



# Seabourn's General Information, Terms and 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 if your voyage begins, ends or visits the United States or its territories, must take place exclusively, in Miami-Dade County, Florida, or for voyages that do not begin, end or visit the United States or its territories, the exclusive location for the resolution of disputes is London, England.

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 without notice 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:

<b>Number of days before sailing written cancellation notice received</b>	<b>Cancellation Charge</b>
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 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. Guests or their travel agent must telephone Seabourn's Reservation Department to cancel the 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.

Additionally, infants must be at least 6 months of age at the time of embarkation in order to sail. In order to sail on the itineraries listed below, infants must be at least 12 months of age at the time of embarkation:

- Transocean crossings (Atlantic, Pacific, Indian, Artic, etc.)
- World cruises
- Cruises of 15 days or longer duration
- Any other itinerary which may in the opinion of the Operating Line present serious risk to infants in need of emergency medical care.

## 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

Guests with disabilities are welcome aboard Seabourn vessels. Guests who have medical, physical or other special requirements must advise Seabourn's Reservation Department at time of reservation. Due to the configuration of our ships, wheelchair users and individuals with sight impairments may experience some difficulties in accessing certain areas. Where such individuals would be unable to be safely and comfortably accommodated due to such barriers or other criteria, we may suggest that the guest be accompanied by a companion.

For safety reasons, guests in wheelchairs cannot be carried up staircases or gangways, nor on launches when the ship is at anchor. Upon notification by a guest with a disability, Seabourn Reservations can assist in providing any relevant information pertaining to accessibility on board the vessels.

Seabourn is pleased to permit individuals to bring qualified service animals on board. Notice that a guest will be traveling with an animal must be provided at the time of booking. Local laws or customs may prevent animals from disembarking at particular ports and countries. It is the guest's obligation to obtain all documents/health certificates that may be required. Consult local customs authorities for information and requirements.

Guests with conditions requiring ongoing medical assistance may be asked to have their physician provide a confidential certification form to ensure that they may travel safely.

### 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. If due to any cause beyond our control, Seabourn is unable to arrange for air travel or the air travel we arrange is unavailable or otherwise fails to materialize, our liability will be limited to refunding the air add on amount paid to us. We assume no liability for any acts or omissions of any airline, including without limitation, those involving cancellation of flights, schedule changes, re routings, damage to or delay or loss of baggage, flight delays, equipment failures, accidents, pilot or other staff shortages, overbooking or computer errors. The liabilities and obligations of an airline to you and your rights as an airline passenger, are subject to any and all terms and conditions of the airline's tickets and tariffs. 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.

Journeys 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 on board. 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.

Like other transportation companies, Seabourn is required by law to provide information supplied by guests traveling with us to certain governmental agencies upon their request (as for instance, the United States Department of Homeland Security).

### **Maximum Gestational Age for Pregnant Woman to Sail**

Pregnant women are only allowed to sail if pregnant for 24 weeks or less at time of the cruise disembarkation. All pregnant women are required to produce a physician's letter stating that mother and baby are in good health, fit to travel, and the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) calculated from both last Menstrual Period (LMP) and ultrasound (if performed).

### **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.

### **Greek Cabotage Laws**

Seabourn Cruise Line's vessels are not allowed to carry guests between two Greek ports. We will therefore refuse passage to any guests traveling on a combination, or Grand Voyage sailing where the embarkation port and the disembarkation port are located in Greece.