

## **Seabourn Cruise Terms & Conditions**

### **Responsibility**

Guests must be residents of North, Central or South America, the Caribbean or Asia Pacific region to book cruises from this site. Terms and conditions of transportation of guests and baggage on SEABOURN CRUISE LINE LIMITED (Seabourn) are governed by the Seabourn Passage Contract, a copy of which will be included with your preliminary documents or on request. Your acceptance of the Passage Contract constitutes agreement to those terms and conditions including the procedure for resolution of disputes which must take place in Miami-Dade County, Florida.

The guest is responsible for arriving at the respective ports on time for embarkation and for joining the vessel at its next port of call, if for any reason, a scheduled sailing is missed. Seabourn reserves the right to refuse or discontinue passage to anyone when in Seabourn's sole judgment, it would be considered a risk to the guest's own safety and well-being, or the health, safety, well-being, comfort and enjoyment of any other guest or crew member.

Seabourn shall have the right to cancel or alter in any way any scheduled sailing or itinerary which, in its sole judgment and discretion, is justified for any reason and to do so without liability for damage or for any loss to guests. Seabourn also reserves the right, in the event of a full-ship charter or for any other reason, to cancel reservations and bookings whether or not a deposit or full payment has been received. In such an event, Seabourn's only liability will be to refund to guests the amount it has received.

### **Deposits**

A 25% deposit is required within 3 days of reservation or sooner, as specified by Seabourn. Suites are subject to cancellation and resale if required deposit amount is not received within the specified option period.

### **Balance of Payment**

Full payment for all cruises must be received by Seabourn no later than 90 days before sailing.

All reservations are subject to cancellation if payments are not received by the due date, and are guaranteed only when paid in full at 90 days prior to sailing. Reservations made within 90 days of sailing require full payment within 7 days of the reservation or sooner, as specified by Seabourn.

### **Method of Payment**

Only U.S. dollar payments are accepted via agency check, personal check, American Express, Visa, MasterCard, Diner's Club or Discover Card. Expenses incurred for onboard services/products by the guest, or by Seabourn on behalf of the guest, shall be paid by the guest prior to disembarkation.

### **Cancellation by Guests**

Regardless of suite resale, the following policies shall apply to all cruise cancellations:

Number of days before  
sailing written cancellation  
notice received Cancellation Charge  
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

The above cancellation penalties apply when the entire booking is cancelled and apply to all travel including cruise, airfare and land arrangements. If non-cruise components only are cancelled, the guest will be responsible for any cancellation penalties imposed by the airlines, other transportation carriers, tour and ground operators or hotel properties. Your travel agent must telephone Seabourn's Reservation Department to cancel your reservation.

### **Refunds**

Before a determination regarding a refund can be made, all cruise and air documents must be returned to Seabourn Cruise Line, 6100 Blue Lagoon Drive, Suite 400, Miami, FL 33126. Partial use of cruise, airfare, hotel and land extensions does not qualify a guest for a refund. All refund requests pertaining to cruise, land and air are subject to final review by Seabourn.

#### **Optional Travel Insurance**

We strongly recommend that all guests purchase comprehensive Trip Cancellation/Interruption Insurance for the full purchase price of the cruise as well as air and/or land program costs. Your travel agent can provide additional information about SeabournShield, a program that has been specially designed and economically priced exclusively for our guests.

### **Baggage and Valuables**

Though we take all reasonable care in the handling of baggage, Seabourn's responsibility for lost, damaged or misplaced baggage and other personal property is limited by the Passage Contract. Seabourn is not responsible for camera equipment, jewelry, cash or other similarly fragile and valuable items contained in checked or unchecked baggage. These items, as well as medications or prescriptions, should be carried on and off the ships by the guests themselves. In-room safes are available free of charge on board. For your safety, all guests and all baggage must pass a security checkpoint.

### **Children Traveling with an Adult**

Children under 18 years of age must be accompanied by an adult and if that adult is not a parent or legal guardian, written permission from the parent or legal guardian is required.

**Embarkation/Disembarkation**

The ship will be available for embarkation two hours before the scheduled sailing time noted on the itinerary sent with the final documents. On disembarkation day, suites must be vacated two hours after the scheduled arrival time, unless otherwise agreed by the Hotel Manager. Guests making their own air arrangements should allow 3 to 4 hours for transfer time to the airport once customs and immigration clearance has been completed.

**Guests with Disabilities/Special Diets**

Guest with disabilities are welcomed aboard Seabourn vessels. Seabourn has limited facilities aboard ship for guests with disabilities. Any person requiring special services, assistance, equipment or accommodations must advise Seabourn Reservations Department at time of reservation. The guest will be informed whether early embarkation will be necessary. Seabourn has a right to reject requested accommodation that is not readily achievable. For safety reasons, guests in wheelchairs cannot be carried on launches in ports where the ship is at anchor. Upon notification by a guest with a disability, Seabourn Reservations will provide written specifications detailing suite and bathroom doorway widths and other pertinent access limitations on board the vessels. Guests using wheelchairs must be accompanied by a companion for access to all other areas of the ship. Please note that accessible suites are subject to availability and must be requested at the time of booking.

If guests have special dietary needs, Seabourn must be advised at time of booking or, at the latest, six weeks before sailing. Every effort will be made to comply.

**Optional Air Program**

At the time of booking, quotations may be available for round-trip air transportation between selected air gateway cities in the U.S. and Canada and the airports closest to the ports of embarkation/disembarkation.

Quotations may include negotiated airfares in Economy, Business Class, and First Class as well as transfers between the airport and the ship or Seabourn hotel.

(If the guest has purchased both the Preferred Air Option and an optional hotel extension from Seabourn, only one transfer program is provided and there is no credit for the duplicate service.)

Seabourn reserves the right to select the air carrier, routing and schedule and to substitute charter flights for scheduled air or vice versa. Flight itineraries will be provided approximately 45 days before sailing. Seabourn reserves the right to withdraw any gateway city at any time, but will protect those guests under deposit or final payment. Air tickets from Seabourn limit your ability to exchange, endorse or make changes. Seat assignments, special meals and frequent flyer awards are the sole responsibility of the guests. Some airlines may not honor frequent flyer miles for flights on Seabourn fares. Guests are responsible for any cost of replacing lost air tickets. Class of service, flight itineraries and fares are subject to change.

Cancellations by guests are subject to a \$100.00 per person fee if cancel within 45 days prior to departure.

Seabourn can also make “independent air arrangements” by securing your requested choice of carrier, class of service and schedule, using published airline tariffs.

**For Custom Air Requests and changes, please note:**

The first custom air request is complimentary provided it does not require a specific air carrier or routing. If a guest is requesting a change of dates only, Seabourn will not charge any additional air cost. If the guest is requesting a different carrier or routing, any additional air cost will be the responsibility of the guest.

A \$75 per person non-refundable charge will be assessed for any subsequent custom air request. If a guest is requesting a change of dates only, Seabourn will not charge any additional air cost. If the guest is requesting a different carrier or routing, any additional air cost will be the responsibility of the guest.

An additional \$100 reissue fee will be charged for any changes that are made once the airline ticket has been issued.

\*Guests choosing to deviate from their Seabourn Air/Sea or Hotel package forfeit the transfers associated with that portion of their program.

**Optional Hotel/Land Extension**

A \$75 per person administrative fee will be applied to anyone wishing to change arrangements within 90 days of departure. Cancellation penalties may apply.

**Optional Shore Excursions**

Shore excursions purchased before sailing are subject to a 50% cancellation fee from the time of booking and a 100% cancellation fee if cancelled within 30 days prior to sailing or once onboard. Shore excursions purchased onboard are subject to a 100% cancellation fee if cancelled after the published closing date for the port in question. The tour office onboard provides these closing dates. Tours marked with a “pre-purchase icon” are subject to a 100% cancellation fee if they are booked and cancelled on board. Failure or inability of the local tour operator to include any feature will entitle guests to be refunded only that portion of the total cost of the tour directly related to the feature excluded. Seabourn Cruise Line cannot extend reimbursements to guests for circumstances beyond Seabourn's control.

**Services Provided by Independent Contractors**

All shoreside tours and services described in this brochure are provided by independent contractors. Seabourn shall have no obligation or liability of any kind to guests for acts or omissions in connection with or arising out of arrangements with independent contractors, including but not limited to airline carriers, ground-tour operators, hotels and onboard physicians since they are neither agents for nor employees of Seabourn.

**International Travel Documents and Health Information**

It is the guest's obligation to obtain a valid passport, visas and public health documents for all applicable ports of call and overland tour destinations. Consult your travel agent for advice on such requirements.

Guests will be sent preliminary cruise documents approximately three months prior to departure. These will contain a visa application package from a reputable visa service agency so guests may avail themselves of this service. Vaccination/immunization requirements vary considerably depending on the area of the world visited, and are subject to change at any time. We suggest that guests traveling outside of their country of residence consider immunization against Hepatitis A, Typhoid, Polio, Diphtheria and Tetanus. An international certificate, approved by the World Health Organization, is the best medium for verification that inoculations and vaccinations have been satisfactorily performed, and is accepted by health officials at all ports of call. We strongly recommend that all guests contact their personal physician, the Department of Public Health or the Centers for Disease Control to obtain expert medical immunization recommendations for their intended itinerary and travel plans and to specifically address Malaria and Yellow Fever requirements in time to receive any necessary vaccinations/immunizations and for them to take effect.

**Shore Excursion Gratuities**

Prices do not include gratuities for local shore excursion guides, drivers, and related service staff. Independent, subcontracted ground operator companies employ all ground staff and these entities do not participate in Seabourn Cruises' on board "no tipping" practice. Tipping of guides, drivers and other independent ground staff is at the individual guest's discretion, anticipated and appreciated.