



THE LUXURY COLLECTION  
BY CRUISES INTERNATIONAL

# TERMS & CONDITIONS

OCEANIA CRUISES®

SEABOURN®

AMAWATERWAYS™  
LEADING THE WAY IN RIVER CRUISING

WINDSTAR®  
CRUISES

SEADREAM  
YACHT CLUB

## SEABOURN 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.

1. **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.
2. 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 note:** For all Alaskan cruises, a Canadian and American visa is required prior to departure.

3. Please contact your doctor/travel clinic for advice and the most up-to-date health requirements for all destinations.
4. By confirming the reservation with payment, the guests/travel agent acknowledges that they are aware of and will comply with the terms and conditions.
5. 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.

### 6. GUEST'S OBLIGATIONS

(A) Before You board the ship or embark on Land Trip(s) and/or Air Package travel, You must:

- (i) Pay Your Cruise Fare.
- (ii) Familiarize yourself with the terms of the Cruise Contract.
- (iii) Bring all necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates showing all necessary vaccinations, and all other documents necessary for ports of call in the countries to which You will travel.

It is the Guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Guests are advised to check with their travel advisor or the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without liability for refund, payment, compensation, or credit of any kind if You do not have proper documentation, and You will be subject to any fine or other costs incurred by Carrier which result from improper documentation or non-compliance with applicable regulations, which amount may be charged to Your stateroom account and/or credit card.

When minors are traveling with only one adult 21 years of age or older, Carrier requires that all guests must be in possession of a valid passport. Carrier has implemented this requirement so that Your party remains together should an emergency arise that requires one or more in your party to be disembarked in a non-U.S. port. Carrier cannot guarantee that all members of Your party will be allowed to disembark with only a WHTI-compliant document or birth certificate.

- (iv) Arrive at least two hours before the scheduled or amended sailing time and have with You all required documentation. Attach a completed luggage tag to each piece of baggage.

(v) **Be sure that** You and any person in Your care are fit to take the Cruise. *See section 12.*

(B) **Upon boarding the ship,** You must register a valid credit card or other acceptable payment method at the Seabourn Square to cover any charges to Your stateroom account.

(C) **Prior to disembarking the ship,** You must pay in full all amounts charged to Your stateroom account.

Carrier shall not be liable for refund, payment, compensation or credit of any kind, nor damages resulting from Your failure to comply with any of the requirements set forth above.

**7. RIGHT TO REFUSE BOOKING AND PASSAGE, CANCEL RESERVATION; CONFINE YOU TO STATEROOM OR DISEMBARK YOU.**

Carrier reserves the right to refuse booking of passage on a Cruise and/or Land Trip to any person or to cancel Your existing Cruise and/or Land Trip reservation for any lawful reason and regardless of a guest's Seabourn Club loyalty level or existing benefits. Any person(s) refused booking or passage in advance of the scheduled sailing or pre-cruise Land Trip by Carrier will be given a refund of their Cruise Fare. Carrier may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark You, confine You in a stateroom, quarantine You, restrain You, change Your accommodations or disembark You at any time if, in the sole opinion of Carrier, the Captain or any doctor, You or any minor or other person in Your care during the Cruise and/or Land Trip(s), are unfit for any reason for the Cruise and/or Land Trip(s), or Your presence might be detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason. Carrier reserves the right to request a letter from Your physician attesting to Your fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark You as set forth in this Section. Except as otherwise provided, if You are required to remain on board the ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Carrier, You must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for You and/or those accompanying You. If You become unfit to travel for any reason during the Cruise and/or Land Trip(s) and/or You disembark early, or if You are refused passage, or Your reservation is cancelled if You book a cruise after Carrier has advised You that You are no longer allowed to sail, Carrier shall not be liable for any refund, payment, compensation, or credit of any kind.

**8. NOTICE CONCERNING SAFETY AND SECURITY.**

Carrier visits many ports in numerous countries around the world. At any given moment there are likely to be "trouble spots" in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labour trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to Guests while off the vessel. Accordingly, it may be necessary to change, cancel or terminate the scheduled cruise or any activities related to the cruise and/or Land Trip(s), including without limitation shore excursions and port visits. Although Carrier endeavours to provide reasonable protection for Your comfort and safety on board its vessels, motorcoaches, dayboats and/or railcars owned or operated by us, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Guests that they must ultimately assume responsibility for their actions while ashore. The United States Department of State and other similar government agencies regularly issue advisories and warnings to travellers giving details of local conditions in specified cities and countries according to such agency's perception of risks to travellers. Carrier strongly recommends that Guests and their travel advisors obtain and consider such information when making travel decisions. Although unlikely, the vessel may be confronted by actual or threatened war, warlike operations or hostilities. Carrier has the absolute right and sole discretion to respond to safety concerns of any kind including, but not limited to, sailing with or without lights, deviating from customary practices or rules and regulations concerning navigation, cargo or other matters in time of peace, or sailing armed or unarmed and with or without convoy.

There are risks inherent to being aboard the vessel and other means of transportation. These include, by way of example, having to evacuate the vessel or other means of transportation in case of emergency, having to move about on the vessel or other vessels during rough seas and lack of access to full medical services. For people who are ill or who have a mental or physical disability or impairment, these risks are more significant. For example: access to all parts of the vessel, other means of transportation or to facilities on shore may be difficult or impossible for some guests. In addition, medical evacuations during the Cruise whether at sea, by tender, or by deviating from the scheduled itinerary, may create an increased risk of harm and may not be feasible for a variety of reasons. We reserve the right to determine, in our sole discretion exercised in good faith, whether and when a medical evacuation of any guest from the vessel will occur.

**9. ELIGIBILITY REQUIREMENTS; DRINKING; TOBACCO; GAMING.**

- I. The minimum Guest age to sail is 6 months of age at the time of embarkation in order to sail on Alaska, Canada/New England, Caribbean, Europe, and Mexico cruises. A Guest must be at least 6 years of age at the time of embarkation in order to sail on voyages to Antarctica or on Expedition Cruises. The Captain and Expedition Leader shall make the final determination regarding whether Guests 6 years of age or more may participate in any excursion considering weather, sea conditions, and the difficulty of disembarking at each location visited. On all other cruises, where there are more than 2 consecutive sea days, the minimum Guest age is 12 months of age at the time of embarkation in order to sail. No Guest under 21 years of age is permitted to book a cruise, and any Guest under 21 years of age must travel in a stateroom with a Guest 21 years or older who shall assume responsibility for their care during the cruise. For family groups booking multiple staterooms, the minimum age for at least one person in each stateroom is 16 years of age, provided they are traveling with a parent or legal guardian. We are unable to accept group reservations for student or youth groups that do not conform to our minimum age requirements. Each Guest agrees and warrants that he/she will always supervise any Guest in his/her care to ensure all policies, along with all other rules of the Carrier and ship, are strictly adhered to by all Guests under their supervision.
- II. No Guest under the age of 21 may purchase, possess or consume alcohol during the Cruise. No Guest under the age of 18 shall be permitted to engage in any gaming activities on board any ship or to purchase cigarettes or tobacco products. On some sailings the minimum age for alcohol is under 21 and each Guest agrees to abide by whatever alcohol age restriction is in place on the ship during the Guest's cruise. Indoor areas onboard the vessels are non-smoking and smoking is only permitted in designated sections. Outdoor smoking areas are clearly posted throughout the vessel. Smoking is prohibited in Guest staterooms and balconies. Violations to the onboard smoking policy will result in a \$250 cleaning fee for each occurrence, which will be charged to Your stateroom account. Repeated violations may result in You being disembarked prior to the end of the Cruise without any refund. The use of electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems is allowed within the confines of the Guest's stateroom (balcony not included) and within designated smoking areas only.
- III. Guests who will enter the 24th week of pregnancy by the last day of the Cruise agree not to book the Cruise or to board the vessel You further agree to abide by all age, gender or other eligibility requirements applicable to any other activities, services or facilities available during the Cruise, including but not limited to those associated with use of any spa facilities, and to ensure that You supervise the use of any such facilities by any minor in your care. There may be age restrictions applicable to activities on the ship and ashore, which are established for the safety and well-being of all participants. Carrier and all independent contractors, as the case may be, reserve the right to revise eligibility requirements for activities during the Cruise or ashore for safety or other lawful reasons from time to time, and with which each Guest agrees to comply.

**10. CANCELLATION BY YOU, REFUND, RECOMMENDATION FOR TRAVEL INSURANCE/PROTECTION AND YOUR TRAVEL ADVISOR**

You are required to pay a cancellation fee (including 3rd and 4th berths) if You cancel Your Cruise. Cancellation fees are based on the fare paid, excluding Taxes, Fees and Port Expenses, transfers, surcharges, shore & land excursions and most pre-purchased gift(s) and/or special service(s). You are not entitled to any refund, payment, compensation or credit except as otherwise provided in this Section. Any refunds will be made directly to the method of payment You used at the time of booking or Your travel advisor and You must receive Your refund directly from these sources. You may cancel by telephone or electronic advice via a Carrier-approved Computer Reservation System, provided Carrier immediately receives written confirmation of cancellation. In such case cancellation shall be deemed effective as of the close of business Pacific Standard Time on the date You communicated such cancellation.

Since a cancellation likely means a diminished opportunity to sell space on other Cruises, the cancellation fees in the schedules below apply regardless of whether Your space is resold. You hereby agree that losses sustained by us in the event of Your cancellation would be very difficult or impossible to quantify, and that the fees set forth in our cancellation policy represent a fair and reasonable assessment as liquidated damages. The amount of cancellation fee varies based on length of sailing for the Cruise and timing of cancellation for Cruise, as illustrated in the schedules below.

DAYS PRIOR TO DEPARTURE	CANCELLATION FEE
<b>CRUISES 25 DAYS OR LESS: NOTE THAT CRUISES INTERNATIONAL REQUIRES FULL PAYMENT 125 DAYS PRIOR TO SAILING</b>	
120 - 91 days	15% of Refund Amount
90 - 46 days	50% of Refund Amount
45 - 31 days	75% of Refund Amount
30 days or less, or non-appearance	100% of Refund Amount

DAYS PRIOR TO DEPARTURE	CANCELLATION FEE
<b>CRUISES OF 26 DAYS OR MORE: NOTE THAT CRUISES INTERNATIONAL REQUIRES FULL PAYMENT 155 DAYS PRIOR TO SAILING</b>	
150 - 121 days	15% of Refund Amount
120 - 91 days	50% of Refund Amount
90 - 76 days	75% of Refund Amount
75 days or less, or non-appearance	100% of Refund Amount

**CANCELLATION POLICY EXCEPTION(S):**

- A. If You have purchased a specially priced promotion where the deposit is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit whatsoever of Your deposit under any circumstance if you cancel Your booking.
- B. If you have purchased a specially priced promotion that is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit whatsoever of Your gross fare if You cancel Your booking.

**Shore Excursion Cancellation Policy:** For complete details on the terms and conditions governing Shore Excursions, please review the Shore Excursions section of the Seabourn website (external link: [https://www.seabourn.com/en\\_US/shore-excursions.html](https://www.seabourn.com/en_US/shore-excursions.html)).

**Name changes require the prior approval of Carrier and may not always be possible. Name changes and departure date changes are considered reservation cancellations and are subject to cancellation fees.**

**Travel Insurance/Protection: Carrier strongly recommends that You obtain Your own insurance and/or travel protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with Your Cruise and/or Land Trip(s).**

If you have purchased **SeabournShield**, You must notify Carrier and the Insurer of any cancellation as soon as possible and in accordance with all applicable requirements. Refunds or credits available under the SeabournShield program are subject to the terms of said program and must be claimed through the process described in the program documents. If You purchased Your air tickets through Carrier, all airline tickets are the property of Carrier and must be returned to and are refundable only to Carrier.

**11. RIGHT TO DEVIATE FROM SCHEDULED ROUTE, CHANGE PORT OF EMBARKATION/DISEMBARKATION, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, AND CHANGE OR OMIT PORTS OF CALL; SUBSTITUTION.**

Except as otherwise provided, Carrier may, for any reason, without prior notice, cancel the cruise and/or Land Trip(s); deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the ship; comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; or change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the Cruise and/or Land Trip(s), or substitute ships, aircraft or other transportation or lodging. Accordingly, You should not make any important arrangements or meetings based on the scheduled Cruise and/or Land Trip(s) which may change without liability to Carrier. Furthermore, the Captain of the ship as well as the operator of any other means of transportation may, in his/her sole discretion, take any action deemed necessary for the safety, security, comfort, or well-being of any person or to prevent damage to or loss of the ship.

In the case of mechanical failures that cause the scheduled cruise to be cancelled, You are entitled to a full refund of the Cruise Fare and the Taxes, Fees & Port Expenses; or for mechanical failures that cause a cruise to be terminated early, a partial refund of the Cruise Fare and any unused Taxes, Fees & Port Expenses, travel expense to transport You to the scheduled port of disembarkation or Your home city at Carrier's discretion, and overnight lodging if an unscheduled stopover is required.

You shall have no claim against Carrier, and Carrier shall not be liable for damages or a refund of the Cruise Fare, any portion thereof, or other payment, compensation or credit of any kind; nor for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever, which shall be the Guest's responsibility, whenever the cancellation or change was otherwise beyond Carrier's exclusive control. Carrier's non liability extends without limitation to any of those causes described in Section 17(B) (including, but not limited to, orders by governmental agencies restricting travel due to declared epidemics, pandemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies) and/or inclement weather; health, medical or environmental considerations; labor, political or social disturbances or unrest; or operational, commercial or safety reasons; or was based on a good faith belief by the Carrier or the vessel's Captain that the Cruise or any portion thereof might endanger the vessel or expose any person or property to loss, injury, damage or delay. Except as provided above for mechanical failures, whenever the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, the Cruise may be terminated and You may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind except where a refund is required by law as a result of a declaration of a public health emergency or government order cancelling the cruise in question or delaying travel for more than 24 hours.

If, and only when, the cancellation or change was for reasons other than described in the preceding paragraph, and was within the exclusive control of Carrier, You agree the liability of the Carrier, if any, shall nonetheless be limited as follows:

- (A) If Carrier cancels the Cruise before it has started, it shall refund the Cruise Fare (less any air or accommodation charges incurred) and the Taxes, Fees & Port Expenses.
- (B) If the sailing is delayed and You are not accommodated on board the vessel, Carrier may arrange accommodations and food at no additional expense to You.
- (C) If the scheduled port of embarkation or disembarkation for a Cruise is changed, Carrier shall arrange transportation to it from the originally scheduled port.
- (D) If the Cruise is terminated or ends early Carrier, at its option, may issue a cruise credit, make a proportionate refund of Your Cruise Fare, transfer You to another vessel or transport You to the scheduled final port.
- (E) If You pay the Carrier an amount above the Cruise Fare for a shore excursion, Land Trip, or other activity that is cancelled, You will be limited to a refund, if any, of the amount paid for the cancelled activity.

Under no circumstances shall the Carrier be or become liable for consequential or other damages of any kind sustained by any Guest except as expressly provided herein.

## 12. YOUR RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.

Due to the risks inherent in travel by sea, as described in Section 3 of this Cruise Contract, if You have any special medical, physical or other requirements, You, Your travel advisor, or any person booking on Your behalf is requested to inform Carrier in writing at the time of booking of any special need or other condition for which You or any other person in Your care may require medical attention or accommodation during the Cruise and/or Land Trip(s) or for which the use of a wheelchair or service animal is contemplated or necessary. If any such special need or condition arises after You have booked the Cruise and/or Land Trip(s), You are requested to report it in writing to Carrier as soon as You become aware of it. Guests acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with disabilities. Guests requiring the use of a wheelchair must provide their own as Carrier's wheelchairs carried on board the vessel are for emergency medical use only. You acknowledge and agree that Carrier may disembark or refuse to embark You or anyone under Your care as set forth in Section 4 above. In limited situations where You would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise.

Persons with disabilities traveling on Carrier's vessel should refer to the "Accessible Cruising" portion of the Frequently Asked Questions page on the Carrier's website for more information about policies, procedures, aides, and services for guests with disabilities.

In addition to the specific representations required of Guest regarding COVID-19, Guest warrants that Guest and Guest's traveling companions are physically and emotionally fit to travel at the time of embarkation, and further warrants that such Guests have no medical or emotional conditions that would endanger any Guest or crew member or result in a deviation of the voyage. The Carrier recommends that any Guest who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage.

## 13. NO ANIMALS.

No pets or other animals are allowed on the ship at any time except for certain necessary service animals of a Guest with a disability, which require written notification to the Carrier at the time of booking Your Cruise and/or Land Trip(s) and Carrier's written approval. You agree to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on the Cruise and/or Land Trip(s). You further agree to determine and meet any documentary or other requirements related to the animal.

## 14. UNAUTHORIZED STOPOVER OR DISEMBARKATION.

Unauthorized stopover or disembarkation or failure to make any sailing of the ship at any port shall be at Your sole risk and expense, You may be denied subsequent boarding, and You will not be entitled to any refund, payment, compensation or credit of any kind. If You plan to disembark the vessel and/or to off load packages, boxes or baggage before Your authorized port of call, You must advise the Seabourn Square no later than the day before arrival in that port to arrange an inspection of You and/or Your belongings by local customs authorities. Should You fail to comply with this requirement and You and/or Your belongings are not presented for inspection, You may be assessed monetary penalties by local authorities. Furthermore, You agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such non-compliance. You acknowledge that for round trip cruises commencing in a country that stop in other ports of that country, You may visit but may not permanently disembark in any port in that country other than the port of embarkation. If You do disembark in a different port in that country, a fine or penalty may be imposed by that country's government. In consideration of the fare paid, You hereby agree to pay any such fine or penalty imposed because of your failure to complete the entire Cruise.

**15. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES OF SHIP; NO SOLICITATION.**

Unauthorized stopover or disembarkation or failure to make any sailing of the vessel at any port shall be at Your sole risk and expense, You may be denied subsequent boarding, and You will not be entitled to any refund, payment, compensation or credit of any kind. If You plan to disembark the vessel and/or to off load packages, boxes, or baggage before Your authorized port of call, You must advise the Seabourn Square no later than the day before arrival in that port to arrange an inspection of You and/or Your belongings by local customs authorities. Should You fail to comply with this requirement and You and/or Your belongings are not presented for inspection, You may be assessed monetary penalties by local authorities. Furthermore, You agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance. You acknowledge that for round trip cruises commencing in a country that stop in other ports of that country, You may visit but may not permanently disembark in any port in that country other than the port of embarkation. If You do disembark in a different port in that country, a fine or penalty may be imposed by that country's government. In consideration of the fare paid, You hereby agree to pay any such fine or penalty imposed because of Your failure to complete the entire Cruise.

**16. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.**

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation will not be possible from every location to which the vessel sails. All health, medical or other personal services in connection with Your Cruise are provided solely for the convenience and benefit of Guests who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the vessel or elsewhere at Your sole risk and expense without liability or responsibility of Carrier whatsoever, and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on Your behalf. Doctors, nurses or other medical or service personnel work directly for Guest and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. Carrier does not undertake to supervise the medical expertise of any such medical personnel and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which a doctor or nurse may or may not furnish You. Similarly, and without limitation, all spa personnel, instructors, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for the Guest. Carrier strongly recommends that all Guests travel with a sufficient supply of their prescription medications to last fourteen (14) days beyond the scheduled conclusion of the Cruise.

**17. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS, INSPECTION.**

You may take a reasonable amount of luggage on board containing only Your personal effects, which shall include suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and other personal effects necessary for the Cruise and/or Land Trip(s). If You travel by air or other transportation the terms and conditions of the airline or other transportation provider apply to Your carriage on those conveyances. You may not take on board firearms, controlled or prohibited substances, inflammable or hazardous items, any other items prohibited by applicable law, or any other item Carrier deems in its sole discretion to be detrimental to the safety, security, comfort or well-being of any person. A complete list of prohibited items may be found on the Seabourn website (external link: [https://www.seabourn.com/en\\_US/faq/prohibited-items.html](https://www.seabourn.com/en_US/faq/prohibited-items.html)). This list is subject to change without notice. You should contact Carrier for questions regarding the potential prohibition of any other item. You agree Carrier has, at all times with or without notice, the right to enter and search Your stateroom, personal safe or storage spaces, or to search You, Your baggage and/or personal effects at any location.

Carrier shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewellery, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop or other), DVD players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, cosmetics, electric hair appliances, liquids, luggage locks, eyewear (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs, scooters, liquor or other alcoholic beverages, cigarettes, tobacco products or business or other documents under any circumstances, whether carried within Your luggage or otherwise. You may use the safe in Your stateroom. However, You agree use of the stateroom safe will not increase Carrier's liability as provided in this Cruise Contract.

You agree that baggage or property, including all lost and found items retained by Carrier or delivered by You to Carrier, which remains unclaimed in writing for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of Carrier and you relinquish any claim thereto. You further agree to pay all fees and expenses incurred by Carrier to deliver any such items that are claimed by You, Carrier assumes no responsibility whatsoever for otherwise delivering any such items or delivering items that are prohibited by law.

**18. LIMITATIONS ON CARRIER'S LIABILITY; INDEMNIFICATION.**

Nothing contained in this Cruise Contract shall limit or deprive Carrier of the benefit of the applicable statutes or laws of the United States of America or any other country; or any international convention providing for release from, or limitation of, liability.

**Excursions, Shoreside Services and Other Transportation:** All travel facilities, tours, activities, products or services, other than aboard Carrier's vessels and tenders or motorcoaches, dayboats and/or railcars owned or operated by us, provided in connection with, before, after or during Your Cruise, Land Trip(s) and/or Air Package, including but not limited to pre and post cruise activities, shore excursions, hotel accommodations, meals, or transportation of any kind by any vessel, aircraft, or other conveyance, including, but not limited to, air travel to and from the ship (including travel on the airline(s) used in the Air Package), are provided, owned and/or operated by independent contractors whose employees, facilities, conveyances, products and services are not subject to Carrier's supervision or control. In providing or selling reservations or tickets in connection with any such activities, services or transportation or by accompanying You during such activities, Carrier does so as a convenience to Guests and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities. Carrier accepts no liability for any loss, delay, damage, injury, death, misrepresentation arising from any excursion, service or transportation or any loss, delay or disappointment for any cancellations of any excursion, service or transportation including but not limited to air flight cancellation(s), errors in seat reservation, upgrade, overbooking or ticketing. Carrier makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such contractors, transportation, tours, services, products or facilities. Any liability for such services will be governed by this Cruise Contract and the contracts and/or tariffs between You and such service companies. You agree that, Carrier's liability, if any for Non-Performance of any independent contractor providing such facilities or services shall not exceed the amounts received for such facility or services by Carrier on Your behalf. Any company or person providing services or facilities of any kind in connection with a shore excursion or other activity offered for purchase by Carrier shall have the benefit of every defense to which Carrier is entitled under this Cruise Contract.

**Indemnification:** You agree to reimburse and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by You or imposed upon Carrier as a result of any act, omission or violation of law or this Cruise Contract by You or any minor or other Guest in Your care.

- 19. Shore excursions can be pre-booked at [www.seabourn.com](http://www.seabourn.com). If you like Cruises International to make the reservations, a service fee of R100 per booking per excursion will be applied.
- 20. Dining – Open Seating
- 21. Kosher meals must be ordered at least 6 weeks prior to sailing.
- 22. Cruises International must receive the balance of the cruise cost (after deducting the deposit paid) no less than 120 days prior to departure for 25 day and shorter sailings/ 150 days for 26 night or more sailings, unless you book within 125 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.

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.

- 23. 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.

24. **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

**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.

- 25. Credit Cards Accepted onboard, at the time of printing, all major cards except Diners Club Cards.
- 26. 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.
- 27. 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](mailto:reservations@cruises.co.za).
- 28. Your cruise or cruise-tour is subject to the terms and conditions of the legally binding contract between you, the guest, and the respective cruise line, as set forth in your Guest Ticket / Contract. A copy of the terms and conditions is available upon request.
- 29. Cruises International strongly recommends that all guests purchase the Travel & Cancellation Insurance to protect against covered unexpected events.
- 30. 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](mailto: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: \_\_\_\_\_