
Qatar Accommodation Agency 2022
Terms & Conditions of Sale for Accommodation
Contract Ref #: FWC22/B2C/WEB

These **Terms and Conditions** apply between the client (“**You**”) and Qatar Accommodation Agency 2022 LLC (“**us**”), a company incorporated and registered in Qatar at: 6th Floor, Ammara Building, Ibn Mahmoud Street, Bin Mahmoud, Doha, Qatar (Commercial Registration No. 151663), doing business under the business name of “**Qatar Accommodation Agency 2022**” (“**us**”) and relate to the booking of accommodation (“**Client Rooms**”) including hotels, apartments, villas, cruise ships and/or fan villages (each an “**Accommodation Provider**”) in connection with the FIFA World Cup Qatar 2022™ (the “**Event**”).

You confirm that you agree to book Client Rooms directly from us via our website <https://www.qatar2022.qa/book> in accordance with these Terms and Conditions. By accessing and continuing to use this site, you agree to each and every one of these Terms and Conditions.

1. BOOKING ACCOMMODATION (CLIENT ROOMS)

1.1. You acknowledge and agree that the booking process (the “**Booking Process**”) involves a number of steps including (i) providing payment details to us (ii) completing, checking and submitting the online booking summary and payment page (the “**Booking Summary**”), (iii) providing the Ticket Application Number(s) where required; and (iv) clicking the box accepting these Terms and Conditions and any other relevant terms or conditions provided at the time of booking, including without limitation, any terms and conditions of the Accommodation Provider. Where the Client Rooms are on a cruise ship, the MSC Boarding Conditions at Annex 1 of these Terms and Conditions will apply to your booking, and you will be required to comply with them. You are solely responsible for the choice of the services you book and the suitability of those services for your needs. You are solely responsible for all infants and children in your care, including their wellbeing, conduct and behaviour.

1.2. When booking your accommodation, you should carefully check and approve your Booking Summary before proceeding and ensure that all Client Rooms you wish to purchase are correctly identified. You also acknowledge the Terms and Conditions shall also incorporate rules of stay (if any) that may be provided by the relevant Accommodation Provider at guest check-in and agree to comply with such terms and ensure that all guests using the Client Rooms as part of your booking shall do so.

1.3. Your submission of your Booking Summary constitutes your agreement to purchase the Client Rooms and your agreement to these Terms and Conditions. The confirmation of your booking request by us depends on several aspects, such as, without limitation, payment by you of the total amount payable as set out on the Booking Summary and the correct and complete provision by you of all information required under the Booking Process. A booking confirmation is subject to availability of the Client Rooms. If we confirm your booking, we will e-mail you a confirmation with full details of your confirmed Client Rooms (the “**Confirmed Rooms**”) and the amount paid (the “**Order Confirmation**”). For the avoidance of doubt, you agree that payment in full for the Confirmed Rooms will be taken by us prior to e-mailing you the Order Confirmation. We will make every effort to accommodate your requests for specific room type and location, however, we are unable to guarantee any requests as rooms may not assigned until check in. Additional fees may apply depending on the specific requests.

1.4. You are responsible for correctly completing and providing all information required under the Booking Process including the full completion and submission of the Booking Summary and for ensuring such information is accurate. We reserve the right to reject any applications which are incomplete or incorrect. We shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost



or incomplete booking applications or failure to communicate with you by e-mail due to the non-acceptance or delivery failure of the Order Confirmation by your e-mail.

1.5. If the Booking Summary is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Booking Summary and clicks the acceptance of the Terms and Conditions box represents and warrants that he/she has the legal capacity and authority to bind the company/legal entity indicated in the Booking Summary. Furthermore, you represent that you are of legal age to enter into binding agreements.

1.6. Minimum Stay Policy: The booking of Client Rooms must be made in compliance with the standard minimum stay policy, which is applicable to all types of Accommodation Provider and for each round and match of the Event as set out in the table below (“**the Standard Minimum Stay Policy**”). The Standard Minimum Stay Policy may be subject to variation and any such variation will be notified to you during the Booking Process. This may include exceptions to the Standard Minimum Stay Policy which will permit you to complete a booking for a stay less than defined in the Standard Minimum Stay Policy. Where a non-match night is booked, no minimum stay requirement applies.

Standard Minimum Stay Policy

Round/ Match	Apartments & Villas	Cruise Ship Hotels	Fan Village	Hotels
Opening/ Group Stage	3 nights	2 nights	2 nights	2 nights
Round of Sixteen	3 nights	2 nights	2 nights	2 nights
Quarter Finals	2 nights	2 nights	2 nights	2 nights
Semi Finals	2 nights	3 nights	3 nights	3 nights
Final/ 3rd Place	3 nights	4 nights	4 nights	4 nights

1.7. Adult Guests for Confirmed Rooms: Each Confirmed Room must include at least one adult guest of eighteen (18) years old over. It is not permitted for a Confirmed Room to comprise minors under the age of eighteen (18) without the inclusion of an adult.

1.8. All Bookings Conditional on the Purchase of Tickets: The booking of each Client Room on our website and the right of you and your guest(s) to take up and utilize each such Confirmed Room is strictly conditional upon you and each guest (including minors) holding a valid ticket(s) to attend the Event.

2. PAYING FOR ACCOMMODATION (CLIENT ROOMS)

2.1. The Confirmation Total: You agree to be invoiced in Qatari Riyals “QAR” and to pay in QAR for the total amount set out in the Booking Summary (“**Confirmation Total**”) and as invoiced by us and payable by you in QAR in accordance with these Terms and Conditions.

2.2. Service Charges and Taxes: Amounts invoiced by us under these Terms and Conditions are currently not subject to service charge or taxes. Should the law of the Qatari government change, we will charge the prevailing applicable service charge and/or tax accordingly upon notifying you in writing.

2.3. Incidental Charges: The Confirmation Total does not cover, and we shall not under any circumstances be responsible for, any incidental charges incurred by or on behalf of the person(s) using the Confirmed Rooms, including but not limited to room service, food and beverage (unless expressly included), laundry services, telephone calls and all corresponding service charges and taxes. You or your guests may therefore be required by the Accommodation Provider upon check-in (arrival) to guarantee payment of incidental charges with a major credit card or cash deposit.



2.4. Confirmed Rooms: The Confirmation Total comprises payment for the Confirmed Rooms reserved for you for the entire length of stay booking via Qatar Accommodation Agency 2022.

2.5. Payment Schedule: you agree to pay in full (in QAR in accordance with these Terms and Conditions) the Confirmation Total for all Confirmed Rooms upon your submission of Booking Summary.

2.6. Payment Arrangements: your payments to us shall be made online. Online payment shall be available for those credit cards identified as being accepted by us ("**Accepted Card**").

2.7. The misuse of an Accepted Card or use without authorization of the legal holder of the Accepted Card is viewed in the most serious manner by us and we reserve the right to take legal action against those committing or attempting to commit online fraud, or similar criminal or civil offence.

2.8 We reserve the right to refuse to process payments in respect of customers with a prior history of questionable charges or where we reasonably believe a sale may result in a breach of these Terms and Conditions. We may carry out such checks as we consider appropriate before processing an Accepted Card payment for security purposes. As part of such checks, you grant us the right to disclose personal data to third parties for the purposes of carrying out these security checks. You acknowledge and agree we will not be liable for any damages resulting from our decision not to process a payment. You explicitly approve the transfer of your personal data in this context. For more detail regarding the processing of personal data by us, please refer to our Privacy Policy.

2.9 Fulfilment:

- a. Where a booking has been completed online, we shall, unless we otherwise inform you, provide you with evouchers ("**vouchers**") that specify the details of the Confirmed Rooms, and which provide evidence of your reservations with the Accommodation Provider and which the guest/s using the Confirmed Room may present to the Accommodation Provider upon check-in.
- b. You are required to provide guest data as requested through the Booking Process and as requested by us at any time.
- c. Any guest data requested by us and not provided by you in advance may result in the guest not being checked in by the Accommodation Provider. In such instance, neither we nor the Accommodation Provider will be held responsible.
- d. Please be aware that once the guest stay has started, the voucher used for that stay cannot be amended and guests within the Confirmed Rooms cannot be changed.
- e. Please note that preferences requested during the Booking Process cannot be guaranteed. For example: the provision of baby cots is subject to request and availability.

Apartments & Villas Only - Pre-Check In Procedure: where the guest email addresses are provided against your confirmed apartment or villa booking, a Pre Check-in email with a guest link, will be sent to the guests by the Accommodation Provider to request any missing guest data, passport information (copy) and for completion of a health declaration. The Pre Check-in email will be sent to the guest between approximately one (1) and (3) days prior to their check-in date. Following any submission of information via the pre check-in link, any changes to guest data can only be made upon arrival at the reserved accommodation.

2.10. Data: Where the Accommodation Provider will require us to provide guest data, you will be informed during the Booking Process. Guest data to be provided may include but is not limited to; First name, Surname, Nationality, Date of Birth, Place of Birth, Gender, emergency contact name and phone number, dining requirements and special needs (if any), number and type of identity document, place and date of issue of identity document, renewal and expiry date of the identity document and any other relevant data and contact details of you and/or your guests in order to verify those



who will be using the Confirmed Rooms as required by us. You acknowledge and agree that you will provide this information to us on request and that we may use, process and store such data for this purpose and provide it to the Accommodation Provider. Provision of such information may be required at check-in, and by providing it in advance, the guest check-in process will be quicker and easier. Each identity document submitted must be a valid, personal identity document as determined by us. You acknowledge your responsibility to obtain the consent of each of your guests to use their data for the purpose described above in these terms and in the terms of our Privacy Policy, and that you have obtained such consent prior to providing us with such data.

2.11. Cruise Ship Booking Data Provision: Provided the sale of Confirmed Rooms in relation to any cruise ships is completed prior to 01 October 2022, all guest data must be provided to us in the required format, no later than 10 October 2022. For any sale of Confirmed Rooms in relation to any cruise ships completed after 01 October 2022, all guest data must be provided during the Booking Process or immediately upon request. Any failure to provide the data by the required date, or for it to be provided incorrect or incomplete, may jeopardise the guest booking. We accept no responsibility should you not provide the data as requested.

2.12. Cruise Ship Guest Requirements: Where your Confirmed Room is on a cruise ship, you agree that you will comply with the MSC Boarding Conditions in Annex 1 of these Terms and Conditions and that:

- a. you will, for the duration of your stay with the Accommodation Provider, be required to be in possession of a passport or suitable identity document, visa and health certificates as may be required by the State of Qatar which such documents being valid for the duration of your stay;
- b. your luggage may be subject to security inspections, which may involve physical search;
- c. your luggage will be restricted to suitcases and hand luggage of such size and type as can be suitably stored in the Client Rooms and that cabin trunks cannot be accepted on board and the loading of them will be refused;
- d. you will be required to settle your Incidental Charges accounts with the relevant Accommodation Provider before disembarking at the end of your stay with the Accommodation Provider; and
- e. no contraband or illegal substances, firearms, dangerous goods or live animals (other than any assistance dog, such as guide dogs or service dogs) will be permitted onboard any MSC Ship.

3. CANCELLATION OF CONFIRMED ROOMS

3.1. Cancelling Confirmed Room nights up to 30 April 2022: If you decide to cancel a Confirmed Room after receipt of the Order Confirmation and up to 30 April 2022, you will be charged a cancellation fee of twenty percent (20%) of the total value of any Confirmed Room nights that you cancel and will receive a refund for the balance. All cancellations must be made online.

3.2. Cancelling Confirmed Room nights after 30 April 2022: If you decide to cancel Confirmed Room night(s) after receipt of the Order Confirmation but after the 30 April 2022, you will be charged a cancellation fee of one hundred percent (100%) of the total value of any Confirmed Room nights that you cancel. All cancellation must be made online.

3.3. Partial Cancellation: In the event of partial cancellation of your Order Confirmation under either of the subsections 3.1 or 3.2, the Confirmed Rooms that you retain must comply with any applicable minimum stay requirements as set out at Section 1.6 above or identified during the Booking Process.

3.4. No Refund: Except in the cases outlined in section 3.1 and 3.5, no refunds will be issued for any cancellations regardless of guest arrival and/ or the circumstance of such cancellations. No refunds for unsatisfactory accommodation will be considered onsite – please speak to your Accommodation Provider and contact the QAA enquiries team if any issues arise during your stay. Cases are to be put forward with supporting photographic imagery to the Qatar Accommodation Agency 2022 for consideration/ processing.

3.5 Resales: Where Client Rooms have been cancelled in accordance with subsection 3.2, such Client Rooms will be made available for resale by us. Where we successfully resell any room night(s) comprised within the cancelled Client Room, a refund of 80% of the cancellation fee for each such room night successfully resold will be returned to you following the Event.

4. INVOICES

The appropriate invoices shall be raised in QAR and provided to you on request once the Order Confirmation has been sent to you. You may request duplicate copies of such invoice by contacting us directly at the address provided below at Section 5.10.

5. MISCELLANEOUS

5.1. In order to supply the accommodation under these Terms and Conditions, contracts have been entered into with third party suppliers. Our role after that point is to secure your booking with the Accommodation Provider and although we will try to resolve matters where the Accommodation Provider has not complied with any of its obligations, we emphasise that we do not have control over or responsibility for the actual services provided to you by the Accommodation Provider or for the actions of it or its employees.

5.2. We do, however, accept liability where we, or our staff, have not properly performed our contracted obligations except where such failure/ improper performance arose:

- a. Due to the acts and/ or omissions of the person(s) affected.
- b. Due to acts and/ or omissions of a person unconnected with the provision of your contracted services and in circumstances beyond our control.
- c. Due to any event which was beyond our control and which we, or the supplier of the service could not have forestalled or foreseen even with all due care.

Therefore, we shall not be liable for any loss, costs, expenses, fines, liabilities, direct or indirect damage, including any extrinsic, special, penal, punitive, exemplary or consequential damage or damages of any kind whatsoever (“**Damage**”) or howsoever caused in connection with your use of the Client Rooms even if they are caused by our negligence (save that nothing excludes our liability in the event of our gross negligence, wilful misconduct or fraud), unless we are in breach of a material contractual duty. We shall not be liable in the event of gross negligence of the Accommodation Providers as our suppliers unless there is a breach of a material contractual duty under these Terms and Conditions and the Confirmation and/or the Revised Confirmation.

We shall not be liable for any Damages that are untypical and unforeseeable under these Terms and Conditions and the Confirmation and/or the Revised Confirmation.

An inherent risk of exposure to Covid-19 exists in any public place where people are present, including accommodation property. Covid-19 is an extremely contagious disease that can lead to severe illness, temporary and permanent disability, and death. Pre-existing risk factors such as underlying medical conditions and advanced age may make certain individuals particularly vulnerable. By entering any accommodation property, you confirm that you and each of your guests voluntarily assume all risks related to exposure to covid-19. You further acknowledge and accept that you and each of your guests will follow any and all rules and/or protocols that may be implemented in order to attempt to reduce the spread of or the risk of contracting covid-19 and that the inability or unwillingness to comply with such rules and/or protocols shall not entitle you or your guests to a refund or any other form of compensation.

You shall remain responsible at all times for checking and taking care of all requirements and legal obligations relating to your own and your guests’ entry to and exit from Qatar and in relation to you and your guests’ movements inside



Qatar, including but not limited to visa, vaccination, health declarations and Covid-19 related matters together with any local laws and restrictions that may apply during you and your guests' stay in Qatar. It is not our responsibility to advise or update you on such matters.

Disclaimer in relation to apartment and villa photographic images: Please note that in certain instances photographs appearing on the website in relation to apartments & villas may not be of the specific property itself but of an equivalent property type.

5.3. Your liability to us: Although we arrange your reservation with the Accommodation Provider(s), we cannot be held responsible for the acts and omissions of you and any of the guests who use the Confirmed Rooms allocated to you. You will be responsible directly to the Accommodation Providers. In the event of any claim, cost or expense arising against us in respect of any such act or omission including any claim initiated against us by any Accommodation Provider or any of your guests who use the Confirmed Rooms, you confirm that you will fully indemnify us and bear the responsibility for this, either by settling and paying for such claims, fines, costs or expenses or, if you dispute any such claim, fine, cost or expense, that you will be responsible for the costs arising in defending such a claim including our own reasonable costs (if any).

5.4. Warranty: Except to the extent otherwise expressly provided for in this Section 5.4, and to the extent permissible by law, we provide no warranties, whether express, tacit or implied, arising by operation of law or otherwise, in respect of any of the services provided to you. We specifically disclaim any implied warranties of fitness for a particular purpose or merchantability. Your primary rights in the event the accommodation services are not performed properly in accordance with these Terms and Conditions and the Confirmation and the Revised Confirmation, shall be our assigning of our warranty claims, if any, against the respective accommodation provider to you. In any case, the warranty shall be limited to the property services being in accordance with the specification given by us.

5.5. Amendments: We reserve the right to amend these Terms and Conditions from time to time in order to ensure compliance with applicable laws or any requirements of FIFA or the Supreme Committee for Delivery & Legacy and will give you notice of any such amendments. You may not amend or alter these Terms and Conditions without our prior written agreement.

5.6. Term and Termination: These Terms and Conditions shall apply to all transactions between us in connection with the Event. You may terminate these Terms and Conditions by notice in writing in the event that we commit any serious breach of its material terms and fail to remedy such breach within five (5) local business days (Sunday-Thursday). We shall be entitled to recall any or all Confirmed Rooms by notice in writing to you and to apply the Cancellation Fees referred to at Section 3.5 above if: (a) you commit an irremediable breach, or a remediable breach and fail to remedy it within fifteen (15) days of receipt of notice of said breach requiring remedy of same; (b) you make any voluntary surrender or arrangement with your creditors or become subject to an administrative order or (being an individual or firm) are sequestered or become bankrupt or (being a company) go into provisional or final liquidation or placed under judicial management (otherwise than for the purpose of solvent amalgamation or reconstruction) or are placed under any other similar or replacement regime covered from time to time by the insolvency law in your jurisdiction or cease or threaten to cease to carry on business or an encumbrancer takes possession or a receiver is appointed to any of your property or assets or if we reasonably apprehend that any such event is about to occur and notify you accordingly.

5.7. Waiver: None of these Terms and Conditions may be waived except with the express written consent of the party or parties who is going to be bound by the waiver. Neither your rights nor our rights under these Terms and Conditions will be deemed to have been waived by any act or conduct on either your or our part, or by any neglect to exercise or enforce such right or power or by any delay in doing so. The rights and powers that are given to either of us under these Terms and Conditions shall continue to apply unless and until the person who is going to be bound by a waiver has



specifically waived or released such powers in writing and signed in confirmation thereof. No waiver shall operate as a waiver of any other default or of the same default on a future occasion.

5.8. Assignment: The Terms and Conditions that apply on each booking and are personal to you and you may not assign, transfer, subcontract or otherwise part with any benefits or obligations without our prior written consent, provided however that you may assign or transfer the right to use any number of Confirmed Rooms without our prior written consent. Please note that if you do allow someone else to use the Confirmed Rooms in accordance with this Clause then you agree to ensure that these Terms and Conditions will apply to that person also. We may assign these Terms and Conditions together with all respective rights and obligations hereunder to any subsidiary or associated company of Qatar Accommodation Agency 2022 and/or any other party as directed to us by the Supreme Committee for Delivery and Legacy.

5.9. Independent Contractors: For the avoidance of any doubt, you and ourselves shall each be and remain independent contractors with respect to each other and with respect to all rights obtained and services performed. Nothing herein shall be construed to:

- a. Constitute you and ourselves as partners, joint ventures or co-owners;
- b. Constitute you or us as the agent, employee or representative of the other;
- c. Empower you or us to act for, bind or otherwise create or assume any obligations on behalf of the other.

5.10. Notices: All notices, demands, requests or other communications (“**Communications**”) shall be in writing and shall be sent via registered mail or transmitted by hand delivery, e-mail or fax to the address or details chosen by each party as follows:

- a. If intended for us:
Addressed to: The Chief Operating Officer, Qatar Accommodation Agency 2022 LLC
Palm Tower B, 2nd Floor, Office 202, Majlis Al Taawon Street, West Bay, Doha
E-Mail Address: enquiries@book.qatar2022.qa
Phone number: +974 4141 2022

Or to such other address as may be designated by us in writing to you.

- b. If intended for you, at the address provided by you and given on your Confirmation or to such other address as may be designated by you in writing to us.

Such notices, demands or other communications shall be deemed given within five (5) days of posting and upon the date of faxing or hand delivery unless the contrary can be proved. In the case of transmission by fax, confirmation of the transmission must be made by mailing the original notice demand or communication not later than the business day following the transmission.

5.11. Severability: If any provision or portion of any provision is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provisions shall not be affected by this.

5.12 Binding Agreement: Both you and we intend to rely upon the written terms set out here in these Terms and Conditions and in the Confirmation and any Revised Confirmation. If either party requires any changes which are agreed by the other, both parties should make sure to ask that these be put in writing. **BOTH PARTIES ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING DOCUMENT. BEFORE AGREEING TO THESE TERMS AND CONDITIONS AND YOUR BOOKING YOU SHOULD READ IT CAREFULLY AND ENSURE THAT IT CONTAINS EVERYTHING YOU WANT AND NOTHING YOU ARE NOT PREPARED TO AGREE TO.**



5.13. Headings: Section and subsection headings are for ease of reference only and shall not constitute a part of these Terms and Conditions nor be given any substantive effect.

5.14. Resolution of Complaints: If you encounter a problem in relation to the services being supplied you should immediately inform the Accommodation Provider and also our own representative who will do what they can to resolve matters to your satisfaction. If the difficulty is not resolved at the time to your satisfaction you must ensure that you contact us in writing no later than twenty-eight (28) days after your return at the address provided to you in Section 5.10 above. If you fail to advise us and/or the supplier promptly about such difficulties this may affect our ability to properly look into and resolve this matter for you.

5.15. These Terms and Conditions shall be governed and interpreted in accordance with the laws of the State of Qatar. The parties shall endeavour in good faith to resolve any dispute arising from, and/or in connection with these Terms and Conditions by way of good faith discussion and negotiation. If the parties do not resolve any such dispute within thirty (30) days from the date on which negotiations are initiated, the dispute shall be finally determined under the exclusive jurisdiction of the courts of the State of Qatar.

5.16. Governing Law: your booking, any modified booking and these Terms and Conditions shall be governed by, construed, interpreted, applied and enforced in accordance with, the laws of The State of Qatar (without giving effect to principles of conflict of law thereof) and the place of performance for the services provided under these Terms and Conditions shall be Qatar.

5.17. Force Majeure: The performance of these Terms and Conditions by either party is subject to acts of God, epidemic, pandemic, war, government action or decree, disaster, strikes (other than strikes by our staff), riot or civil disorder, acts of terrorism, curtailment of transportation facilities (to the extent such curtailment was beyond our reasonable control), inclement weather, the postponement, rescheduling or cancellation of the Event, the Event being held "behind closed doors", or the Event being relocated to another venue or any other emergencies beyond the affected party's control making it illegal or impossible to perform its obligations under these Terms and Conditions. In the event that performance of these Terms and Conditions is not possible by reason of Force Majeure, neither party shall be deemed to be in breach of the terms of these Terms and Conditions and neither party shall then be obligated in any manner to the other with respect to such performance. Compensation will not be payable by either.

5.18. Refund/ alternative accommodation for non-availability of Confirmed Rooms: In the event that your Confirmed Room(s) is/are not available you will be provided the option of either a full refund or alternative accommodation of equivalent quality.

5.19. Refund in the event of refusal of Hayya Card: In the event that a Hayya Card is refused to you or any named guest who is using the Confirmed Rooms, you will, on providing proof of such refusal, be provided with a refund in relation to those Confirmed Rooms which correspond to the person who has been refused their Hayya Card. For the avoidance of doubt, where the Confirmed Room is occupied on a shared basis, a refund will only be payable where all named guests in the Confirmed Room have had their Hayya Card refused.

5.20. Insurance: you are responsible for (and we strongly recommend you do so) arranging and obtaining your own travel insurance (including cancellation insurance) in respect of all issues arising out of these Terms and Conditions including in particular Section 5.17 above. To the extent permitted by the applicable law, we cannot be responsible for any losses incurred by you arising from a Force Majeure event.

5.21. No Commercial Use of Transaction/ Commercial Identification Prohibition: We have no right to grant and you shall not use commercial identification rights of any kind relating to the 2022 FIFA World Cup Qatar™ or the services described therein. All such commercial identification rights must be granted by FIFA only.

ANNEX 1
MSC BOARDING CONDITIONS

These boarding conditions are only relating to customers booking Cruise Ship Hotels.

These Boarding Conditions govern the relationship, responsibilities and liabilities as between, on the one side, the Client and /or each Guest (as appropriate) named on the Booking and, on the other side, the Carrier and are **BINDING ON THESE PARTIES**.

Each Guest, or the Client on behalf of the Guests has entered into a contract with Qatar Accommodation Agency 2022 for the purpose of the Guests boarding one of the Vessels. All Guests agree to all the terms and conditions of the Booking along with these Boarding Conditions. These Boarding Conditions are to be deemed as incorporated into the Booking Confirmation and will apply whether or not there is any actual carriage during the period any of the Guests are on board.

The Guest must carefully read these Boarding Conditions, (and the Client shall also be obliged to do so, and to ensure that all Guests (or its parent/guardian in the case of a Minor) read and accept these Boarding Conditions before the Guest or Client makes the Booking. These Boarding Conditions set out its rights, responsibilities and limitations towards the Carrier, its servants and/or agents. The Carrier's liability is limited as set out in Clause 19.

1. CONSTRUCTION AND DEFINITIONS

BOOKING means a final and binding reservation, regulated by the terms and conditions above, entered into at the time of booking and these Boarding Conditions and the contract for boarding and carriage (if any), that the Guest (or the Client on behalf of the Guests) has entered into with the QAA, for the purpose of booking accommodation rooms on one or more Vessels.

BOOKING CONFIRMATION means the document issued as confirmation of the Booking and issued by the QAA in order for the Guests to access the Vessel.

CARRIER for the purpose of any obligation or responsibility attaching to the carrier under these Boarding Conditions, the Carrier means MSC Cruises SA, with registered Offices in Avenue Eugène Pittard 40, 1206 Geneva (Switzerland). However, the protections and defences which are provided for in these Boarding Conditions in favour of the Carrier, shall also apply to the owner and/or charterer whether bare boat/demise charter, the actual carrier, the time charterer, sub-charterer, manager or operator of the Vessel including SC. The term "Carrier" includes the Carriers, the carrying vessel, ("Cruise Ship"), its owner, charterer, manager, operator, any tenders or other means of transport provided by the Carrier to the Guest.

CLIENT means (if applicable) any person or entity who has entered into a contract with the Qatar Accommodation Agency 2022 for the purpose of any Guest boarding the Vessel. The Client confirms that it has full authority to enter into on behalf of and bind all Guests named on the Booking Confirmation. All Guests visiting the Vessel together will be deemed to have understood and agree with these Boarding Conditions and the conditions of the Booking.

DISABLED PERSON means any person whose mobility 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 adaptation to that persons particular needs for the service made available to all Guests.

GUEST means each and every person named on the Booking Confirmation including Minors. All references to the "GUEST" (singular) shall include the plural and vice versa. All Guests visiting the Vessel together, including adults responsible for Minors, will be deemed to have understood and agreed with these Boarding Conditions. For the purpose of this definition, Guests include any senior officials (such as government personnel, FIFA representatives and relevant sponsors) boarding the vessel.

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

MASTER means the Captain or person in charge of the carrying Vessel at any given point and commanding of the vessel.

MINOR means any Guest under the age of 18 or under the legal age limit which is in force pursuant to the applicable law. For the specific purpose of serving or consuming alcohols in Qatar "MINOR" means a Guest under the age of 21.

QATAR ACCOMMODATION AGENCY 2022 or **QAA** means the agency appointed by SC to manage the booking of accommodation options during the Tournament.

RECOGNISED ASSISTANCE DOG means any dog that has been trained to assist a Disabled Person by an organisation that is a member of Assistance Dogs International and/or the International Guide Dog Federation.

SC means the Supreme Committee for Delivery & Legacy.

TOURNAMENT means the FIFA World Cup Qatar 2022™

VESSEL means the vessel named in the relevant Booking Confirmation or the substituted vessel owned, chartered, operated and/or controlled by the Carrier.

VOYAGE shall, for the purpose of these Boarding Conditions, mean any period during which Guests are on board the Vessel.

2. **VALIDITY, NON-TRANSFERABILITY AND AMENDMENT**

The Carrier agrees to transport and/or have on board the Guest on the Voyage, stay on board or event to be held on named or substitute Vessels. Before boarding, the Guest agrees to be bound by all its terms, conditions and limitations. All prior oral and/or written agreement is superseded by these conditions. These Boarding Conditions cannot be amended without written and signed consent from the Carrier or its authorised representative. The Booking Confirmation issued by the QAA is valid only for the Guests for whom it is issued, for the date and Vessel indicated or any substitute Vessel and is not transferable.

3. **MAINTENANCE DURING DELAY OR OVERSTAYING**

A Guest who wishes to remain on board after having been asked to disembark will be required by the Carrier, SC and QAA to book and pay for his/her additional stay at the available rates for every night he/she wishes to remain on board beyond the period he/she was intended to stay. Any additional booking to be processed via QAA will be subject to availability and may require the guest(s) to disembark, re-embark and may require a new cabin allocation. Without an additional booking the guest(s) must disembark without delay.



4. OPERATION, TIMETABLES AND DELAYS

- 4.1. The Vessel'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.
- 4.2. Any dates and/or times specified in any timetables or otherwise, that may be issued by the SC 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 at its sole discretion.
- 4.3. If the Vessel shall be prevented or hindered by any cause whatsoever from operating in the ordinary course, the Carrier shall be entitled to transfer the Guest to any other similar vessel.

5. EXTRA CHARGES

- 5.1. Each Guest shall pay in full all charges for goods and services 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.
- 5.2. Alcoholic beverages, cocktails, soft drinks, mineral water and any medical expenses, any independent contractor services or products, charges or taxes imposed by any government agency shall be extra charges, unless otherwise stated as included at the time of booking.

6. TRAVEL DOCUMENTS

- 6.1. Each Guest must present for inspection upon request the Booking Confirmation and/or eVoucher (as applicable), a valid passport as well as any visa, entry or exit permit, any Qatari ID, Resident Permit or Hayya Card.
- 6.2. Each Guest (or, if a Minor, his/her parents or guardian) shall be liable to the Carrier, SC and/or the QAA for any fines or penalties imposed on the Vessel or Carrier, SC and/or the QAA by any authorities for the Guest's failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.
- 6.3. The Carrier, SC and/or the QAA reserves the right to check and record details of the documentation in clause 6.1. The Carrier, SC and/or the QAA makes no representation and gives no warranties as to the correctness of any documentation that is checked.

7. SECURITY

- 7.1. Each Guest shall present him/herself for boarding, according to the instructions provided by the QAA and shall be available for any security inspections.
- 7.2. For security reasons and any requirements by law, each Guest acknowledges and agrees that agents of the Carrier may search the Guest, his/her Luggage.
- 7.3. 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 Vessel or persons on board.
- 7.4. Each Guest is prohibited from bringing on board any articles that can be used as a weapon, explosives, illegal or dangerous goods.
- 7.5. The Carrier reserves the right to search any cabin, berth or other part of the Vessel for security reasons at any time.

8. FITNESS TO STAY ONBOARD

- 8.1. In order to ensure that the Carrier is able to host Guests safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements



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- established by competent authorities, including the vessel's flag state, the Guest warrants that his/her conduct or condition will not impair the safety of the Vessel or inconvenience other persons onboard.
- 8.2. If it appears to the Carrier, the Master or the Vessel's doctor that a Guest is for any reason unfit to stay on board and/or likely to endanger safety, then the Carrier or the Master shall have the right to take any of the following courses: (i) to refuse to embark the Guest; (ii) to disembark the Guest; (iii) to transfer the Guest to another berth or cabin; (iv) if the Vessel's doctor considers it advisable, to place or confine him/her in the Vessel's hospital or to transfer the Guest to an ashore health facility at the Guest's expense; and/or (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Guest to a hospital or other similar institution ashore at the Guest's expense, provided that the ship's doctor and/or Master considers that any such steps are necessary.
 - 8.3. Unless provided under any applicable law, where a Guest is refused embarkation as a result of safety and/or fitness to stay on board, the Carrier, SC or the QAA shall not be liable for any loss or expense occasioned to the Guest thereby, nor shall the Guest be entitled to any compensation from the Carrier, SC or the QAA
 - 8.4. The Vessel has a limited number of cabins equipped for Disabled Persons, available on a first come, first served basis. Not all areas or equipment on the Vessel are suitable for access to Disabled Persons.
 - 8.5. 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 stay on board, or anyone whose condition may constitute a danger to themselves or others onboard on the grounds of safety.
 - 8.6. Guests 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 QAA at the time of booking. This should include detailed information required to assist QAA in making available accessible transport to Disabled Persons. Wheelchair users must specify whether they operate a manual or powered wheelchair and inform QAA whether they require portside or stadium facilities and services at the time of booking. This is to ensure that the Guests can safely embark, disembark and remain on board in accordance with all applicable safety requirements. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing. If any Guest cannot be carried safely and in accordance with applicable safety requirements then the Carrier can refuse to accept a Guest or embarkation of a Disabled Person on the grounds of safety.
 - 8.7. Wheelchair users must furnish their own standard size wheelchairs. The Vessel's wheelchairs are available for emergency use only. Where the Carrier considers it strictly necessary for the safety of the Guest it may require a Disabled Person to be accompanied by another person or a Recognised Assistance Dog who is capable of providing the assistance required by the Disabled Person. This requirement will be based entirely on the Carrier assessing the need of the Guest on grounds of safety and may vary from Vessel to Vessel.
 - 8.8. Where any mobility or other equipment is lost or damaged by the fault or neglect of the Carrier then it is the Carrier's decision as to whether to repair or replace such equipment taking into account the reasonable requirements of the Guest. All equipment must be capable of being carried safely and must be declared at the time of booking. 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.
 - 8.9. Any Guest who embarks, or allows any other guest for whom he or she is responsible to embark, when he/she or such other guest 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, 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 of 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 the consent in writing of the Carrier or the Master to such embarkation has been obtained.

- 8.10. Although the Vessel is planned to be berthed at all times at the Cruise Terminal in Doha, conditions may arise when it will be necessary to anchor offshore rather than alongside. When this is the case, the Carrier will use a tender to take Guests ashore. A tender is a small vessel and may not be suitable for persons with Disabilities or Reduced Mobility or balance problems. When using tenders, safety is the utmost priority and it is important that the Guests are able to use the tender safely. The Guests may be required to descend to a platform or pontoon and into the tender. There may be steps both up and down and Guests may need to navigate a gap between the platform and the tender (which can be approximately 1.5 ft). Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day. Guests must be fit and mobile enough to access and disembark the tender. If Guests have impaired mobility, or use a mobility aid such as a stick, then they must carefully consider their ability to embark the tender safely before making their way down to the platform. Guests must take into consideration the use of steps, the possibility of a gap and height difference between the platform and the tender, and the potential sudden movement of the tender when making a decision. Wheelchairs and mobility scooters will not be carried by the crew to the tender. All Guests must be independently mobile enough to use the tenders. Ultimately, carriage by tender may be refused by the Master or any of his officers if there is any doubt as to the safety of any Guests.

All Guests must take extra care when stepping on and off the tender. There will be crewmembers there to guide and steady Guests as they embark and disembark but they cannot support, lift or carry Guests. The same precautions apply when Guests disembark the tender in the port.

9. **SMOKING POLICY**

- 9.1. Smoking is not permitted in any food service areas (buffets and restaurants), the medical centres, child-care areas, corridors or elevator foyers, areas where Guests are assembled in groups for safety exercises, disembarkation or tour departures, public toilets, or in bars close to areas where food is served is strictly prohibited.
- 9.2. Smoking in the cabins and on the cabin balconies is strictly prohibited.
- 9.3. Smoking is only permitted in a dedicated outside area of each Vessel, indicated by signage, where ashtrays are provided.
- 9.4. The Carrier reserves the right to levy a fee should passengers be found smoking in non-designated area of the Vessel. Repeatedly smoking in non-smoking areas can ultimately lead to early disembarkation and prosecution by the authorities.
- 9.5. The Guest shall be liable for any damage caused by smoking.
- 9.6. Disposing of cigarette butts over the side of the Vessel is strictly prohibited.

10. **CONDUCT OF GUESTS**

- 10.1. The safety of the Vessel and all those onboard is of paramount important. Guests must pay attention to and comply with all regulations and notices relating to the safety of the Vessel, her crew and guests, the terminal facilities and immigration requirements.



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- 10.2. Guests must at all times conduct themselves in a manner that respects the safety and privacy of other persons onboard.
- 10.3. Guests must comply with any reasonable request made by any member of staff, the Master or his/her officers.
- 10.4. All Guests must take care for their safety whilst walking on outside decks. Guests and children must not run around the decks or other parts of the Vessel.
- 10.5. Guests' Luggage must not be left unaccompanied at any time, unless different and reasonable instructions are given by the staff. Unaccompanied Luggage may be removed and/or destroyed.
- 10.6. Guests 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 Guest 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 Guest may also be liable for statutory fines and/or penalties.
- 10.7. In order to ensure safety and security standards, it is strictly forbidden to bring food and beverage onboard the Vessels. In compliance with this requirement, during embarkation, checks may be carried out on Guests' 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.
- 10.8. The Guest will in any event be liable for any injury, loss or damage occasioned by their breach of any of the prohibitions in these Boarding Conditions and must indemnify the Carrier, SC and QAA against any claim in respect thereof.
11. **ANIMALS/PETS**
- 11.1. 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 Guest without permission will be taken into custody and arrangements will be made for the animal to be landed at the Guest's sole expense.
- 11.2. 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 nor any member of the Crew shall be liable to the Guest in respect of any loss or injury or death to the pet or animal whilst in the Carrier's possession/custody.
- 11.3. Recognised Assistance Dogs are subject to and must comply with national and EU Regulations and/or equivalent applicable legislations regarding health, inoculations, training and travel. It is the Guest's responsibility to have all necessary papers, to be made available for inspection on request, and check the position prior to the boarding.
12. **ALCOHOL**
- 12.1. Alcoholic drinks, including wines, spirits, beer or other liqueurs are available for purchase onboard the Vessel at fixed prices. Guests 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 Voyage. It is the responsibility of the individual Guest and any accompanying adults to ensure such legal age limits are complied with.
- 12.2. The Carrier and/or its servants and/or agents may confiscate alcohol brought onboard by Guests.



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

13. MINORS

13.1. All the provisions of clause 8 and the requirement of fitness to travel are applicable to all Guests including Minors.

13.2. The Carrier does not accept unaccompanied Minors. Minors will not be allowed to embark unless they are accompanied by a parent or guardian or other authorised person (**Adult Guests**) who shall be identified on the Booking Confirmation. Adult Guests embarking with a Minor shall be fully responsible for that Minor's conduct and behaviour. Minors may not order or consume alcoholic beverages.

13.3. Minors onboard must be supervised by an Adult Guest at all times and are welcome at the activities onboard provided that an Adult Guest is present. Children cannot remain onboard if the Adult Guest goes ashore.

13.4. The Adult Guest 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 a Minor in their care.

13.5. Minors are subject to all the terms contained in the Boarding Conditions.

14. MEDICAL SERVICES/TREATMENT

14.1. Medical services are available on board the Vessel as a convenience to Guests. However, Guests are encouraged, where possible, to seek medical assistance from providers on shore. The Vessel's doctor and medical personnel are not under the Master's or Carrier's control for treating Guests.

14.2. Medical facilities onboard may be limited. The Carrier, Master or doctor 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 concerned Guest 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.

14.3. The ship's doctor is not qualified to deliver babies onboard nor 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 women are referred to this section 14 for information regarding the medical facilities onboard.

14.4. It is the Guest's obligation and responsibility to seek medical assistance from the qualified doctor onboard the Vessel as and when necessary, during his/her stay on-board.

14.5. The Vessel's doctor is not a specialist and the Vessel's hospital 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 any Guest as a result of any inability to treat any medical condition as a result.

14.6. In the event of illness or accident, Guests may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of any medical treatment ashore to which any Guest is referred.

14.7. In relation to medical equipment, which any Guest intends to bring on board, it is the responsibility of the concerned Guest to arrange delivery to the docks prior to check-in of all medical equipment.



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- 14.8. The requirement for Guests to notify to the QAA at the time of booking if they need to bring their own medical equipment on-board is to ensure that the medical equipment can be carried and/or carried safely.
- 14.9. It is the concerned Guest's responsibility to ensure that all personal medical equipment is in good working order and for arranging enough equipment and supplies to last the entire Voyage. The Vessel does not carry any replacement.
- 14.10. The concerned Guest must be able to operate all own equipment. If there are any particular conditions requiring a personal care or supervision then such personal care or supervision must be arranged by that Guest at his/her expense. The Vessel is unable to provide or arrange respite services, one to one personal care or supervision or any other form of carer for physical or psychiatric or other conditions.
- 15. OTHER INDEPENDENT CONTRACTORS**
- 15.1. The Vessel 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 of liability referred to into these Boarding Conditions shall apply to all independent contractors.
- 15.2. The Carrier shall not be responsible in any way for the conduct, products or services provided by such independent contractors.
- 16. GUEST'S LUGGAGE AND PERSONAL PROPERTY**
- 16.1. Guests are encouraged to limit their checked Luggage to two suitcases and two pieces of hand Luggage per person.
- 16.2. In no case will the maximum amount of Luggage in each cabin exceed 100 kg and 8 pieces among all Guests in the same cabin. Equipment required by Disabled Persons and Medical Equipment is not included as part of this luggage limit provided that additional weight and/or numbers are communicated to the Carrier in advance who may refuse to embark them on the grounds of safety. Prams and wheelchairs are always allowed but must be kept in cabins when not in use and must not block any exits when in use around the Vessel.
- 16.3. All Luggage is to be kept in the cabin, keeping all exits free of any obstacles.
- 16.4. Guests' Luggage and property shall include only personal belongings, and any commercial property shall be subject to an additional charge. Guest bookings of a commercial nature, such as FIFA sponsors, shall, at the discretion of the SC and subject to Carrier's agreement, not be subject to additional charges for the storage of commercial property.
- 16.5. The Carrier shall not be responsible for any fragile or perishable property carried by a Guest.
- 16.6. No animals are permitted on board, except for Recognised Assistance Dogs licensed to a Guest. The concerned Guest shall have full responsibility for any Recognised Assistance Dogs.
- 16.7. Guests with their own wheelchairs must check that suitable accommodations are available at the time of booking, and the relevant reference is to be added to the Booking Confirmation or eVoucher (where applicable) or request for embarkation. If medical mobility or other equipment is required, this must be notified to the QAA at the time of booking or within a reasonable time prior to the Voyage to enable the Carrier to assess whether such equipment can be carried safely. It is the concerned Guest's responsibility to ensure that such equipment is in good working order and that the Guest can operate such equipment.



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- 16.8. 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.
- 16.9. The Carrier shall not be liable for loss or damage to the Guests' Luggage while in the custody or control of stevedores or other independent shore side contractors.
- 16.10. All Luggage must be claimed at disembarkation from the Vessel or it will be stored at the Guest's risk and expense.
- 16.11. The Guest shall not be liable to pay or receive any general average contribution in respect of Luggage.
- 16.12. The Carrier shall have a lien upon and the right to sell by auction or otherwise, without notice to any Guest, any Luggage in satisfaction of unpaid monies or of any other monies that may in any way have become due by any Guest to the Carrier or to its servants, agents or representatives.

17. GUEST'S LIABILITY FOR DAMAGE

Guests 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 Guests or any person for whom the Guests are responsible including, but not limited to, Minors travelling with a Guest.

18. FORCE MAJEURE & EVENTS BEYOND THE CARRIER'S CONTROL

Except as provided by law, 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.

19. LIABILITY OF THE CARRIER

- 19.1. The liability (if any) of the Carrier for damages suffered as a result of death or personal injury to the Guest, or loss or damage to Luggage shall be determined in accordance with the following Conventions whose limits apply including in any claims for loss of or damage to Luggage and or death and or personal injury and are hereby expressly incorporated into these Boarding Conditions:
- a) The International Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 (The Athens Convention 1974) or where applicable The Athens Convention 2002, or EU Regulation 392/2009 Concerning the Rights of Passengers when travelling by sea in the event of Accidents (EU Regulation 392/2009).
 - b) The Athens Convention 2002 where ratified and applicable to the boarding contract shall apply where EU 392/2009 does not apply.
 - c) For bookings where the Athens Convention 2002 does not apply and which are not made in the EU or the Vessel does not have an EU flag or and where the place of embarkation or disembarkation is not in the EU then the provisions of the Athens Convention 1974 and the limits therein shall apply and are hereby expressly incorporated into these Boarding Conditions.
 - d) Copies of the Athens Convention 1974, 2002 and EU Regulation 392/2009 are available on request and can be downloaded from the Internet at www.imo.org and [https://www.imo.org/en/About/Conventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-\(PAL\).aspx](https://www.imo.org/en/About/Conventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-(PAL).aspx).
 - e) A summary of EU Regulation 392/2009 can be found at <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=URISERV:tr0018&from=EN>



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- f) It is agreed that the Carrier shall at all times be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability thereunder.
- g) If any provision of these Boarding Conditions is rendered null and void by the Athens Convention 1974, Athens Convention 2002, or EU Regulation 392/2009 or otherwise then any such invalidity shall be limited to the particular clause and not to the Boarding Conditions.
- 19.2. The level of damages a Carrier may be liable to pay in relation to death and/or personal injury and or loss of or damage to Luggage is limited and shall in no circumstances whatsoever exceed the limits of liability set out under the Athens Convention 1974 or, where applicable, The Athens Convention 2002 or EU Regulation 392/2009.
- 19.3. The liability of the Carrier for death, personal injury or illness to a Guest shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention 1974 or, where applicable, the maximum sum of 400,000 SDR pursuant to EU Regulation 392/2009 or The Athens Convention 2002 and, where there is liability for war and terrorism under EU Regulation 392/2009 or The Athens Convention 2002, the maximum sum of 250,000 SDR.
- 19.4. Liability of the Carrier for loss of or damage to a Guest's Luggage shall not exceed 833 SDR per Guest under the Athens Convention 1974 or 2,250 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies.
- 19.5. It is agreed that such liability of the Carrier shall be subject to the applicable deductibles per passenger, such sum to be deducted from the loss or damage to Luggage.
- 19.6. The Guests understand 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.
- 19.7. It is presumed under the Athens Convention 1974 and where applicable The Athens Convention 2002 or EU Regulation 392/2009 that the Carrier has delivered Luggage to a Guest unless written notice is given by the Guest within the following periods:
- a) in the case of apparent damage before or at the time of disembarkation or redelivery;
- or
- b) 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.
- 19.8. 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 Guests for declared value protection. Use of the Vessel's safe is not a deposit with the Vessel. Where there is liability for loss of or damage to valuables deposited with the Vessel then such liability is limited to 1,200 SDR under the Athens Convention 1974 or 3,375 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies. The Carrier and the Guests agree not to demand any security from the other in connection with a claim of any kind. The Guests waive the right to arrest the Vessel or to attach any other asset owned, chartered or operated by the Carrier. If the Vessel is arrested or attached, then the ship and the Carrier shall have the right to any limitation and all defences available herein.
- 19.9. In addition to the restrictions and exemptions from the liability provided in the Boarding Conditions, 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 Boarding Conditions 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.

19.10. If any action is brought against any company pertaining and/or connected to the Carrier, the owners or the disponent owners, the Master or crew or any servant, agent or independent contractor of MSC, or against any person or entity having an interest in the relevant Vessel including but not limited to the operator of the Vessel, any of these persons or entities shall be entitled to avail themselves of all defences, limits of liability and indemnities that the Carrier is entitled to invoke under the Booking and under the provisions of law applicable including, but not limited to, the benefit of any defence to or limitation of liability. Save as provided in this clause, no third party shall have the right to enforce or apply any term hereof and the Contracts (Rights of Third Parties) Act 1999 is expressly excluded. The parties may vary the provisions of the Booking, or terminate it, without the consent of any third party who derives any right pursuant to its terms even if such variation or termination varies or terminates the rights of such third party.

19.11. Without prejudice to the provisions above, if any claim is brought against the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Boarding Conditions 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.

20. **ANGUISH/DISTRESS**

No compensation is payable by the Carrier to any Guest 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.

21. **APPLICABLE LAW**

These Boarding Conditions and any claims against of whatever nature (including claims for death and or personal injury) brought by or on behalf of or by heirs and or dependants of any Guest shall be subject to English law.

22. **JURISDICTION**

22.1. Except as provided by law all claims of any nature related to these Boarding Conditions shall be brought in and be subject to the exclusive jurisdiction of the High Court of London.

22.2. Without prejudice to the sub clause above, the Carrier shall be entitled to commence proceedings against any Guest in the place where that Guest normally resides.

23. **NOTICES OF CLAIMS**

A. The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by a Guest to the Master or safety officer whilst on-board the Vessel.

B. Notices of Claim for loss or damage to Luggage 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. Notices should be sent to MSC Cruises SA, c/o MSC Crociere S.p.A., Via A. Depretis, 31, 80133 Naples, Italy.



- C. Complaints under EU Regulation. 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 Guests shall provide such further information as may be required by the Carrier to deal with the Complaint. If the Guest is not satisfied with the response then it may complain to the relevant enforcement body in the country of embarkation.

24. TIME LIMITS FOR FILING SUIT

All claims against the Carrier or the Vessel for illness, emotional stress or personal injury to a Guest or for loss or damage to Luggage shall be time barred after two (2) years from the date of final disembarkation or in the case of death, the date on which final disembarkation would have taken place as provided by Article 16 of the Athens Convention 1974 and or where applicable The Athens Convention 2002 or EU Regulation 392/2009. These time limits are applicable to Minors and persons under a disability.

25. DATA PROTECTION

Personal data relating to individual Guests shall be collected, processed, stored and used securely and in accordance with relevant data protection laws. The Guests consent to the collection, processing, storing and use of their personal data to enable the Carrier to perform its services to the QAA during the Voyage and the QAA to provide accommodation to the Guest. This may include providing the Guests details to Governments, immigration, port state control, police, flag state and other competent authorities and or as may be required by law. In the case of emergencies, the Guests consent to the Carrier providing personal data to shore side doctors, next of kin, the Carrier's insurers and advisors and the Guest's medical insurers. Personal data shall only be kept for as long as is necessary or required by law.