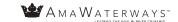


TERMS & CONDITIONS

€CEANIA CRUISES®









OCEANIA CRUISES / 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.

- 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 you are aware of and will comply with the terms and conditions. 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.
- 5. The transportation of guests and baggage on Oceania Cruises' vessels is provided solely by the Operator and is governed by the Terms and Conditions printed on the Guest Ticket/Contract. For complete information on Terms and Conditions, itineraries, liability of Oceania Cruises, and all sections mentioned below, please refer to the Guest Ticket/Contract. A copy of the Guest Ticket/Contract is available by contacting your Travel Agent or online at OceaniaCruises.com. Upon booking the cruise, all of the Terms and Conditions of the Guest Ticket/Contract shall be binding on the parties thereto.
- 6. **Fares** Fares are per person and are based on double occupancy. Fares do not include pre-paid charges, personal charges or optional facilities and service fees, as those terms are clearly defined in the Guest Ticket/Contract. Also not included are shore excursions, meals ashore, baggage handling, gratuities, beverages not part of the regular menu, laundry service and other onboard amenities and services, including spa treatments. Fares include cruise related government fees and taxes.

7. **DEPOSIT AND PAYMENTS**

- 20% of the applicable cruise fare for Owner's, Vista and Oceania Suites and \$500 per person for all other suite/stateroom categories.
- Grand Voyages the per person deposit is \$1,500
- Bookings made more than 120 days from sailing are required to deposit 20% of the applicable cruise fare for Owner's, Vista, and Oceania Suites and \$500 for all other suite/stateroom categories within 7 days of booking
- Bookings made between 90 and 120 days of sailing are required to deposit within 3 days of booking
- Bookings made within 90 days of sailing are required to deposit by the end of the booking day.
- Bookings not deposited as per this schedule will automatically be cancelled.
- The per person deposit required to secure the 180-Day Voyages is 20% of the applicable cruise fare for all suites and staterooms and must be received within 7 days of booking. Final payment due must be received no later than 181 days prior to cruise departure, together with passport details and any special onboard service requests; otherwise, booking may be subject to immediate cancellation and any applicable penalties.
- Full payment of the balance is required no later than 90 days prior to departure for sailings of less than 15 days, 150 days prior to departure for sailings for 15 days or more

181 days for the 180 day 'Around The World' cruise.

 We need at this stage your passport details and any special onboard service requests; otherwise, booking may be subject to immediate cancellation and any applicable penalties. • For your convenience, your Final Payment may be automatically charged to the credit card used to make the initial deposit. Oceania Cruises/Cruises International accepts no responsibility for credit card foreign currency/transaction processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of Oceania Cruises. Third party credit card charges can only be accepted when accompanied by valid authorisation to charge from the relevant card owner.

8. CHANGES TO RESERVATIONS

Changes to a reservation after deposit and prior to issuance of travel documents may result in assessment of administrative fees and service charges beyond the control of Oceania Cruises. Administrative fees and service charges will vary and are based on the type of change to your cruise departure, itinerary, hotel or land package or air supplement. Guests are responsible for any additional costs incurred as a result of these changes. If a guest wishes to change a booking from cruise only to include cruise and air travel arrangements after the full amount of the purchase price for the cruise only package is due and payable. Oceania Cruises will impose a change fee of \$150 per person. Bookings cannot be converted from cruise only to air/sea within thirty (30) days of sailing. Some changes, including name changes, may also be considered cancellations and applicable fees will be assessed. Any changes to a reservation that result in imposition of airline or other cancellation fees are the responsibility of the guest. No refund will be made for unused or partially used portions of the cruise, air or land programs, including shore excursions, except as specifically outlined in the Guest Ticket/Contract.

9. CANCELLATION AND REFUNDS POLICY

All cancellations must be in writing and received by Oceania Cruises no later than the day before cancellation penalties are to be assessed. Fare is defined as the full cost of any cruise or air component purchased from Oceania Cruises, excluding optional facilities and services fees. Please refer to the full Terms and Conditions of the Guest Ticket/Contract for fees relating to the cancellation of optional facilities and services. The following cancellation charges will be assessed for all written cancellations received up to the scheduled time of departure.

Cruises of less than 15 Days:				
DAYS PRIOR TO CRUISE SAIL DATE	CANCELLATION AMOUNT			
61-75 Days Prior	50% of Fare10% of cruise fare for categories OS/VS/OC			
31-60 Days Prior	75% of Fare			
0-30 Days Prior	100% of Fare			

Cruises 15 days or longer except 180-Day Voyages:					
DAYS PRIOR TO CRUISE SAIL DATE	CANCELLATION AMOUNT				
151-180 Days Prior	\$250 per person administrative fee + +				
121-150 Days Prior	25% of Fare				
91-120 Days Prior	50% of Fare				
61-90 Days Prior	75% of Fare				
0-60 Days Prior -	100% of Fare				

180-Day Voyages:				
DAYS PRIOR TO CRUISE SAIL DATE	CANCELLATION AMOUNT			
Deposit-181 Days Prior	\$500 per person			
151-180 Days Prior	25% of Fare			
121-150 Days Prior	50% of Fare			
91-120 Days Prior	75% of Fare			
0-90 Days Prior	100% of Fare			

For Owner's Vista and Oceania Suites

The cancellation amounts are as listed above with two exceptions: For cruises of less than 15 days, the administrative fee from 91 to 180 days prior to sailing is 10% of the Fare; and for cruises 15 days or longer, the administrative fee from 151 to 180 days prior to sailing is 10% of the Fare.

- 10. Single Supplements | There will be a charge for single occupancy of 200% of the double occupancy suite or stateroom fare.
- 11. **Third and Fourth Guests** | Third and fourth guests are charged 50% of the cruise fare paid by the first and second guests in their stateroom but may not be eligible for special offers.
- 12. **Children, Infants and Unaccompanied Minors I** Infants must be one year of age as of the first day of the cruise. Guests travelling with a young infant that does not meet the infant policy will be denied boarding. No refunds or other compensation shall be due from Oceania Cruises/Cruises International to anyone as a result of the denial of boarding to an underage infant or any accompanying guests. **Any guest under the age of 18 must be accompanied by and occupy the same stateroom as an adult 18 years or older.** Oceania Cruises/Cruises International does not provide for the care, entertainment or supervision of children.

- 13. **Guest Etiquette and Consideration** | Oceania Cruises, its Masters, General Managers, Chief Pursers or any other deputized figures of authority onboard the vessels reserve the right, at their sole discretion, to disembark any guest, in any port of call, for any reason, should they be considered a nuisance to or endanger the "quiet enjoyment" of guests onboard or if they are found to be a nuisance, threat or danger to guests, staff or otherwise hinder the safe and secure operation of the vessel or any associated land programmes. Any guest(s) disembarked from the vessels or associated land programmes are solely responsible for any costs incurred with repatriation. The full cruise fare will be considered earned and retained and no refunds or reimbursements given. Please refer to Guest Ticket/Contract for further detailed information.
- 14. **Pregnancy** | Oceania Cruises cannot accept Guests who will have entered their 24th week of pregnancy at the beginning of, or at any time during, the cruise.
- 15. **Optional Travel Insurance** | We strongly recommend that all guests purchase comprehensive travel insurance that includes Medical and Baggage Protection, as well as Trip Cancellation/Interruption Insurance to cover the full purchase price of the cruise, including air and/or land programme costs.
- 16. **Itinerary |** All itineraries, including points of embarkation and debarkation, are at the discretion of Oceania Cruises/Cruises International and may be modified up to and during the voyage. Oceania Cruises/Cruises International reserves the right to amend, cancel or make substitutions for any travel component without prior notice to the guest, including hotels, ports of call or other modes of transportation if, in its opinion, the situation requires a change or cancellation of arrangements. Oceania Cruises/Cruises International does not assume responsibility or liability for any loss, inconvenience, or expense incurred by guests as a result of any changes or cancellations as detailed in the Guest Ticket/ Contract. When practicable, Oceania Cruises/Cruises International will promptly notify guests or their Travel Agent of a cruise itinerary change.
- 17. **Responsibility** | Oceania Cruises/Cruises International accepts no liability or responsibility, whether occasioned by railroad, motor coach, private car, boat, aircraft or any other conveyance, for any injuries, damages, loss, accident, delay or irregularity which may be caused either by reason of defect, through the acts or defaults of any company or person or in carrying out the arrangements of the cruise or cruise tour as a result of any cause beyond the control of Oceania Cruises. Guests specifically release Oceania Cruises/Cruises International from any and all claims for loss or damage to baggage or property or from personal injuries or death, or from loss or delay arising out of the acts, omissions or negligence of any independent contractors, such as air carriers, hotels, shore excursion operators, restaurateurs, transportation providers, medical personnel or other providers of services or facilities. All arrangements made with independent contractors are made solely for the convenience of guests and are done at the guests' own risk. Onboard medical personnel are independent contractors. Oceania Cruises/Cruises International specifically disclaims all liabilities for damages for emotional distress, mental suffering or psychological injury of any kind. Tickets, vouchers and any other travel documents are subject to all terms and conditions of the respective suppliers, some of which may limit a supplier's liability. Please refer to the Guest Ticket/Contract for further detailed information.
- 18. Independent Travel Arrangements | Oceania Cruises/Cruises International does not provide air transportation for international guests. Flights can be purchased separately from your Travel Agent along with your cruise and any other land arrangements that you may require. Oceania Cruises/Cruises International has no responsibility regarding air or land travel arrangements that have been made by third-party agents, including non-refundable, restricted travel or frequent flyer tickets. This exclusion of liability includes consequences to independently arranged air or land travel that may result in last minute changes in the embarkation or debarkation ports, and delays in arrival at any airport or port location. Please refer to the Guest Ticket/Contract for full Terms and Conditions of these exclusions.
- 19. Baggage Policy | Luggage for Oceania Cruises' guests must be handled pursuant to regulations and tariffs of airlines, government security requirements and ground operators. Luggage exceeding these limitations will be subject to charges as set forth by the individual operators, including any excess baggage charges. Oceania Cruises/Cruises International reserves the right to refuse any items that may be considered dangerous (explosives, firearms, liquid oxygen, combustible or illegal items). Oceania Cruises/Cruises International reserves the right to search any baggage for security reasons. All hand-carried luggage and personal effects are always the responsibility of the guest. Oceania Cruises/Cruises International is not responsible for the loss of or damage to guests' luggage. Baggage insurance is recommended. Luggage and personal belongings will be taken off the ship upon guest debarkation. Under no circumstances will luggage be kept onboard without the owner of such luggage being on the vessel. Guests may bring a reasonable amount of luggage onboard an Oceania Cruises/Cruises International vessel. No baggage or items heavier than 70 lbs. will be loaded onto or off-loaded from our vessels. Please refer to your Guest Ticket/Contract for all applicable Terms and Conditions.
- 20. **Documentation and Visas |** Passport and Visa requirements, and regulations in regards to vaccination certificates and other health requirements vary by destination. It is the sole responsibility of each guest to obtain and have available the appropriate valid travel and health documents for their chosen itinerary. Any guest traveling without the proper documentation will not be allowed to board the vessel and no refund of cruise fare or any other travel components purchased from Oceania Cruises will be issued. Passports must be valid six months from the date of trip completion. Due to airline security measures, your passport name must match your airline ticket name or you may be denied boarding. Oceania Cruises accepts no responsibility for obtaining required visas nor for advising guests of visa or other immigration requirements beyond the guidelines indicated.
- 21. **Cruise Documents** | All final cruise documents and other arrangements made by Oceania Cruises/Cruises International on behalf of the guest(s) will be sent to the designated travel agency or directly to the guest approximately 21 days prior to sail date. A service fee may be charged for early issuance of documentation or for the expedited shipment of documents.
- 22. **Clothing** | Recommended onboard clothing is resort or country club casual. For evening dining, elegant casual resort wear is suggested. We request that casual jeans, shorts, t-shirts or tennis shoes not be worn at dinner.
- 23. **Boarding** | Guests are required to be onboard the vessel at least two hours prior to the scheduled departure time. Should the (in)actions of any guest(s) result in the vessel not sailing at its scheduled departure time, Oceania Cruises/Cruises International shall assess Late Departure Fees, beginning at US\$1,000 per guest, to said guest(s) directly responsible for any departure that is delayed more than 15 minutes beyond the scheduled and published departure time, to cover the costs levied against Oceania Cruises/Cruises International by port authorities, governmental and quasi-governmental agencies as agreed and liquidated damages.
- 24. **Smoking |** For the safety and security of all guests and staff on board, Designated Smoking Areas are available on the forward, starboard corner of the Pool Deck and in the aft, port corner of Horizons. These areas are comfortably furnished and conveniently located near food and beverage areas. Smoking is expressly forbidden in all staterooms and suites, on verandas, or in any areas of the ship other than officially Designated Smoking Areas. Smoking in a stateroom or suite or on a veranda represents a serious fire and safety hazard to all guests and staff. Guests choosing to disregard this policy will be disembarked at the next port of call and may also be subject to additional fees that will be imposed to cover the costs associated with any damage to and the required cleaning of furnishings, verandas and surrounding deck and accommodation areas. All areas other than those specified as Designated Smoking Areas will remain smoke-free. This includes all guest suites and staterooms, verandas, restaurants, public areas, the Casino and all other areas of the ship. Cigar and pipe smoking is only permitted on the forward, starboard corner of the Pool Deck. Guests are welcome to use Electronic Cigarettes except in dining venues which includes indoor and outdoor seating.

- 25 **Medical Services** | Each of our vessels is equipped with limited medical facilities and staffed by internationally accredited medical personnel. Customary Emergency Room fees and charges do apply for medical services and are dictated by the services performed by the ship's medical staff. Guests needing special services during the voyage, or needing to travel with medical apparatus, including wheelchairs, motorised scooters, oxygen therapy, etc., must advise Oceania Cruises/Cruises International in writing at time of deposit. Please note some ports of call may not be suitable for guests with limited mobility and in such cases, may preclude debarkation for any individual with limited mobility, with or without the aid of a wheelchair or motorised scooter. Oceania Cruises/Cruises International has the right to refuse or revoke passage to anyone who, in its judgement, is in a physical, mental or emotional condition unfit for travel or whose comfort onboard may be compromised due to situations beyond the care that can be provided by Oceania Cruises.
- 26. **Alcohol Policy** | The sale and consumption of alcoholic beverages will be limited to guests aged 21 years or older. Oceania Cruises/Cruises International will refuse and prohibits the sale or service of alcoholic beverages to guests under the age of 21 years. Guests are kindly reminded to consume alcohol in moderation. Oceania Cruises/Cruises International reserves the right to prohibit and retain all alcohol bought ashore for consumption onboard the vessel.
- 27. **Gratuities** | How much you choose to tip is a personal matter and completely at your discretion. For your convenience the following gratuities are automatically added to your shipboard account. For guests occupying staterooms, gratuities of US\$16 per guest, per day will be added. For guests occupying Penthouse, Oceania, Vista or Owner's Suites where Butler Service is provided, gratuities of US\$23 per guest, per day will be added. In addition, an 18% service gratuity is automatically added to all beverage purchases, spa services and dinner at La Reserve. Naturally, guests may adjust gratuities while onboard the vessel at their sole discretion.
- 28. Acts of Nature, Strike, or Other Conditions Beyond Control | Neither Oceania Cruises/Cruises International nor the owners or operators of the vessels identified in this brochure shall be liable for delay or inability to perform any condition in this brochure or any part thereof, caused by or arising out of strikes, lockout or labour difficulties or shortages, whether or not Oceania Cruises/Cruises International is a party thereto or to any other acts of nature, force majeure or other circumstances beyond the control of Oceania Cruises.
- 29. **For Profit Entity** Notwithstanding that Oceania Cruises, at the guest's option, arranges air transportation, hotel accommodations, ground transfers, shore excursions and other services with independent suppliers of the services, it should be understood that Oceania Cruises, being a for profit entity, earns a profit on the sale of optional services.
- 30. **Notice** | While Oceania Cruises/Cruises International makes every effort to adhere to the specifics shown in this brochure, circumstances may require otherwise. All information contained herein is subject to change without notice at Oceania Cruises' discretion. All schedules and fares listed in this brochure are subject to change without notice. Oceania Cruises/Cruises International is not responsible or liable for typographical errors, omissions or misprints.
- 31. ONLINE REGISTRATION AND CHECK-IN ARE NECESSARY

Please follow the online instructions at www.OceaniaCruises.com
DOCUMENTS WILL NOT BE RELEASED WITHOUT THE ONLINE CHECK-IN BEING COMPLETED

- 32. Kosher meals must be ordered at least 90 days in advance and subject to cruise liner confirmation
- 33. **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.
- 34. Credit Cards Accepted onboard, at the time of printing, all major cards except Diners Club Cards.
- 35. 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.
- 36 PAYMENT OPTIONS

Credit Card – charged directly to the respective cruise line in US\$

Please note: Due to POPIA Compliance Credit Card Payments can be made and process of payment must be requested through Cruises International.

We therefore do not accept any responsibility for fluctuations in the rand / dollar exchange rate (only applicable to straight payments). Should you prefer to process the payment locally in ZAR via EFT, please contact Cruises International for their rate of exchange on the day of payment. The local ROE is set daily using the current selling rate and includes a mark up to cover for bank charges.

Electronic Funds Transfer – payment into Cruises International's locally held bank account (a copy must be sent to Cruises International for the booking to be secured).

Telegraphic Transfer – payment into the respective cruise line's bank account (copy of the SWIFT required to secure the booking).

Refunds – credit card payment made in US\$ direct to the cruise line will be refunded at the ROE of the bank on the day of refund and will be to the credit card used for payment. If payment was made to Cruises International via EFT, the amount refunded will be the amount received in rands irrespective of rate of exchange fluctuation.

- 37. 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.
- 38. A 'Guarantee' (GTY) booking means you may book a stateroom of a guaranteed minimum category type on your chosen ship. The exact location of the stateroom on the ship will be allocated at the discretion of the cruise line and at any time up until checking in at the port. Once your GTY stateroom has been allocated to you, we are unable to accept any changes requested. You are 'guaranteed' the minimum category of stateroom we agree to offer at the time of booking. A benefit of a GTY stateroom is that you may receive an upgrade at no extra charge (this is at the discretion of the cruise line). Cabin allocation an 'Guarantee' (GTY) may include obstructed view.
- 39. To help conserve our environment, we will only provide cruise documents in electronic format.

- 40. While every effort is made to maintain the itinerary as confirmed, the cruise line does reserve the right to alter the itinerary. Every effort will be made to advise agents / guests in good time. While in these circumstances every assistance possible will be offered, all additional charges (such as additional accommodation, flight costs and / or similar) will be for the account of the client.
- 41. 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
- 42. 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.
- 43. Cruises International strongly recommends that all guests purchase the Travel & Cancellation Insurance to protect against covered unexpected events. Please note that you will not be covered under any circumstances if you decline this program.
- 44. Information contained above is accurate at the time of publication and subject to change without notice.

Kindly sign this confirmation that you agree to the set terms and conditions of this booking. Please Return a scanned copy to reservations@cruises.co.za.

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

Date signed:					
Name:				 	
Booking reference nur	mber:			 	
Signature:	C	R	U	S	