

# TERMS AND CONDITIONS (Including Passage Contract) RIGHTS RESERVED AND LIMITS OF RESPONSIBILITY

## IMPORTANT NOTICE – PLEASE READ

Silversea's liability is limited to the terms and conditions of the Passage Contract, (see details on page 119–120) a copy of which will also be included with your final travel documents. Please note that acceptance of the Passage Contract represents acceptance of the conditions herein. Any and all information contained herein is in effect at the time of printing and is subject to change at any time. Itinerary arrival and departure times are always subject to change without notice.

Silversea reserves the right to alter the ship's advertised route, to delay any sailing, substitute another vessel for the scheduled ship, or substitute or cancel scheduled ports of call as necessary. Additionally, Silversea reserves the right to cancel reservations and bookings in the event of a full-ship charter or for any other reason, whether or not a deposit has been received. In such event, Silversea's only liability will be to refund to the guest the amount it has received.

Silversea makes arrangements for transportation, other than ocean passage, only as a booking agent. Silversea's responsibility does not extend beyond the vessel. In arranging for the transportation of guests to and from the ship, Silversea does so with independent contractors. Silversea is not responsible for incidents such as airline cancellations, re-routings or any disruption of scheduled services or accommodation, or lost luggage.

All schedules, fares, and terms and conditions listed in this brochure are effective as of May 2008 and supersede any schedules, prices, and terms and conditions previously published. The Terms & Conditions contained in the Passage Contract also apply. Please read your Passage Contract carefully.

## CRUISE-ONLY FARE

Your cruise-only fare covers most shipboard services including: suite accommodation, all onboard meals and entertainment, all gratuities aboard ship, complimentary beverages aboard ship (including select wines, champagnes and spirits) and a special shore event on select sailings. All fares are quoted in Pounds Sterling, are per guest based on double occupancy and include port charges and handling fees.

Not included in your cruise-only fare are: airfare, pre- or post-cruise hotel accommodation unless otherwise specified, transfers and luggage handling, optional shore excursions, meals ashore unless noted, accommodation while ashore, fuel or security surcharges, casino gaming, laundry or valet services, purchases from the ship boutiques, cigarettes and cigars, childcare services aboard ship or any item or service of a personal nature such as massages, spa treatments, private fitness instruction, hair styling and manicures. Some champagne, premium wine and spirit selections and caviar are not included in your fare.

All fares indicated in this brochure, including land, air and hotel, are subject to change without notice. Special programmes on designated sailings are all subject to change and/or cancellation without notice.

Under normal conditions the cruise-only fare is guaranteed at the time of booking. However, the fare that you pay is determined far in advance of initial departure on the basis of then-existing projections of fuel and other costs. In the event of any significant change in such costs beyond our control, including but not limited to increases in the price of fuel, currency fluctuations affecting our costs, increases in government taxes or levies, or increased security costs, Silversea reserves the right to surcharge passengers to cover such unexpected costs. Silversea has the right to refuse to transport passengers unless the additional surcharge is paid in advance of initial departure.

## SILVERSEA AIR PROGRAMME

Disclaimers for information listed on page 100.

\*Air booked inside 30 days of the cruise departure date must be requested directly through Silversea's Air Department. Air add-ons are available from other select UK gateways upon request for an additional fee.

\*\*Silversea Cruises will provide Business Class air schedules 72 hours (three -3- business days) from the date the Silversea Air Programme is added to cruise booking and Economy Class air schedules 72 hours after cruise deposit has been received, each class of service is subject to availability. Silversea is not responsible for delays in this process due to circumstances beyond our control, including but not limited to airline limitations and restrictions. Guests booking a Silversea voyage 300+ days prior to departure may incur an additional wait time since airline schedules are not always available.

\*\*\*At all times, guests requesting a voluntary change of their flight schedule are responsible for paying any increase in air costs and/or additional penalties/fees at time of confirmation. In addition to airline costs/penalties/fees, guests requesting voluntary air deviations within 60 days of cruise departure will also incur an administrative fee of £50 per person for confirmed changes.

\*\*\*\*Silversea's re-accommodation procedures will apply to those full-fare full-cruise guests who have purchased the Silversea Air Programme in conjunction with his/her cruise if the air schedule has been involuntarily modified by the airline resulting in a delayed flight arrival that no longer allows the guest to join the vessel on the scheduled date of embarkation. To be eligible for re-accommodation, all guests' cruise bookings must be paid in full and applicable airline tickets must have been issued. Flight schedules booked by Silversea and affected by an involuntary change will be protected in the same class of service or lower between the same gateway and port (or similar) and Silversea will absorb the air penalties and/or airline fees incurred due to the revised air schedule. The airline(s) for which guests are re-accommodated will be determined solely at the discretion of Silversea Cruises and guests requesting a specific airline(s) may incur additional charges to be determined at the time of booking. Should a Silversea Air Programme guest's voyage be involuntarily cancelled by Silversea, the full amount of the originally purchased Silversea Air Programme fare will be refunded or credited towards the purchase of the Silversea Air Programme for a future Silversea voyage. Airline penalties/fees and administration fees incurred prior to the involuntary change are non-refundable. In those rare instances where Silversea Cruises is unable to re-accommodate involuntary changes for any reason, Silversea's sole liability will be limited to refunding the airfare amount paid and additional compensation will be remunerated. Should a guest's flight be delayed or cancelled by the airline, Silversea is not held responsible for reimbursing guests for (1) unused hotel nights, regardless if the hotel stay was booked independently or through Silversea Cruises and (2) out-of-pocket expenses including but not limited to transfers, hotel stays, meals, baggage handling, etc. Guests are strongly advised to purchase travel insurance.

## SILVERSEA AIR PROGRAMME

Full Terms and Conditions:

The Silversea Air Programme includes roundtrip Economy Class Airfare from London and transfers between airport/ship on day of embark/disembark with the exception of when the voyage embarks and/or debarks in London and/or where deviations are confirmed. Air add-ons are available from other select UK gateways upon request, for an additional fee. On select voyages, additional items may be included. Refer to details of the specific cruise within this Voyage Atlas for information regarding inclusions. It is important to note that if a specific voyage does not include a hotel stay, but an overnight is required due to the air schedule and/or limited availability, the guest is solely responsible for any/all additional costs associated with hotel fees, taxes, transfers, portage, etc. Guests opting to purchase independent hotel arrangements will forfeit their Silversea Air Programme transfer on day of embark and/or disembark and will be required to confirm their own transfer arrangements between their hotel and the airport and/or pier.

Silversea's ability to offer air service from specific gateway cities is limited to airline scheduling and the availability of negotiated airfares. Airfares negotiated by Silversea limit your ability to exchange, endorse or make changes to air tickets. In providing air arrangements, Silversea acts only as an agent on the guests behalf and does not operate, control or supervise any airline(s) and will not be held responsible for carriers failing to meet schedules whether or not air schedules/tickets were issued by Silversea Cruises.

Guests purchasing the Silversea Air Programme in conjunction with a European voyage (including trans-Atlantic crossings) are required to provide a completed BOOKING FORM and GUEST INFORMATION FORM, as well as PAY IN FULL the applicable Silversea Air Programme fare at the time of cruise deposit (within seven days of booking or less) and prior to issuance of airline tickets. Travel agent and guest(s) are solely responsible for verifying each invoice and/or e-mail for accuracy of guest names, applicable flight schedule, class of service, airfare charged and any other information that may affect guest's airline reservation. Airline tickets are non-refundable once issued, therefore discrepancies brought to Silversea's attention after ticket issuance will result in full forfeiture of the original airfare paid and guest(s) will be required to pay additional fees prior to Silversea providing replacement tickets. Issuing replacement tickets may result in forfeiture of confirmed airline/schedule and/or pre-assigned seats. Silversea is not held responsible for fees and/or any other changes associated with issuing replacement tickets.

Due to airline restrictions, Silversea regrets that we may not always have the ability to pre-reserve seats. For example, British Airways has implemented new guidelines allowing guests to request seat assignments 24 hours in advance of their scheduled flight departure by checking-in online at [www.ba.com](http://www.ba.com). When the airline(s) allow advance seat assignments, Silversea will send a generic request to the airline(s). This is strictly a courtesy and Silversea is not held responsible for changes or cancellation of pre-assigned seats prior to flight departure, for any reason. Guests are highly recommended to access their reservations online to confirm/change seat assignments, add frequent flyer numbers and other special items, and to check-in

for his/her flight within 24-hours of scheduled flight departure. Should you have any dietary restrictions or require a special meal, please be sure to advise the airline(s) directly. Guests are fully responsible for any/all service fees imposed by the airlines when contacting them directly for special requests. Silversea reserves the right to implement additional charges/fees at any time. All fees for special request services, regardless if charged by the airline and/or Silversea are non-refundable. It is important to note that some airlines restrict the accumulation or use of frequent flyer miles in conjunction with fares used by cruise lines.

Silversea requires the full name of the guest as it appears on his/her passport. Name changes are not allowed after initial confirmation of air schedule. Name changes will result in forfeiture of confirmed schedule, issued airline tickets and pre-assigned seats. All fees associated with changing a name on an airline reservation/ticket are the sole responsibility of the guest. In addition, Silversea is required to provide the following information to the airlines: passport number and expiration date, gender, date of birth, nationality, residential address, destination address, e-mail address, and mobile number. This information must be submitted with the Booking Form and Guest Information Form. Airline tickets and cruise documents will not be issued/released until all information is provided to Silversea. Failure to provide this information as instructed by Silversea may result in re-issuance of airline tickets and/or re-booking of airline schedule due to failure to comply with airline imposed ticketing deadlines. Re-ticketing and/or re-booking of an airline reservation may result in additional airline fees/penalties and cancellation of pre-assigned seats/special requests. Guests are solely responsible for paying all fees/penalties associated with ticket replacement/re-issuance.

Silversea, at all times, reserves the right to select the air carrier, routing and layover city if necessary. Silversea will do all possible to select and confirm air carriers and routings on the most direct flights available at the Silversea Air Programme fare at the time of ticketing and reserves the right to substitute charter flights for scheduled service, at any time, or vice versa. The Silversea Air Programme fares are subject to change without notice, limited to certain classes of service as specified by each airline partner contract, and subject to availability. The Silversea Air Programme fares may not always be available during holiday periods and additional surcharge may apply and will be determined at the time of booking. Silversea reserves the right to change inclusive items as needed including hotel property, private vs. group transfer, etc.

\*HOTEL and DAYROOM ACCOMMODATIONS: Hotel and/or dayrooms are individual accommodations provided on a per booking/couple basis, included for specific voyages only and provided at Silversea's discretion. A full 24-hour stay, early check-in and/or late check-out is not provided, unless otherwise specified and if requested, an additional fee will be charged to the guest at the time of confirmation.

HOSPITALITY SUITE: From time-to-time, and when warranted, Silversea will provide a group hospitality suite for embarking guests with early flight arrivals or debarking guests with late flight departures. A group hospitality suite is defined as a conference or banquet room where Silversea Air Programme guests can relax and enjoy refreshments prior to transferring to the pier (embark) or airport (debark). Silversea reserves the right to determine if/when a hospitality suite will be available to guests and information will be provided in guest's final documentation if applicable.

Guests purchasing the Silversea Air Programme may be entitled to receive a saving off of their Silversea Hotel Package (minimum two nights), depending on the Air Programme inclusions already provided. Savings are not available on all voyages and are subject to change without notice. Contact your Travel Agent or Silversea for additional information.

From time to time, Silversea will contract for charter air service via our local ground operator or with the airline(s) directly. If requested via the local ground operator, it is done so on Silversea's behalf. However, the ground operator is responsible for all aspects of the reservation process including flight confirmation, ticket purchase, and advance seat assignments. Charter service booked via the ground operator is always in economy class, unless otherwise specified. Upgrades may be requested for an additional charge, but are not guaranteed as the airline may not always offer a multiple class of service aircraft or the upgrade class of service is not available and waitlists for upgrades will not be accepted. Full flight details may not be available in advance of final documentation.

At time of printing, Silversea plans to contract charter air service between Buenos Aires, Argentina (Santiago, Chile on select voyages) and Ushuaia for all guests sailing onboard the *Prince Albert II* and embarking and/or debarking in Ushuaia. Transfers in Ushuaia between the airport/pier are also included. Purchase of charter flight is required regardless if guest(s) utilise the service. Charter flight is all-economy class and specifics (operating times, etc.) will be confirmed at time of final documentation to guests. Advance seat assignments for charter flights are pre-assigned by the cruise line or ground operator

prior to flight departure and many times, due to capacity/system constraints, changes cannot be accommodated at the airport. Luggage restrictions will apply.

Due to airlines and airports changing their policies frequently, it is highly recommended that all guests contact the airline(s) directly at least 72 hours in advance to reconfirm flight number(s) and schedule, baggage allowance/fees and excess baggage fees, and airport security policies. It is important for guests to verify the luggage allowance on all flights as it is highly likely that the restrictions vary depending on the aircraft, point of origin and/or destination. It is recommended that guests adhere to the most restrictive policy to avoid paying additional fees. All fees imposed by the airlines including baggage fees, excess and otherwise, are the sole responsibility of each guest and are non-refundable once paid. Silversea is not responsible for reimbursing guests for airline fees and/or personal items confiscated due to enhanced airport security measures. Silversea is unable to make changes to air flights once travel has begun. Electronic airline tickets (e-tickets) are issued by Silversea at all times, unless prohibited by the airline. Requests for paper tickets, when an electronic ticket is available, will not be honored. Unfortunately, Silversea is unable to make exceptions to this rule.

Guests opting to deviate from their original airline schedule as confirmed by Silversea are required to send their detailed request to the Silversea Concierge Desk at SilverSKYUK@Silversea.com. The Silversea Concierge Desk will respond within 3 business days. Guests are solely responsible for paying additional airline penalties/fees associated with confirmed deviations. Guests requesting flight changes within 60 days of cruise departure will incur an administrative fee of £50 per guest plus any/all airline/supplier penalties/fees. Guests adding the Silversea Air Programme to their cruise booking within 30 days of departure are required to send their request via e-mail to the Silversea Concierge Desk. Due to limited airline availability, the Silversea Air Programme's published fares may not be available within 30 days of departure and additional costs and/or fees may apply. Final payment is due prior to ticket issuance and release of documents. Guests deviating from their original air itinerary will forfeit any/all pre or post cruise arrangements included in the Silversea Air Programme fare. Silversea reserves the right to modify the Silversea Concierge Desk procedures and fees at any time without notice.

Deviations are not always allowed on flights booked in conjunction with a European voyage or a trans-Atlantic crossing and/or any other voyage that Silversea may designate. The airfares associated with these types of voyages are highly restricted. Guests opting to deviate their economy class air schedule for any reason after payment of the Silversea Air Programme airfare has been received are responsible for paying a minimum £50 per person administrative fee plus all supplier fees/penalties. Penalties/fees will range between a minimum of £30 up to the full airfare determined at the time the deviation is confirmed. Business Class fares within Europe are highly restricted and changes are NOT allowed at any time without forfeiting the full value of the ticket. Guests opting to cancel their air schedule in any class of service for any reason after payment for the Silversea Air Programme has been received will forfeit 100% of the airfare paid. Due to the stringent policies required by the airlines, Silversea is unable to make any exceptions to the above mentioned deviation policy. Silversea is not held responsible for the failure of the travel agent and/or guest to provide information in a timely manner to avoid changes/cancellations and penalties. Additional penalties/fees incurred, for any reason, are the sole responsibility of the guest and/or booking agent, unless otherwise determined by Silversea.

Silversea may offer specially-priced Silversea Air Programme fares in Business Class from time-to-time on select itineraries applicable only to full fare/full cruise guests, subject to availability, capacity controlled and limited to specific gateways and/or airlines. Upgrades are guaranteed on the international/transoceanic portion of the air itinerary. Domestic/internal flights and/or onward connecting flights may be in Economy class. However, guests may request for these flights to be upgraded for an additional charge to be determined at the time of booking. Specially-priced Silversea Air Programme fares in Business Class are available for the first and second guest booked in a suite regardless of category, number of bedrooms, and number of allowed occupants. Contact your travel agent for current promotions and full terms and conditions.

Guests purchasing the Silversea Air Programme fare in Economy Class and sailing 50 or more consecutive days are entitled to a complimentary upgrade to Business Class. Complimentary Business Class upgrades are limited to select carriers and apply to the international/transoceanic flights only.

Silversea Air Programme fares, including promotional upgrade rates, are subject to change at any time without notice and are not guaranteed until guest's invoice displays the appropriate rate per guest and the airline reservation has been confirmed in the appropriate class of service. Silversea will issue airline tickets per the invoiced class of service and the Silversea Air Programme fare paid in conjunction with guest's cruise booking. Guests and/or their travel agents are fully responsible for reviewing the applicable Silversea invoice in detail to ensure accuracy of all items including the Silversea Air Programme class of service and fare. Discrepancies must be brought to Silversea's attention

immediately and prior to ticket issuance. Failure of the guest and/or travel agent to correct invoice errors prior to ticket issuance may result in full forfeiture of the original Silversea Air Programme fare paid and guest will be required to pay an additional amount to have his/her airline tickets corrected/reissued.

#### SINGLE & THIRD GUESTS

A limited number of suites are available for purchase on a single- or third-guest occupancy basis. The supplement for single occupancy in a Vista, Veranda, Terrace or Midship Veranda Suite ranges from 25% – 100% of the double occupancy fare, depending upon the sailing selected. Single supplement for a Silver or Medallion Suite (*Silver Shadow* and *Silver Whisper*) ranges from 75% – 100% of the double occupancy fare while Owner's, Grand or Royal is 100% of the double occupancy fare. Suites for single and third guests are capacity controlled. Fares are subject to change without notice based on availability. To calculate the singles fare, multiply the cruise-only fare by the single supplement percentage.

#### SAVINGS & INCENTIVE PROGRAMMES

**Early Booking Incentive (EBI):** The EBI savings percentage ranges from 10% – 30%. EBI percentage savings are capacity controlled, subject to availability and may change at any time without notice. Savings could decrease or be closed for specific suite categories or entire voyages. Contact your travel agent to determine the EBI savings available at the time of booking your voyage(s).

**Advance Payment Bonus (APB):** Save an additional 5%, combinable with EBI, when you make your final payment six months prior to your sailing date.

**Venetian Society (VS) Savings:** On select voyages, past guests of Silversea save an additional percentage as indicated by voyage. This saving may be combined with the EBI savings in effect at the time of booking as well as the 5% APB savings if paid in full six months prior to your sailing date.

These savings and incentive programmes represent savings from the published fare and may not be combined with certain other promotional offers or cruise credits.

EBI, APB, VS or any other published savings programmes do not apply to Air Programme fares, hotel programmes, land programmes, or port charges and handling fees.

#### CRUISE SEGMENTS

A limited number of suites are available on published segmented voyages. Segments are capacity controlled.

#### EXTENDED VOYAGES

Additional savings of 5% – 10% per voyage can be made by combining two or more consecutive voyages. Savings vary by voyage and are subject to change without notice. Please contact your travel agent. Savings are applicable to full published voyages, but not to segments of the same voyage. Savings are in addition to EBI, APB and Venetian Society Savings, if applicable, but may not be combined with other promotional offers. A complimentary Business Class air upgrade is provided to guests who purchase the Air Programme and sail 50 consecutive days or more. Upgrade is limited to select carriers and applies to international/ transoceanic flights only. Other restrictions apply.

#### EARLY EMBARKATION / LATE DISEMBARKATION

Guests participating in the Early Embarkation programme must pre-register a minimum of seven days prior to departure and provide Silversea with their anticipated arrival time at the ship. Early Embarkation will not be permitted until terminal is clear of disembarking guests and embarkation prior to 10:30am is not available. Every effort will be made to have the guest's assigned suite available. The Restaurant will be open for lunch on embarkation day. Early Embarkation is only available in standard embarkation ports and may not be available on every voyage. Guests taking advantage of Early Embarkation may not be able to embark with their luggage, which may need to be stored in a secure shoreside facility. Charges may apply (varies by port). Guests will be contacted if Early Embarkation is not available for their particular cruise.

All arrangements for Late Disembarkation must be made through the Concierge aboard ship and must be arranged at least 24 hours prior to disembarkation. All guests and their luggage must clear Customs upon the ship's arrival in port on disembarkation day. Guests participating in our Late Disembarkation programme will be allowed back on board without luggage. All luggage will be stored in a secure shoreside facility. Charges may apply (varies by port). Guests participating in our Late Disembarkation programme will be allowed to remain on board until 5:00pm (subject to ship's sailing time). Late Disembarkation after 5:00pm is not available. The Restaurant will be open for lunch on disembarkation day. Due to Customs regulations, Late Disembarkation is not available in any U.S. port and may not be available in other ports outside of the U.S.

Silversea is not responsible for luggage stored in this shoreside facility.

#### UNSCHEDULED EMBARK/DISEMBARK

International Cabotage laws may prohibit guests from embarking or disembarking their voyage in any port except the main scheduled embarkation and disembarkation ports. If you choose

to embark/disembark your voyage at any unscheduled embark/disembark port, you may incur additional charges intended to cover any fine or penalty levied against Silversea and any other additional costs.

#### PAYMENT SCHEDULE

To reserve your Silversea cruise, a 10% deposit of the total cruise fare is required within seven days of booking. Full payment is due no later than 90 days prior to departure. All reservations are subject to cancellation if payments are not received by the due date and are guaranteed only when paid in full 90 days prior to sailing. Payments may be made by cheque, bank transfer or credit card.

#### PREGNANCY

At the time of booking, expectant mothers are required to supply a medical certificate establishing their fitness for travel at the time they are due to travel. Silversea is unable to accommodate women beyond their sixth month of pregnancy and will not be responsible or liable for any complication relative to any pregnancy during the entire duration of the cruise. Additionally, airlines may have restrictions on travel that may be different from Silversea's. Please contact your travel agent.

#### HOTEL & LAND PROGRAMMES

Hotel and Land Programmes include accommodation at a deluxe hotel unless otherwise noted. All fares listed are per guest, based on double occupancy. Single accommodation is available for an additional charge. Silversea reserves the right to substitute hotel selection and provide transfers and portage as applicable. All Land Programmes require a minimum number of participants in order to operate as described. If this minimum number is not obtained, Silversea reserves the right to offer the programme at a different rate based on private arrangements, or to cancel the specific departure. Silversea's published cruise cancellation policy will remain in effect. All hotel and land fares are subject to change and not guaranteed until booking is made.

Guests may purchase a pre- or post-cruise hotel programme which includes deluxe hotel accommodation with full breakfast, transfers between the airport, hotel and pier, local taxes, service charges and portage. Silversea reserves the right to substitute hotel selection and provides transfers and portage as applicable. No refund will be made by Silversea on unused package components. All prices are per guest, quoted in Pounds Sterling and based on double occupancy. Fares are not guaranteed until time of booking.

#### LUGGAGE

You may bring aboard the ship a reasonable amount of clothing and personal effects without charge. Luggage for Silversea guests, or guests on land programmes, must be handled in accordance with regulations and tariffs of airlines and/or ground operators. Luggage exceeding these limitations is subject to the charges as set forth by the individual operators. Airlines are strict with luggage limitations. A maximum 32 kg limit per piece is enforced for all air passengers departing the UK. Guests are encouraged to contact individual air carriers for weight limitations. Guests are encouraged to pack a smaller bag for all land programmes to avoid extra luggage charges. All luggage must be securely packed and properly and clearly labelled. Liquid, fragile, perishable and other articles not suitably packed are transported at your own risk.

Silversea is not responsible for loss or damage to luggage or any other personal item during air travel, hotel programmes and land programmes or shore excursions.

Luggage and personal belongings will be taken off the ship upon guest disembarkation. Under no circumstances will luggage be stored on board without the owner of such luggage being on the vessel. Silversea is not responsible for luggage stored in shoreside facilities.

Under no circumstances may dangerous items (i.e., including but not limited to explosives, firearms, combustible or illegal substances) be taken aboard the ship. We recommend that you hand carry travel documents (passport, visa, cruise tickets), medications and valuables. These items are the full responsibility of the guest at all times. Silversea shall not be responsible for the loss of, or damage to, such personal items.

#### SHORE EXCURSIONS, LAND TOURS, LECTURES & PERSONALITIES

Shore excursions at most ports-of-call will be available to reserve 60-days in advance of voyage departure by visiting the My Voyage section at [www.silversea.com](http://www.silversea.com) as well as offered for purchase on board, subject to availability. All shore excursions and land tours are operated by independent contractors and Silversea acts only as an agent in booking them and shall not be responsible for any loss, injury or death arising out of any service provided. These independent contractors may impose additional limitations of liability. Other independent contractors retained by Silversea, including but not limited to lecturers, guest personalities, bridge instructors, hosted cruises and entertainers are subject to change and/or cancellation without notice. Some optional pre- and/or post-cruise land tours, shore excursions or special events are subject to cancellation if a minimum number of participants is not achieved.

Silversea shall not be liable for any loss or damage, including but not limited to, loss of enjoyment, disappointment or distress for

changes to, or cancellation of any complimentary Silversea Experience®

## TRAVEL DOCUMENTS

All travel documents (air and cruise tickets, passport, medical card, inoculation verification) are your responsibility. It is also your responsibility to obtain any necessary visas and public health documents for all applicable ports and to comply with all customs requirements. Without the required documents, you may be denied boarding, and Silversea will not be liable for such denial or bear any financial responsibility.

Security measures imposed by governments may change from time to time and you will be required to comply with them. We will endeavour to provide you with notice of measures which may affect you, but complying with any such requirements is your responsibility. Please consult your travel agent for advice on such requirements to avoid loss of boarding privileges.

## CRUISE CREDITS

Silversea Cruise Credits have no cash value, are non-transferable, and may only be used in conjunction with the purchase of a Silversea cruise prior to expiration date. These credits are valid toward the published cruise-only brochure fares and are applied to bookings prior to any savings programmes, such as the Advance Payment Bonus or Early Booking Incentive, and any applicable Venetian Society savings. Certain restrictions may apply.

## PORT CHARGES & HANDLING FEES

Port charges and handling fees are included in the cruise-only fare and are non-commissionable. These charges include taxes, charges, costs and fees incidental to vessels' and passengers' entering, leaving, docking, anchoring and/or remaining in any port or location, including the ports of embarkation and disembarkation. Port charges and handling fees include, but are not limited to, charges levied by governmental, quasi-governmental or port authorities. The port charges and handling fees itemised in Silversea brochures and materials are best estimates based on information available at the time of publication and are subject to change without notice. Please note that passengers joining or leaving the cruise in any port other than the scheduled embarkation and/or disembarkation port may be subject to additional port charges, handling and other fees, charges and costs.

Savings and Incentive Programmes do not apply to port charges and handling fees.

## TRAVEL INSURANCE

Travel Insurance must be taken out at the time of booking and details of the Insurance stated on the Booking Form. This must include cover for cancellation or curtailment of the holiday by yourself as well as the cost of repatriation in the event of accident or illness. It is your responsibility to arrange suitable insurance cover for your holiday. If you require further information, we recommend that you speak to an independent insurance broker or expert. If any insurance policy is returned during a "cooling-off" period, then equivalent insurance must be taken out and paid for immediately and details immediately provided to Silversea.

## GENERAL EXCLUSIONS

Silversea will not pay you for claims arising out of loss or damage directly or indirectly occasioned by circumstances where performance and/or prompt performance of the Holiday Contract is prevented by reason of war, or threat of war, riot, civil strife, industrial dispute whether by Silversea's employees or others, terrorist activity or the threat of terrorist activity, failure of supplies of power, health risks or epidemics natural or nuclear disaster, fire or adverse weather conditions or adverse sea states, your suicide or attempted suicide or your deliberate exposure to unnecessary danger (except in an attempt to save human life), or the consequences of participating in an unusual and dangerous activity and all similar circumstances outside Silversea's control.

## PASSAGE CONTRACT TERMS & CONDITIONS

### 1. The Contract

1.1 Upon acceptance by Silversea of a reservation for a Silversea Holiday, a contract is made ('the Holiday Contract') incorporating these Terms and Conditions between the guest or guests in respect of whom the reservation is made ('the Guest') and Silversea (UK) Ltd ('Silversea') of 77/79 Great Eastern Street, London EC2A 3HU, Telephone: 0844 770 9030, Facsimile: 0844 770 9040. Silversea acts as agent for Silversea Ltd for the cruise element of the Holiday, and as principal for all other arrangements which form part of the Holiday booked.

1.2 Silversea Ltd and any other party who arranges part of the Holiday, and their respective employees, agents and subcontractors, as well as all employees, agents and subcontractors of Silversea shall have the benefit of all rights, limitations and exemptions available to Silversea.

### 2. Reservation

2.1 Reservation of a Silversea Holiday may be made through the Guest's Travel Agent or with Silversea.

2.2 On receipt and acceptance by Silversea of a deposit of

10% (or such other proportion as may be agreed by Silversea) of the total Holiday price per person together with evidence of insurance cover, and the completed signed Booking Form, Silversea will, subject to availability, issue confirmation of secure reservation and issue an invoice for the fare. It is the responsibility of the guest to ensure that all confirmation details are correct and advise Silversea of any necessary amendments at the earliest possible opportunity.

2.3 The balance of the fare must be paid to Silversea not later than 90 days before departure, or immediately upon receipt of invoice if received less than 90 days before departure, failing which Silversea reserves the right to resell the Holiday and forfeit the deposit.

2.4 Guests must provide full and correctly spelt names which accord with passport details at the time of reservation. Guest names cannot be changed after reservation unless a written request is made to Silversea. Silversea will accept a request for changes of name or other detail of reservation made no later than 60 days before departure. Silversea will also try to accept a request made more than 21 days before departure. Such changes will not be possible if a request is made less than 21 days before departure. Fees may apply.

2.5 Fares quoted in this brochure include all government taxes which do not have to be paid locally. Those which have to be paid by the Guest locally are extra and for the Guest's account.

2.6 Any and all payments for any Silversea Holiday must be paid to and received by Silversea on or before the due date. If payment is not received by Silversea in time, then Silversea reserve the right to refuse to accept the payment and any associated reservation.

This means that if a holiday is offered at a particular price provided that payment is made before a certain date, then Silversea may refuse to accept the booking if payment is not received by Silversea, even though payment may have been made by the relevant date to a Travel Agent or other third party.

### 3. Tickets

3.1 All tickets issued in respect of the Holiday are non-transferable. Silversea shall not be liable to make any refund for any lost or unused or partly unused ticket.

### 4. Shore Excursions, Land Tours, Lectures & Personalities

4.1 Land programmes and shore excursions included within the Holiday may be subject to minimum or maximum numbers of participants. Programmes and excursions may also vary from those advertised in advance. Land programmes and shore excursions are therefore subject to availability. Silversea has no liability for any land based arrangements which do not form part of the Holiday booked with Silversea.

4.2 Silversea shall not be liable for any loss or damage, including but not limited to, loss of enjoyment, disappointment or distress for changes to, or cancellation of any complimentary Silversea Experience®

### 5. Cancellation by the Guest

Should it be necessary to cancel your reservation, please have your travel agent contact Silversea's Reservations Department by telephone as soon as possible and subsequently submit your cancellation in writing. Cruise and air tickets must be returned to Silversea before a refund can be processed. If your cancellation request is received more than 120 days prior to your initial sailing date, a full refund of the amount already paid to Silversea will be made. Cancellation requests received within 120 days of the initial sailing date will be subject to the following charges, regardless of suite resale:

120 – 91 days prior to your initial sailing date:  
£130 per person

90 – 61 days prior to your initial sailing date:  
10% of the total fare;

60 – 31 days prior to your initial sailing date:  
20% of the total fare;

30 – 15 days prior to your initial sailing date:  
50% of the total fare;

14 – 0 days prior to your initial sailing date, or non-appearance at the time of sailing: 100% of the total fare.

Silversea's cancellation penalties are strictly enforced.

Note: Terms and conditions for Grand Pacific Voyage 2009 and its segments may vary. Please refer to Silversea.com or contact Silversea for further details.

No refund or adjustment will be made in the event of interruption or cancellation of the cruise holiday after the commencement of same. Guests changing or cancelling Hotel or Silver Sights Programmes within 60 days of departure will be charged according to the following scale:

60 – 46 days prior to sailing: £50 per person

45 – 31 days prior to sailing: 50% of fare paid per person

30 – 0 days or prior to sailing: 100% of fare paid per person

Land Programmes changed or cancelled 90 days or less prior to departure will be charged 100% of fare paid per person.

Silversea Air Programme add-ons to and/or from a European port are 100% non-refundable once tickets are issued. All other programmes are 100% non-refundable within 60-days of cruise departure, unless specified otherwise. Guests opting to make changes to the Silversea Air Programme will incur the applicable penalties charged by the airlines plus an administrative fee of £50 per person, per confirmed change. Administrative fee applies to all changes made within 60-days of scheduled departure.

## 6. Alteration by Silversea

6.1 Arrangements for the Holiday are planned many months in advance and very occasionally alterations may become necessary.

6.2 Alterations before departure – Where it is necessary to alter significantly an essential part of the Holiday before departure Silversea will notify the Guest or the Travel Agent as quickly as possible. The Guest may:

- accept the change and its impact (if any) on the price, or
- book another Holiday with Silversea from its current brochure, subject to availability and payment or refund in respect of difference in fare, or
- cancel and receive a full refund of the price.

The Guest must inform Silversea in writing of such a choice within 7 days of notification.

6.3 Alteration after departure – Where after departure a significant proportion of the Holiday is not provided or Silversea becomes aware that it will be unable to provide a significant proportion of the Holiday, then Silversea will, at no extra cost to the Guest, either

- make suitable alternative arrangements for the continuation of the Holiday, or
- provide the Guest with transport to the scheduled destination.

Where appropriate in either case Silversea shall pay compensation to the Guest of an amount relating to the fare, pro-rata, for the part of the Holiday lost and not made up for by alternative arrangements except that no compensation shall be payable where the alteration is caused by unusual and unforeseeable circumstances.

6.4 During the cruise Silversea cannot guarantee to call at every scheduled port or to maintain every aspect of the itinerary and reserves to itself and to the Master the absolute right to deviate or omit any port or change any times of the itinerary, to transfer the Guest and luggage to any other vessels or means of transportation, to assist other vessels, or otherwise manage the vessel, without any compensation being payable to the Guest provided such action is reasonable or done in the interests of safety, or comfort of Guests. Any such deviation or change shall not represent a significant alteration to the Holiday.

6.5 Silversea is entitled to provide an alternative suite on board the cruise ship of the same or a higher grade than that originally booked.

## 7. Cancellation by Silversea

7.1 Silversea may cancel the Holiday prior to departure as a result of unforeseeable, unavoidable or unusual circumstances beyond the control of Silversea whereupon the Guest shall be entitled:

- to book another Holiday with Silversea from its current brochure subject to availability and payment or refund in respect of difference in fare, or
- to receive a full refund of the fare paid.

7.2 If Silversea cancel your holiday and compensation is due to you as the result of the cancellation Silversea will pay the Guest no more than the compensation payments set out in the table below regardless of suite or suite resale:

more than 61 days prior to your initial sailing:	nil
60 – 31 days prior to your sailing date:	£50.00
30 – 15 days prior to your sailing date:	£150.00
14 – 0 days prior to your sailing date:	£250.00

If Silversea cancels your holiday due to any of the circumstances in "GENERAL EXCLUSIONS" above, it regrets that it is not able to pay you any compensation or meet any costs you incur as a result.

The Guest must inform Silversea in writing of such a choice within 7 days of notification failing which the Guest will be deemed to opt for Option (7.1b).

8. **Fares**
- 8.1 Silversea will not increase fares for the Holiday unless an increase in the cost of providing the Holiday of more than 2% is caused by an increase in transportation costs outside the control of Silversea, including the cost of fuel, or an increase in dues, taxes or fees chargeable for services such as landing taxes, or embarkation or disembarkation fees at ports and airports, or exchange rates. A significant decrease in such costs may be passed on to the Guest at the discretion of Silversea. In any event no increase will be made within 30 days of departure. If an increase exceeds 10% of the fare, the Guest may cancel the Holiday without penalty and with a full refund of any amount paid to Silversea within 7 days of notification, otherwise the Guest will be deemed to accept the increase.
- 8.2 Where air travel, air travel upgrades, hotel bookings, or land programmes are included in the Holiday reservation at a specially negotiated price, if the Holiday is subsequently cancelled, no use of or refund in respect of the air travel or hotel reservation can be made. Any tickets issued must immediately be returned to Silversea. If the cancellation is by the Guest, any penalty or other payment or expense charged to Silversea in connection with the flight, accommodation or land programme originally booked must be reimbursed by the Guest to Silversea in addition to the charges payable in accordance with section 6 (Cancellation by the Guest) above.
9. **Rules and Regulations**
- 9.1 Guests shall comply with and abide by all rules and regulations of Silversea and any agent, subcontractor or other supplier of services in connection with the Holiday, as well as all orders and directions of the Master of the ship. The officers on board the ship have the right to use all reasonable means to enforce such rules, regulations, orders and directions. If it appears to the staff or crew at any time during the cruise or an aircraft flight that a Guest is or is becoming for any reason unfit to travel or likely to endanger the health, safety or comfort of anyone on board then the Master or duly authorised representative may refuse to embark or disembark the Guest at any port or place, transfer the Guest from one suite to another, or otherwise deal with the Guest as may be necessary. In such circumstances the Guest shall not be entitled to any refund or compensation and shall be liable to pay any fines, losses or compensation due to any party.
10. **Documents**
- 10.1 The Guest must possess a full passport valid for 6 months beyond the return date of the Holiday. British passport holders are covered by a group visa for most destinations visited on board the ship. Visas for shore excursions are sometimes required for certain countries. Silversea will notify the Guest of these requirements and it is the Guest's responsibility to obtain and pay the cost of the visa. Holders of non-British passports are advised to check visa requirements.
- 10.2 The Guest is solely responsible for arranging vaccinations or medication which may be recommended for countries to be visited on the Holiday. Silversea may at certain times deem it appropriate to require the Guest to have specific vaccinations. Details will be advised as soon as possible.
11. **Health/Disability Requirements**
- 11.1 The Guest must report to Silversea in writing, at the time the reservation is made or, if the condition arises subsequent to the reservation, immediately, any of the following medical or health conditions:
- Any physical or mental condition that may require special care, medical treatment or assistance
  - Any physical or mental condition which may render the Guest unfit for travel
  - Any condition which may constitute a risk or danger to the health, safety or comfort of the Guest or to anyone else on board the ship
  - Any physical or mental condition requiring oxygen for medical reasons
- 11.2 The guest must also give written notice to Silversea of any relevant change of condition arising subsequently.
- 11.3 Guests with any of the physical or mental conditions listed in a to d above must be accompanied by a non-disabled adult who will be able to assist them during the cruise, aircraft flights, transfers and in the event of an emergency. Guests requiring a wheelchair must provide their own collapsible wheelchair. Some ports are anchorage ports and physical conditions may preclude wheelchair guests from going ashore. Silversea reserves the right to refuse passage to anyone who, in the opinion of Silversea, is in such physical or mental condition as to be unfit to travel or likely to endanger the health, safety or comfort of anyone on board or who may require care beyond that which Silversea can reasonably provide.
- 11.4 Silversea has a fully qualified doctor on board its ships. The medical services and medication on board the vessel is extremely limited and all guests are required to bring an adequate supply of any specific medication needed. Guests will be charged for use of the medical facilities. We, therefore, recommend that guests have full travel insurance to cover any medical costs incurred on board. Silversea has no liability whatsoever for any treatment, diagnosis, advice, examination or other services provided by any medical personnel or other service providers on board the Vessel and at any ports of call.
12. **Liability**
- 12.1 Silversea accepts responsibility for death, injury or illness caused by the negligent acts and or omissions of it and anyone who supplies services which form part of the Holiday. Silversea limits its liability, where applicable, by the conventions mentioned in 12.4 to 12.8 inclusive. In any event Silversea is not responsible for any improper or non-performance which is:
- wholly attributable to the fault of the Guest;
  - the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Holiday Contract;
  - an unusual or unforeseeable circumstance beyond the control of Silversea and/or anyone who supplies services which form part of the Holiday the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or
  - an event which Silversea and/or anyone who supplies services which form part of the Holiday could not even with all due care have foreseen or forestalled.
- 12.2 For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in 12.4 to 12.8 inclusive, Silversea's liability for improper performance of the Holiday Contract shall be limited to a maximum of twice the price which the affected Guest paid for the Holiday (not including premiums and amendment charges).
- 12.3 All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These may limit or exclude liability. They are expressly incorporated into the Holiday Contract and they also form the terms and conditions of separate contracts between the Guest and the particular carrier as contained in that carrier's ticket which is provided to the Guest before the scheduled departure date. Copies of these terms and conditions are available on request from Silversea.
- 12.4 Carriage of passengers and their luggage by air is governed by various international conventions ("the International Air Conventions"), including the Warsaw Convention 1929 (as amended by the Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. Flights between the UK and any member state of the European Union are currently governed by EC Regulation 889/2002 which gives legal effect to the Montreal Convention 1999. To the extent that Silversea may be liable as a non-performing air carrier to Guests in respect of carriage by air, the terms of the International Air Conventions (including any subsequent amendments and any new convention which may be applicable to a Holiday Contract for a cruise between Silversea and a Guest) are expressly incorporated into these Terms and Conditions. The International Air Conventions may permit the carrier to limit its liability for death and personal injury, loss of and damage to luggage and delay. Insofar as Silversea may have any liability to the Guest in respect of carriage by air, it shall be determined accordingly. Copies of these conventions are available from Silversea on request
- 12.5 Carriage of passengers and their luggage by sea is governed by the Athens Convention 1974 ("the Athens Convention") as subsequently amended or modified or otherwise and set out in parts I and II of Schedule 6 of the Merchant Shipping Act 1995 and the London Convention 1976 (Limitation of Liability for Maritime Claims) as modified and set in s.187 (Schedule 7) of the Merchant Shipping Act 1995. The Athens Convention is expressly incorporated into these Conditions and any liability of Silversea for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. In most cases, the Athens Convention limits the carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to the Guest unless written notice is given to Silversea (as carrier):
- in the case of apparent damage, before or at the time of disembarkation or redelivery; or
  - in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.
- Any damages payable by Silversea up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the Guest and by the maximum deductible specified in Article 8 (4) of the Athens Convention. Copies of the Athens Conventions are available from Silversea on request.
- 12.6 Insofar as Silversea may be liable to a Guest in respect of claims arising out of carriage by air or carriage by sea, Silversea shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual air carrier (including his own terms and conditions of carriage) and under the Athens Convention, and nothing in these Terms and Conditions shall be deemed a surrender thereof. To the extent that any provision in these Terms and Conditions is made null and void by the Warsaw Convention, the Montreal Convention or the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further.
- 12.7 Insofar as the cruise may be performed on a vessel not owned by Silversea, it is agreed that Silversea shall at all times nevertheless be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability.
- 12.8 Except for claims arising out of carriage by air (as provided by 12.4), any liability in respect of death and personal injury and loss of and damage to luggage which Silversea may incur to the Guest, whether under the Holiday Contract in accordance with these Terms and Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention.
- 12.9 Notwithstanding anything to the contrary elsewhere in these terms and conditions, Silversea shall not in any circumstances be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.
13. **Data Protection**
- Silversea requires personal information including but without limitation to name, address, gender, citizenship and dietary requirements which may disclose your religious beliefs any health, medical, disability, or any other special needs to process your booking effectively. Silversea may pass this information on to other relevant individuals such as travel agents, hotels, airlines or other transport providers, security and/or credit verification companies, credit and debit card companies or any governmental or public authorities, either as required by law or regulation or, if required by such other bodies. Silversea also circulates a passenger list to all Guests prior to every voyage, which will include the names and nationality of each guest.
- Silversea is entitled to assume that the Guest consents to such transfers of information, including to other countries which may not have such robust requirements regarding data protection as the UK, unless the Guest objects in writing to Silversea no later than 21 days prior to the scheduled sailing date.
14. **Complaints and Claims**
- 14.1 Please immediately raise any Holiday problem with Silversea and confirm it in writing at the earliest possible opportunity. If any problem arises during the Holiday which might give rise to a claim it must be notified immediately to the ship or hotel management or airline staff and written notice must be given to Silversea as soon as possible and in any event within 30 days of return from the Holiday or knowledge of the facts giving rise to the claim, failing which no claim may be made.
- 14.2 In any event, unless a longer period is provided for by force of law, proceedings in respect of any claim must be brought within 2 years of the end of the Holiday, failing which neither Silversea nor any other party involved in the supply of services in connection with the Holiday Contract Terms and Conditions shall be under any liability to the Guest.
- 14.3 Silversea is a member of the Passenger Shipping Association (PSA). Some limited disputes may, subject to agreement between the Guest and Silversea, be referred to arbitration or conciliation under a scheme arranged by the PSA. The scheme does not apply to claims arising out of injury or illness, and an application for arbitration should normally be made within 9 months of the end of the Holiday.
- 14.4 Any claim or dispute which cannot be resolved otherwise shall be governed by and dealt with in accordance with English law and any proceedings brought before the Courts of England and Wales in London.
- 14.5 The address for service of proceedings on Silversea is: Silversea (UK) Limited, 77/79 Great Eastern Street, London, EC2A 3HU.
15. **Brochure Accuracy**
- 15.1 Every effort is made to ensure that the prices and information printed in this brochure are accurate at the time of printing. However, unfortunately errors do occasionally occur. You must therefore ensure that you check all the details of your chosen holiday either with Silversea or your travel agent at the time of booking.