in connection with your booking or these Conditions of Carriage except as otherwise permitted in these Conditions of Carriage.

D.NOTICES OF CLAIMS

All notices to the Carrier to be sent to:

Virgin Voyages

1000 S. Pine Island Road, Suite 600, Plantation, FL, USA 33326

Attn: Legal Department

PRIVACY STATEMENT

We will collect, use, process, and disclose your personal information in accordance with our [Privacy Notice](#) and in full compliance with applicable data protection regulations in force at any given time, in particular, with [Regulation EU No 2016/679](#) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), and as implemented into national law in each EEA State (the "Data Protection Regulations") . Virgin Voyages is a data controller. In order to process and manage your booking, we need to collect certain personal details from you and the other members of your group. These details will include, where applicable, the names and addresses of travel party members, payment details and special requirements; such as those relating to any disability or medical condition, which may affect the chosen holiday arrangements, and any dietary restrictions. We may also need to collect other personal details such as your nationality, citizenship, gender and passport details in addition to the details mentioned above to provide to third parties in order to fulfill your holiday and where required by law. The legal basis of the processing is therefore the execution of our contractual relationship. Additionally, and if you consent, Virgin Voyages may also process your personal information in order to send you promotional material that could be of interest.

We need to pass on your personal details to the companies and organizations that need to know them so that your holiday can be provided (for example your hotel, the Ship, other suppliers, credit/debit card company). We may also be required, either by law or by applicable third parties (such as immigration authorities) to make such disclosures. When you convey this data, you are conveying it to Virgin Voyages. We are located in the United States. All details you give us in connection with your booking (including those relating to any disability or medical condition) will be kept confidential but may be shared with third parties who may be outside the EEA if necessary in order to provide the services you request, for example, transfers through air or land ports, where required by law and as otherwise set in our [Privacy Notice](#). You have rights in relation to your personal information, for example, you may ask us what details of yours are being held or processed and for what purposes. You also have rights of access and modification of personal data, as well as the right to request a limitation of the processing, the portability of your data or

oppose the processing. You may also withdraw any consent granted at any given time, as well as file a complaint before the competent supervising authority. If you believe that any of your personal details, which we are processing, are inaccurate or incorrect please [Contact Us](#) immediately. For full details please visit our [Privacy Notice](#) or email our [Privacy Officer](#).

VIRGIN VOYAGES GUEST CONDUCT, SAFETY, & SECURITY POLICIES

As used in the below policies, ‘you’ and ‘your’ means all persons named on a booking and ‘we’, ‘us’, ‘ourselves’ and ‘Virgin Voyages’ means Virgin Cruises Intermediate Limited.

1. For security reasons, our agents may search you, your cabin, your baggage, and your property with or without notice, when reasonable grounds exist to do so.
2. We reserve the right to confiscate any articles carried or contained in any Baggage which we, in our sole discretion, consider dangerous or pose risk or inconvenience to the safety or security of the Ship or persons on board.
3. We and the Ship Master each reserve the right, without liability whatsoever, to refuse you passage, disembark you, quarantine you, deny you service of alcohol, or restrain or confine you to a cabin or any other area, if your physical or mental condition, or behavior, or physical or mental condition or behavior of any person in your care, is considered in the sole opinion of the Master and/or the doctor onboard to constitute a risk to the your own health or well-being, or that of any other Guest, crew member or person, or to the safety of the Ship. Unruly, abusive or aggressive behavior toward other Guests or crew will not be tolerated and may be grounds for disembarkation as well. Violation of a quarantine order is a serious breach of policy and may result in follow-on consequences, to include permanent barment from future Cruises.
4. We may refuse to transport or may disembark you at any port if you have a felony involving moral turpitude, if you may be suffering from contagious or infectious disease, ill health, or whose presence in the opinion of the Master may be detrimental to the health, comfort or safety of any other Guest, crew member or person, or who, in the Master's opinion, might be excluded from landing at destination by immigration or other governmental authorities.
5. If you are detained on board or elsewhere at any stage or at destination because of quarantine, port regulations, prevailing applicable law, illness or other cause, all expenses incurred in connection with such detention shall be for your account.
6. We have a “zero tolerance” policy toward any illegal activity or behavior by you or crew aboard. You acknowledge further it is our policy to report incidents of illegal activity or behavior to the appropriate law enforcement authorities.
7. Any Guest 21 or older who attempts to or purchases alcohol for any Under-21 Adult when in the internal waters or the territorial sea of any of the United States will be deemed in violation of this policy. Guest agrees that Carrier has the right to disembark any Guest who violates this policy, including the Under-21 Adult, as well as adults traveling with an Under-21 Adult who violates this policy.
8. You are provided notice that cameras (and maybe thermographs, see section 2.7) are positioned throughout the Ship, and operate to monitor the Ship for safety and security purposes. Our Security Team wears bodycams to record security responses. Facial recognition software may be used in the Ship’s camera systems and thermographs.
9. Pets, Service Animals, Emotional Support Animals. Except in our sole discretion, no pets or other animals are allowed on board the Ship except Service Animals. A Service Animal is a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. We request you notify us not less than 21 days prior to the sailing date of your intention to bring a Service Animal, and you agree to accept full responsibility for any expense, damage, losses, or injuries associated with or caused by such Service Animal. Many ports of call have strict entry requirements for animals, and you must ensure your Service Animal complies with all requirements

of each destination. We are not responsible for your inability to visit a port of call due to your failure to comply with any such entry requirements. Emotional support animals, by their definition, are not service animals and, therefore, are not permitted onboard.

10. Prohibited Items. You may not possess firearms, explosives, flammable materials, other hazardous goods, drones, weapons, pointed scissors, or non-prescription controlled substances. Such shall be surrendered to the Master at embarkation. In any circumstances and in the Master's (or delegated ship’s personnel’s) sole discretion, any item deemed inappropriate may be refused on board the Ship or confiscated, destroyed or surrendered to authorities. You shall have no claim for loss, damage or inconvenience thereby incurred.
11. You warrant that you will not carry onto the Ship any goods or articles for purposes of trade or commerce, nor contraband, nor goods or articles which otherwise may violate the customs laws of the country from which the Ship embarks or of any other port State visited by the Ship during the course of the Cruise. You agree to indemnify Virgin Voyages for any fines, duties, taxes, or other penalties that may be incurred as a result of any item brought on board by the Guest. You will not be liable to pay, nor entitled to receive, any general average contribution in respect of any property taken with them on the Ship.
12. No solicitation of goods or services of any kinds is allowed.
13. Non-smoking Policy. Any and all forms of smoking, including but not limited to, cigarettes, cigars, electronic cigarettes, and personal vaporizers, are strictly prohibited in cabins, including balconies, and all other areas onboard except specifically designated areas. Any violation of this policy shall, in our sole discretion, constitute a material breach of this Contract. In such event, you forfeit all rights hereunder, including the right to remain on board. Therefore we must reserve the right to disembark you at any port, as determined by us, for violation of this policy. We shall not be liable for any refund or other compensation or damages whatsoever to you if you are disembarked pursuant to this provision, or if you must disembark because another Guest travelling with you is so disembarked. You further agree that any violation of the non-smoking policy would also cause us to incur damages, including but not limited to, loss of other Guest goodwill, revenue, cleaning, maintenance and/or other costs. You expressly acknowledge the difficulty of ascertaining the amount of such damages, and therefore agree that a reasonable estimate of the damages for any violation of the non-smoking policy is \$1,000 USD. You

authorize a charge in this amount, as well as repatriation expenses (including airfare) against your on-board charge account for any violation of the nonsmoking policy.

14. If you are carried beyond your port of disembarkation for any reason without our fault you shall pay for any additional maintenance or extra transportation. In any and all cases described in this clause, you shall not be entitled to any refund of fare, credit or compensation whatsoever.

KEY RIGHTS UNDER THE PACKAGE TRAVEL DIRECTIVE (EU Directive 2015/2302) (AS IMPLEMENTED INTO NATIONAL LAW IN EACH EEA STATE)

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency number or details of a contact point where they can get in touch with the Travel Organiser. If Virgin Voyages is your Travel Agent, you may contact us through our [Contact Us](#) page (which is the preferred means) or phone us at **0203 003 4919**, or call the Emergency number once onboard the Ship.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs. We allow this up to 48 hours before your departure.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs. Virgin Voyages will not add a fuel surcharge or increase the price of a cruise-only package. We will only increase the price of an expanded add-on package should the third-party service providers do so, and always within the bounds of the Package Travel Regs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty. Virgin Voyages does this through our shipboard emergency number, or by contacting us through our [Contact Us](#) page.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Virgin Voyages has taken out insolvency protection through the Swedish Kammarkollegiet by way of

a travel guarantee bond. You may contact the Kammarkollegiet (Kammarkollegiet, Slottsbacken 6, 111 30 Stockholm, Sweden, +46-(0)8-700 08 00 email: registratur@kammarkollegiet.se website: <https://www.kammarkollegiet.se>).

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