

## TERMS AND CONDITIONS

PLEASE READ THIS IMPORTANT INFORMATION CAREFULLY AS THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AS OUR GUEST AND SEVEN SEAS CRUISES S. DE R.L. DOING BUSINESS AS REGENT SEVEN SEAS CRUISES. THIS TICKET/CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION AS WELL AS CERTAIN LIMITATIONS OF LIABILITY.

**General Conditions:** Upon the first to occur of receipt of the Guest's deposit or the Guest's receipt of a confirmation letter/invoice from Regent Seven Seas Cruises or the issuance of a Passenger Ticket Contract or boarding pass to Guest, the following terms and conditions form a contract between you and Regent Seven Seas Cruises with respect to the rights and obligation of you and Regent Seven Seas Cruises. All bookings are subject to the cancellation provisions set forth herein, by Regent Seven Seas Cruises, located at 7665 Corporate Center Drive, Miami, Florida 33126, (305) 514-4900, and by which you agree to be bound.

THIS CONTRACT IS SOLELY BETWEEN YOU (THE GUEST OF REGENT SEVEN SEAS CRUISES) AND REGENT SEVEN SEAS CRUISES. REGENT SEVEN SEAS CRUISES ACTS FOR THE OWNER(S) AND OPERATOR(S) OF THE SHIPS DESCRIBED IN THE REGENT SEVEN SEAS CRUISES BROCHURE. YOU AGREE THAT PASSAGE ON ANY VESSEL IS GOVERNED BY AND SUBJECT TO THE TERMS AND CONDITIONS OF THE GUEST TICKET CONTRACT. THE GUEST TICKET CONTRACT LIMITS YOUR RIGHTS AND SETS FORTH LIMITATIONS ON THE TIME FRAMES IN WHICH CLAIMS MAY BE MADE AND SUITS MAY BE FILED AGAINST A PARTICULAR VESSEL, ITS OWNERS, OPERATORS, AGENTS AND VARIOUS OTHER THIRD PARTY PROVIDERS. IT IS IMPORTANT THAT YOU READ ALL OF THE TERMS AND CONDITIONS OF THE GUEST TICKET CONTRACT WHICH IS AVAILABLE ONLINE AT [www.RSSC.com](http://www.RSSC.com) OR UPON REQUEST VIA FAX. SPECIFICALLY, IN MAKING A DEPOSIT FOR ANY VOYAGE WITH REGENT SEVEN SEAS CRUISES, YOU AGREE TO ALL PROVISIONS CONTAINED IN THE PASSENGER TICKET CONTRACT RELATING TO VENUE, JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION.

This contract cannot be modified except in writing and signed by an executive corporate officer of Regent Seven Seas Cruises.

**Dispute Resolution:** You agree that all disputes and matters whatsoever arising under, or in connection with or incident to this contract shall be subject to the venue and choice of law provisions of the Ticket/Contract.

**Payment Policy:** Bookings made more than 120 days from sailing are required to deposit 15% of applicable cruise fare within 7 days of booking. Bookings made between 91 and 120 days of sailing are required to deposit within 3 days of booking and 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.

**Deposit – Navigate the World:** The per person deposit to secure your Navigate the World Cruise is 20% of the applicable cruise fare for all suites and must be received within seven days of booking. Final balance must be received no later than 180 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. Unless otherwise noted, final payment must be received by Regent Seven Seas Cruises 90 days prior to cruise departures for voyages 14 nights or less and 150 days prior for voyages 15 nights or longer. Regent Seven Seas Cruises reserves the right to cancel any booking not fully paid at time of final payment.

**Payments/Revisions:** Visa, MasterCard, American Express and checks made payable to Regent Seven Seas Cruises are all acceptable forms of payments. Once a deposit is made, all changes are subject to an administrative fee. Regent Seven Seas Cruises accepts no responsibility for credit card processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to benefit of Regent Seven Seas Cruises nor do they accrue to the benefit of Regent Seven Seas Cruises' credit card processing bank.

### SEVEN SEAS EXPLORER SEVEN SEAS VOYAGER SEVEN SEAS MARINER SEVEN SEAS NAVIGATOR

**Cancellation Policy:** The following cancellation charges will be assessed for all cancellations received prior to departure up to the scheduled time of departure. For all air-inclusive cruise or cruise tour packages cancelled after receipt of the airline ticket, refunds will only be processed after the return of the airline ticket. The following charges will apply to cancellations received as follows

The following cancellation penalties apply to all cruises of 15 days in length or more

Suite Category:	RS	MS-H	
Time of Deposit – 151 days prior to departure	25%	100*	\$400 non-refundable FROSCHE Management Fee per person
150 – 121 days prior to departure	50%	15%	
120 – 91 days prior to departure	75%	50%	
90 – 76 days prior to departure	100%	75%	
75 - 0 days prior to departure	100%	100%	

A 100% cancellation fee will be imposed as indicated above for non-appearance at the port of Cruise embarkation at the scheduled time of departure or in the absence of written notice.

\*Administrative Fees may be converted to a Future Cruise Credit redeemable on bookings made up to 12 months after cancellation and for travel any time

The following applies to the cancellation of the Optional Facilities and Services listed below:

#### Cancellation of Ancillary Items

Pre-and Post -Cruise Hotel Packages	Within 60 days prior to departure	100% fee
Pre-and Post -Cruise Land Packages	Within 60 days prior to departure	100% fee
Pre-Bookable Adventures Ashore	Within 45 days prior to departure	100% fee
Shore Excursions	Within 36 hours of tour departure	100% fee
Private Transfers	Within 36 hours of departure	100% fee
Private Cars & Vans	Within 36 hours of tour departure	100% fee
Visa Packages	Within 60 days prior to departure	100% fee
Airfare	Within 60 days prior to departure	100% fee
Custom Air Fee	When requested	100% fee
Air Supplemental Fee	On payment of fee	100% fee
Free Hotel Package	Within 60 days prior to departure	100% fee

#### Free Hotel Package

Free Hotel Package includes Hotel to Pier transfers and is based on double occupancy – additional guests sharing a suite may purchase the hotel at an additional cost. If cancelling within 60 days, cancel penalties for double occupancy will apply and the hotel credit is not available. Hotel cannot be added to booking within 60 days of date of sailing. Hotel Package is capacity controlled and may not be available at time of booking.

**Reservation Changes:** Regent Seven Seas Cruises does not allow name changes after deposit has been received. A new reservation will be made and will be subject to the new terms and conditions that are applicable at the time of booking. The existing reservation will be cancelled and will be assessed the applicable cancellation fees. 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, RSSC will impose a change fee of up to \$150.00 per person. Custom air service is available for a service fee of \$175pp + any air differential for airfare above our contracted rates. Please note that custom air may result in loss of included coach transfers. Bookings cannot be converted from cruise only to air/sea within thirty (30) days of sailing.

**Travel Documentation:** All Guests must have passports valid for six months following disembarkation and necessary visas when boarding. It is the Guest's responsibility to ensure that they have all necessary documents to participate in the cruise or cruisetour which they have purchased and Regent Seven Seas Cruises accepts no responsibility for obtaining required visas nor for advising Guests of visa or other immigration requirements. Travel documents are issued approximately 25 days prior to departure.

**Physically Challenged Guests:** Guests with any medical conditions(s) or special needs that may require treatment or attention or accommodation during the voyage, or needing to travel with medical apparatus, including wheelchairs, motorized scooters, oxygen therapy, etc., must advise Regent Seven Seas Cruises in writing at time of deposit. Please note some ports of call may not be suitable for guests with limited mobility and special arrangements may need to be made at the guest's expense. Regent Seven Seas has the right to refuse or revoke passage to anyone who, in its judgment, is in a physical, mental or emotional condition unfit for travel or whose comfort on board may be compromised due to situations beyond the care that can be provided by Regent Seven Seas Cruises. Regent Seven Seas Cruises will under appropriate circumstances, permit its guests to use special equipment as noted above.

**Responsibility:** Regent Seven Seas Cruises accepts no liability or responsibility, whether occasioned by railroad, motor coach, private car, boat, aircraft or any other conveyance, for any injury, damages, loss, accident, delay or irregularity which may be occasioned either by reason or defect, through the acts or defaults of any of any company or person, or in carrying out the arrangements of the cruise or cruisetour, as a result of any cause beyond the control of Regent Seven Seas Cruises. Guests specifically release Regent Seven Seas Cruises from any and all claims for loss or damage to baggage or property, or from personal injuries or death, or from loss from delay, arising out of the acts, omissions or negligence of any other party, such as air carriers, hotels, shore excursion operators, restaurateurs, transportation providers, medical personnel, ship owners, ship operators or other providers of services of facilities. All arrangements made for Guests with independent contractors, including medical services, are made solely for the convenience of Guests and are done at the Guest's own risk and cost. Regent Seven Seas Cruises shall not be liable for delay or inability to perform any portion of the cruise or cruise tour caused by or arising out of strikes, lockout or labor difficulties or shortages whether or not the Carrier is a party thereto, or explosion, fire, collision, standing or foundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and whose so ever any or the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure or supplies including fuel, Acts of God, or other circumstances beyond its control.

**Cancellation by Regent Seven Seas Cruises:** Regent Seven Seas Cruises reserves the right to withdraw and/or cancel a cruise or cruisetour or to make changes in the itinerary and hotel accommodations whenever, in its sole judgment, conditions warrant. In the event of charters of the vessels, truces, lockouts, riots or stoppage of labor from whatever cause or for any other reason whatsoever, the Owner or Operator of the vessels identified in the current brochure may, at any time, cancel, advance or postpone any scheduled cruise or cruisetour and may, but is not obligated to, substitute another vessel or itinerary

and Regent Seven Seas Cruises shall not be liable for any loss whatsoever to Guests by reason of any such cancellation, advancement or postponement. Regent Seven Seas Cruises shall not be required to refund any amount paid by any Guest who must leave the cruisetour prematurely for any reason, nor shall Regent Seven Seas Cruises or the owners or operators of the vessels identified in Regent Seven Seas Cruises' brochure be responsible for the lodging, meals, return transportation or other expenses incurred by such Guest.

**Services Provided by Airlines:** Regent Seven Seas Cruises reserves the right to choose the air carrier, routing and city airport from each gateway city. Any changes made to an issued airline ticket will incur an administrative change fee. Any additional costs including penalties for cancellations/rebookings will be made at the Guest's expense.

All airline tickets issued by Regent Seven Seas Cruises are refundable only to Regent Seven Seas Cruises, therefore, all tickets should be returned to: Regent Seven Seas Cruises, Attention: Air Refunds.

Regent Seven Seas Cruises will determine the amount of any refund due. If the air ticket is lost, the Guest is responsible for the costs of its replacement. Regent Seven Seas Cruises has no responsibility for altered travel plans caused by airline delays or for any act, omission or event occurring while not onboard. Regent Seven Seas Cruises cannot confirm airline seat assignments, add frequent flyer numbers to airline records or request special meals. These services should be arranged by his or her travel agent directly with the airline.

**Insurance:** We highly recommend adequate personal and baggage insurance and trip cancellation insurance for all Guests. All trip cancellation policies will be strictly enforced. Insurance is refundable until cancellation penalty period begins at which point coverage begins. Applications for insurance are provided upon request.

**For Profit Entity: Notwithstanding that Regent Seven Seas Cruises, at the Guest's option, arranges air travel, hotel accommodations, ground transfers, shore excursions and other services with independent suppliers of services, it should be understood that Regent Seven Seas Cruises, being a "for profit entity," earns a profit on the sale of optional services.**

**Sellers of Travel Laws:** Regent Seven Seas Cruises is exempt from the Sellers of Travel laws of Florida, California and other similarly situated jurisdictions based upon its status as a common carrier/ocean carrier.

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