



THE LUXURY COLLECTION
BY CRUISES INTERNATIONAL

TERMS & CONDITIONS

OCEANIA CRUISES®

SEABOURN®

AMA WATERWAYS™
LEADING THE WAY IN RIVER CRUISING

WINDSTAR
CRUISES

SEADREAM
YACHT CLUB

SEADREAM TERMS AND CONDITIONS

Cruises International put every effort into providing you and your clients with the best level of service and cruise experience. To achieve that, we require you to comply with the payment dates and schedules. It is important to check the information contained in the confirmation letter to ensure that all the details are exactly as requested. Any applicable discounts are applied to the cruise fare only.

- EFT Payments:** Proof of payment must be sent to Cruises International prior to 4pm on the day of payment in order to secure bookings. Failure to do so will result in your booking cancelling.
- Visas are required for all cruises.** There are no ship visas. It is the Travel Agent / guest's responsibility to obtain all applicable visas. For all visa requirements kindly check with the relevant consulates or a visa service. Embarkation will be denied if the correct visas are not obtained. For your protection, your passport expiration date must not occur within 6 months of the voyage termination date.
- Please contact your doctor/travel clinic for advice and the most up-to-date health requirements for all destinations.
- It is very important to take out Travel & Cancellation Insurance.** It is the Travel Agents / Guest's responsibility to ensure they have adequate insurance cover. Cruises International strongly recommends that all guests purchase the Travel & Cancellation Insurance to protect against covered unexpected events. Please note that you will not be covered under any circumstances unless you have arranged for your own travel insurance.
- By confirming the reservation with payment, the guests/travel agent acknowledges that that are aware of and will comply with the terms and conditions.

6. PAYMENT/REFUND POLICY

Payment Policy

At time of booking, you will receive an invoice with an option date for the preferred stateroom number. To guarantee the preferred stateroom number a 25% deposit or full payment is required on or before this option date. When the option expires the stateroom number will be released back into inventory.

Full payment is required 120 days before voyage departure date.

Cancellation and Refund Policy

Cancellation requests must be made by telephone or in writing to Cruises International. If the request is received more than 120 days prior to sailing, all amounts already paid will be refunded minus US \$50.00 per booking administration fee.

Guests who cancel within 120 days prior to sailing for any reason, including medical reasons, will be subject to the following cancellation fees:

Cancellation requests received following number of days before sailing:

120 – 91 days = \$200 per person

90 – 46 days = 25% of full fare

45 – 31 days = 50% of full fare

30 days or less = 100% of full fare

Non-appearance/no written notice = 100% of full fare

Voluntary termination by the guest of a cruise in progress will result in no refund.

Pre-booking Land Adventures Policy [Click Here To Review](#)

TERMS & CONDITIONS IMPORTANT NOTICE TO GUESTS: THIS DOCUMENT IS THE CONTRACT BETWEEN YOU AND SEADREAM/CRUISES INTERNATIONAL AND CONTAINS IMPORTANT LIMITATIONS ON YOUR RIGHTS. THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ CAREFULLY ALL THE TERMS OF THIS CONTRACT, PAYING PARTICULAR ATTENTION TO SECTIONS 8 THROUGH 11 AND RETAIN IT FOR YOUR FUTURE REFERENCE.

7. GENERAL

Guests are responsible to comply with any government travel requirements and must have in their possession proof of citizenship in the form of a valid passport, exit and entry visas as required, and any other necessary documentation required by either the United States or any foreign port visited. Guests are advised to consult with their travel agents and the appropriate governmental agencies and embassies to determine applicable requirements. Carrier assumes no responsibility for advising Guests of immigration requirements, may refuse to embark Guest or may disembark Guest in the event Guest does not present required documentation, and shall have no liability whatsoever for a refund or otherwise in such circumstances.

Guest represents and warrants that the Guest is fit to travel and that the Guest's conduct or presence will not impair the safety of the Yacht or anyone carried on board, or inconvenience, annoy, embarrass or harass any other person. You must, at the time you book your voyage, inform the Carrier, in writing, of any existing physical or mental illness, disability or pregnancy or any other condition for which you or any other person in your care may require medical attention or special accommodation during the voyage and any additional information regarding any prescriptions that may affect you while on the voyage. If any such condition arises after you have booked the voyage, you must report the condition to the Carrier, in writing, as soon as you become aware of it. Pregnant Guests who have entered their 24th week of pregnancy prior to the commencement or during the voyage will not be permitted to embark. Failure to report any such condition or prescriptions will release the Carrier, the Yacht's doctor, and any other personnel affiliated with the Carrier in any way from any liability related to the accommodation or treatment of such condition. By acceptance of this Contract, Guest acknowledges and agrees that Carrier shall have no responsibility or obligation to provide any special services or medical equipment to Guests. The Guest shall be liable to the Carrier and shall reimburse it for all loss, damage or delay sustained by the Carrier because of any omission of the Guest.

Guest warrants that the Guest's conduct or presence will not impair the safety of any passenger, crew member or the Yacht from over-consumption of alcohol or drugs. Guest further warrants that the Guest will not bother or harass any other passenger or crew member onboard the Yacht with any inappropriate behavior or violate the privacy of any other passenger or crew member by including them in photographs or recordings without their express consent.

The Carrier may refuse to embark, disembark or confine you to a stateroom, if, in the sole opinion of the Carrier, your physical or mental condition creates an unreasonable risk to yourself or others or unreasonably interferes with the peace and tranquility of the Yacht or enjoyment of others. If the Carrier refuses to allow you on board for any of these reasons prior to the commencement of the voyage, a refund of the voyage fare will be treated as a cancellation by the Guest, and a refund, if any, shall be based on the timing of such refusal in accordance with Carrier's cancellation policy referenced in section 6 of this Contract, with no further liability whatsoever. Carrier recommends that Guests who are not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of an emergency. Should the Yacht deviate from its course for any cause resulting from the Guest's negligence or due to a medical emergency involving the Guest, said Guest shall be liable for the related costs incurred and shall indemnify Carrier for any costs, penalties or demands arising therefrom.

No animals will be allowed on the Yacht under any circumstances unless deemed necessary to assist with a physical disability and provided (a) the Carrier is given advance notice at the time of booking the voyage that said animal will be carried aboard; (b) the Guest assumes all responsibility for said animal's food and hygiene; and (c) the Guest agrees to indemnify and defend Carrier should the assistance animal cause injury, death, damage or loss to any other person or to the Yacht. Guests using assistance animals should check in advance with governmental authorities in each port to be visited to determine local rules, regulations, fees and quarantines applicable to such animals and Carrier shall have no liability to Guest whatsoever arising therefrom.

All guests are strongly advised to consult with their travel agent about the purchase of travel insurance to cover losses of the guest that may be covered by such insurance.

8. GUEST'S INTERRUPTION OF VOYAGE; QUARANTINE

The Carrier may confine you to your stateroom, change your accommodations or disembark or remove you at any port if, in the sole opinion of the Carrier, your presence might be detrimental to your own health, comfort or safety or that of any other persons, you might be excluded from landing at any destination by governmental authorities, or if you violate any provision of this Contract. If you are disembarked for any such reasons, you will not be entitled to any refund or damages. If you are delayed or detained on board the Yacht or elsewhere due to injury, illness, disability or quarantine or due to action of any government or authority or for any other reason, you will be solely responsible for all resulting costs and expenses, including repatriation, and must reimburse the Carrier for any such costs or expenses which it may incur on your behalf.

9. RULES AND REGULATIONS; COMPLIANCE WITH LAW

You must always obey all the rules, regulations and orders of the Seadream/Cruises International and the Yacht's Master and officers. You may not solicit other Guests for commercial purposes or advertise goods or services on board the Yacht without the Seadream/Cruises International prior written permission. It is your responsibility to comply without delay with the requirements of all immigration, port, health, customs, and government police authorities, and all other laws and regulations of each country or state from or to which you will travel. You must reimburse the Seadream/Cruises International for any charges, costs or resulting expenses or fines that it may incur as a result of your actions or presence on the Yacht, apart from the services provided as part of this Contract.

10. UNAUTHORIZED STOPOVERS OR DISEMBARKATION

Unauthorized stopovers or disembarkations, or your failure to make any sailing of the Yacht at any port for any reason shall be at your sole risk and expense. The Seadream/Cruises International shall not be liable in any way for such actions and you will not be entitled to any refund or other compensation under these circumstances, or if you disembark early for any reason.

11. PREGNANCY

Guest represents and warrants that the Guest is fit to travel and that the Guest's conduct or presence will not impair the safety of the Yacht or anyone carried on board, or inconvenience, annoy, embarrass or harass any other person. You must, at the time you book your voyage, inform the Seadream/Cruises International, in writing, of any existing physical or mental illness, disability or pregnancy or any other condition for which you or any other person in your care may require medical attention or special accommodation during the voyage. If any such condition arises after you have booked the voyage, you must report the condition to the Seadream/Cruises International, in writing, as soon as you become aware of it. Pregnant Guests who have entered their 24th week of pregnancy prior to the commencement or during the voyage will not be permitted to embark. Failure to report any such condition will release the Seadream/Cruises International, the Yacht's doctor, and any other personnel affiliated with the Seadream/Cruises International in any way from

any liability related to the accommodation or treatment of such condition. By acceptance of this Contract, Guest acknowledges and agrees that Seadream/Cruises International shall have no responsibility or obligation to provide any special services or medical equipment to Guests. The Guest shall be liable to the Seadream/Cruises International and shall reimburse it for all loss, damage or delay sustained by the Seadream/Cruises International because of any omission of the Guest.

12. INFANTS AND MINORS

- The Voyage is intended for adult Guests over the age of eighteen (18). Seadream/Cruises International provides no services intended or suitable for minors, this includes all excursions, watersports or other activities. Seadream/Cruises International may, in its full discretion, deny minors any access or use of the Seadream/Cruises International facilities or services, including bar services, casino etc. Seadream/Cruises International provides no services related to the care of minors such as babysitting, childcare or entertainment for children. Seadream/Cruises International offers no children pricing or similar discounts for minors. A minor will be treated equally to adult Guests for all pricing purposes.
- No child under the age of one (1) year at the time of sailing will be accepted as a Guest. Any Guest under the age of eighteen (18) years at the time of sailing must be accompanied by an adult Guest over the age of eighteen. If the adult is not a parent, a Parental/Guardianship Consent must be signed by the minor's parent or legal guardian and delivered to the Seadream/Cruises International eight weeks before sailing. You agree to fully supervise any and all persons under the age of eighteen (18) accompanying you during your voyage. You also agree to indemnify Seadream/Cruises International for any and all damage caused by such persons, or for any injury, illness or death to such persons to which lack of adequate and proper adult supervision contributed in whole or part.

13. CANCELLATION PRIOR TO EMBARKATION

- Refunds for Guest cancellations are limited by the terms of Seadream/Cruises International cancellation policy. Guests are advised to consult Seadream/Cruises International voyage brochure, copies of which are available upon request or via its website at www.seadream.com for the complete terms of Seadream/Cruises International cancellation policy. All terms and conditions contained in the Seadream/Cruises International voyage brochure regarding Seadream/Cruises International cancellation policy are incorporated herein.
- Seadream/Cruises International may for any reason whatsoever cancel, postpone or advance any sailing or terminate the Yacht Ticket Contract at any time before departure and the Seadream/Cruises International only liability will be to refund to the Guest the amount received for the Yacht Ticket Contract. Under no circumstances shall Seadream/Cruises International be liable for any other loss or damages whatsoever, including but not limited to consequential losses of any nature.

14. CARRIER'S CANCELLATION, DEVIATION OR INTERRUPTION OF VOYAGE; CHANGE IN ACCOMMODATIONS

- The Carrier may for any reason whatsoever, with or without advance notice, substitute any other Yacht for the named Yacht, change the scheduled port of embarkation, omit or change any, some, or all scheduled calls at any intermediate ports, omit or change the scheduled port of disembarkation, call at any port whether or not contemplated in the itinerary, change all or part of any itinerary, as well as transfer the Guest and the Guest's baggage to any other Yacht or conveyance, whether belonging to Carrier or not, back to the port of embarkation or to the originally scheduled port or disembarkation.
- The Guest shall have no right to any refund or any other compensation, and the Carrier shall have no obligation or liability in respect thereof to the Guest except in the event of the Carrier's willful or negligent actions, as follows:
- If any portion of the voyage is canceled altogether, Carrier shall refund a proportionate share attributable to the canceled portion.
- If the scheduled sailing date or time is delayed and you are not accommodated on board, the Carrier may arrange hotel accommodations at no additional expense to you for the duration of the delay.
- If the scheduled port of embarkation or disembarkation is changed, the Carrier will arrange transportation to or from the originally scheduled port.
- If in the opinion of the Master, booked accommodations must be changed, the Carrier shall have the right to allocate other accommodations to the Guest.

CARRIER'S LIMITATIONS OF LIABILITY

(A) HEALTH, MEDICAL CARE, SHORE EXCURSIONS AND OTHER SERVICES

All health, medical or other personal services in connection with your voyage, including any shore excursions, tours, or travel in any aircraft, bus, car, train or other conveyance whatsoever, are provided or arranged, if at all, solely for the convenience and benefit of the Guest, who may be charged for such services. Payment shall be made upon demand and prior to disembarkation.

You accept and use medicine, medical treatment and any other services made available on the Yacht or elsewhere during the voyage at your sole risk and expense without liability or responsibility of the Carrier. Doctors and nurses who may work on board the vessel or ashore, or other medical and service personnel are independent contractors. These individuals work directly for the Guest and shall not be considered to be acting under the control or supervision of the Carrier, since the Carrier is not a medical provider. Guest shall disclose any pre-existing medical conditions and prescriptions to the Doctor onboard prior to any treatment and to the Carrier prior to the disbursement of any motion sickness medications.

Similarly, Carrier does not supervise or control the actions of connecting land and sea carriers, shore excursion or tour operators, doctors, nurses and providers of any other personal services in connection with the voyage, who shall be considered independent contractors working directly for the Guest. Carrier makes no express or implied representations as to the suitability of any such service providers or their facilities, does not guarantee their performance, and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury, death, expense or delay in connection with such services. Guests agree to use all such services at their sole risk. The Guest agrees to indemnify Carrier in the event Carrier elects to pay the cost of all emergency medical care, including transportation connected therewith.

15. SEADREAM LIMITATIONS OF LIABILITY & EXCLUDED LOSSES

Please familiarize yourself with the Seadream/Cruises Internationals limited liability by reading the terms on <https://seadream.com/about/policies-terms-conditions/>.

16. BAGGAGE AND PERSONAL EFFECTS

You may take a reasonable amount of luggage on board containing clothing, toilet articles and personal effects not weighing more than a total of 200 pounds/ 90 KG per person. You must comply with any regulations, tariffs, terms or conditions of any airline or other transportation provider which may include a lower weight limit for baggage. You may not take on board firearms, controlled or prohibited Substances or inflammable or hazardous items, or any items prohibited by local, state or national law. The Yacht's officers and crew have the right to enter and search your stateroom, baggage or person for any hazardous, controlled or prohibited substances or items. For further reading on this refer to <https://seadream.com/about/policies-terms-conditions/>.

17. LIABILITY LIMITATIONS /TIME LIMITS ON CLAIMS / GOVERNING LAW, VENUE AND ARVITRATION / INTERPRETATION OF CONTRACT AND OTHER LAWS / WARRENTIES AND CONSEQUENTIAL DAMAGES

Refer to the full terms on <https://seadream.com/about/policies-terms-conditions/>

18. GUEST SAFETY

The Guest admits a full understanding of the character of the Yacht and assumes all risks incident to travel and transportation and handling of Guest and cargo. The Yacht may or may not carry physician or other medical personnel at the election of the Seadream/Cruises International. While at sea or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available to the satisfaction of the Guest or may be significantly delayed. Seadream/Cruises International Yachts visit numerous ports in a number of countries and Seadream/Cruises International reserves the right to alter or cancel itineraries, with or without notice for any reason, including but not limited to in the interests of security and safety. Guests must assume responsibility for their own safety and Seadream/Cruises International cannot guarantee Guest's safety while on or off the Yacht. The Guest should consult governmental and tourist organizations that regularly issues advisories and warnings to travelers and Seadream/Cruises International strongly recommends Guests obtain and consider such information when making travel decisions. Guests also should consult all appropriate governmental agencies and authorities to determine if any vaccines or special medical provisions or recommendations apply to the regions Guests anticipate visiting. Seadream/Cruises International assumes no responsibility for gathering such information.

19. SPORTS & RECREATIONAL ACTIVITIES AND EQUIPMENT

In consideration of your payment of the voyage fare, Guest may have the option, subject to local weather conditions as well as the laws and regulations of each port of call, to utilize Seadream/Cruises International furnished equipment and to participate in various sports and recreational activities off, under, around, about and in the environs of the Yacht and all locations visited during the voyage. These activities include but are not limited to cycling, kayaking, sailing, jet-skiing, water skiing, snorkeling, swimming and operating Personal Water Craft (PWC's) (collectively "sports activities"). Guest acknowledges that: (A) there are risks and dangers involved with his or her participation in sports activities, and in particular the use of jet-skis or personal watercraft is a dangerous activity that can result in serious injury or death; (B) Seadream/Cruises International can in no way guarantee the safety or welfare of Guest in any sports activities and Seadream/Cruises International is merely providing sport equipment and sport instruction to enhance Guest's enjoyment; (C) Guest shall knowingly and voluntarily assume the risk of and shall indemnify Seadream/Cruises International against any claims made by or on his or her behalf as a result of using Seadream/Cruises International equipment and participating in sports activities; (D) Guest shall acquire the training necessary to participate in sports activities and shall follow the rules and procedures maintained by Seadream/Cruises International; and (E) Seadream/Cruises International shall accept no responsibility for Guest's failure to abide by the Yacht's rules and restrictions, governmental rules, regulations and restrictions concerning sports activities.

20. SMOKING POLICY AND ELECTRICAL OUTLET USE ON SEADREAM

SeaDream permits smoking in designated areas. Smoking is not allowed on any non-designated areas, including the staterooms or any enclosed public rooms on SeaDream I or II.

- Indoor smoking is strictly forbidden onboard, including inside staterooms.
- There are designated areas for smoking on outside deck.
- It is not allowed to use any electrical items onboard which can cause a risk of fire, such as personal irons.
- All chargers should be unplugged while not in use.
- Candle lights are not allowed onboard.

21. Except as otherwise provided in your Passenger Ticket Contract, after travel begins, there is no refund for unused services, or unused portions of cruise, cruise/tour.

22. PASSPORT AND VISAS:

- A valid passport is required for each participant. Passports must be valid for at least six (6) months after the scheduled return date to your home country. For travel to Asia, we require a copy of your valid passport prior to or at final payment. If not received at this time, embarkation may be denied, and cancellation penalties will apply.
- Obtaining required visas and any other required travel documentation and assuring these are complete and correct in all ways, is the sole responsibility of each participant. We are not in a position to obtain or verify the accuracy or completeness of any participant's visa or other required documentation and shall not be responsible or liable for delay or missed portion of any part of the itinerary or other problems resulting from the participant lacking the appropriate travel documentation.

23. **Travel Documents:** Only after receipt of full payment, travel documents (including airline confirmation information, if applicable) will be sent by regular ground delivery, approximately 4 weeks prior to departure. (Delay in final payment will delay delivery of travel documents.) Expedited delivery may be possible for an additional charge of \$25 or the full amount of expedited services, whichever is greater.
24. Please ensure that first and last names are as per passport at time of booking.
25. **ONLINE REGISTRATION AND CHECK-IN ARE NECESSARY**
Online check in done at least 75 days prior to sail date - <https://seadream.com/about/already-booked/>
26. **DOCUMENTS WILL NOT BE RELEASED WITHOUT THE ONLINE CHECK-IN BEING COMPLETED**
27. Cruises International must receive the balance of the cruise cost (after deducting the deposit paid) no less than 90 days prior to departure (100 days for Holiday Sailings), unless you book within 90 days or less before departure, in which case you must pay the total cruise cost at time of booking. If we do not receive all monies due to us in full and on time, you consent to the cancellation of your cruise holiday which may result in forfeiture of the deposit and additional cancellation/penalty costs.
28. **Note:** All prices are quoted in US Dollars. For local payments, the SA Rand prices are calculated daily based on a foreign exchange rate as determined by Cruises International in their sole discretion. The rate may include a premium on the bank rate for, among other factors, the risk of fluctuations, bank and merchant fees. Until final payment is received, any outstanding portion of the booking cost is subject to currency fluctuation.
29. A cruise cost will only be guaranteed once a deposit has been received by Cruises International (Proof of payment is required) and before the option expiration date.
30. **PAYMENT OPTIONS:**
- Credit Card** – charged directly to the respective cruise line in US\$.
- Please note: Due to POPIA Compliance Credit Card Payments can be made and process of payment must be requested through Cruises International. We therefore do not accept any responsibility for fluctuations in the rand / dollar exchange rate (only applicable to straight payments). Should you prefer to process the payment locally in ZAR via EFT, please contact cruises international for their rate of exchange on the day of payment. The local ROE is set daily using the current selling rate and includes a mark up to cover for bank charges.
- Electronic Funds Transfer** – payment into Cruises International’s locally held bank account (a copy must be sent to Cruises International for the booking to be secured).
- Telegraphic Transfer** – payment into the respective cruise line’s bank account (copy of the SWIFT required to secure the booking).
- Refunds** – Credit card payment made in US\$ direct to the cruise line will be refunded at the ROE of the bank on the day of refund and will be to the credit card used for payment. If payment was made to Cruises International via EFT, the amount refunded will be the amount received in rands irrespective of rate of exchange fluctuation.
31. Credit Cards Accepted onboard, at the time of printing, all major cards except Diners Club Cards.
32. Please ensure that your arrival flight is booked at least 5 hours prior to sailing and your departure flight is booked at least 5 hours after the ship arrives into the port.
33. A ‘Guarantee’ (GTY) booking means you may book a stateroom of a guaranteed minimum category type on your chosen ship. The exact location of the stateroom on the ship will be allocated at the discretion of the cruise line and at any time up until checking in at the port. Once your GTY stateroom has been allocated to you, we are unable to accept any changes requested. You are ‘guaranteed’ the minimum category of stateroom we agree to offer at the time of booking. A benefit of a GTY stateroom is that you may receive an upgrade at no extra charge (this is at the discretion of the cruise line)
34. While every effort is made to maintain the itinerary as confirmed, the cruise line does reserve the right to alter the itinerary. Every effort will be made to advise agents / guests in good time. While in these circumstances every assistance possible will be offered, all additional charges (such as additional accommodation, flight costs and / or similar) will be for the account of the client.
35. All complaints or claims must be done in writing to Cruises International within 7 days of the date of completion of the cruise holiday. Relevant and substantiating evidence must be attached to the letter of claim and sent to: reservations@cruises.co.za
36. Information contained above is accurate at the time of publication and subject to change without notice.

Kindly sign this confirmation that you agree to the set terms and conditions of this booking. Please Return a scanned copy to reservations@cruises.co.za. **Kindly note that should you pay a deposit on your booking, and not return a signed copy of this confirmation, you will be held to the terms and conditions and you as guest/agent acknowledges** that you are aware of and will comply with the terms and conditions. **Note that cruise liners may change/ alter their terms and conditions and therefore you will still ultimately be held in adherence to the cruise lines terms and conditions, as found on your sail pass and passenger ticket contract.**

Date signed: _____

Name: _____

Booking reference number: _____

Signature: _____

UPDATED JUNE 2023