



These are the Terms and Conditions under which you book and travel on any P&O Cruises product we sell you. You are bound by these Terms and Conditions, so it is important that you read them carefully.

P&O Cruises/We/Our/Us means Carnival plc. You are entering into this contract with Carnival plc trading as P&O Cruises, ARBN 107 998 443.

Certain laws such as the *Trade Practices Act 1974 (Cth)* and any applicable state based consumer legislation (from here known as 'consumer laws'), are in place for your protection. They are designed to ensure our services are provided with due care and skill and are reasonably fit for a holiday. These 'Terms & Conditions' do not alter any protection given to you by consumer laws.

All prices are correct at the time of publication and are quoted in Australian dollars.

Your agreement with us

When you first make a payment towards your cruise holiday, you accept our 'Terms & Conditions' on behalf of all passengers in the booking. Once we have received a payment, an agreement on these 'Terms & Conditions' becomes effective between all passengers in the booking and Carnival plc.

Fare types

When you holiday with P&O Cruises you can choose to purchase a Full Fare or one of our Discounted Fares. Passengers who purchase a Full Fare enjoy more flexible payment and cancellation conditions. Please refer to the Payment and Cancellation sections below.

Payments

Once you have decided on your holiday, we will need a deposit to secure your booking. It is essential that deposits are received by us within three days from when the booking is made. If payment is not received within this time, our system will automatically cancel your booking.

	Fare type	Cruises 18 nights or less	Cruises between 19 - 27 nights	Cruises 28 nights or more
Deposit Amount (aged 13 years and over)	All Fares	\$200	\$400	\$600
Deposit Amount (aged 12 years and under)	All Fares	\$100	\$200	\$300
Final Payment Due (number of days prior to departure)	Discounted Fares	70	70	90
Final Payment Due (number of days prior to departure)	Full Fares	30	30	30

Please note, all passengers within a booking must travel on the same fare type. It is essential that you make final payment by

the due date and in accordance with the type of fare you have purchased. If payment is not received, bookings will be automatically cancelled and our cancellation policy will apply.

If you are making a booking within the 'final payment due' period of your selected cruise, full payment is required at the time of booking.

Travel insurance

We strongly recommend you purchase appropriate international travel insurance at the time you pay your deposit. If you do not purchase travel insurance, you will not be able to claim for any cancellation charges, medical costs, repatriation and other expenses that may arise if things do not go according to plan.

Cancellation & refunds

Although we would love to see you on board, we understand that plans can change. Should you need to cancel your holiday, we ask that you notify your Travel Agent or our Customer Service Team at your earliest convenience. The refunds or cancellation charges that will be payable depend on the amount of notice you give us and the fare type you have purchased, as follows:

Days prior to departure	Cancellation Charges
Discounted Fares	
181 days or more	Full refund
180 - 71 days	Deposit Amount
70 - 43 days	25% of total fare
42 - 15 days	50% of total fare
14 days or less	100% of total fare
Full Fares	
31 days or more	Full refund
30 - 22 days	25% of total fare
21 - 15 days	50% of total fare
14 days or less	100% of total fare

Additional fees charged by airlines will be passed onto the passengers.

Changing your cruise holiday

We understand that on occasions you may need to change to a different cruise. When this happens, the following policy will apply.

Days prior to departure (of original booking)	Our Policy
121 days or more	One free change to a different P&O Cruise
120 days or less	Cancellation charges apply

Once you have used your 'one free change', cancellation charges, as per our Cancellation & Refunds policy, will apply for any other amendments.

Your fare

Your fare is determined by the fare type, the number of passengers in your cabin, its location on the ship, the amenities offered, port charges, government taxes and any applicable airfares including taxes and fees. Child fares, where applicable, only apply when children occupy a 3rd or 4th bed.

Fare changes

Once booked, your fare is only subject to any increased taxes, which will be added to the fare or to your on board account.

Sometimes we will release promotional fares. These can be offered and withdrawn at any time. If you decide to change to one of these promotional fares, you will need to cancel your existing booking and our cancellation policy will apply.

Fuel supplement




We may elect to impose a fuel supplement at any time, in which case an additional fee will apply to new bookings only. The total price quoted to you at the time of booking will be inclusive of any applicable fuel supplement.




Booking changes & ticket requests

Once you have made your booking, please check your invoice, 'Cruise Personaliser', or with your Travel Agent to ensure the details are correct.

Should you need to make changes to your booking or request tickets, the following administration fees will apply.

Changes/ Requests	Our Fee	Additional Fees
Spelling Correction (per person)	\$0	
Replacement Passenger* – including re-issue of ticket (per person)	\$25	
Ticket Re-Issue (per request)	\$25	

*One original passenger from the booking must always remain in the cabin. If the cancelling passenger was the only person that qualified the booking for a promotional fare (eg: past passenger fare) additional and remaining passengers will no longer be entitled to this promotional fare. The booking will revert to a different fare and the remaining passengers will need to pay the difference in cost, if any.

 Flights – all changes and requests subject to relevant airline fees.

Pregnancy

We are unable to accept any passengers who will have entered their 24th week or later of pregnancy, by the end of the cruise.

Minimum age to travel

To ensure suitable supervision, there needs to be at least one passenger 18 years or older in each cabin. However, to accommodate families cruising together, children may occupy a separate cabin to their parent/guardian, providing one child is aged 16 or over.

For departures between 1 November and 31 December, any passenger under the age of 21 years on the day they board the cruise, must travel in the same cabin as their parent/guardian.

We welcome children aged 12 months and over to cruise with us. We are unable to accommodate infants less than 12 months of age due to limited neo-natal facilities on board and at ports of call. In addition, infants aged between 12 months and 3 years must remain with their parent/guardian at all times.

Children

For the safety and enjoyment of all on board, there are limits on the number of children that can be carried within different age groups. The age of the passenger on the day they board the cruise, is the age we use for the entire holiday. We can advise you at the time of booking whether we are able to accept bookings for children on the cruise you have chosen.

Parents/guardians are responsible for children at all times. If a child displays dangerous or disruptive behaviour, the 'Rights of the Captain' will be applied to both parent/guardian and child.

Children's access to pools and spas may be restricted and adult supervision is required.

Children Centres

Children less than 3 years of age are welcome to use the Children Centres facilities under the direct supervision of their parent/guardian. To attend the Children Centres without a parent/guardian, children need to be over 3 years of age and toilet trained.

Use of the Children Centres requires daily registration and entry is on a first-come-first-served basis as places are limited. Group child minding for children 3-12 years is available between 10.30pm and 1am for a fee.

Requirements to travel

Passports, visas and vaccinations are your responsibility.

Without the necessary passport, visas and/or vaccinations, local authorities may deny you boarding, prevent you from going ashore, issue a fine or deny the ship entry into the port.

Passports are required and must be valid for a minimum of 6 months beyond the date of the cruise return. In addition, travel on our cruises will not revalidate an Australian re-entry visa.

Australian residents do not need a passport or visa for any cruise that does not visit a foreign port; however, government issued photo identification is required (Queensland Proof of Age cards will not be accepted). A current Medicare card can be used for passengers under 18 years of age.

Illicit substances

To ensure a safe and enjoyable holiday for all our passengers, it will be necessary for our staff and other parties, such as port and government agencies, to search you and your

luggage. You agree to allow such searches. We can deny boarding or disembark any person in possession of any weapons or illicit substances.

Alcohol & gambling

We are committed to the Responsible Service of Alcohol.

There may be times when we consider it appropriate to refuse the service of alcohol to a passenger for any reason. Passengers must be 18 years or over to purchase or consume alcohol, or gamble on board. Government issued photo identification may be requested (Queensland Proof of Age cards will not be accepted). Any alcohol purchased ashore will be collected at the gangway for safe keeping and will be returned to you on the last day of your cruise.

Your health

We care about the health and safety of our passengers. To assist, please advise us at the time of booking if you have any condition that requires medical attention, medication or special treatment. We may also ask you to complete a health questionnaire.

If a passenger has a condition that we decide may seriously affect the enjoyment, health or safety of themselves or any other person on board, we can refuse or cancel a booking, where necessary. We will give reasonable consideration when reaching this decision and will advise you as soon as possible. Provided you have given us all relevant information about the condition at the time of booking, you will be entitled to a full refund if we cancel your booking on the basis of this condition.

On board medical centre

Each ship has a Medical Centre that is staffed by registered doctors and nurses, who are available during scheduled clinic times to provide medical care for everyone on board. They are also available 24 hours a day, 7 days a week for medical emergencies. Our Medical Centre is only for medical needs arising on board and cannot cater for treatments that you know you will require while on holiday.

We are not a healthcare provider and may not be held liable for the sickness, injury or death of any passenger arising from any advice, treatment, care, services or any omission by medical staff. These medical providers exercise their own medical judgement and expertise.



TERMS & Conditions

On board medical charges

All cruises on our ships are outside the scope of Australian Medicare, New Zealand Accident Compensation Corporation (ACC) and private health insurance. Consultations, treatments and medication are charged at private rates and must be paid by you and claimed through your travel insurance.

Other service providers

While we specialise in cruising holidays, you may choose to book other services with us such as flights and shore tours. We can assist you in making these arrangements; however, we act only as a booking agent. The service providers are solely responsible for the information and service offered and their conditions will apply. Although our responsibility is on board the ship, where we arrange these services for you, we will assist in addressing any concerns you may have.

Any arrangements made by or for you are your responsibility and entirely at your own risk.

Ship & itinerary changes

We will do everything we reasonably can to make sure everything goes according to plan; however, sometimes changes can happen that may affect your holiday experience. This could include weather, mechanical difficulties, civil unrest or any other unforeseen circumstances.

In addition, we may charter all or part of the ship or remove the ship from service where this becomes necessary. We may change the itinerary, ship or cancel the cruise due to operational or commercial requirements.

We will notify you of these changes as soon as we can. Where we cancel a cruise or make a significant change to the ports in your itinerary prior to departure, you will have the choice of:

1. the new itinerary;
2. an alternative cruise of comparable standard, if available; or
3. cancelling the cruise for a full refund of your fare.

If we are required to change the itinerary or cancel the cruise due to safety, maritime law, severe weather or to protect human life or health, we are not required to provide any compensation. With this in mind, please do not make any important arrangements or meetings based on the proposed itinerary.

Rights of the captain

If a passenger seriously affects the safety, well-being or enjoyment of themselves or any other person on board, the Captain has the right to confine, sedate or disembark the passenger. In such cases, we are not responsible for any expenses including your return home. In addition, you will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, you accept that the safety, well-being and enjoyment of everyone on board, comes first.

Leaving the cruise early

If you are required or choose to leave the cruise for any reason, we are not responsible for any expenses, including your return home. This also applies if you do not return to the ship after a port visit in time for sailing. If we assist with any costs, you will need to repay us on your return. In addition, you will not be entitled to any refunds.

Legal matters

In the unlikely event you have reason to take legal action, you agree to use all reasonable efforts to bring the issue to our attention as soon as possible.

This contract is governed by the laws of New South Wales. You agree that any action you bring against us will be heard in New South Wales, unless consumer laws allow you to bring an action elsewhere in Australia.

You agree only to bring action against us and not any of our related bodies corporate as defined in the *Corporations Act 2001 (Cth)*, or any other person involved or connected with the ship. You agree that we hold the benefit of this promise for ourselves and also on behalf of the other parties it is intended to protect. If you do take action against any of those parties you will be required to compensate for the full amount of the actual damage or loss sustained, and any expenses incurred by us and the other person or persons who you claim against.

Where permitted by consumer laws and other laws, we shall not be liable for:

- loss of, or damage to, any luggage or other belongings
- sickness, injury or death, unless caused by our proven negligence.

In addition, our liability will be reduced in proportion to any negligence or fault on your part.

Privacy

Privacy laws safeguard your personal details.

Personal information

During the booking process and your cruise holiday, we ask for information about you. We collect this information so you receive the highest level of personalised service. After your holiday, your information is stored so we can inform you of any special offers or obtain feedback. If you do not wish to receive such offers or be contacted to provide feedback, please let us know. We may also be required to pass your information onto various third parties such as immigration officials, service providers and insurers.

If you consult the medical staff on board, any information shared with them may be made available to relevant people within our own organisation and also externally to medical specialists, insurance providers and our professional advisers.

Security cameras

For the safety and security of our passengers and crew, we use Closed Circuit Television (CCTV) to monitor and record public areas on board all our ships. If necessary, this footage may be viewed by our own personnel, advisers and external parties with a relevant interest. We are not responsible for any consequences arising from the viewing or other use of this footage.

If you would like to access your personal information or obtain a copy of our privacy policy, please contact our Customer Relations Department on:

Telephone: 1800 127 384 (Australia)
0800 444 740 (New Zealand)
Post: Locked Bag 1014
ST LEONARDS NSW 1590
Australia
Email: privacy@pocruises.com.au

While all the information in this brochure is correct at the time of printing, some details may change. Ask your Travel Agent to check at the time of booking or call P&O Cruises.

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