



THE LUXURY COLLECTION  
BY CRUISES INTERNATIONAL

# TERMS & CONDITIONS

OCEANIA CRUISES®

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AMA WATERWAYS™  
LEADING THE WAY IN RIVER CRUISING

WINDSTAR  
CRUISES

SEADREAM  
YACHT CLUB

## WINDSTAR / CRUISES INTERNATIONAL 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 note: For all Alaskan cruises, a Canadian and American visa is required prior to departure.

- 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.
- 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. DEPOSITS:

Deposits vary and hence you are obligated to ensure that you get the correct deposit amount payable from your reservation's consultant. Unless otherwise specified on the confirmation, the deposit requirement is 15% of the gross booking cost.

### 6. CANCELLATION PENALTY SCHEDULE

Guests cancelling for any reason including medical or family reasons, are subject to the following cancellation schedule.

Before 201 days before sailing	USD 50.00 per person cancellation fee
120 – 90 days before sailing	15% of gross fare
89 – 60 days before sailing	35% of gross fare
59 – 30 days before sailing	50% of gross fare
29 – 0 days before sailing date	100% of gross fare

### 7. GENERAL CRUISE TERMS & CONDITIONS GENERAL CRUISE TERMS & CONDITIONS

All itineraries, schedules, and ports are correct at time of publication but are subject to change without notice. "Windstar Cruises/Cruises International," "Windstar," "We," and "Us" refer to Windstar Cruises/Cruises International Marshall Islands, LLC / Cruises International., "You," "passenger" and "guest" refer to persons travelling with Windstar and those in their care, such as minor children. Due to the small size and intimate nature of our yachts, Windstar Cruises/Cruises International is unable to accommodate children under eight (8) years of age. Guests under 21 years of age must be accompanied by a parent, guardian or chaperone in their stateroom or suite who is at least 25 years old; one adult (age 25 or older) chaperone is required for every five (5) people under 21.

**PASSAGE CONTRACT:** All cruises are provided subject to the terms of the Windstar Cruises/Cruises International Passage Contract, which can be found here, and which contains important, comprehensive additional terms governing your cruise with us including among other things limits on claims and liability, resolution of claims, etc.

**CRUISE FARES:** Your fare includes ocean transportation, stateroom or suite accommodations, and all meals and entertainment on board the yacht. Not included, however, are items of a personal nature, such as alcoholic beverages, laundry, transfers prior to or after your cruise, or optional programs or activities. Shore excursions and airfare are available for an additional charge. All rates shown are per person based on double occupancy. Fares are published in U.S. dollars (USD).

**Note:** Third-person rates are available upon request. For further information on fares, non-discountable amounts, taxes, and surcharges, please see below.

**SINGLES:** Single occupancy of a stateroom is generally 175% of the published per person stateroom cruise fare (200% of the Owner's Suite, Suites, and Bridge Suites per person cruise fares) and is subject to availability.

**RESERVATIONS AND PAYMENT:** Windstar Cruises/Cruises International works with travel agencies worldwide to serve your needs. Reservations either made by or assigned to a travel professional must be managed by the agency of record. While Windstar is unable to provide specific booking information on agency bookings, we are happy to answer general questions. Alternatively, you may reserve your cruise directly with us if you prefer. Since accommodations are limited by the number of staterooms or suites on each yacht, reservations should be made as early as possible. Payment for your Windstar cruise is to be made to the travel agency with which you made your reservation, or to Windstar Cruises/Cruises International directly. Travel documents will be issued when full payment has been received by Windstar Cruises/Cruises International. Refunds for cancelled or unused services will be made, less any applicable cancellation fees and charges. If you have reserved your cruise with your travel professional, please be aware that additional cancellation fees charged by the booking agency may apply.

**DEPOSIT AND FINAL PAYMENT REQUIREMENTS:**

- Deposit of 15% of cruise fare, hotel, and non-discountable amounts is required within three (3) days of booking to secure a reservation.
- Final payment is due prior to 100 days before departure date.
- Your travel documents are usually received approximately 60 days prior to departure.
- Payment of the cruise deposit and Travel Protection Plan (if applicable) constitutes a binding of the Terms & Conditions and acceptance of the Passage Contract.

**LATE BOOKING POLICY:**

- On bookings within 50 days of departure, Windstar Cruises/Cruises International requires final payment before we can initiate the process of requesting hotel and/or air space;
- On bookings within 14 days of departure, we are unable to make air or hotel transfers or arrangements. Windstar Cruises/Cruises International will advise you of the status of the request within five (5) working days of receipt of final payment. If your request is confirmed, electronic tickets will be sent via email. If we are unable to confirm your late booking all monies paid will be refunded in full. Please note, changes or additions to the cruise package (i.e. transfers, special services, gifts, or onboard packages) cannot be made within seven (7) days of departure and should be arranged once you are on board the yacht.

**CANCELLATION POLICY:**

- Each cruise booking cancelled before 120 days prior to initial departure will be subject to a \$50 per person cancellation fee.
- A full refund (except for the amounts paid for Cancellation Protection Plan and the \$50 per person fee, will be made for written cancellations received by Windstar Cruises/Cruises International at least 121 days prior to the date on which you are to commence travel by any mode of transportation booked through Windstar Cruises/Cruises International (sea, or land).
- Guests who cancel after that date for any reason, including medical or family reasons, are subject to the following cancellation fee schedule:
  - o 120-90 days before commencing travel – 15% of gross fare;
  - o 89-60 days before commencing travel – 35% of gross fare;
  - o 59-30 days before commencing travel – 50% of gross fare;
  - o 29-0 days before commencing travel – 100% of gross fare.

Given that the resale of cancelled space will likely result in a lost opportunity to sell other space, these fees are due regardless of resale. You agree that Windstar/Cruises International's losses in the event of your cancellation would be very difficult if not impossible to determine, and that the cancellation fees above are a fair and reasonable estimate of Windstar/Cruises International's losses. Windstar Cruises/Cruises International can only be responsible for refunding amounts received. Travel agencies may impose their own cancellation fees. Agency fees of any nature are a matter to be decided on solely by the agency and its customers. Windstar Cruises/Cruises International cruise tickets and Passage Contracts are non-transferable. Name changes and departure date changes are considered reservation cancellations/re-bookings and are subject to cancellation fees. Changes require the prior approval of Windstar Cruises/Cruises International and may not always be possible. Windstar Cruises/Cruises International cruise and accommodations cancellation policies do not apply to airline reservations. Airline reservations changes require the prior approval of airlines and may result in change fees or may not be possible.

**CHANGE FEES:** Changing your itinerary after reservations have been made can result in a loss of advantages gained by early planning. To cover administrative costs, a minimum charge of \$505 per person will be assessed if you request a change in your travel arrangements less than 121 days prior to commencement of travel. This doesn't apply to departure date changes made by Windstar Cruises/Cruises International. Change fees are not assessed for stateroom upgrades or for the addition of services unless air reservations are altered and/or travel documents must be reissued.

**ADDITIONAL DEFINITIONS:** "Yacht" or "Ship" refers to the vessel that will provide the ocean transportation portion of the cruise. "Cruise" refers to the specific cruise purchased by you and shall include periods during which you are embarking or disembarking the Yacht or are on shore while the Yacht is in port. "Initial Departure" means the time at which you first begin transit by any means of transport booked by us (including air transportation) for the purpose of taking the Cruise "Windstar Land Package" includes any shore activity before or after the Cruise or ashore during the Cruise arranged for you by us in connection with your Cruise.

**PROHIBITED ITEMS; DRUG & ALCOHOL RESTRICTIONS; BAGGAGE:** The following are strictly prohibited on the Ship and during all aspects of the Cruise, Windstar Land Package and shore excursions: radioactive materials, recreational and medicinal marijuana and other controlled substances under USA law (see United States DEA Drug Schedules at [www.dea.gov/druginfo/ds.shtml](http://www.dea.gov/druginfo/ds.shtml)) or any under any foreign jurisdiction the Ship enters (except lawfully obtained and transported prescription drugs other than marijuana), firearms, ammunition, weapons, fireworks, aerial drones, illicit or hazardous materials, hand irons, water heaters and candles. Passengers can bring aboard two (2) bottles of wine or champagne (750ml) per cabin for their enjoyment on board for a 7-day Cruise or three (3) bottles for an 8-day (or longer) Cruise. Passengers may consume these permitted outside beverages in public areas on the Ship, but a small corkage fee (approximately US\$15 + 15% gratuity) will be applied to the passenger's onboard account. All additional outside alcohol (meaning wine, beer and/or hard alcohol) including alcohol purchased at ports of call along the Cruise route, will be kept by the Ship's purser and delivered to the passenger's cabin the last evening of the Cruise. We will carry as baggage only your personal effects consisting of wearing apparel, toilet articles and similar items for your wearing, comfort or convenience during the Cruise and not belonging to or intended for use by any other person or for sale. For loading and unloading the Ship and other means of transportation, all baggage must be tendered for carriage in securely constructed and locked suitcases or trunks. All baggage must be able to be safely stowed in your cabin on the Ship. The only animals permitted to accompany you are recognized service dogs for passengers with disabilities; you are responsible for complying with governmental health, documentation and other requirements as to recognized service dogs.

We do not accept to carry as baggage or assume any liability for any loss of or damage to or delay of trade goods, household goods or furniture, perishable items, medicine, liquor, cash, credit or debit cards, jewelry, gems, gold, silver, precious metals, art, collectibles or similar valuables, securities, financial instruments, records or other valuable or business documents, computers, cellular telephones, cameras, hearing aids, electric wheelchairs, scooters, or other video or electronic equipment, binoculars, film, videotape, computer disks, audio disks, tapes, DVDs or CDs, or other articles specified in 46 U.S. Code Section 30503. These items should not be left unattended about the Ship or your cabin, nor should they be left unattended on other vessels, railcars, taxis or other vehicles or in hotels, nor placed in luggage other than a bag that you carry with you. In addition, we do not assume any liability for any loss of or damage to carry-on baggage on the Ship or on the other means of transportation or in hotels. The Ship and certain hotels may be equipped with cabin or room safes or safe-deposit boxes in the Ship's or hotel's Front Office; using these facilities will not, however, increase our liability as provided in the Passage Contract.

**NON-WINDSTAR CRUISES/CRUISES INTERNATIONAL SERVICES; ITINERARY CHANGES:** These include non-Windstar Cruises/Cruises International Services such as airlines and other off-ship transportation carriers, shore excursions (other than the limited number of shore excursions operated by Windstar), and accommodations. Non-Windstar Cruises/Cruises International Services are solely at your risk and subject to the terms or arrangements made by you. Windstar Cruises/Cruises International assumes no responsibility with respect to these non-Windstar Cruises/Cruises International Services including delay, injury, death or damage to property. Situations may arise that, in the opinion of Windstar Cruises/Cruises International, make it necessary for Windstar Cruises/Cruises International to cancel, advance, or postpone a scheduled departure, change itineraries or make substitutions involving ports of call, other travel components, vessels, or other modes of transportation. These situations may include, by way of example, concerns regarding weather conditions, issues involving safety matters, alternative business arrangements or charters resulting in the decision to withdraw a Cruise from public sale, or requirements of governmental authorities. If this should occur, Windstar Cruises/Cruises International does not assume responsibility or liability for any losses, inconvenience, or expenses incurred by guests as a result. Please see the Windstar Cruises International Passage Contract for further details.

**FITNESS TO TRAVEL; SPECIAL MEDICAL CARE:**

- (a) Consultation with Personal Physician. Passengers are encouraged to discuss the advisability of travel with their personal physicians and to review the U.S. Centers for Disease Control and Prevention ("CDC") website for updated information. The CDC has identified elderly persons and persons with certain chronic medical conditions as being at increased risk of life-threatening complications from being infected with COVID-19. PASSENGER ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT DURING TRAVEL TO AND FROM THE SHIP, WHILE ABOARD THE SHIP, OR DURING ACTIVITIES ASHORE, PASSENGER OR OTHER PASSENGERS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19 AND ITS VARIANTS, INFLUENZA, COLDS, NOROVIRUS, AND POTENTIALLY DISEASES NOT YET KNOWN. PASSENGER FURTHER UNDERSTANDS AND ACCEPTS THAT THE RISK OF EXPOSURE TO COMMUNICABLE ILLNESSES AND OTHER DISEASES IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES INCLUDE PERSON TO PERSON CONTACT, IS BEYOND WINDSTAR CRUISES' CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. PASSENGER KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS TICKET CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.
- (b) Availability of Medical Care, including Medical Evacuation, and Passenger's Warranty of Fitness to Travel. Passenger acknowledges that due to the nature of travel by sea and the ports visited, the availability of medical care onboard the Ship and in ports of call may be limited or delayed and medical evacuation may not be possible from the Ship while at sea or from every location to which the Ship sails. Passenger further understands that there may be circumstances beyond Windstar Cruises' control, which may prevent or delay a medical evacuation or disembarkation. In addition to the specific representations required of Passenger regarding COVID-19 vaccinations, Passenger warrants that the Passenger, and those for whom the Passenger is responsible, are fit to travel at the time of embarkation.
- (c) Medical Care and Personal Services. To the extent Passengers retain the services of medical personnel or independent contractors on or off the Ship, Passengers do so at their sole risk.
- (d) Representation of Fitness to Travel. In addition to the specific representations required of Guest regarding COVID-19 vaccinations, Passenger warrants that the Passenger, and those for whom the Passenger is responsible, are fit to travel at the time of embarkation.
- (e) Pregnancy. Passenger agrees not to present herself for boarding under any circumstances if, by the time the Passenger commence her travel with Windstar Cruises, she will have entered the 24th week of pregnancy.
- (f) Special Needs. Any Passenger with mobility, communication or other impairments, or other special or medical needs that may require medical care or special accommodations during the cruise, including but not limited to the use of any service animal, should be reported to Windstar Cruises by the Passenger when a reservation is requested. Passenger agrees to accept responsibility and reimburse Windstar Cruises for any loss, damage or expense whatsoever related to the presence of any service dog brought on board the Vessel. Passengers with special needs are advised that certain international safety requirements, shipbuilding requirements, and/or applicable regulations may cause difficulty for mobility impaired persons or persons with severely impaired sight and/or hearing. Passengers requiring the use of a wheelchair must provide their own wheelchair (that must be of a size and type that can be accommodated on the Ship), which should be confirmed at the time of the reservation. Passenger acknowledges that standard cabins are not designed to be barrier free and wheelchair accessible.

(g) Limitation of Liability for Denial of Boarding / Repatriation for Passenger Noncompliance with this Contract. Windstar Cruises shall have the right to deny boarding for violations of any of the pre-cruise policies set forth in this Contract. If Windstar Cruises exercises its rights to deny boarding, Passenger shall have no claim against Windstar Cruises whatsoever, and Windstar Cruises shall have no liability for refund, compensation loss or damages of Passenger, including but not limited to any expenses incurred by Passenger for accommodations or repatriation.

Guests must be physically and emotionally fit to travel at the time of embarkation and certify that they have no medical or emotional condition that would endanger any other passengers. Windstar recommends that any guest who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the Cruise and in case of emergency.

Windstar/Cruises International reserves the right to require any passenger to produce medical evidence of fitness to travel in order to assess whether that passenger can be carried safely in accordance with applicable international, US, or Canadian law.

Windstar reserves the right to refuse passage to anyone who has failed to notify it of their specific needs with regard to accommodation, seating or services required from Windstar or terminal operators, or their need to bring medical equipment, or to bring a recognized service dog on board the Ship, or of any other known disabilities, or who in Windstar's and/or the Master's opinion is unfit or unable to travel, or anyone whose condition may constitute a danger to themselves or others onboard on the grounds of safety.

Animals and/or pets other than recognized service dogs are not allowed on board the Ship under any circumstances without Windstar's permission in writing. Recognized service dogs are permitted on board the Ship if prior arrangements have been made at the time of booking. Companion animals and emotional support animals are not allowed on board the Ship. Any such animals or pets brought on board without permission will be taken into custody and arrangements will be made for the animal to be landed at the next port of call at the passenger's sole expense.

Recognized service dogs are subject to and must comply with national, international and EU Regulations regarding health, inoculations, training and travel. It is the passenger's responsibility to have all necessary papers and clearances prior to the Cruise and to be satisfied that the service dog can be carried to the ports of embarkation and disembarkation and that the service dog is not prohibited from going ashore at the various ports of call.

Please see Windstar's accessibility page for more information for guests with disabilities.

**FARES, NON-DISCOUNTABLE AMOUNTS, TAXES, FEES, PORT EXPENSES, AND SURCHARGES:** Windstar Cruises/Cruises International reserves the right not to honor any published prices that it determines were erroneous due to printing, electronic, or clerical error. Each Cruise fare includes a Non-Discountable Amount. That portion of the fare is both non-commissionable to travel professionals and not subject to reduction in the event of a percentage discount promotion, 2-for-1 promotion, or otherwise. If cost factors dictate the need for fare increases, Windstar Cruises/Cruises International may do so at any time prior to departure. Guests can cancel (without paying a cancellation fee) rather than accept a fare increase. Suggested onboard gratuities are extra.

Taxes, Fees & Port Expenses, as used by us, may include, without limitation, all or a portion of all fees, charges, tolls and taxes imposed on us by governmental or quasi-governmental authorities, as well as third party fees and charges arising from a vessel's presence in a harbor or port. Taxes, Fees & Port Expenses may include U.S. Customs fees, head taxes, Panama Canal or other canal tolls, passenger facilities charges, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees for navigation, berthing, stevedoring, baggage handling/storage and security services. Taxes, Fees & Port Expenses may be assessed per passenger, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Ship. Taxes, Fees & Port Expenses are subject to change (but will not change after assessment due to currency fluctuations) and we reserve the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full. Windstar Cruises/Cruises International reserves the right to impose or pass through fuel surcharges, security surcharges, or similar incidental surcharges. No right of cancellation exists under these circumstances.

**TRANSFERS/PRE- & POST-CRUISE SERVICES:** Services for Windstar Cruises/Cruises International cruise-only guests (individuals who do not purchase air transportation or cruise extensions from Windstar Cruises/Cruises International) begin with embarkation at the noted time in your Cruise documents. Any transfers, meals, and dayroom accommodations required prior to this time are the responsibility of the guest. Please make a note of this, as many international flights arrive several hours prior to the scheduled embarkation time. Guests may purchase a transfer from local airport to yacht for day of cruising and from yacht to local airport for day of disembarkation directly through Windstar Cruises/Cruises International Vacation Planning. Guests flying on dates other than the date of (dis)embarkation must arrange their own transfers unless the reason for the different date is because of the purchase of a cruise extension from Windstar Cruises/Cruises International. Transfers for these guests will be arranged between airport, hotel, and pier, as appropriate, so long as the transfer dates coincide with the dates of the services purchased from Windstar Cruises/Cruises International.

**SHIPBOARD ACCOUNT AND CURRENCY EXCHANGE:** Our cashless society is designed to make your life on board as simple as possible. When you board the Yacht, your account has already been activated and you may make purchases by simply showing your guest identification card and signing a receipt. On embarkation day, you will need to register your credit card (Visa®, Discover®, MasterCard®, or American Express®) in order to use your onboard account for shipboard purchases. We do not accept debit cards or prepaid cards. Your card will be pre-authorized for USD \$60 per person for each day of your Cruise. At the end of your Cruise, you will receive a final statement, and your card will be charged only for the actual amount of your purchases.

Please inform your credit card issuer in advance that your card will be used on a Windstar Yacht. This will help prevent delays in obtaining pre-authorization on board. Products and services on board are in USD. Windstar is not liable for any foreign exchange fees imposed by your card issuer. There are no currency exchange services offered on board.

**LIABILITY AND RELATIONSHIP WITH WINDSTAR LAND PACKAGE PROVIDERS:** If, due to any cause beyond our control, we are unable to arrange for any Windstar Land Package or any desired portion thereof, our sole liability will be limited to refunding the Windstar Land Package add-on paid. Our relationship with providers of Windstar Land Package accommodations or services is that of an independent travel agent. We assume no liability for any acts or omissions of any Windstar Land Package provider or subcontractor including, without limitation, cancellation, damage to or delay or loss of baggage, delays (including any delay in rejoining the Ship or missing the sailing or any flight), equipment failures, accidents, staff shortages, overbooking or computer errors.

## 8. WINDSTAR LAND TOURS - TERMS & CONDITIONS

### General

In certain interesting but off-the-beaten track places, professional guides and vehicles are at a premium. The best available are engaged. For all tours, it is exceptional for drivers of public hire vehicles to speak any language but their own and it is not always possible to obtain air-conditioned buses or taxis in many ports. However, we do our utmost to find the very best excursion packages for your touring pleasure.

Guests who leave during a tour for which transportation is included must thereafter provide for their own transportation and services at their own expense. Transportation standards vary from country to country.

### Self-Guided Excursions

Guests who do not join these prearranged shore excursions must rely on whatever transportation is available in each port. If you choose to devise your own excursion, we suggest that you remind the driver or tour escort of the ship's sailing time. Of course, the ship's facilities are fully available to guests while in port.

### Conditions

Shore excursions are "Non-Windstar Services" for the purposes of your Cruise Contract. This means that shore excursions are not owned or operated by Windstar Cruises/Cruises International. Refer to your Cruise Contract for a full statement of your rights and obligations as well as those of the Owner of the Ship, Windstar Cruises/Cruises International and certain other persons and entities with respect to Non-Windstar Services. In particular, please note that you are assuming the entire risk of utilizing Non-Windstar Services subject only to whatever terms or arrangements are made by you or on your behalf with the third party furnishing the Non-Windstar Services. Windstar Cruises/Cruises International does not assume liability for injuries or damages that occur during or as a result of shore excursions, nor is Windstar Cruises/Cruises International liable for loss of or damage to any baggage or other property which occurs ashore, for any reason whatsoever. Shore excursions are subject to cancellations or changes. Shore excursion operators reserve the right to deny participation to guests based on such criteria as they may establish. For children 12 years of age or younger, participation in shore excursions is pending final approval from the tour operator. Children under 18 must be accompanied by a parent or responsible adult aged 21 or older.

### While on Tour

Guests are cautioned not to leave anything behind while sightseeing, especially such items as cameras and raingear and are reminded that Windstar Cruises/Cruises International is not liable for any lost items or damage to any baggage or other property which occurs ashore, for any reason whatsoever. Passengers who leave during a tour for which transportation is included must thereafter provide for their own transportation and services at their own expense.

### Online Bookings

At the time of making your reservations online, we will advise you whether your reservations are confirmed. Your credit card will be charged immediately for all confirmed reservations. Should space become available for a waitlisted shore excursion request, we will email or otherwise contact you at that time. If you or Windstar cancel a tour more than 5 business days prior to cruise departure, we will issue a credit on the credit card that you used to pay for the reservation. For any cancellations within 5 days of departure, a credit will not be given on your credit card; instead, we will apply an ONBOARD CREDIT ONLY policy under which the refund (less any cancellation fee) will show up as a credit to the shipboard account of the person who was to take the shore excursion. If the credit is not fully utilized during the cruise, the balance will be credited back to your credit card by the ship's purser.

### Cancellation Fees

Rates and descriptions are current as of the printing date. Prices are subject to change without notice and descriptions may vary from the actual tour provided. If you cancel your tour reservation after the booking deadline stated in the Shore Excursion Booking Form on board, a 100% cancellation fee will apply since transportation and services will have already been arranged.

### Tour Times, Durations & Prices

The information in this brochure is designed to help you select the excursions most suited to your interests. The individual tour descriptions include approximate durations. To allow flexibility in customizing departure times to coordinate your time in port with the meals and activities on the ship, exact tour departure times are published in the Shore Excursion Planning Form on board. For more information, please visit the Reception Desk or attend the onboard Shore Excursion briefings.

PLEASE NOTE: Tour durations do not include tender time.

### Tour Headsets

On several tours, headset monitors will be issued at the beginning to enhance your Windstar tour experience. Each headset must be returned to the guide or escort at the end of the tour. There will be a \$50 charge for any headset that is lost or damaged

9. Please ensure that first and last names are as per passport at time of booking.
10. Cruises International must receive the balance of the cruise cost (after deducting the deposit paid) no less than 100 days prior to departure, unless you book within 100 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.
11. 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.
12. 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.

13. **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.**

**Credit card payment** will be done directly with the cruise line in US\$. We therefore do not accept any responsibility for fluctuations in the rand / dollar exchange.

**Electronic Funds Transfer** – payment into Cruises International’s locally held bank account (a copy must be sent to Cruises International in order 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.

- 14. 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.
- 15. While every effort is made to maintain the itinerary as confirmed, the cruise line/Cruises International 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.
- 16. 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)
- 17. 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 liner, being Windstar Cruises/Cruises International. Terms and conditions are set forth in your Guest Ticket/Contract. A copy of the terms and conditions is available on request.
- 18. Cruises International strongly recommends that all guests purchase the Travel & Cancellation Insurance to protect against covered unexpected events.
- 19. 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: \_\_\_\_\_