

**Terms and Conditions of Contract of Carriage
for Passengers on Cruise Vessels
(Revised January 2026)**

Chapter 1 General Rules

Article 1 Scope of Application

1. The terms and conditions set forth herein shall apply to the carriage of passengers and their baggage and personal belongings by the Company (hereinafter referred to as the “Contract of Carriage”).
2. Unless otherwise provided herein, applicable laws and general commercial practices shall govern.
3. If the Company agrees to any special arrangement that does not conflict with these terms or applicable laws, such arrangement shall prevail.
4. Passengers shall be deemed to have acknowledged and agreed to these terms and conditions.

Article 2 Definitions

1. “Company” means NYK Cruises Co., Ltd.
2. “Passenger” means any person who boards the Vessel upon payment of the prescribed fare under a Contract of Carriage.
3. “Vessel” means the ship operated by the Company as specified on the ticket, including any substitute vessel, tenders, and boats attached thereto.
4. “Personal belongings” means items carried or brought by the passenger into the cabin, which fall under any of the following:
 - (1) Items with total dimensions not exceeding two meters and weight not exceeding 30 kilograms
 - (2) Wheelchairs (limited to those approved by the Company)
 - (3) Assistance dogs for persons with disabilities as defined under the Act on Assistance Dogs for Physically Disabled Persons (Act No. 49 of 2002), including guide dogs, service dogs, and hearing dogs, properly identified under the law
5. “Sales Office” means the Company’s office, or any office designated by the Company.

Chapter 2 Acceptance of Passage

Article 3 Commencement of Contract of Carriage

1. The Contract of Carriage shall come into effect when the Company

accepts the application and receives the required deposit in accordance with its tariff.

Article 4 Acceptance of Carriage

1. The Company shall accept applications for Contracts of Carriage for passengers and their personal belongings within the transport capacity of the Vessel.
2. Notwithstanding the preceding paragraph, the Company may refuse an application for a contract of carriage or cancel an already concluded contract if the passenger falls under any of the following categories:
 - (1) A person under the age of fifteen who is not accompanied by an adult.
 - (2) A person aged fifteen or older but under eighteen without a written consent from a guardian.
 - (3) A person showing signs of an infectious disease as defined under the Act on Prevention of Infectious Diseases and Medical Care for Patients with Infectious Diseases (Act No. 114 of 1998) (hereinafter referred to as “infectious disease”).
 - (4) A person deemed unable to continue the voyage due to illness, pregnancy, infancy, absence of a necessary caregiver, or other reasons.
 - (5) A person who is intoxicated, under the influence of drugs, associated with organized crime groups, or likely to engage in conduct that may endanger the safety of the Vessel, or cause discomfort or nuisance to other passengers.
 - (6) A person who does not possess or has not obtained a passport, visa, or other documents required by authorities.
 - (7) A person who has violated or is likely to violate any provision of these Terms and Conditions of Carriage.
 - (8) A person who demands obligations beyond a reasonable scope in relation to the contract.
 - (9) When the Company has operational reasons.
3. If it is found that the passenger falls under any of the categories listed in the preceding paragraph, the Company or the captain of the Vessel may deny the passenger’s embarkation or order disembarkation or take other necessary measures. The Contract of Carriage with such passenger shall be deemed terminated at the time of denial of embarkation or disembarkation. In such case, the Company may refund the fare in accordance with Article 10 (Refund of Fare) but shall bear no other liability.
4. Passengers who require special assistance when embarkation the Vessel must notify the Company when applying for the Contract of

Carriage. In such case, the Company will make reasonable efforts to accommodate such needs to the extent possible.

5. Any expenses incurred in connection with special measures taken by the Company for the benefit of Passenger based on the notification in the preceding paragraph shall be borne by the Passenger.

Article 5 Carriage of Personal Belongings

1. Passengers may bring their Personal belongings into the designated cabin on the Vessel. However, in any of the following cases, the Company or the captain of the Vessel may deny the bringing of such items on board and may dispose of them as necessary. In such case, the Company may cancel the Contract of Carriage:
 - (1) Items emitting offensive odors, unsanitary items, or other items likely to cause discomfort to other Passengers.
 - (2) Firearms, swords, explosives, or any other items that may cause harm to Passengers, other property, or the Vessel.
 - (3) Animals (except those specified in Article 2, Paragraph 4, Item (3) of these Terms and Conditions).
 - (4) Items prohibited from transportation under the laws of Japan or the country of the port of arrival.
 - (5) Any other items deemed unsuitable for carriage by the Company.
2. Passengers shall always keep their Personal belongings under their own custody and responsibility.
3. The Company and the captain of the Vessel may conduct the following inspections whenever deemed necessary for Vessel security (including prevention of unlawful seizure, control, or destruction of the vessel) or for other reasons. In such case, the Company may inspect whether any items specified in Paragraph 1 are included in the Personal belongings, even without the presence of the Passenger or a third party:
 - (1) Inspection by touching over the Passenger's clothing or using devices such as metal detectors.
 - (2) Inspection by opening Personal belongings or other luggage or by other methods.
4. If the Passenger refuses to undergo the inspection mentioned in the preceding paragraph or fails to provide necessary cooperation, the Company or the captain of the Vessel may refuse the carriage of the Personal belongings on board, and the Company may cancel the Contract of Carriage.
5. In cases under Paragraph 1 or the preceding paragraph where

Personal belongings are not permitted on board, the captain of the Vessel may, at any time, discharge or dispose of such belongings at the Passenger's responsibility and expense.

6. If a Passenger brings on board any Personal belongings falling under Paragraph 1 and causes damage to other Passengers, the Company, the Vessel, the captain, or crew members of the Vessel, the Passenger shall be liable for compensation for such damage.
7. When a Passenger intends to bring a guide dog, service dog, or hearing dog (hereinafter referred to as "assistance dog") on board pursuant to Article 2, Paragraph 4, Item (3), the Passenger must notify the Company at the time of application for the Contract of Carriage and obtain the Company's approval. In such case, the passenger shall arrange for the food and care of the Assistance dog at their own expense and responsibility. Furthermore, the Company and the captain of the Vessel may request the Passenger to present a certificate (as stipulated in Article 5 of the Enforcement Regulations of the Act on Assistance Dogs for Physically Disabled Persons, Ministry of Health, Labor and Welfare Ordinance No. 127 of 2002) at the time of embarkation.

Article 6 Cancellation and / or Alteration of Voyage

1. In addition to cases stipulated by law, the Company may take measures such as canceling, shortening, or extending the scheduled voyage; changing the first or last port; omitting or altering ports of call; or changing the departure/arrival dates and times at each port or the navigation route, if any of the following circumstances occur. In such cases, the Company or the captain of the Vessel shall promptly inform Passengers in advance, or, in an emergency, explain after the measures have been taken that such actions were unavoidable:
 - (1) When weather or sea conditions pose a danger to the navigation of the Vessel.
 - (2) When an act of God, fire, marine casualty, breakdown of the Vessel, or other unavoidable circumstances occur.
 - (3) When a strike or other labor dispute involving crew members or Persons engaged in transportation occurs.
 - (4) When injury or illness occurs among Passengers.
 - (5) When unlawful acts such as seizure or destruction of the Vessel occur.
 - (6) When orders or demands are issued by public authorities.
 - (7) When war, riot, or civil commotion occurs or is likely to occur.
 - (8) When an infectious disease occurs among Passengers.

(9) When continuation of the scheduled voyage becomes difficult

due to reasons beyond the Company's control.

Chapter 3 Fare and Charges

Article 7 Collection of Fare

1. The fare for the contract of carriage shall be determined by the Company for each voyage.
2. If the Company deems it necessary due to an increase in fuel costs, port charges, or other reasons, the Company may raise the fare within a reasonable range, provided that such increase is made no later than 30 days prior to the scheduled departure date from the first port.
3. The full amount of the fare must be paid by the date designated by the Company. However, the deposit shall be regarded as part of the fare. If the fare is not paid by the designated date, the contract of carriage shall be deemed canceled by the Passenger on the following day. In such case, the Passenger shall pay to the Company a penalty equivalent to the cancellation fee stipulated in Article 9 (Cancellation Fee).
4. Upon receipt of the prescribed fare, the Company shall issue a ticket (including an electronic record displayed on the Passenger's or representative's smartphone or other communication device showing booking details).
5. If the voyage period stated on the ticket is extended due to circumstances stipulated in the preceding article, the Passenger shall bear the costs incurred during the extended period in an amount deemed reasonable by the Company.

Article 8 Validity of Ticket

1. Tickets shall be issued in the name of the Passenger and shall be valid only for the Passenger specified, the designated voyage (including any changes made under Article 6), the embarkation period and sector, and the cabin indicated on the ticket. However, in unavoidable circumstances, the Company may change the cabin to one of the same or higher class.
2. Tickets may not be transferred to a third party, except with the prior consent of the Company.
3. When requesting the Company's consent under the preceding paragraph, the Passenger must submit the prescribed application form with the required details and pay the applicable handling fee.
4. With the prior consent of the Company, the Passenger may

embark or disembark at intermediate ports where the Vessel can dock within the sector specified on the ticket. In such cases, any transportation costs for travel to or from the intermediate port shall be borne by the Passenger.

Article 9 Cancellation Fee

1. A Passenger may cancel the Contract of Carriage by paying the cancellation fee specified below to the Company:

(1) Domestic Cruises within Japan (excluding charter cruises)

Cancellation Date		Cancellation Fee
Number of days prior to the scheduled departure date from the port of embarkation (excluding the day of departure)	Up to 21 days	No charge
	20 days to 8 days	20 % of fare
	7 days to 2 days	30 % of fare
The day before the scheduled departure date from the port of embarkation		40 % of fare
On the day of the scheduled departure date from the port of embarkation (except after departure)		50 % of fare
After departure of Vessel or no-show without notice		100% of fare

(2) -1 Overseas Cruises (Except those specified in (2) - 2 and (3))

Cancellation Date		Cancellation Fee
Number of days prior to the scheduled departure date from the port of embarkation (excluding the day of departure)	During peak travel dates Up to 41 days	No charge
	During peak travel dates 40 days to 31 days	10 % of fare
	During non-peak travel dates 31 days	No charge
	During peak and non-peak travel dates 30 days to 3 days	20 % of fare
	Two days before, the day before, and on the day of departure from the port of embarkation	50 % of fare

(before sailing)	
After departure of Vessel or no-show without notice	100 % of fare
<i>Note: Peak travel dates refer to December 20–January 7, April 27–May 6, and July 20–August 31.</i>	

(2) – 2 Overseas Cruises (only for cruises of over 31 days of round trip that will depart from and return to Japan using the same cruise Vessel)

Cancellation Date		Cancellation Fee	
Number of days prior to the scheduled departure date from the port of embarkation (excluding the day of departure)	In case cruise of duration of or over 91 days	151 days	No charge
		150 days to 121 days	3% of fare
	In case cruise of duration of or under 90 days	121 days	No charge
	In case cruise of duration over 91 days of, and under 90days	120 days to 91 days	5 % of fare
		90 days to 61 days	10 % of fare
		60 days to 31 days	20 % of fare
		30 days to 21 days	30 % of fare
		20 days to 3 days	40 % of fare
Two days before, the day before, and on the day of departure from the port of embarkation (before sailing)		50 % of fare	
After departure of Vessel or no-show without notice		100 % of fare	

(3) Charter Cruises

Cancellation Date		Cancellation Fee
Number of days prior to the scheduled departure date from the port of embarkation (excluding the day of departure)	Up to 91 days	No charge
	90 days to 61 days	10 % of fare
	60 days to 31 days	20 % of fare
	30 days to 21 days	30 % of fare
	20 days to 3 days	40 % of fare

Two days before, the day before, and on the day of departure from the port of embarkation (before sailing)	50 % of fare
After departure of Vessel or no-show without notice	100 % of fare

2. Notwithstanding the preceding paragraph, when any of the following incidents arise before embarkation, the passenger may cancel the Contract of Carriage without payment of a cancellation fee:
 - (1) The death of the Passenger (cancellation fee waived for a period of ten days after the occurrence of said incidence).
 - (2) The Passenger has received notification to the effect that the fare has been increased according to the provision in Article 7, Paragraph 2, Collection of fare (fee waived for a period of five days after notification).

Article 10 Refunds

1. The Company shall refund the fare already received when any of the following circumstances occur. In such cases, the calculation of the period shall be based on calendar days, and the date of embarkation and disembarkation shall be included in the voyage period.
 - (1) When the Company cancels the entire voyage pursuant to Article 6 (Suspension or Change of Operation, etc.); the full amount of the fare received shall be refunded.
 - (2) When the Company cancels the voyage midway pursuant to Article 6; the difference between the fare received and the fare corresponding to the voyage already completed shall be refunded.
 - (3) When the passenger terminates the transportation contract pursuant to the preceding Article (Cancellation Fees); full amount of the fare received, excluding the amount equivalent to the cancellation fee shall be refunded.
 - (4) When the Passenger died after embarkation; the difference between the fare received and the fare corresponding to the voyage already completed shall be refunded.
 - (5) When the Company terminates the transportation contract pursuant to Article 4 (Acceptance of Transportation) Paragraphs 2 or 3, Article 5 (Carrying of Hand Luggage, etc.) Paragraphs 1 or 4, or Article 12 (Passenger Obligations) Paragraph 3 or 6;
 - Before embarkation: 75% of the fare received.
 - After embarkation: The lesser of (i) the difference

between the fare received and the fare corresponding to the voyage already completed, or (ii) 75% of the fare received.

2. Except as provided in the preceding paragraph, no refund of fares shall be made.

Article 11 Onboard Services and Shore Excursions

1. The scope of services included in the fare shall be determined by the Company for each voyage. However, such services may be changed without prior notice. No refund of fares shall be made even if there are changes to facilities, equipment, programs, or other services related to onboard life.
2. Meals provided by the Company onboard are included in the fare, except in cases of special orders by Passengers or where an additional charge is indicated.
3. A seating fee may be required for the use of certain restaurants.
4. Items such as alcoholic beverages, other luxury goods, onboard souvenirs, and any goods or specific services indicated by the Company as chargeable are not included in the fare.
5. The Company may allow third parties to provide paid services onboard, such as shops, barber services, laundry, photography, massage, and other similar services. In such cases, passengers shall receive these services by entering a direct contract with the service provider. Passengers using facilities or equipment such as fitness centers, recreational areas, saunas, or self-service laundry shall do so at their own risk.
6. When Passengers receive services such as sightseeing tours at ports of call, such services shall be provided under a direct contract between the Passenger and the travel operator or other relevant party.
7. If a Passenger requires emergency medical treatment and a ship's doctor is onboard, the passenger may receive first aid from the ship's doctor. Such treatment is not covered by health insurance. Furthermore, if the Passenger requires emergency medical treatment but is unable to request it or make a judgment regarding its necessity, and the ship's doctor determines that treatment is required, the Passenger shall be deemed to have consented to first aid by the ship's doctor, a medical institution, or a physician designated by the Company.
8. Neither the Company nor the Vessel shall be liable for any death, injury, or loss or damage to hand luggage occurring while the passenger is receiving any of the services described in the preceding three paragraphs.

Chapter 4 Obligations of Passengers

Article 12 Passenger Conduct

1. Passengers shall not engage in any of the following acts in order to ensure transportation safety and maintain order on board:
 - (1) Committing acts such as assault, threats (including abusive language and intimidating behavior), sexual harassment, prolonged complaints, or other nuisance acts against the crew members of the Vessel, Company employees, persons engaged in ensuring the safe and smooth operation of the cruise, or other accompanying passengers, thereby disturbing onboard discipline and hindering the safe and smooth execution of the cruise.
 - (2) Operating steering equipment or other facilities necessary for navigation, or operating devices for passenger embarkation or disembarkation related to the Vessel.
 - (3) Entering areas onboard where entry is prohibited.
 - (4) Smoking in areas where smoking is prohibited.
 - (5) Improperly operating or moving fire extinguishers, emergency alarm devices, life jackets, or other equipment intended for use in emergencies.
 - (6) Operating or moving onboard equipment or apparatus without authorization.
 - (7) Operating or moving gangways or other equipment intended for Passenger embarkation or disembarkation or for preventing falls.
 - (8) Damaging or moving signs indicating embarkation or disembarkation procedures or other signs or instructions posted for Passenger safety.
 - (9) Throwing or launching stones, glass bottles, metal fragments, or other objects that may cause injury or damage to persons or cargo.
- (10) Disposing into the sea any items prohibited from marine disposal.
- (11) Engaging in acts that cause discomfort or nuisance to other passengers.
- (12) Engaging in acts that disturb onboard order or morals, or harm hygiene.
- (13) Boarding tender boats or similar Vessels while remaining seated in a wheelchair.
- (14) Engaging in any other acts that interfere with the operation of

the Vessel.

2. Passengers shall comply with any instructions given by the ship's captain or Company staff in the performance of their duties to ensure transportation safety and maintain onboard order regarding embarkation, disembarkation, and other onboard conduct.
3. The ship's captain may order any Passenger who fails to comply with such instructions to disembark.
4. Even if a Passenger fails to board the Vessel by the scheduled embarkation time, the Company and the Vessel may depart or continue the voyage. In such cases, no refund shall be made for the fare corresponding to the untraveled segment, regardless of whether the Passenger subsequently boards the Vessel at another port or fails to board thereafter.
5. Passengers agree to comply with all applicable laws and regulations, as well as rules, notices, and instructions related to immigration, port authorities, sanitation, customs, and police.
6. Passengers shall not engage in any acts of nuisance as specified in Paragraph 1, Item 1, nor any acts that interfere with our operations, including causing trouble to Company employees or other personnel engaged in reservation and inquiry services provided prior to boarding, or otherwise obstructing our business activities.

Chapter 5 Liability

Article 13 Company's Liability

1. The Company shall be liable for damages arising from injury to the life or body of a passenger occurring between the time the passenger, having completed embarkation procedures at the port of embarkation and complied with the instructions of the ship's captain or Company staff, reaches the ship's gangway and the time the passenger leaves the ship's gangway at the port of disembarkation.
2. The preceding paragraph shall not apply in any of the following cases:
 - (1) Where the Vessel has no structural defects or functional failures, and the Company and its employees have taken necessary measures to prevent such damage, or were unable to take such measures due to force majeure or other unavoidable circumstances.
 - (2) Where the damage was caused by the intent or negligence

of the passenger or a third party, or by the Passenger's failure to comply with these Terms and Conditions of Carriage.

3. The Company shall be liable for damages arising from loss or damage to hand luggage (excluding "valuables" as defined in Paragraph 5) only if it is proven that the Company or its employees were at fault.
4. The Company shall not be liable for damages arising from measures taken pursuant to Article 6 (Suspension or Change of Operation, etc.) , as such measures are deemed unavoidable.
5. If a Passenger brings onboard valuables such as gold, silver, other precious metals, currency, securities, jewelry, works of art, antiques, furs, or other high-value items (hereinafter referred to as "valuables"), their safekeeping shall be at the passenger's own responsibility, and the Company shall bear no liability for any loss, damage, or theft thereof.
6. The Company's liability for damages to hand luggage shall not exceed JPY 150,000 per passenger per designated voyage.
7. The Company shall not be liable for any death, injury, or loss or damage to hand luggage occurring outside the vessel.
8. The amount of compensation payable by the Company under this Article shall be reduced in proportion to the degree of contributory negligence of the passenger.
9. Notwithstanding Paragraph 1, the Company shall not be liable for damages arising from death or injury of a passenger unless written notice of the occurrence of such damage is given to the Company or its branch office within two years from the day following the date of occurrence.
10. Notwithstanding Paragraph 3, the Company shall not be liable for damages arising from loss or damage to hand luggage unless written notice of the occurrence is given to the Company or its branch office as soon as the facts become known and, at the latest, by the time of disembarkation (or within 14 days after disembarkation in cases of unavoidable circumstances).
11. Passengers may not assign their right to claim damages against the Company to any third party.

[Article 14 Passenger's Liability for Compensation](#)

1. If a Passenger causes damage to the Company, the Vessel, the ship's captain, or crew members due to the intent or negligence of the passenger or any accompanying minor, or due to the Passenger's failure to comply with these Terms and Conditions of

Carriage, the Company may claim compensation for such damage from the passenger.

Article 15 Rights of Auxiliary Persons

1. Employees or agents of the Company, as well as the ship's captain and crew members of the Vessel, may invoke any provisions of these Terms and Conditions of Carriage established for the benefit of the Company for their own benefit.

Article 16 Governing Law and Jurisdiction

1. These Terms and Conditions of Carriage shall be governed by the laws of Japan, and any disputes arising in connection with these Terms and Conditions of Carriage shall be submitted to the court having jurisdiction over the location of the Company's head office or principal place of business.

This contract shall be governed solely by the Japanese text as the original and authoritative version. Any English translation is provided for reference purposes only and shall have no legal effect.