

## **CARRIER'S STANDARD CONDITIONS OF CARRIAGE**

### **标准承运条款**

These Conditions of Carriage set out the terms that govern the relationship, responsibilities and liabilities as between the Passenger and the Carrier and are **BINDING ON THE PARTIES**. The Passenger has entered into a Passage Contract with an Organiser and these conditions have been incorporated into the Passenger's contract with the Organiser. These Terms and Conditions of Carriage will also apply where the Vessel is being used as a floating hotel whether or not there is a Passage Contract and whether or not there is any carriage.

这份承运条款和条件阐明并规定了乘客和承运人间的关系、职责和责任，而且对双方具有约束力。乘客已经与组织者签署了一份航行合约，本文件中的承运条件已被纳入了前述乘客与组织者之间的合同。当船只被用作浮动式酒店时，这些承运条款和条件同样适用，无论是否存在航行合约，亦无论是否在航行。

You must carefully read these conditions of carriage which set out your rights, responsibilities and limitations to make claims against the Carrier, its servants and/or agents. The Carrier's liability is limited as set out in Clauses 22 and 23.

您必须仔细阅读承运条件，它阐明了您对于承运人、承运人的服务人员和/或代理的权利、责任和索赔限制。承运人的责任限制参见第22条和第23条。

#### **1. CONSTRUCTION AND DEFINITIONS**

## 解释和定义

All references to the "PASSENGER" (singular) shall include the plural. Passenger includes the purchaser of the Passage Contract and any person or persons named on the relevant passage ticket including Minors.

本文中所有所称的“乘客”的单数形式都包括了复数形式。乘客包括航行合约的购买人，以及姓名出现在相关乘客客票中的任何一位或多位人士，包括未成年人在内。

“CARRIER” means the owner and/or charterer whether bare boat/demise charter, time charterer, sub-charterer or operator of the Vessel, to the extent that each of them acts as Carrier or performing Carrier.

“承运人”指船只的所有人和/或租赁人，无论是光船租赁人、计时租赁人、转租人或船只的营运人，只要其以承运人或实际承运人的名义行事。

The term the “Carrier” includes the Carriers, the carrying vessel (the “Cruise Ship”), its owner, charterer, operator, any tenders or other means of transport provided by the Carrier to the Passenger.

“承运人”包括了合同指定的承运人、承运船只（“游船”），其所有人、租赁人、营运人、给养船只或承运人向乘客提供的其它交通工具。

‘DISABLED PERSON’ or ‘PERSON WITH REDUCED MOBILITY’ (also “PRM”) means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaption to his particular needs for the service made available to all

passengers.

“**残疾人士**”或“**行动受限人士**”是指因生理缺陷（永久或暂时性感官或运动缺陷）、智力或心理障碍损伤，或其他障碍或损伤或年龄原因而导致在使用运输工具时行动受限，并需要适当关心和对所有乘客所享受的服务进行调整才能满足其特殊需求的任何人士。

“**LUGGAGE**” means any baggage, packages, suitcases, trunks or other personal items belonging to or carried by any passenger, including cabin luggage, hand luggage and articles worn by or carried on the persons of the passenger or deposited with the purser for safe custody.

“**行李**”指属于任何乘客或由任何乘客携带的行李、包裹、箱子、衣箱或其它私人物品，包括自带行李，手提行李和乘客本人穿戴的物品，以及交给乘务长保管的物品。

The "**MASTER**" is the Captain or person in charge of the carrying Vessel at any given point and commanding of the Cruise Ship.

“**船长**”指在任何指定的时间，指挥相关承载游船的船长或负责人。

“**MINOR**” means any child under the age of 18.

“**未成年人**”指年龄低于18岁的任何儿童。

“**ORGANISER**” is the party with which the Passenger has entered into a contract for the cruise and/or package as defined under the Council Directive 90/314/EEC of 13<sup>th</sup> June 1990 on Package Travel, Package Holidays and Package Tours, which includes the cruise onboard the Vessel or other equivalent.

“**组织者**”指与乘客签订了关于相关游览活动和/或

包价套餐的合同的一方，活动和/或套餐的定义参见欧共体理事会《1990年6月13日指令》第90/314/EEC条款中关于包括在船上或同类事物上进行的游程在内的包价旅游、包价度假以及包价旅行的内容。

“PASSAGE CONTRACT” means the contract of carriage, which the Passenger has entered into with the Organiser, the terms of which are evidenced by the Booking Conditions, which incorporate these terms.

“合同”指承运合同，即乘客已经与组织者签订的合同，其条款以包括本标准承运条款中的预定条款为凭据。

“PASSENGER” means each and every person named either on the booking confirmation, or on the invoice, or on a ticket.

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

“SHORE EXCURSION” means any excursion operated by third-party contractors and offered for sale by the Organiser or the Carrier, for which a separate charge is payable, whether booked prior to commencement of the cruise or onboard the Vessel.

“岸上游”指第三方承包商运营，由组织者或承运人提供销售的，需要另行付费的任何游览项目，无论乘客是在起航前或登船后预定。

“VESSEL” means the vessel named in the relevant passage contract or any substituted vessel owned, chartered, operated and/or controlled by the Carrier.

“船”指相关的航行合约中指定的船只或承运人拥有或租赁、运营或管控的任何替代船只。

## **2. NON-TRANSFERABILITY AND AMENDMENT**

## 不可转让和修订

The Carrier agrees to transport the person named in the Ticket (the “Passenger”) on the specific voyage (the “Voyage”) on named or substitute Vessels. The Passenger agrees to be bound by all its terms, conditions and limitations. All prior oral and/or written agreement is superseded by these conditions. These Conditions of Carriage cannot be amended without written and signed consent from the Carrier or its authorised representative. The Passage Contract issued by the Organiser is valid only for the Passenger or Passengers for whom it is issued, for the date and Vessel indicated or any substitute Vessel and is not transferable.

承运人同意以指明的或替代的船只，按照指定的航程（“航程”）载运姓名出现在船票上的人士（“乘客”）。乘客同意接受所有条款、条件和限制规定的约束。本文书中的条款和条件取代了之前所有的口头和/或书面协议。未经承运人或其授权代表书面同意，不得修改这份承运条件。组织者制定的航行合约，仅在合同指定的日期对于指定的船只或任何替代性船只以及合同所针对的一位或多位乘客有效，并且合同不可转让。

### **3. OCCUPATION OF BERTHS AND CABINS**

#### 铺位和舱室的占用

A Passenger shall not have the right to exclusive occupancy of a cabin with two (2) or more berths unless he has paid supplement for exclusive occupation. The Carrier reserves the right to transfer the Passenger from one cabin to another and may adjust the fare accordingly. The Master or the Carrier may, if it becomes advisable or necessary, at any time transfer a Passenger from one berth to another.

一位乘客无权独自占用一间拥有两（2）个或更多铺位的舱室，除非他已经为独占舱室支付了额外费用。承运人有权将乘客从一个舱室调换至其它舱室，并且将票价作相应调整。船长或承运人在适当或必要的情况下可以在任何时刻将乘客从某铺位调换至其它铺位。

#### **4. MAINTENANCE DURING DELAY OR OVERSTAYING**

##### **延期或逾期滞港期间的费用**

Passengers who remain onboard after the arrival of the Vessel at its final port of destination and after Passengers have been asked to disembark will be required by the Carrier to pay for their maintenance at current rates for every night they remain onboard.

船只已经抵达最终目的港并要求乘客离船登岸后，承运人将要求仍留在船上的乘客按照当时的费率为其在船上停留的每一晚支付费用。

#### **5. PREMATURE TERMINATION OF THE CRUISE**

##### **提前终止乘船游览**

5.1 At any time before or after commencement of the voyage and whether or not the Vessel may have deviated or have proceeded beyond the port of destination, the Carrier may – by notice in writing to the Passenger, by advertising in the press or by any other suitable means – terminate the cruise, if the performance or further performance is hindered or prevented by causes beyond the control of the Carrier or if the Master or the Carrier consider that such termination is necessary for the management and/or safety of the Vessel or persons onboard.

起航前或起航后的任何时刻，无论船只是否已经绕行

或超越目的港，如果有任何超越承运人控制能力的因素出现并已经妨碍或阻碍承运人履行义务或履行后续义务，或如果船长或承运人认为为了船只的管理和/或安全而需要终止乘船游览，则承运人可以通过书面形式或通过新闻广播或其它任何适宜的方式通知乘客终止乘船游览。

5.2 If the voyage is so terminated then the Carrier will not have any liability to the Passenger whose sole remedy will be against the Organiser pursuant to Council Directive 90-314-EEC 13 June 1990 or equivalent legislation and/or the Passage Contract.

如果航程在上述情况下被终止，承运人对乘客不负有任何责任，乘客仅可以根据欧共体理事会《1990年6月13日指令》第90/314/EEC条款或具有同等效力的法律法规之规定，以及/或根据航行合约之规定，向组织者索要救济。

## **6. DEVIATIONS, CANCELLATIONS AND DELAYS**

### **承运人所作的绕航、取消和延误**

6.1 The Cruise Ship's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels in distress, availability of berth facilities, and other factors which may be beyond the Carrier's control.

邮轮的营运受到气候条件、机械故障、船运交通、政府干预、救助其它遇险船只义务、停泊设施情况以及其它超越承运人控制能力的其它因素的影响。

6.2 The Carrier does not guarantee that the Cruise Ship will call at every advertised port or follow any particular route or time schedule. The Master and the Carrier shall have an absolute right to change or substitute the advertised schedule, ports, itinerary or

route, or substitute other ships, without notice. If a scheduled port of embarkation or disembarkation is substituted, the Carrier shall determine and arrange transportation to or from the substituted port at no extra expense for the Passenger. 承运人不保证邮轮将在广告宣传中提到的每个码头停留，亦不保证将会按照任何特定航线或时间表航行。船长和承运人拥有绝对权力不经通知变更或更换广告宣传中提到的时间表、码头、旅程表或航线，或更换成其它船只。如果替换了预定的登船港或离船港，承运人应确定并安排往返替换港口的运输，乘客无需承担额外费用。

6.3 Before the Voyage begins, the Carrier has the right to cancel the Voyage for any reason even without prior notice if it considers that it is necessary to do so for the safety of the Vessel, or persons onboard.

在航程开始之前，如果承运人认为为了船只或船上人员的安全有必要这样做，承运人有权以任何理由取消航程而不事先通知。

6.4 The Carrier or the Master shall have the liberty to comply with any Order or Directions as to departure/arrival routes, ports of call, stoppages, transshipment, discharge or destination or otherwise given by any government or any department or by any person acting or purporting to act with the authority of any government or any department thereof or by any war risks insurance association working under any government scheme in which the Vessel may be entered. Nothing done or not done under such orders or directions shall be deemed a deviation in law.

承运人或船长有权遵守任何政府或任何部门或任何行事的人发出的关于出发/到达路线、停靠港、停运、转运、卸货或目的地的任何命令或指示或声称在



任何政府或其任何部门的授权下，或由根据船舶可能进入的任何政府计划工作的任何战争风险保险协会的授权行事。根据此类命令或指示所做或未做的任何事情均不应被视为违反法律。

6.5 Any dates and/or times specified in any timetables or otherwise, which may be issued by the Organiser and/or the Carrier, are only approximate and may be altered by the Carrier at any time and to such extent as is considered necessary in the interest of the voyage as a whole.

主办方和/或承运人可能发布的任何时间表或其他文件中规定的任何日期和/或时间仅为近似日期和/或时间，承运人可在任何时候根据整个航程的利益在认为必要的范围内进行更改。

6.6 If the Vessel shall be prevented or hindered by any cause whatsoever from sailing or proceeding in the ordinary course, the Carrier shall be entitled to transfer the Passenger either to any other similar Vessel or with the consent of the Passenger to any other means of transportation bound for the Passenger's place of destination.

如果船只因任何原因而无法正常运行或行驶，承运人有权将乘客转移到任何其他类似的船只上，或在乘客同意的情况下转移到前往乘客目的地的任何其他运输工具上。

## **7. EXTRA CHARGES**

### **额外费用**

7.1 The Passenger shall pay in full all charges for goods and services incurred, or incurred by the Carrier on his/her behalf, before the end of the Voyage in any currency in general use onboard at the time of payment. 在航程结束之前，乘客应当用船上通用的任何货币

，全额支付个人消费以及承运人以其名义消费的所有商品和服务。

7.2 Alcoholic beverages, cocktails, soft drinks, mineral water and any medical expenses, any independent contractor services or products, shore excursions or any fees, charges or taxes imposed by any government agency shall be extra charges unless otherwise stated as included at the time of the cruise. 酒精饮料、鸡尾酒、软饮料、矿泉水以及所有医疗费用、所有独立承包商提供的服务或产品、登岸游览，或者政府机构征收的任何费用、收费或税费，都属于额外收费，除非另行规定包含在乘船游览中。

## **8. TRAVEL DOCUMENTS**

### **旅行证件**

8.1 The Passenger is the sole responsible for and shall comply with any governmental travel requirements, laws or regulations for all ports of call on the Cruise Ship's itinerary. All Passengers must present for inspection the ticket and Contract, a valid passport and any visa, entry or exit permit, required by any port on the Cruise Ship's itinerary.

乘客是唯一责任方并应遵守任何政府的旅行要求以及所有在邮轮行程上到访港口的法律法规。所有乘客必须按照任何邮轮行程上的港口的要求出示船票和合同，有效护照或签证，出入境许可以供检查。

8.2 The Passenger (or, if a Minor, his/her parents or guardian) shall be liable to the Carrier for any fines or penalties imposed on the Vessel or Carrier by any authorities for the Passenger's failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.

如果乘客违反了任何地方政府的法律法规，包括涉及移民、海关或消费税的规定，而导致船只或承运人遭受任何罚款或处罚，则乘客本人，或未成年乘客的父母或监护人，应当承担前述罚款或处罚。

8.3 The Carrier reserves the right to check and record details of such documentation. The Carrier makes no representation and gives no warranties as to the correctness of any documentation, which is checked. Passengers are strongly advised to check for all legal requirements for travelling abroad and at the various ports to include the requirement of visas, immigration, customs and health.

承运人保留检查并记录前述证件的权力。承运人既不表示亦不担保其所查验的任何证件正确有效。强烈建议乘客核对旅行中涉及的所有国家和港口的相关法律要求，了其对于移民、海关及健康的具体要求。

## **9. SECURITY**

### **安全**

9.1 The Passenger shall present him/herself for boarding, according to the instructions provided, before scheduled departure to complete any pre-boarding procedures and security inspections.

乘客应当在计划起航时间前提前抵达，以便完成所有登船前的手续和安全检查。

9.2 For security reasons, the Passenger agrees that agents of the Carrier may search the Passenger, his/her luggage, and any accompanying property.

为安全起见，乘客同意承运人的代理对乘客本人及其行李物品进行搜查。

9.3 The Carrier shall have the right to confiscate any

articles carried or contained in any luggage which the Carrier, in its sole discretion, considers dangerous or poses risk or inconvenience to the security of the Cruise Ship or persons on board.

如果承运人认为乘客携带的任何物品或包含于任何行李中的物品是危险品，或可能对邮轮或船上人员的安全带来危险或不利，则承运人有权没收前述物品。

9.4 Passengers are prohibited from bringing on board any articles that can be used as a weapon, explosives, illegal or dangerous goods.

禁止乘客将任何可能被用作武器、爆炸物的物品、非法品或危险品带上船。

9.5 The Carrier reserves the right to search any cabin, berth or other part of the Cruise Ship for security reasons at any time.

承运人有权为了安全因素在任何时刻搜查任何舱室、铺位或邮轮的其它部分。

## **10. FITNESS TO TRAVEL**

### **适宜旅行**

10.1 In order to ensure that the Carrier is able to carry passengers 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 flag state, the Passenger warrants that he/she is fit to travel by sea and that his/her conduct or condition will not impair the safety of the Cruise Ship or inconvenience other persons onboard.

为了确保承运人能安全运送乘客并按照适用的国际、欧盟或国家法律设立的安全要求，或为了满足由

有权机构，包括船旗国设立的安全要求，乘客需担保其适于海上旅行，而且其行为或健康状况不会对邮轮的安全造成不利影响，亦不会对其他乘客造成不便。

10.2 If it appears to the Carrier, the Master or the Cruise Ship's doctor that a Passenger is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to land at any port, or likely to render the Carrier liable for Passenger maintenance, support or repatriation, then the Carrier or the Master shall have the right to take any of the following courses: (i) To refuse to embark the Passenger at any port; (ii) To disembark the Passenger at any port; (iii) To transfer the Passenger to another berth or cabin; (iv) If the Cruise Ship doctor considers it advisable, to place or confine him/her/hers in the Cruise Ship's Hospital or to transfer the Passenger to a health facility at any port, at the Passenger's expense (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port, provided that the ship's doctor and/or Master considers that any such steps are necessary.

如果承运人、船长或邮轮医师认为某乘客因任何原因不适合旅行，或有可能导致健康或安全受损害，或有可能在任何港口被拒绝登岸，或有可能导致承运人需负责照料、看护乘客或将其送回国内，则承运人或船长有权采取以下任何行动：(i)拒绝乘客在任何港口登船；(ii)在任何港口令乘客下船；(iii)将乘客转到其它铺位或舱室；(iv)如果邮轮医师认为有必要，可以安排或限制乘客住在邮轮上的医院，或可以将乘客转到任何港口的医疗机构，费用由乘客承担；(v)进行紧急抢救并施以任何麻醉剂、药物或其它物品，或允许和/或强制乘客在任何港口前往

医院或其它类似机构，只要邮轮医师和/或船长认为前述措施是必要的。

10.3 Unless provided under any applicable law, where a Passenger is refused embarkation as a result of safety and/or fitness to travel, the Carrier shall not be liable for any loss or expense occasioned to the Passenger thereby, nor shall the Passenger be entitled to any compensation from the Carrier.

除非适用法律另有规定，如果乘客因健康原因或因不适于旅行而被拒绝登船，承运人对由此导致乘客遭受的任何损失或开支不承担任何责任，乘客亦无权向承运人索要任何补偿。

10.4 The Vessel has a limited number of cabins equipped for Disabled persons. Not all areas or equipment on the Vessel are suitable for access to Disabled Persons or Persons with Reduced Mobility. 船只上有数量有限的残疾人士专用舱位。并非船上的所有区域或设施，残疾人士和行动不便者都可以或都适宜进入或接触。

10.5 The Carrier reserves the right to refuse passage to anyone who has failed to notify it of their specific needs with regard to accommodation, seating or services required from the Carrier or terminal operator, or their need to bring medical equipment, or to bring a recognised assistance dog on board the Vessel, or of any other known disabilities, or who in the Carrier's and/or Master's opinion is unfit or unable to travel, or anyone whose condition may constitute a danger to themselves or others onboard on the grounds of safety. 承运人保留拒绝未上报承运人或终端经营者提供有关住宿、座位的特殊需求；或需要携带医疗设备的特殊需求；或携带经认可的辅助犬登船的特殊需求；或具有其他已知残障；或承运人和/或船长认为乘

客不适应或不能参加旅游；或任何在安全方面可能对自身或其他船上人员造成危险的任何乘客登船的权利。

10.6 Passengers who need assistance and/or have special requests, or need special facilities or equipment with regard to accommodation, seating or services required or their need to bring medical and mobility equipment, must notify the Organiser at the time of booking. This is to ensure that the Passenger can be carried safely and in accordance with all applicable safety requirements. In order to ensure that the Carrier can provide the necessary assistance and there are no issues relating to the design of the passenger ship or port infrastructure and equipment – including port terminals – which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger in a safe or operationally feasible manner. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing. If the Passenger cannot be carried safely and in accordance with applicable safety requirements then the Carrier can refuse to accept a Passenger or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety. 需要帮助和/或有特殊需要的，或需要与住宿、就坐或所需服务或需要携带医疗及移动特殊设施或设备的乘客必须在预定时间通知组织者。这是为了确保乘客能在符合现有安全规定的情况下被安全运送。为了确保承运人能够提供必要帮助，不应存在与船舶本身、港口基础设施（包括港口码头）和设备设计有关的，可能会影响到乘客的登船、离船或以安全、可操作方式运送乘客的情形。承运人没有任何义务提供任何协助或满足任何特殊需要，除非承运人以书面形式表示同意。如果乘客不能按照安全要求被安全运送，则承运人可以基于安全理由拒

绝接受乘客或残疾人或行动不便的人登船。

10.7 Those Passengers confined to wheelchairs must furnish their own standard size wheelchairs. The ship's wheelchairs are available for emergency use only.

航程中需使用轮椅的乘客须自行携带标准尺寸的轮椅。邮轮上的轮椅仅供紧急状况下使用。

Where the Carrier considers it strictly necessary for the safety of the Passenger it may require a Disabled Person or Persons with Reduced Mobility to be accompanied by another person or a recognised assistance dog (according to clause 12.3) who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Carrier assessing the need of the Passenger on grounds of safety and may vary from Vessel to Vessel and/or itinerary to itinerary.

承运人认为为了乘客的安全，残疾人或行动不便之人需要有能为其所需提供帮助的人或被认可的协助犬（依据12.3条）是极为必要的。该需求将完全基于承运人对乘客安全性方面的需要做出评估，其可能会因船舶或航行线路的不同而变化。

10.8 Where any mobility or other equipment is lost or damaged by the fault or neglect of the Carrier then it is the Carrier's absolute decision as to whether to repair or replace such equipment. Unless the Carrier agrees otherwise and in writing, Passengers are limited to bringing two (2) items of such mobility or medical equipment on board per cabin with a total value not exceeding £ 2,200. All equipment must be capable of being carried safely and must be declared before the cruise. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.



由于承运人的过失或疏忽造成移动性或其他设备丢失或损坏，则完全由承运人决定是否维修或替换该设备。除非承运人另有书面同意，乘客在每个客舱只能携带二（2）台移动或医疗设备登船，且其总价值不超过2200英镑。所有设备必须符合安全携带规定并在航行前申报。运输该等设备存在安全问题或承运人因未被及时通知而未对设备进行风险评估，则承运人可拒绝运输该等设备。

10.9 Any Passenger who embarks, or allows any other Passenger for whom he or she is responsible to embark, when he/she or such other Passenger is suffering from any sickness, disease, injury or infirmity bodily or mental or to his/her or her knowledge has been exposed to any infection or contagious disease, or for any other reason is likely to impair the safety or reasonable comfort of other persons onboard or for any reason is refused permission to land at his/her or her port of destination, shall be responsible for any loss or expense incurred by the Carrier or the Master directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and consent in writing of the Carrier or the Master to such embarkation has been obtained.

任何登船的乘客，或任何由其负责允许其他任何乘客上船的乘客，如果其本人或被其送上船的其他乘客患有任何疾病、伤残或生理或心理不健全，或据其所知已经接触到任何感染或传染病，或因其他任何原因可能影响船上其他乘客的健康、安全或舒适性，或因任何原因被拒绝在其目的港上岸，则应当承担因前述任何疾病、伤残或生理或心理不健全、接触感染、被拒绝或被允许上岸直接或间接地导致

承运人或船长遭受的任何损失或开支，除非在登船前已经用书面形式向承运人或船长申报了前述任何疾病、伤残或生理或心理不健全、接触感染，并且得到了承运人或船长的书面许可同意登船。

10.10 The Carrier reserves the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law.

承运人有权要求任何乘客出示适宜旅游的医疗证明，以此评估乘客是否能够依照适用的国际、欧盟或某国家的法律被安全地运载。

10.11 Due to the limited medical facilities on board the World Cruise, no pregnant women are allowed to take the cruise.

由于环球航线船上医疗设施有限，行程时间较长，因此不接受任何孕妇乘坐邮轮。

10.12 Failure to inform the Carrier and the Vessel's doctor of pregnancy will release the Carrier from any liability to the pregnant Passenger.

如果怀孕乘客未将怀孕情况告知承运人与邮轮医生，承运人对其不承担任何责任。

10.13 The ship's doctor is not qualified to delivery babies onboard or to offer pre or post natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment. Pregnant Passengers are referred to the section herein headed "Medical Treatment" for information regarding the medical facilities onboard.

邮轮上的医生没有在船上接生的资格，亦没有提供产前或产后护理的资格，而且承运人没有责任提供

前述服务或设备。建议怀孕乘客参阅文本中标题为“医疗”的条目中关于船上医疗设备的信息。

## **11. PASSENGER'S CONDUCT**

### **乘客行为规范**

11.1 The safety of the Vessel and all those onboard is of paramount consideration. Passengers must pay attention to and comply with all regulations and notices relating to the safety of the Vessel, her crew and passengers, the terminal facilities and immigration requirements.

船只和船上所有乘客的安全是最重要的考虑。乘客必须注意并遵守所有与船舶、其船员与乘客、码头设施和入境需求的安全有关的规定和通知。

11.2 Passengers must at all times conduct themselves in a manner which respects the safety and privacy of other persons onboard.

乘客必须始终尊重船上其他人员的安全和隐私。

11.3 Passengers must comply with any reasonable request made by any member of staff, the Master or his/her officers.

乘客必须遵守任何船员、船长及其工作人员提出的任何合理要求。

11.4 All Passengers must take care for their safety whilst walking on outside decks. Passengers and children should not run around the decks or other parts of the Vessel.

乘客在甲板上行走时必须注意安全。乘客和未成年人不可以在甲板或船只的其它部位奔跑。

11.5 Passengers' luggage must not be left unaccompanied at any time, unless different and

reasonable instructions are given from the staff. Unaccompanied luggage may be removed and/or destroyed.

除非工作人员发出其他或合理的指示，乘客必须始终对其行李进行看护。船方有可能搬走或丢弃无人看护的行李。

11.6 The Passenger shall not bring onboard the Vessel any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance. Breach of these conditions and regulations shall render the Passenger strictly liable to the Carrier for any injury, loss, damage or expense and/or to indemnify the Carrier against any claim, final penalty arising from such breach. The Passenger may also be liable for statutory fines and/or penalties.

乘客不可以将任何易燃物品或货物或危险品带上船，亦不可以携带任何受管制物品或被禁物品上船。如果乘客违反本规定并因此导致任何人身伤害、损失、损害或开支，则乘客必须向承运人承担责任，并且/或赔偿承运人因前述违规而导致承运人遭受的所有索赔、罚金。乘客亦可能必须承担法定的罚金和/或处罚。

11.7 In order to ensure safety and security standards, it is strictly forbidden to bring food and beverage onboard the Vessels. In compliance with this/her regulation and in order to guarantee the above standards, during embarkation a careful check control will be carried out through all passengers luggage. The items that are allowed are: personal hygiene products, cleansing products, lotions, fluid medications for therapeutic use, baby gear and baby food items, dietary items prescribed by a physician. Any local or “typical” food item purchased during the cruise in any port of call will be collected and returned at the end of the

cruise.

确保行程安全和符合安保标准，严禁携带食品和饮料上船，登船之时将对所有乘客的行李进行检查以确保符合上述标准。乘客允许携带上船并办理登船手续的行李包括：个人卫生产品、清洁产品、乳液、治疗用途的液体药物、婴儿用品和婴儿食品、医师规定的膳食项目。在航游期间任何停靠的港口处购买的地方小吃或风味食品将被收集并于航行结束时返还。

11.8 The Passenger will in any event be liable for any injury, loss or damage occasioned by their breach of any of the prohibitions in these Conditions of Carriage and must indemnify the Carrier against any claim in respect thereof.

在任何情况下，乘客都必须对因其违反规定而遭受的任何人身伤害、损失或损害负责，而且必须赔偿承运人因前述原因遭受的任何索赔。

## **12. ANIMALS/PETS**

### **动物/宠物**

12.1 Animals and/or pets other than recognised assistance dogs are not allowed onboard the Vessel under any circumstances without the Carrier's permission in writing. Any such animals or pets brought onboard by the Passenger without permission will be taken into custody and arrangements will be made for the animal to be landed at the next port of call at the Passenger's sole expense.

未经承运人的书面许可，在任何情况下都不能携带动物和/或宠物（除经认可的生活辅助工作犬）上船。乘客未经许可带到船上的任何动物或宠物将被约束看管，并安排其在下一个停靠港登岸，全部费用由乘客承

担。

12.2 Whilst the Carrier and/or its servants and/or agents will take such care as is reasonable in all the circumstances in relation to the pet or animal, neither the Master nor Carrier is liable to the Passenger in respect of any loss or injury to the pet or animal whilst in the Carrier's possession/custody.

如果承运人和/或工作人员和/或代理，根据动物或宠物的具体情况采取了任何合理措施，在承运者保管期间，宠物或动物丢失或受伤，船长和承运人将不负任何责任。

12.3 Recognised assistance dogs are subject to and must comply with national and EU Regulations regarding health, inoculations, training and travel. It is the passenger's responsibility to have all necessary papers and check the position prior to the cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call.

被认可的辅助犬必须符合国家和欧盟关于健康、疫苗接种、培训和旅行方面的法规。乘客的责任是准备所有必要的文件并在航行前核对位置，同时需满足辅助犬能够被携带至登船和登陆的港口并且满足该辅助犬在各停靠港不被禁止上岸。

## **13. ALCOHOL**

### **酒精政策**

13.1 Alcoholic drinks, including wines, spirits, beer or other liqueurs are available for purchase onboard the Vessel at fixed prices. Passengers are not permitted to bring onboard any such drinks for use during the voyage, whether for consumption in their own cabins or

otherwise. Alcoholic drinks in any form will not be sold to Minors during the cruise. When the itinerary includes a port located in the U.S.A the same conditions will apply for any passengers under the age 21.

船上出售固定价格的酒品，包括葡萄酒、烈酒、啤酒或其他酒品。乘客不可以将任何酒品带到船上并在旅程中饮用，无论是在自己的客舱内或其它场所，巡游过程中任何形式的酒精饮料不应出售给未能成年人。当行程包括位于美国的港口之时，该同样的条件将适用于任何21周岁以下的乘客。

**13.2 The Carrier and/or its servants and/or agents may confiscate alcohol brought onboard by Passengers.**

承运人和/或工作人员和/或代理有权没收乘客携带上船的酒精饮料。

**13.3 The Carrier and/or its servants and/or agents may refuse to serve a Passenger alcohol or further alcohol where in their reasonable opinion the Passenger is likely to be a danger and/or nuisance to himself/herself, other passengers and/or the Vessel.**

如果承运人和/或工作人员和/或代理合理地判定任何乘客有危险和/或胡作非为和/或滋扰其他乘客和/或船只，则其有权拒绝为其供应或继续供应酒精饮料。

## **14. MINORS**

### **未成年人**

**14.1 All the provisions of clause 10 and the requirement of fitness to travel is applicable to all passengers including Minors.**

第10条的所有规定和旅行健康要求适用于所有乘客，包括未成年人。

**14.2 The Carrier does not accept unaccompanied Minors.**

Minors will not be allowed to embark unless they are accompanied by a parent or guardian or any other authorized person. Adult Passengers travelling with a Minor shall be fully responsible for that Minor's conduct and behaviour. Minors may not order or consume alcoholic beverages or participate in gambling. When the itinerary includes a port located in the U.S.A. the same conditions will apply for any Passengers under the age of 21.

承运人不接受无人陪同的未成年人。除非未成年人由其父母或监护人或其他授权人士陪同，否则不可以登船。携带未成年人旅行的成年乘客必须对该未成年人的行为举止承担全部责任。未成年人不可以点购或饮用酒精饮料，亦不可以参加赌博。如果航程涉及到了美国的港口，则上述规定对21岁以下的乘客同样适用。

14.3 Minors onboard must be supervised by a parent or guardian at all times and are welcome at the activities onboard or at shore excursions, provided that a parent or guardian is present. Children cannot remain onboard if their parents or guardians go ashore, unless expressly authorized by the on board staff.

未成年人在船上时必须始终由其父母或监护人陪同，而且在由其父母或监护人陪同的情况下欢迎其参加船上的活动或登岸游览。除非工作人员有明确授权，父母或监护人登岸后，未成年人不可以留在船上。

14.4 The adult passengers shall be liable to the Carrier and shall reimburse it for loss, damage or delay sustained by the Carrier because of any act or omission of the Passenger or Minor Passenger in the care of the adult.

如果成年乘客本人或未成年乘客的任何行为或不作为导致了承运人遭受任何损失、损害或延误，则应当向承运人承担一切责任并赔偿损失。



14.5 Minor Passengers are subject to all the terms contained in the Conditions of Carriage.

未成年乘客受到承运条件中所有条款的约束。

## **15. MEDICAL SERVICES BY INDEPENDENT CONTRACTORS**

### **独立承包人提供的医疗服务**

15.1 Medical services are available on board the Cruise Ship as a convenience to the Passenger. The Cruise Ship's doctor and medical personnel are independent contractors and are entitled to charge Passengers for hospitalisation, any medical services and medicines provided. The Cruise Ship's doctor and medical personnel are not under the Master's control for treating Passengers, and the Carrier shall not be liable in any way for medical services or medicines provided or not provided.

邮轮为了乘客的便利而向乘客提供医疗服务。邮轮上的医生和医护人员是独立承包人，有权因提供住院治疗、医疗服务和药物收取费用。邮轮上医生和医护人员治疗乘客的行为不受船长管辖，而且承运人对他们提供的或不提供任何医疗服务或药物不承担任何形式的责任。

15.2 Medical facilities onboard and in the various ports of call may be limited. The Carrier shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required and is provided or ordered by the Carrier or the Master or the doctor, the Passenger concerned shall be liable for the full charge or cost thereof and shall indemnify the Carrier upon first demand of any costs incurred by the Carrier, its servants or agents.

船上以及各个停靠港口的医疗设备可能有限。对于将乘客介绍到岸上就医，以及对于乘客在岸上接受的医疗服务，承运人不承担任何形式的责任。如果需要采取任何医疗手段或救护车，无论是在岸上、海上或空中，并且承运人或船长或医生提供或预约了前述医疗手段或救护车，则相关乘客应当承担全部相关费用或成本，而且应当在承运人、工作人员或代理支付任何相关成本后立即予以偿还。

## **16. MEDICAL TREATMENT**

### **医疗**

16.1 It is the Passenger's obligation and responsibility to seek medical assistance from the qualified doctor onboard the Vessel as and when necessary during the cruise.

旅行过程中，乘客在需要时应自行负责在船上寻找合格的医生为其提供医疗服务。

16.2 The cruise 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 Vessel carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

邮轮上的医生并非专家，而且没有要求船上的医疗中心的设备达到陆上医院的标准，而且其设备实际并未达到前述标准。船只载有其船籍国所规定的医疗用品和设备。承运人或医生如果没有能力对乘客进行医治，无论承运人还是医生都不对乘客承担任何责任。

16.3 In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of medical treatment at any port of

call or at the place at which the Passenger is landed.

如果乘客患病或发生意外，承运人和/或船长有可能必须将其送到岸上接受治疗。承运人对任何停靠港口或乘客登岸处的医疗质量不做任何保证。

16.4 Passengers are advised to ensure that their insurance covers medical treatment, including any emergency repatriation costs.

建议乘客确保其所购买的保险涵盖医疗服务，也包括任何紧急遣送归国费用。

16.5 Medical facilities and standards vary from port to port and the Carrier makes no representations or warranties in relation to such standards.

每个港口的医疗设备和标准不同，承运人对此标准不做任何陈述和保证。

16.6 In relation to medical equipment which the Passenger intends to bring on board it is the responsibility of the Passenger to arrange delivery to the docks prior to departure of all medical equipment.

涉及到乘客携带上船的医疗设备，乘客需负责行程开始前安排递送设备至码头。

16.7 The requirement for Passengers to notify at the time of booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried and/or carried safely.

如果乘客需要医疗设备登船则要在预定的时间给予通知，他们需要确保医疗设备能够被运载和/或能被安全运载。

16.8 It is the Passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the

entire voyage. The ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive.

确保所有医疗设备在良好的运转状态之下并安排足够的设备和用品以持续至整个航行是乘客的责任。船舶无法携带任何替代品，并且靠港的护理和装备可能是困难且昂贵的。

16.9 Passengers must be able to operate all equipment. If there are any particular conditions, Disabled or Reduced Mobility Passengers which require personal care or supervision then such personal care or supervision must be organised by the Passenger and at the Passenger's expense. The Vessel is unable to respite services, one to one personal care or supervision or any other form of carer for physical or psychiatric or other conditions.

乘客必须能够操作所有设备。如有任何特殊情况、残疾或者行动不便的需要个人看护或监督的乘客，那么该个人看护或者看管必须由乘客组织且由乘客承担费用。船舶无法（提供）缓解服务、一对一的个人护理或看管或其他任何形式的针对身体上、精神上或其他疾病的护理人。

## **17. OTHER INDEPENDENT CONTRACTORS**

### **其他独立承包人**

The Cruise Ship carries on board service providers who operate as independent contractors. Their services and products are charged as extras. The Carrier is not responsible for their performance or products. These contractors may include, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, shopkeepers and others providing services. The

limitations referred to in clauses 22 and 23 shall apply to all independent contractors.

邮轮载有独立承包商身份的服务供应商。他们的服务和产品将另行收取费用。承运人对他们的服务和产品不承担责任。这些承包商可能包括理发师、修甲师、按摩师、摄影师、艺人、健身教练、商铺和其它服务供应商。22、23条中的限制条件对所有的独立承包商都有约束力。

## **18. TRAVEL PACKAGES AND SHORE EXCURSIONS**

### **旅游套餐和岸上观光**

Hotel accommodation and all transport (other than The Carrier's Cruise Ship) included in Package Tours or Shore Excursions, are operated by independent contractors even if sold by Agents or Organisers on board the Cruise Ship. "Package" shall have the same meaning as contained in the European Union and Council directive of 13 June 1990 on Package Holidays and Package Tours (90/314/EEC). The Carrier shall not be responsible in any way for the conduct, products or services provided by such independent contractors.

包价旅游或岸上观光活动中包括的酒店住宿和（除了承运人的邮轮之外的）所有运输设备都是由独立承包商运营的，即使它们是在邮轮上由代理或组织者销售的。“套餐”的含义等与欧盟及理事会《1990年6月13日指令》第90/314/EEC条款中关于包价度假以及包价旅行的定义相同。承运人不以任何形式对独立承包商提供的管理、产品和服务负责。

## **19. PASSENGER'S LUGGAGE AND PERSONAL PROPERTY**

### **乘客的行李和个人财产**

19.1 Guests are encouraged to limit their checked luggage to two suitcases and two pieces of hand luggage per person.

鼓励乘客所带行李限于两个托运行李箱和两个随身手提箱。

During the positioning cruises, the above guidelines represent the maximum limit allowed per person, provided that, in any case, the maximum amount of luggage in each cabin does not exceed 100 kg and/or 8 pieces among all passengers in the same cabin.

在定位巡航期间，上述准则代表每人被允许的最大限度，在任何情况下，同一客舱中所有乘客的行李最大数量不超过100公斤和/或8件。

Prams and wheelchairs are always allowed.

婴儿车和轮椅是始终被允许的。

All luggage is to be kept in the cabin, keeping all exits free of any obstacles.

所有行李应当放于客舱内，保持所有出口没有障碍物。

19.2 Passenger's luggage and property shall include only personal belongings, and any commercial property shall be subject to an additional charge.

乘客的行李和私人财产包括了随身物品，而且所有的商业财产都需支付额外费用。

19.3 The Carrier shall not be responsible for any fragile or perishable property carried by the Passenger.

承运人不建议乘客将任何易碎和贵重物品放置于托运行李箱内并且其不对任何易碎和贵重物品的损毁承担任何责任。

19.4 No animals or birds are permitted on board, except for recognised assistance dogs licensed to Disabled Passengers or PRM, according to clause 12.3. The Passenger shall have full responsibility for such dogs.

船上不允许有动物和鸟类，除非是残疾人士根据前述12.3条携带的有证辅助犬。乘客应对前述犬只承担全部责任。

19.5 Passengers with their own wheelchairs must check that suitable accommodations are available at the time of booking, and a written addendum is signed by the Passenger and Company and is added to the Ticket and Contract. If medical- mobility- or other equipment is required this must be notified at the time of booking or within a reasonable time prior to the Cruise to enable the Carrier to assess whether such equipment can be carried safely. It is the passenger's responsibility to ensure that such equipment is in good working order and that the passenger can operate such equipment.

携带轮椅的乘客必须在预定时间确认住宿条件符合需要，而且公司和乘客需签署书面的附录并补充到船票和合同中。如果需要医疗移动或其他设备，则必须在预订时或在巡航之前的合理时间内通知承运人，以使承运人能够评估此类设备是否能够安全地运载。乘客有责任确保此类设备处于良好的工作状态并且可以操作此类设备。

19.6 All luggage must be securely packed and distinctly labelled. The Carrier shall not be liable for loss, damage or delay in delivery of any luggage, if luggage is not sufficiently labelled.

所有行李必须打包严实并贴上清晰的标签，如果行李没有全部贴上标签，承运人在运送过程中，对任

何行李的丢失，损坏或延误不承担任何责任。

19.7 The Carrier shall not be liable for loss or damage to Passenger's luggage or property while in the custody or control of stevedores or other independent shore side contractors.

承运人对装卸工或其他独立岸上承包商保管或控制的旅客行李或财产的损失或损坏不承担责任。

19.8 All luggage must be claimed upon arrival of the Cruise Ship at final port or it will be stored at Passenger risk and expense.

必须在邮轮停靠最终目的港后乘客方可领取行李，否则将由乘客自行承担风险和开支。

19.9 The Passenger shall not be liable to pay or receive any general average contribution in respect of baggage or personal effects or property.

乘客没有义务为行李或私人物品或私人财产支付或收受任何共同海损分摊。

19.10 The Carrier shall have a lien upon and the right to sell by auction or otherwise, without notice to the Passenger, any luggage or other property belonging to any Passenger in satisfaction of unpaid monies or of any other monies which may in any way have become due by the Passenger to the Carrier or to its servants, agents or representatives. 有任何款项在任何情况下到期但乘客未付给承运人、其工作人员、代理或代表，作为对前述钱款的补偿，承运者有权扣押乘客的行李或其他财产并以拍卖或其他方式进行出售，无需通知该乘客。

## **20. PASSENGERS' LIABILITY FOR DAMAGE**

The Passenger shall be liable for and shall reimburse the Carrier for any damage to the Vessel and/or its



furnishings or equipment or any other property of the Carrier caused by any wilful or negligent act or omission by the Passenger or any person for whom the Passenger is responsible including, but not limited to, children under the age of 18 travelling with a Passenger.

如果乘客或由乘客负责监护的任何人士，包括但不限于与乘客一起旅行的18岁以下的未成年人，故意或因疏忽或不作为而导致船只和/或船上家具或设备或其它任何属于承运人的财产受到损坏，则乘客应当为前述损坏承担责任并赔偿承运人的所有损失。

## **21. FORCE MAJEURE & EVENTS BEYOND THE CARRIER'S CONTROL**

The Carrier shall not be liable for any loss, injury, damage, or inability to perform the Voyage arising from any Force Majeure circumstances such as, but not limited to: war, terrorism - actual or threatened - fire, natural disasters, acts of God, labour strikes, bankruptcy, failure of subcontractors to perform, or any other events beyond the Carrier's control and/or any events which are unusual and/or unforeseeable.

承运人不对任何不可抗力情况造成的任何损失、伤害、损害或无法履行航程承担责任，这些不可抗力情况包括但不限于：战争、恐怖主义——实际发生的或威胁发生的——火灾、自然灾害、天灾、劳工罢工、破产、分包商未能履行义务，或承运人无法控制的任何其他事件和/或任何异常和/或不可预见的事件。

## **22. LIABILITY**

### **责任**

The liability (if any) of the Carrier for damages suffered as a result of death or personal injury to the

Passenger, or loss or damage to luggage shall be subject to the following limitations and shall be determined in accordance with the following:

因乘客死亡或受到人身伤害，或因行李的丢失或损坏，而导致承运人遭受的支付赔偿金的责任（如有），受到以下限制因素的制约，并应根据以下规定予以确定：

22.1 The International Convention relating to the Carriage of Passengers and their luggage by Sea, adopted in Athens on 13 December 1974 and (the "Athens Convention"), as subsequently amended in 1976 and as incorporated with effects from 1 January 2013 by EU Regulation 392/2009 Concerning the Rights of Passengers when travelling by sea in the event of Accidents (EU Regulation 392/2009), shall apply to international carriage by sea where the port of embarkation or disembarkation is in the EU or where the vessel has an EU flag or where the contract of carriage is made in the EU. The provisions of the Athens Convention and, where applicable, EU Regulation 392/2009 are hereby expressly incorporated into these conditions of carriage. Copies of the Athens Convention and EU Regulation 392/2009 are available on request and can be downloaded from the Internet at [www.imo.org](http://www.imo.org). The Carrier shall be entitled to the benefit of all the limitations, rights and immunities provided by the Athens Convention and, where applicable, EU Regulation 392/2009 including the full deductible under Article 8(4) of the Athens Convention. The liability of the Carrier for death, personal injury or illness to the Passenger shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention or, where applicable, the maximum sum of 400,000 SDR pursuant to EU Regulation 392/2009 and, where there is liability for war and terrorism, 250,000 SDR.

Liability of the Carrier for loss of or damage to Passenger's luggage or other property shall not exceed 833 SDR per Passenger under the Athens Convention or 2,250 SDR where EU Regulation 392/2009 applies. It is agreed that such liability of the Carrier shall be subject to a deductible of 13 SDR per Passenger, such sum to be deducted from the loss or damage to luggage or other property. The Passenger understands that the conversion rate of SDR's fluctuates daily and may be obtained from a bank or Internet. The value of an SDR can be calculated by visiting [http://www.imf.org/external/np/fin/data/rms\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx). If any provision of these Conditions of Carriage is rendered null and void by the Athens Convention or EU Regulation 392/2009, such invalidity shall be limited to the particular clause and not to the Conditions of Carriage.

与乘客及其行李海上运输有关的国际条约，于1974年12月13日在雅典正式通过的《海运乘客及行李雅典公约》，及其1976年版的修订书，结合2013年1月1日生效的《欧盟关于海运旅客在事故中的权利的规定》（“欧盟规定392/2009”），应适用于出发港或目的港在欧盟境内，或船舶有欧盟旗帜，或运输合同在欧盟境内成立的国际海上运输。本文书谨此将《雅典公约》和可适用的《欧盟规定392/2009》中的规定正式纳入本航运条款。必要时可提供《雅典公约》和《欧盟规定392/2009》的副本。您可以从互联网[www.imo.org](http://www.imo.org)上下载。承运人有权从《雅典公约》中和适用于《欧盟规定392/2009》时规定的所有限制条件、权利和豁免权中受益，包括《雅典公约》第8（4）条下的完全扣除条款。承运人对乘客的死亡、人身伤害或疾病承担的责任不可超越《雅典公约》1976年议定书中规定的46666特别提款权（“SDR”），适用《欧盟规定392/2009》时不

超过400,000特别提款权。如果有战争或恐怖主义活动责任，则不超过250,000特别提款权。承运人对乘客的行李或其它财产丢失或损坏所承担的责任不可以超出《雅典公约》每位乘客833特别提款权，适用《欧盟规定392/2009》时不超过2,250特别提款权。双方同意，承运人的前述责任应当按每位乘客减去13特别提款权计算，即从因行李或其它财产的丢失或损坏导致的损失金额中扣除。乘客知晓特别提款权的兑换率每日都在变动，而且可以通过银行或互联网查询。特别提款权的价值计算可访问[http://www.imf.org/external/np/fin/data/rms\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx)。如果《雅典公约》或《欧盟规定392/2009》导致了航运条款中任何规定失效，该等失效应当被限制于相关条款，而非整个航运条款。

22.2 The Carrier's liability in relation to death and/or personal injury is limited and shall in no circumstances whatsoever exceed the limits of liability set out under the Athens Convention or, where applicable, EU Regulation 392/2009.

承运人承担的与乘客死亡和/或发生人身伤害有关的责任是有限责任，而且在任何情况下都不可以超越《雅典公约》和可适用的《欧盟规定392/2009》中阐明的责任限额。

22.3 The Carrier will only be liable in relation to death and/or personal injury and/or loss of or damage to luggage in the event that the Carrier and/or its servants or agents are guilty of "fault or neglect", as required by Article 3 of the Athens Convention, or where there is liability for a shipping incident, where EU Regulation 392/2009 applies. The limits of liability under the terms of the Athens Convention shall be applicable to the Carrier's servants and/or agents and/or Independent Contractors in accordance with Article 11 of the Athens Convention. Any damages payable by the

Carrier shall be reduced in proportion to any contributory negligence by the Passenger as provided in Article 6 of the Athens Convention.

按照《雅典公约》第3条之规定，或在船舶航行事故发生时适用《欧盟规定392/2009》，承运人和/或其工作人员或代理只有在犯有过失或失职的情况下，才需对乘客死亡和/或发生人身伤害和/或行李丢失或损坏承担责任。根据《雅典公约》第11条的规定，《雅典公约》规定的责任限制适用于承运人的工作人员和/或代理和/或独立承包商。根据《雅典公约》第6条的规定，承运人应付的所有赔偿金都应当根据乘客的共同责任扣除一定的比例。

22.4 It is presumed under the Athens Convention and where applicable EU Regulation 392/2009 that the Carrier has delivered luggage to a Passenger unless written notice is given by the Passenger within the following periods:

除非乘客在以下期限内出具书面通知，否则根据《雅典公约》及可适用的《欧盟规定392/2009》下即可视为承运人已经将行李交给乘客：

(i) in the case of apparent damage before or at the time of disembarkation or redelivery.

如有明显损坏，则在下船或再装船前，或下船时或再装船时通知

(ii) in the case of damage which is not apparent or loss of luggage within fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.

如行李出现不明显的损坏或损失，则在下船或交付之日起十五日内通知，或于原本应当完成交付之日通知。

22.5 If the carriage provided hereunder is not “international carriage” as defined in Article 2 of the Athens Convention or the Vessel is being used as a floating hotel and or non-international carriage by sea, the remaining provisions of the Athens Convention shall apply to this/her contract and be deemed to be incorporated herein mutatis mutandis.

如果根据本合同提供的海运服务不属于《雅典公约》第2条中定义的“国际航运”，或如果船只被用作浮式酒店，则《雅典公约》中的其它条款经必要的修改变通后仍然适用于本合同，而且应当被视为本合同的组成部分。

22.6 The Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Passenger for declared value protection. Use of the ship’s safe is not a deposit with the ship. Where there is liability for loss of or damage to valuables deposited with the ship then such liability is limited to 1,200 SDR under the Athens Convention or 3,375SDR where EU Regulation 392/2009 applies. (ii) The Carrier and Passenger agree not to demand any security from the other in connection with a claim of any kind. The Passenger waives the right to arrest the Cruise Ship or to attach any other asset owned, chartered or operated by the Carrier. If the Cruise Ship is arrested or attached, then the ship and the Carrier shall have the right to any limitation and all defences available herein.

任何贵重物品，例如钱款、可转让证券、贵金属制品、珠宝、艺术品、照相机、电脑、电子设备或任何其它贵重物品，如发生丢失或损坏，承运人不承担任何

责任，除非它们系交予承运人负责保管，而且交存时已书面明确规定了高于申报价值的限额，而且乘客已经申报物品并支付额外保管费用。(i) 使用船舶的保险箱不属于寄存于船上。如果涉及寄存于船上的贵重物品的灭失或损坏责任，此种责任根据《雅典公约》应限于1,200特别提款权，或可适用的《欧盟规定392/2009》时限于3,375特别提款权。(ii) 承运人与乘客同意在涉及任何种类的主张时不要求另一方提供担保。乘客放弃扣押本邮轮或扣留查封任何承运人拥有，租赁或运营的其他资产的权利。如果本邮轮被扣押或查封，则船舶和承运人有权援用因此适用的任何限制和辩护。

22.7 In addition to the restrictions and exemptions from the liability provided in the Conditions of Carriage, the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of/or the global limitation on damages recoverable from the Carrier). Nothing in these Conditions of Carriage is intended to operate to limit or deprive the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servant and/or agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.

作为对航运条款中的限制规定和豁免规定的补充，承运人有权通过任何提供限制规定和/或义务免除规定的适用法律（包括但不限于：有关向承运人损坏索赔限额国际条约的船只船籍国的法律，或前述条约）中获得全部利益。航运条款中的任何内容都不限制或剥夺承运人利用前述任何法律法规，亦不限制或剥夺承运人利用其它限制规定或免除条款或义务的权利。承运人的工作人和/或代理有权充分利用与责任限制有关的所有前述规定。

22.8 Without prejudice to the provisions of 22.1 to 22.7 above, if any claim is brought against the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Conditions of Carriage are held to be legally unenforceable then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by the Carrier's own negligence or fault.

不影响上文第22.1至22.7条款中的规定，如果任何人对承运人提出任何索赔，而且提出地点所处法域的法律规定，航运条件中包括的适用免赔规定和限制规定有法律效力，那么在此情况下，对于因任何性质的原因导致的、未经证明系由于承运人的过失或失误导致的，任何人或财物的死亡、人身伤害、疾病、损坏、延误、丢失或损害，承运人不承担任何责任。

## **23. EMOTIONAL/DISTRESS**

### **精神损失**

No compensation is payable by the Carrier to any Passenger for any emotional stress, mental anguish and/or psychological injury of any kind save where legally recoverable against the Carrier as a result of any injury caused by an accident due to the fault or neglect of the Carrier.

如果任何乘客因任何原因导致任何程度的情绪紧张和/或精神痛苦，承运人不予赔偿。承运人对任何种类的心理创伤都不予赔偿，即使系因承运人过失或失职导致事故并造成任何人身伤害。

## **24. SHORE EXCURSIONS**

### **岸上游览**



The Terms and Conditions of Carriage, including limitation of liability, are applicable to the shore excursions purchased, whether in the form of a ticket coupon or voucher, whether prior to embarkation or from the Carrier after embarkation.

航运条款和条件，包括责任限制条款在内，都对乘客购买的岸上游览适用，无论购买形式是票据或代币券，无论是在登船前或登船后向承运人购买。

## **25. APPLICABLE LAW**

### **适用法律**

The applicable law for these Conditions of Carriage shall be Italian law.

本承运条款的适用法律是意大利法律。

## **26. JURISDICTION**

26.1 Unless differently provided by any applicable law, for all claims against the Carrier shall be brought in and be subject to the exclusive jurisdiction of the Courts of Naples, Italy.

除非适用法律另有规定，对承运人的所有索赔都应提交到意大利那不勒斯法庭并受其排他性司法管辖

。

## **27. NOTICES OF CLAIMS**

### **索赔通知**

(A)The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by the Passenger to the Master whilst onboard the Vessel.

如果发生事故后乘客未在船上报告船长，则承运人对于因此提出的索赔不承担任何责任。

(B) Notices of claim for death, illness, emotional stress or personal injury, with full particulars in writing shall be given to the Carrier and the Cruise Ship within six (6) months (185 days) after the date such death, injury, or illness occurring.

关于死亡、疾病、情绪过激或人身伤害的索赔通知书应当以书面形式充分阐明情况并于前述死亡、人身伤害或疾病发生之次日起六（6）个月（185日）内交给承运人和邮轮。

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

关于行李或其它财产丢失或损坏的索赔应当在下船前或下船时以书面形式通知承运人，如系不严重的损坏或损失，则应在下船日期起十五（15）日内书面提交给承运人。

(D) Complaints under EU Reg. 1177/2010 concerning accessibility, cancellation or delays must be made to the Carrier within two (2) months from the date the service was performed. The Carrier shall respond within 1 month to advise whether the complaint is substantiated, has been rejected or is still being considered. A final reply shall be provided within two (2) months. The Passenger shall provide such further information as may be required by the Carrier to deal with the Complaint. If the Passenger is not satisfied with the response then it may complain to the relevant enforcement body in the country of embarkation.

基于《欧盟规定1177/2010》的关于可及性、取消或延迟的申诉必须在被申诉服务完成之日起2个月内提交给承运人。承运人需在一个月內回复，告知该申

诉已经被证实，被拒绝或仍在考虑中。最终报告应在两个月内提供。乘客需提供承运人为处理申诉可能要求的更多的信息。如果乘客不满意承运人的回复，则乘客可以在登船国向有关执行机构申诉。

## **28. TIME LIMITS FOR FILING SUIT**

### **起诉时限**

All claims against the Carrier or the Cruise Ship for death, illness, emotional stress or personal injury to a Passenger or for loss or damage to luggage or other property shall be time barred after two (2) years from the date of disembarkation as provided by Article 16 of the Athens Convention and or where applicable EU Regulation 392/2009.

因乘客死亡、疾病、情绪过激或人身伤害，或因行李或其它财产丢失或损坏，而对承运人或邮轮提起的任何起诉都应当受到以下时限的约束：根据《雅典公约》第16条或可适用的《欧盟规定392/2009》的规定，下船日期起满两（2）年后，所有的起诉都失去时效。