
TERMS AND CONDITIONS OF CARRIAGE
OF PASSENGERS AND LUGGAGE

FOR ROUTES

- a) Hong Kong International Airport / Macau
 - b) Hong Kong International Airport / Shenzhen-China
-

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1. GENERAL

1.1 Definitions

- 1.1.1 "Ancillary Services" includes the services of arranging for the local transportation of Passenger and his Luggage between the Hong Kong Airport Passenger Ferry Terminal and the Hong Kong International Airport Terminal, storage, warehousing, collection, delivery and other services relating or ancillary to the Carriage Services.
- 1.1.2 "Carrier" as such term is used herein shall mean the owners, charterers, managers and operators of the Vessel.
- 1.1.3 "Contract of Carriage" means a contract made by or on behalf of the Carrier for the Carriage by sea or water of a Passenger or of a Passenger and his Luggage, as the case may be.
- 1.1.4 "Vessel" means the vessel actually employed in the performance, in whole or in part, of the Contract of Carriage of the Passenger and/or his Luggage, and shall include, any substitute vessel owned, managed, rented or chartered by the Carrier in accordance with the terms hereof.
- 1.1.5 "Passenger" shall include any person including infants and unborn children (other than the Master or a member of the crew of the Vessel in question): -
 - 1.1.5.1 who is carried on board the Vessel, whether for reward or not, and whether or not such person shall have made a booking or caused the same to be made, and/or
 - 1.1.5.2 who has paid or on whose behalf has been paid any fare, and/or
 - 1.1.5.3 to whom or to whose agent a ticket is issued by or on behalf of the Carrier.
- 1.1.6 "Athens Convention" means the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea done at Athens on 13 December 1974 and the Protocol to that Convention done at London on 19 November 1976.
- 1.1.7 "Cabin Luggage" means any luggage which the Passenger has in his cabin or is otherwise in his possession, custody or control.
- 1.1.8 "Carriage" covers the following periods: -
 - 1.1.8.1 with regard to the Passenger and his Cabin Luggage, the period during which the Passenger and/or his Cabin Luggage are on board the Vessel or in the course of embarkation or disembarkation. However, with regard to the Passenger, Carriage does not include the period during which he is in a passenger terminal or station or on a quay or in or on any other port installation;
 - 1.1.8.2 with regard to Cabin Luggage, also the period during which the Passenger is in a passenger terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the Carrier or its servant or agent and has not been re-delivered to the Passenger;
 - 1.1.8.3 with regard to other luggage which is not Cabin Luggage, the period from the time of its taking over by the Carrier or its servant or agent onshore or on board until the time of its re-delivery by the Carrier or its servant or agent.
- 1.1.9 "Checked Luggage" means Luggage delivered to the custody of the Carrier for Carriage under clause 4.8 hereof.
- 1.1.10 "Luggage" means any article carried by the Carrier under a Contract of Carriage including Cabin Luggage and Checked Luggage but excluding live animals.
- 1.1.11 "Carriage Services" means the services of transportation or Carriage of Passenger and their Luggage by sea.
- 1.1.12 "Terms and Conditions" means these terms and conditions applicable to all Carriage of Passengers and Luggage by the Carrier subject to any amendment which the Carrier reserves the right to make from time to time and any such amendment made shall become operative and effective immediately after it is made or published by the Carrier. These terms and conditions shall apply equally to gratuitous Carriage performed by the Carrier.
- 1.1.13 "Airlines" means any service providers of carriage of passengers by air at the Hong Kong International Airport.

1.2 Carriage Services/Clause Paramount

All the sea Carriage Services by the Vessel provided by the Carrier shall have effect subject to the Athens Convention or any legislation making the Athens Convention applicable to the Carriage and the provisions of the Athens Convention or applicable legislation shall be deemed to be incorporated herein.

1.3 Fees and Taxes

Unless otherwise indicated the fare amount shown on the ticket/boarding pass is inclusive of the passenger embarkation fee and charges payable by the Carrier to the port and airport authorities, Governments and their representatives. Any other port charges, fees and charges for services other than the sea Carriage and any Government taxes are extra and must be paid by the Passenger.

1.4 Clause Headings

The clause headings used herein are for ease of reference only and shall not affect the construction of these Terms and Conditions.

1.5 Gender and Construction

Words implying the male gender shall also include the female gender and words importing the plural shall include the singular and vice versa.

1.6 Translations

In the case of any conflict between the English or Chinese versions of these Terms and Conditions, the English version shall prevail.

2 WHERE THE CARRIER CONTRACTS (ON BEHALF OF THE PASSENGER) IN ITS OWN NAME

2.1 Where the Carrier enters into a contract on behalf of the Passenger in its own name with any third party for any purposes, the Carrier is not itself a carrier nor does the Carrier make or purport to make any contract as a principal with the Passenger for that part of the carriage, storage, packing, unpacking, (local) transportation, transshipment, loading, unloading or other handling of the goods. The Carrier's obligation is to procure contracts for the carriage, storage, packing, unpacking, (local) transportation, transshipment, loading, unloading or other handling of goods by other persons.

2.2 In addition and without prejudice to the exceptions and limitations contained in these Terms and Conditions, the Carrier shall be entitled to the benefit of all exceptions and limitations in favour of any third party expressly contained or implied in the Carrier's contract with such third party. The Passenger shall not seek to impose on such third party any liability greater than that accepted by such third party under such contract.

2.3 The responsibility of the Carrier shall be limited to its provision of the sea Carriage Services to the Passenger only and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport or caused by or related to the services other than the sea Carriage Services even though the fare or passage money for the whole transport has been collected by the Carrier.

3 ANCILLARY SERVICES

3.1 All the Ancillary Services are arranged by the Carrier as agent on behalf of its Passenger and the Carrier is hereby expressly authorized to act on behalf of the Passenger to select, engage and enter into any contract or arrangement (whether in the name of the Passenger or otherwise) with any other carriers, truckmen, forwarders, receiving or delivery agents, warehousemen, packers and other persons for the provision of the Ancillary Services to the Passenger and to do any other acts or enter into any other contracts or arrangements for any other purposes pursuant or relating or incidental to the Passenger's instructions.

3.2 The Carrier shall be entitled to perform any of the Ancillary Services by itself or its parent, subsidiary or associated companies.

3.3 The Carrier is authorised by the Passenger to act or to enter into any contract or arrangement for the provision of the Ancillary Services to the Passenger upon such terms as the Carrier thinks fit without prior consultation with or further authorization from the Passenger and the Carrier is not required, unless specifically requested by the Passenger in writing, to inform the Passenger of the terms and conditions or details of the contracts or arrangements or acts entered into or taken by the Carrier as agent for the Passenger.

3.4 Without prejudice to the generality of the foregoing, the Carrier is authorised to agree with any third party providing the Ancillary Services the charges payable to such third party without reference to or

further authorization from the Passenger, it is being agreed that the difference between the charges payable by the Carrier to the third party(ies), and the charges payable by the Passenger to the Carrier is the Carrier's commission or remuneration or profit. The Passenger waives any and has no right of enquiry of the charges payable to the third party(ies) and the Carrier is not under any duty to account to the Passenger for the Carrier's commissions, remunerations or profits.

- 3.5 The Carrier is authorised (but is not obliged) to inspect or arrange for the Luggage to be inspected.
- 3.6 The Carrier is not obliged to arrange for the Luggage to be carried, forwarded, packed, unpacked, stored or handled separately. The Carrier is authorised (but is not obliged) to consolidate or arrange to be consolidated the Luggage of the Passenger with other Luggage.
- 3.7 The Passenger expressly agrees to be bound in all respects by any act or contract or arrangement done or entered into by the Carrier pursuant to the aforesaid authorizations.

4 REGULATIONS

4.1 Embarkation

Passengers must arrive and must have completed all Immigration formalities and any necessary and prevailing formalities required by port authorities and airport authorities therein with a sufficient period of time for boarding before the scheduled sailing time or any period of time stipulated or announced by the Carrier from time to time.

4.2 Validity of Ticket/Boarding Pass

Tickets/Boarding Pass are valid only for the date and time of sailing stated thereon and are not transferable except at the sole discretion of the Carrier. Subject to clauses 4.3 and 4.4 hereof, if a Passenger for whatever reason cancels his ticket or does not embark, any fare paid shall not be refunded and shall be forfeited in full.

4.3 Alteration and Cancellation of Sailing

The Carrier's sailing schedule is subject to change and/or cancellation by the Carrier with or without prior notice. Where any sailing is cancelled or delayed, or where any sailing is accidentally overbooked as a result of any malfunction or mal-operation of the Carrier's computerized ticket booking system (whether or not such overbooking is caused by the negligence of the Carrier or its servants or agents) the Carrier may: -

4.3.1 cancel any ticket/boarding pass;

4.3.2 substitute any other vessel and/or sailing date and time for that stated on the ticket/boarding pass.

The Carrier's rights under this clause are exercisable at the Carrier's absolute discretion, whenever the sailing as stated in the ticket/boarding pass is cancelled, delayed or overbooked etc.

4.4 Refund of Passage Money

Where in accordance with clause 4.3: -

4.4.1 any ticket/boarding pass is cancelled by the Carrier; and

4.4.2 any sailing time or date is substituted whereby the commencement of the voyage is altered by more than 2 hours from that stated on the ticket and the Passenger does not travel at the substituted time or date.

The fare paid by the Passenger will be refunded on application to the ticket office within one (1) month of such cancellation or substitution and on presentation of the ticket.

4.5 Children

4.5.1 Subject to change without any prior notice and sole discretion of the Carrier, each Passenger who is in possession of or has been issued with a ticket/boarding pass or on whose behalf a ticket/boarding pass has been issued may be accompanied by one child aged under two (2) years old and occupying a seat for sea Carriage and the child is charged at 50% of the applicable normal passage fee and any other prevailing port charges and fees, fees and charges for services and any Government taxes.

4.5.2 Subject to change without any prior notice and sole discretion of the Carrier, a child between two (2) years and twelve (12) years old who occupies a seat is charged at 75% of the

applicable normal passage fee for sea Carriage and any other prevailing port charges and fees, fees and charges for services and any Government taxes.

- 4.5.3 Subject to change without any prior notice and sole discretion of the Carrier, each Passenger of *Hong Kong Interantional Airport/ Macau route* who is in possession of or has been issued with a ticket/boarding pass or on whose behalf a ticket/boarding pass has been issued may be accompanied by one child aged under one (1) years old and not occupying a seat for sea Carriage and the child is not charged any applicable normal passage fee and any other prevailing port charges and fees, fees and charges for services and any Government taxes.
- 4.6 Obedience to Instructions
Passengers are to obey all instructions of the Carrier while on the Carrier's premises or on the Carrier's Vessel.
- 4.7 Free Luggage Allowance and Cabin Luggage
- 4.7.1 A Passenger may carry free of charge one item of Luggage not exceeding weight/cubic volume allowance as the Carrier may prescribe and announce from time to time at the notice board of the embarkation terminal. A Passenger shall pay charge for the Carriage of Luggage in excess of the free Luggage allowance at the applicable rate from time to time published by the Carrier.
- 4.7.2 A Passenger may carry with him onboard the Vessel as Cabin Luggage one item of hand Luggage provided that it is within the weight and cubic allowance referred to in clause 4.7.1 hereinabove. Any additional items of Luggage, or any such items which are in excess of the said allowance, will only be accepted as Checked Luggage in the custody of the Carrier and subject to a charge for such Carriage at the applicable rate from time to time published by the Carrier.
- 4.8 Checked Luggage and Valuables
- 4.8.1 Upon delivery to the Carrier of Luggage to be checked, the Carrier shall take custody thereof and issue a Luggage identification tag for each piece of Checked Luggage. If the Luggage has no name, initials or other personal identification, the Passenger shall affix such identification to the Luggage prior to acceptance.
- 4.8.2 The Carrier may refuse to accept Luggage as Checked Luggage unless it is properly packed in suitcases or other suitable containers to ensure safe Carriage with ordinary care in handling.
- 4.8.3 Checked Luggage will be carried on the same Vessel as the Passenger unless the Carrier decides that this is impracticable, in which case Checked Luggage will be carried on the subsequent sailing or vessel on which space is available.
- 4.8.4 The attention of Passengers is drawn to the provisions of Article 5 of the Athens Convention which provides that the Carrier shall not be liable for the loss of or damage to moneys, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the Carrier for the agreed purpose of safe-keeping. In this connection, Passengers should note that the Carrier has no facilities for the safe-keeping of valuables, and will therefore not ordinarily accept the deposit of valuables by Passengers, for such purpose.
- 4.9 Collection and Delivery of Checked Luggage
- 4.9.1 The Passenger shall collect his or her Luggage as soon as it is available for collection at the place of destination or stopover.
- 4.9.2 Only the bearer of the Luggage check and identification tag delivered to the Passenger at the time the Luggage was checked in is entitled to delivery of Luggage. Failure to present the luggage identification tag shall not prevent delivery provided the luggage check is produced and the Luggage is identified by other means.
- 4.9.3 If a person claiming the Luggage is unable to produce the luggage check and identify the Luggage by means of a luggage identification tag, the Carrier will deliver the Luggage to such person only on condition that he or she establishes to the Carrier's satisfaction his or her right thereto, and, if required by the Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by the Carrier as a result of such delivery.

- 4.9.4 Acceptance of Luggage by the bearer of the luggage check without complaint at the time of delivery is prima facie evidence that the Luggage has been delivered in good condition and in accordance with the Contract of Carriage.
- 4.10 Prohibited Luggage and Articles
Passengers are not allowed to take any of the following articles onboard: -
- 4.10.1 any firearms and ammunition;
 - 4.10.2 any dangerous or contraband or prohibited articles or other articles of the kind referred to in clause 5.7 below;
 - 4.10.3 any live poultry, fish, shellfish, household pets or other animals;
 - 4.10.4 any bicycle without dismantling wheels and not in a well and proper packaging;
 - 4.10.5 any nuisance goods or articles with odor smell or annoying noise;
 - 4.10.6 lighted items such as incense sticks, candles or lanterns.
- The servants or agents of the Carrier shall be entitled to search Passengers and/or their Luggage and goods travelling with them to ascertain whether there are any articles within the provisions of this clause. The Passenger agrees to allow such search upon being requested by the Master of the Vessel or other authorised servants or agents of the Carrier to do so.
- The Carrier may further refuse to permit on board any items which in the opinion of the Carrier are unsuitable for Carriage by reason of their weight, shape, size or character.
- 4.11 Refusal of Embarkation
The Carrier may refuse to allow on board any Passenger who is: -
- 4.11.1 in possession of any live animal or any goods of the kind referred to in clause 4.10 or who has an excessive quantity of Luggage or who refuses to submit himself or his Luggage or goods to a search when requested to do so;
 - 4.11.2 not in possession of a proper passport, visa, entry permit and the like valid at the ports of embarkation and disembarkation or any other documents which are required to meet all requirements and formalities of the Port and Airport Authorities therein and the airline who will provide air carriage service thereafter;
 - 4.11.3 in the opinion of the Carrier drunk or otherwise unfit for Carriage or suffering from infectious or contagious disease, or who is behaving in such a manner which is undesirable or may constitute a threat to the safety or comfort of other Passengers.
- In the event of such refusal of permission to board, no refund of the fare will be made. The Passengers' attention is also drawn to clauses 5.3, 5.6 and 5.7 below.
- 4.12 Passengers' Responsibility for Damage
Passengers will be held responsible for any damage caused by them to any property of the Carrier, including but not limited to the structure, machinery, gear, fittings, furnishing, equipment and appliances of the Vessel and the Carrier's landing stage and terminal buildings, and the Carrier reserves the right to detain Passengers' Luggage until compensation satisfactory to the Carrier in its absolute discretion has been made to the Carrier.
- 4.13 Disposal of Lost/Unclaimed Property
- 4.13.1 All lost/unclaimed property of the Passenger found on any of the Carrier's vessels or premises which come into the possession of the Carrier and not immediately claimed by the true owner thereof shall be dealt with as follows: -
 - 4.13.1.1 perishable, noxious or otherwise offensive goods or articles may be disposed of by the Carrier, its agents or servants, as soon as practicable after they have come into the Carrier's possession, by sale or otherwise as the Carrier sees fit;
 - 4.13.1.2 identification and travel documents, certificates or any other document which the Carrier considers to be of an important or confidential nature may be disposed of by the Carrier within such time they have come into the Carrier's possession and in such manner as the Carrier sees fit including but not limited to passing the same to the Police; and
 - 4.13.1.3 all other goods or articles shall be retained by the Carrier for a period of 3 months after they have come into its possession and, if at the end of that period they remain unclaimed, they shall be deemed to have been abandoned by their owners and the Carrier may dispose of them by sale or otherwise as the Carrier sees fit.
 - 4.13.2 If within a period of 6 months of any sale or disposal by the Carrier under clauses 4.13.1.1 or

4.13.1.3, the former owner or the person formerly entitled to the beneficial ownership of the goods or articles can establish his ownership to the satisfaction of the Carrier, he shall be paid, subject to his providing the Carrier with an indemnity in retention as the Carrier may reasonably require, the proceeds of sale, if any, less all expenses incurred by the Carrier for and incidental to the sale or disposal of those goods or articles.

4.13.3 Save as provided in clause 4.13.2, the Carrier shall have no liability whatsoever to any person in respect of lost/unclaimed property as bailees or otherwise and no claim for damages or compensation shall be brought against it by any person in respect of the same.

5 EXCEPTIONS AND LIBERTIES

5.1 Substitution of Vessel

The Carrier is at liberty to substitute any vessel for the Vessel (whether named on the ticket/boarding pass or not) scheduled to sail at the time stated on the ticket from the port of embarkation named thereon, whether owned by itself or not, for the purpose of fulfilling this contract whether wholly or in part.

5.2 Voyage

The Vessel may at any time whatsoever whether before or after embarkation proceed by any route whatsoever in the Carrier's or Master's absolute discretion (whether or not such route is the customary, direct or advertised route between the ports of embarkation and disembarkation) and may tow or be towed or sail at reduced speed for any purpose whatsoever, and carry live animals and every description of cargo on or below deck, including contraband, firearms and ammunition, explosives, munitions or warlike stores or dangerous cargo of every kind, and may proceed to or stay at any port or place whatsoever (although in a contrary direction or out of or beyond the customary or intended or advertised route to the port of disembarkation once or more often in any order backwards or forwards) for any purpose whatsoever, whether or not connected with the voyage, and even if making in substance another voyage or voyages.

5.3 Failure to Land

If for any reason whatsoever, the Passenger or any other Passenger for whom he is responsible is prevented from disembarking or fails to disembark at the port of disembarkation named in the ticket/boarding pass or substituted hereunder the Carrier may on carry such Passenger to any other port or return him to the port of embarkation in the sole discretion of the Carrier. If such conveyance is effected in any Vessel operated by the Carrier the Passenger shall pay additional passage money thereof. The Passenger shall further indemnify the Carrier against any expenses incurred by the Carrier directly in consequence of such prevention from disembarking or failure to disembark.

5.4 Omission to Call to Port

If, in the opinion of the Master of the Vessel or the Carrier, entry into the port of disembarkation may result in inconvenience, delay, damage, or danger either to the Vessel or any Passengers or cargo for any reason whatsoever (including without prejudice to the generality of the foregoing restriction, epidemic and whether actual or threatened strikes), the Vessel may omit to call at the port of disembarkation named on the passage ticket and may carry the Passengers forward or backward to any other port in the Carrier's sole discretion and land them and their Luggage there.

5.5 Special Orders

5.5.1 The Vessel shall have liberty to comply with any orders, directions, recommendations or warnings as to departure, arrival, routes, destinations, zones, waters, delivery, embarkation or disembarkation, or in any otherwise whatsoever or howsoever given by the Government of the nation under whose flag the Vessel sails or any other Government or local authority, including any de facto Government or local authority, or by any person or body acting or purporting to act as or with the authority of any such Government or authority or by any Committee or person having under the terms of the Vessel's war risks insurance the right to give any such orders, directions, recommendations or warnings.

5.5.2 If by reason of or in compliance with any such orders, directions, recommendations or warnings, the Vessel does not proceed to or is diverted from the port of disembarkation originally designated or to which she may have been ordered pursuant to the contract contained in the passenger ticket, the Vessel may proceed to any safe port of disembarkation

which the Master or Carrier in his or its discretion may decide on and there disembark the Passenger and land his Luggage. All extra expenses involved in reaching and disembarking and/or landing at any such other port of disembarkation shall be paid by the Passenger.

5.6. Sickness

- 5.6.1 No person (whether the holder of a ticket/boarding pass or not) with any infectious or contagious disease, or for any reason is likely to impair the health, safety or reasonable comfort of other persons shall embark on board the Vessel without having fully declared his condition to the Carrier in writing and that prior written consent of the Carrier to such embarkation has been obtained. Also the Carrier has the sole discretion to reject the passenger to embark if the Carrier suspects that the health of the other Passengers onboard will be under risk due to his health or the suspected Passenger cannot provide the necessary medical documentation to satisfy the prevailing requirements of the Carrier, Port and Airport Authorities and the Airlines.
- 5.6.2 Person suffering from any medical condition (including pregnancy), sickness, disease, injury or infirmity, bodily or mental is strongly advised to disclose his condition to the Carrier in writing at least twenty hours (24) hours before the scheduled sailing time and such person shall comply with all reasonable instructions and directions given by the Carrier in relation to his Carriage.
- 5.6.3 If any such person shall nevertheless embark or allow any such person for whom he is responsible to embark without such consent or disclosure as aforesaid having been obtained or made: -
- 5.6.3.1 the Carrier shall not be liable for any loss of life or personal injury which he or the person for whom he is responsible may suffer, or for complication or aggravation of the sickness, disease, injury or infirmity, in consequence of such medical condition, sickness, disease, injury, infirmity or exposure;
- 5.6.3.2 he shall indemnify the Carrier against all loss, damage and expense incurred directly or indirectly by the Carrier in consequence of such medical condition, sickness, disease, injury, infirmity or exposure, including any claims made against the Carrier howsoever and whensoever arising, and any costs of defending the same, which the Carrier may incur or pay to third parties arising out of the embarkation of such person on the Vessel.
- 5.6.4 If the Passenger for any reason whatsoever, including (but not limited to) any medical condition, sickness, disease, injury or infirmity, bodily or mental, reasonably appears to the Carrier or to Vessel's Master or crew to be: -
- 5.6.4.1 unfit to proceed, likely to endanger health or safety on board, or likely to impair reasonable comfort on board; and/or
- 5.6.4.2 likely to be refused permission to land at his port of destination.
- Then in such case, the Carrier may at its discretion refuse to embark or disembark such Passenger at any particular port, and may disembark him at any port. In case the Passenger is refused embarkation or is disembarked, no part of his passage fare shall be refunded and the Carrier shall not be liable for any loss or expense occasioned to the Passenger thereby.
- 5.6.5 Each Vessel may carry normal medical supplies in accordance with the requirements of the authority of the Port of Registry. There is no warranty that the medical supplies are suitable or fit for particular purposes. Passengers making use of such supplies do so at their own risk and the Carrier shall not be liable for any loss of life or personal injury or any other consequence whatsoever arising out of or in connection with the absence of special medical supplies on board the Vessel and/or improper use or application or omission to use or apply any such medical supplies.

5.7 Dangerous Goods

Subject to the clause 4.10 hereinabove, the Passenger warrants that no goods brought aboard by him whether in his Luggage or otherwise are firearms and ammunition, or goods of a dangerous nature or such as to endanger the health or safety of other Passenger or which may otherwise constitute a nuisance. Such Passenger will be absolutely responsible for and will fully indemnify the Carrier against any detention of the Vessel and any penalties, fines, expenses, loss damage or liability of whatsoever kind resulting from his breach of this warranty. Further, all goods which are not allowed to be taken on board by any Airlines are also not allowed to be brought on board the Vessel.

5.8 Everything to Form Part of Contract Voyage

Anything done or not done by reason of or in compliance with clauses 5.1 to 5.7 hereof shall be done or not done as part of or as the case may be in fulfillment of the contractual and intended voyage and of the Carrier's obligations hereunder. In the case of transshipment or disembarkation or landing of the Passenger and/or his Luggage or other goods in pursuance of any of the liberties accorded in clauses 5.1 to 5.7 hereof, the Carrier shall cease to be under any obligation to forward the Passenger or his Luggage to the port of disembarkation named in the passage ticket and all the remedies and rights of the Carrier, its servants or agents shall have effect accordingly and nothing so done or not done shall constitute a deviation, and all the obligations of the Carrier shall be deemed to have been duly fulfilled and the passage fare earned in full.

5.9 Lien

The Carrier shall have a lien on the Passenger's Luggage and other goods for any passage fare or other charges unpaid or any other debts whatsoever due to the Carrier under the terms of this contract.

5.10 Liability and Exemption

5.10.1 The liability of the Carrier for death or personal injury of the Passenger or for loss of or damage to his Luggage shall, if the incident causing such death, injury, loss or damage occurred on board or during embarkation or disembarkation of the Passenger, be determined in accordance with the Athens Convention as enacted in the Hong Kong Special Administrative Region, together with any modifications to such Convention having the force of law in the Hong Kong Special Administrative Region. The Carrier shall be entitled to all rights, privileges, exceptions, limitations and immunities conferred by the Athens Convention enacted as aforesaid, or by any other legislation in force in the Hong Kong Special Administrative Region or elsewhere, and nothing contained herein shall be deemed to be a waiver of any such rights, privileges, exceptions, limitations and immunities.

5.10.2 The Carrier shall not be liable for any claims for damage to or loss of Luggage of the Passenger unless full particulars thereof in writing are given to the Carrier or its agent: -

5.10.2.1 in the case of apparent damage to the Luggage: for Cabin Luggage, before or at the time of disembarkation of the Passenger, and for all other Luggage before or at the time of its redelivery;

5.10.2.2 in the case of damage to Luggage which is not apparent, or loss of Luggage: within fifteen days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place (as the case may be).

References to loss of or damage to Luggage shall include any pecuniary loss resulting from delay in redelivery of Luggage to the Passenger, in accordance with and subject to the applicable provisions of the Athens Convention.

5.10.3 The Carrier shall not be liable in an amount exceeding the amount specified in Article 7 paragraph 1 of the Athens Convention per Passenger per Carriage in respect of loss of life or personal injury, or the following amounts in respect of loss of or damage to property: -

- in the case of Cabin Luggage including valuables, the amount specified in Article 8 paragraph 1 of the Athens Convention per Passenger, per Carriage;

- in the case of vehicles including all Luggage carried in or on the vehicle, the amount specified in Article 8 paragraph 2 of the Athens Convention per vehicle, per Carriage;

- in the case of all other property, the amount specified in Article 8 paragraph 3 of the Athens Convention per Passenger, per Carriage.

PROVIDED always that the liability of the Carrier as stated above shall be subject to the applicable deductible specified in Article 8 paragraph 4 of the Athens Convention, such sum to be deducted from the loss or damage. The liability of the Carrier as stated above shall be further reduced in proportion to any contributory negligence of the Passenger.

5.10.4 The Carrier's liability shall not exceed the amount of proven damages. The Carrier shall furthermore not be liable for any indirect or consequential loss or damage.

5.10.5 The Carrier shall in no circumstances whatsoever be responsible for death, injury or sickness of any Passenger or for loss of or damage to Luggage caused by any incident occurring prior to embarkation or after disembarkation, however such death, injury, sickness, loss or damage was caused and whether or not resulting from unseaworthiness or unfitness of the Vessel, any quay, landing stage or other premises or property owned or used by the Carrier or its servants or agents and/or from the neglect or default of the Carrier or its servants or agents.

- 5.10.6 Any claim which is not covered by the Athens Convention must be notified in writing to the Carrier or its agent within one month of the date of disembarkation or of the date when the claimant first had knowledge of the material facts giving rise to the claim, whichever date is the later, and any action thereon must be commenced within two years of such date. Unless these time limits are complied with the Carrier shall be under no liability to the Passenger whatsoever. Any action or proceeding covered by the Athens Convention shall be time-barred after a period of two years in accordance with the applicable provisions of such Convention.
- 5.10.7 The provisions of clauses 5.10.1 to 5.10.6 hereinabove, whichever may be applicable, shall extend to any auxiliary contract, supply or service of whatsoever nature (including, but without limitation, to the sale or supply of food, drink and other goods and services and the provision of medical care) made or provided by the Carrier on shore or on board. In the event of any sale or supply of food, drink, medicines or any other goods or services whatsoever to the Passenger any express or implied condition or warranty, statutory or otherwise, by which the Carrier or its servants or agents might otherwise held liable to the Passenger, is hereby excluded.
- 5.10.8 The obligation of the Carrier in the case of cancellation of or delay to any sailing or the cancellation of any ticket shall be limited to the return of the fare in accordance with clause 4.4. In no circumstances whatsoever shall the Carrier be under any other liability to the Passenger for any delay prior to embarkation or on the voyage.
- 5.10.9 Every condition, limitation, exception and liberty herein contained and every right, exemption from or limit of liability, defence and immunity of whatsoever nature applicable to the Carrier shall also be available and extend to protect every servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier), and for the purposes of this clause, the Carrier is contracting with the Passenger as agent of and trustee for such servant and agent, who shall be deemed to be parties to the contract contained in the passage ticket. The aggregate of the amounts recoverable from the Carrier and such servants and agents in respect of the liabilities specified in clause 5.10.3 shall not exceed the applicable limits specified in such clause and the Carrier shall be entitled to be paid on demand any sum recovered or recoverable by the Passenger from such servants or agents in excess of those limits.
- 5.11 Overriding Law and Variations
- 5.11.1 To the extent that any provision contained or referred to herein is contrary to anything contained in the Athens Convention, as enacted in the Hong Kong Special Administrative Region together with any modifications to such Convention having the force of law in the Hong Kong Special Administrative Region, where applicable, or to any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any such provision shall not affect the validity of any other provision contained or referred to herein.
- 5.11.2 No person other than a director of the Carrier has the authority to vary these Terms and Conditions and no such variation shall be valid and effective unless contained in writing.

6 JURISDICTION

These Terms and Conditions, and any disputes arising in connection therewith or in connection with the Carriage or non-carriage of the Passenger or his Luggage aboard the Vessel shall be governed by the laws of the Hong Kong Special Administrative Region. Subject to the applicable provisions relating to jurisdiction of the Athens Convention, all claims against the Carrier shall be determined in the courts of the Hong Kong Special Administrative Region.