

# Galapagos Terms & Conditions

## IMPORTANT NOTICE — PLEASE READ

Terms and Conditions apply to Silver Galapagos only. Any and all information contained herein is in effect at the time of printing and is subject to change at any time. Information contained in this brochure does not form part of any offer or contract. The transportation of guests and baggage on Silversea vessels is provided solely by Silversea and is governed by the terms and conditions printed on the Passage Contract. The Passage Contract will be included with your travel documents, is available upon request, or can be accessed through our website at Silversea.com, and contains complete and important information regarding cancellations, itineraries, Silversea's liability, health and immigration requirements, and other relevant terms and conditions. The terms and conditions of the Passage Contract will apply to persons who have booked a cruise regardless of whether or not they have embarked the vessel. Please read your Passage Contract carefully. To the extent that any of the information in the brochure conflicts with the terms of the Passage Contract, the terms and conditions contained in the Passage Contract shall control.

Itinerary arrival and departure times are always subject to change without notice. Silversea reserves the right to cancel, alter, advance, postpone or substitute any scheduled sailing or itinerary, substitute another vessel for the scheduled ship, or substitute or cancel scheduled island visits, which, in its sole judgment and discretion, is justified for any reason, and to do so without liability for any loss whatsoever to guests as a result of said change(s). Additionally, Silversea reserves the right to cancel reservations and bookings in the event of a full-ship charter, whether or not a deposit or full payment has been received, and 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 November 2012 and supersede any schedules, prices, and terms and conditions previously published.

All fares indicated in this brochure including land, air and hotel, are capacity controlled, subject to change at anytime without notice and do not guarantee availability. Special savings programmes are all subject to change and/or cancellation without notice.

Travel documents will not be dispatched until full and final payment and guest Contact Information has been received by the Company and cleared. For purposes of this Agreement, Contact Information shall mean a guest's full name as it appears on their passport, passport number, address, telephone number (land and mobile), electronic mail address and emergency contact information and any other information as requested by Company. Company must be able to reach each guest's emergency contact at any time of day. Company must, therefore, be provided with all information to allow Company to do so (such information should include the name, address, electronic mail address (if available) and phone number (including a mobile phone number if available) of a parent, guardian, spouse, domestic partner, or other person to contact in the event of an emergency. No guest will be allowed to embark a Silversea vessel unless Company has received all of the Contact Information. Should Company determine that any of the Contact Information provided is incorrect, guest may be asked to disembark the voyage. Company will not make a refund or otherwise be liable to guests who are denied boarding or disembarked.

## CRUISE FARE

2013 cruise fares cover certain shipboard services including: suite accommodations, shore excursions detailed on itinerary, on board meals, gratuities aboard ship, complimentary beverages aboard ship (including select sparkling wines, wines, spirits, soda, water and coffee). All fares are quoted in US dollars, are per guest and based on double occupancy.

Not included in your cruise fare are: air, hotel accommodations, transfers and luggage handling, park entrance fees, immigration fees, meals ashore, fuel surcharges, accommodations whilst ashore, laundry or valet services, purchases from the ship boutiques or any item or service of a personal nature such as medical care, massages, spa treatments, hair styling and manicures. Some sparkling wines, premium wine and spirit selections, cigarettes and cigars are not included in your fare and may not be available at all times

## **SILVER GALAPAGOS AIR PACKAGES**

For Silver Galapagos voyages guests are strongly recommended to purchase Silversea's Silver Galapagos Air Package for an additional charge (the "Galapagos Air Package").

Galapagos Air Packages include Economy Class air service between Quito or Guayaquil (or other gateway city as designated by Silversea) and Galapagos plus applicable transfers in Galapagos between airport/pier, park entrance fees of \$100 and immigration fees of \$10. Guests will be responsible for any increase in the park entrance fees and immigration fees beyond the amounts stated herein.

## **SILVER SKY® AIR PROGRAMME**

The Silver Sky® Air Programme is offered from select US and Canadian gateways to/from Quito, Guayaquil or other city in conjunction with a Silversea Land Program. Silversea's ability to offer air service from specific gateway cities is limited to airline scheduling and the availability of negotiated fares. Airfares negotiated by Silversea limit your ability to exchange, endorse or make changes to air tickets. Silversea reserves the right to select the air carrier, routing and layover city if necessary and reserves the right to substitute charter flights for scheduled service and scheduled service for charter flights. Airfares may be revised upwards or downwards at any time prior to flight confirmation, are limited to certain booking classes of service as specified by each airline partner contract, are subject to availability, do not include airline baggage fees and may not apply during holiday periods. Business and First Class upgrades are guaranteed on the international/transoceanic flights only and subject to availability of select carriers. In providing air arrangements, Silversea acts only as an agent on the guest's behalf and does not operate, control or supervise any airline and will not be held responsible for carriers failing to meet schedules whether or not air schedules/tickets were issued by Silversea. Silversea reserves the right to change inclusive items as needed including private versus group transfer, and any other item that may be designated as part of a Silver Sky Air Programme package. Final payment is due prior to ticket issuance and release of documents. Silversea reserves the right to modify the Silver Sky® Air Programme procedures and fees at any time without notice. Guests are strongly advised to purchase travel insurance.

Silversea's standard air package is referred to as the Air/Sea Package and includes roundtrip Economy Class air. It is highly recommended that guests purchase the pre and post cruise Silver Shore Simply Hotel packages which include round trip group transfers between the airport and hotel. Guests opting to independently purchase hotel arrangements will be required to confirm their own transfer arrangements.

After deposit has been applied to the booking (or final payment if booking is made inside 120 days), any additional air cost associated with confirmed changes to travel dates, flight schedules and/or airlines will be the responsibility of the guest and relevant fees will be applied to guest's booking (the "Deviation Charge(s)"). In addition, for each confirmed change, guest will be charged a non-refundable Administrative Fee of \$100. Deviation Charges are, at all times, in addition to Administrative Fees. Guests are required to send their detailed deviation request in writing to Silver Sky Concierge at SilverSky@Silversea.com. Responses are generated within approximately 72 business hours. Administrative Fees and Deviation Charges are non-commissionable.

In accordance with TSA regulations, air flights cannot be booked until Silversea is in receipt of full passport details including but not limited to: passport number, expiration date, gender, date of birth, nationality, residential address, destination address and guest's name as it appears on their passport. This information is required at the time of booking the Air/Sea Package. Name changes are not allowed after initial confirmation without forfeiting the air schedule, the airline tickets if issued, and any seats if pre-assigned. Payment of additional costs incurred for changing a name on an airline reservation/ticket will be the sole responsibility of the guest, regardless of Air/Sea Package booked. Failure to provide this information as required may result in complete cancellation of air schedules. Silversea cannot guarantee the re-booking of the original air schedule if cancelled, and additional airline fees/penalties may be assessed. Airline tickets and cruise documents will not be released until required information and additional payment is provided in full to Silversea.

As a courtesy, Silver Sky Concierge will send a generic request to the airline(s) for pre-assigned seats. This is strictly a courtesy and Silversea is not responsible for changes or cancellation of pre-assigned seats prior to flight departure, for any reason. Guests are advised to contact the airline(s) directly to confirm and/or change pre-assigned seating. Other requests such as adding frequent flyer numbers and requesting special meals or wheelchair assistance must be requested directly with the airline(s). Guests are, at all times, responsible for paying all service fees imposed by the airline(s). Airline service charges are, at all times, non-refundable. Some

airlines restrict the accumulation and/or use of frequent flyer miles in conjunction with fares used by Silversea.

Guests are required to review their Silversea invoice in detail to ensure accuracy of all items including guest names, confirmed class of service and fare, and any other information that may affect guest's airline reservation. Discrepancies must be brought to Silversea's attention immediately and prior to ticket issuance. 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 applicable penalties prior to Silversea issuing replacement ticket(s). Silversea issues airline tickets within 60 days of sailing and only after final payment has been received. Due to the fact that airlines change their schedules often, guests are urged to review their flight details upon receiving their electronic ticket receipt, and should also contact the airline(s) directly at least 72 hours in advance to reconfirm flight schedules and baggage allowance/fees. Guests are, at all times, responsible for paying baggage fees directly to the airline(s).

From time to time, Silversea will contract for charter air service via its local ground operator, Air Consolidator or with the airline(s) directly. The ground operator acts on Silversea's behalf with regard to flight confirmation, ticket purchase, and advance seat assignments. If offered, upgrades may be requested for an additional charge, but are not guaranteed. Waitlists for upgrades will not be accepted. Full flight details may not be available in advance of final documentation. Advance seat assignments for charter flights are pre-assigned prior to flight departure and many times, due to capacity/system constraints, changes cannot be accommodated at the airport. Luggage restrictions apply.

### **SILVER SHORE SIMPLY HOTEL, GRANDE HOTEL AND LAND ADVENTURES**

Silver Shore Simply Hotel Programme and the Silver Shore Grande Hotel Programme (the "Hotel Programme(s)") and/or Land Adventures include accommodation at a deluxe hotel unless otherwise noted. The Silver Shore Simply Hotel Programme includes one-night, standard room accommodation and breakfast only; transfers are not included. The Silver Shore Grande Hotel Programme includes one night accommodation, a full breakfast and private transfer between airport and hotel. All fares listed for the Hotel Programmes and Land Adventures 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 Adventures require a minimum number of participants in order to operate as described. If this minimum number is not met, 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 Programme and Land Adventure fares are subject to change and not guaranteed until payment is received in full by Silversea.

### **SILVER PRIVILEGE FARES**

All Silver Privilege Fares are cruise-only, in US dollars, per guest, based on double-occupancy. Fares are capacity controlled, and subject to change at any time without notice. Availability of all suite categories cannot be guaranteed. Fares for single guests are available upon request. Additional restrictions may apply.

### **SILVERSEA FARE GUARANTEE PROGRAM**

Silversea Fare Guarantee Programme applies only to guests booking Silver Privilege Fares. Guests will be eligible for reimbursement if the Silver Privilege Fare for their particular voyage and suite category is reduced after they have made a booking and deposit with Silversea and Silversea has received their written request for a fare adjustment prior to their sailing date. Requests for reimbursement received on or after the sailing date will be denied. Reimbursement provided under this guarantee will be in the form of a shipboard credit, suite upgrade, future cruise credit, fare reduction or other method. Silversea reserves the sole right to determine the method of reimbursement made to guests. The amount of reimbursement the guests receive will be determined by the difference between the Silver Privilege Fare actually paid by the guest and the Silver Privilege Fare displayed on Silversea.com the day the request is received is by Silversea.

### **SAVINGS AND INCENTIVE PROGRAMMES VENETIAN SOCIETY (VS) SAVINGS**

On select voyages, past guests of Silversea save an additional percentage as indicated by voyage. Savings are capacity controlled, subject to availability and may change at any time without notice.

### **EXTENDED VOYAGE SAVINGS (EVS)**

Combine two or more consecutive voyages and save up to an additional 5% on each voyage selected. Savings may vary by voyage and are subject to change or withdrawal without notice. Savings are applicable to full published voyages, but not to segments of the

same voyage. Extended Voyage Savings are in addition to special savings and Venetian Society Savings, if applicable, but may not be combined with other promotional offers. Contact your travel professional or Silversea for applicable savings. Other restrictions apply.

## **ONBOARD SAVINGS**

Guests on board save up to 5% off future voyages when booked whilst sailing.

Extended Voyage Savings, Venetian Society Savings and Onboard Savings are applied sequentially to Silver Privilege Fares. Savings programmes do not apply to Silver Sky® Air Programme fares, Hotel Programmes or Land Adventures.

## **TRAVEL PROFESSIONALS**

Travel agents are considered to be the agent of guest and not of Silversea. Silversea is not liable for any representation, act or omission of guest's travel agent. Guest's cruise fare is not considered paid until Silversea receives full payment, and the amount thereof is subject to change at any time prior to Silversea's receipt of payment. Guest shall at all times remain liable to Silversea for the price of passage. Silversea reserves the right to refuse embarkation if all charges and surcharges have not been paid in advance of departure.

## **VOYAGE SEGMENTS**

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

## **UNSCHEDULED EMBARKATION/DISEMBARKATION**

Guests may only embark or disembark their voyage in the main scheduled embarkation location and disembarkation location. You will be denied boarding or denied disembarkation if attempted in any other location than the main scheduled embarkation and disembarkation locations.

## **PAYMENT SCHEDULE**

To reserve your Silversea cruise, a 25% deposit of the total cruise fare is required within seven days of booking or sooner, depending on voyage and time of booking. Full payment is due no later than 120 days prior to departure. Guests will not be permitted to change travel agents once final payment has been received by Silversea. Final documentation will be issued after receipt of final payment and approximately 30 days prior to sailing. All reservations are subject to cancellation if payments are not received by the due date, and are guaranteed only when paid in full 120 days prior to sailing. Reservations made within 120 days of sailing require full payment within seven days of booking or sooner, as specified by Silversea. Payments may be made by bank transfer, VISA®, MasterCard® or American Express® credit cards.

## **CRUISE CANCELLATIONS**

If you find it necessary to cancel your reservation or any component thereof, you or your travel professional are required to contact the Silversea Reservations Department by telephone as well as submit your cancellation in writing. If your cancellation request is received more than 120 days prior to your initial sailing date, a \$200 non-refundable administrative fee will be charged per booking. This administrative fee may be converted to a future cruise credit valid for travel within 12 months from the date of the cancelled voyage. Cruise 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 the initial sailing date:

15% of the total cruise fare per person

90 – 46 days prior to the initial sailing date:

50% of the total cruise fare per person

45 – 31 days prior to the initial sailing date:

75% of the total cruise fare per person

30 – 0 days prior to the initial sailing date or nonappearance at the time of sailing: 100% of the total cruise fare per person

Cruise tickets must be returned to Silversea before refunds (if owed) can be processed. Penalties apply to changes and cancellations to the following optional package programmes as follows:

## **SILVER SKY® AIR PROGRAMME CANCELLATION FEES**

The following cancellation fees are in addition to the applicable cruise penalty and any Fees previously incurred:

90 – 61 days prior to the initial sailing date: US\$100 per person processing fee  
60 – 0 days prior to the initial sailing date: US\$100 per person processing fee and 100% of the Air Package fare paid. SILVER SHORE SIMPLY HOTEL AND GRANDE HOTEL PROGRAMME CHANGES AND CANCELLATIONS  
90 – 61 days prior to the initial sailing date: US\$100 per person  
60 – 0 days prior to the initial sailing date: 100% of the programme fare per person

## **SILVER SHORE LAND ADVENTURES CHANGES AND CANCELLATIONS**

(Unless otherwise advised) 90 – 0 days prior to the initial sailing date: 100% of the programme fare per person

## **TRANSFER-ONLY OPTION CHANGES AND CANCELLATIONS**

(Unless otherwise advised) 5 – 0 days prior to initial sailing date or non-appearance at the time of transfer: 100% of the total transfer price per person  
Silversea's cancellation penalties as mentioned above are strictly enforced. No refund or adjustment will be made in the event of interruption or cancellation of the cruise holiday after the commencement of same. Silversea reserves the right to re-invoice in the event of errors.

## **HEALTH AND MEDICAL REQUIREMENTS**

- All guests are required to report in writing to Silversea at the time their reservation is made:
1. Any physical or mental condition that may require medical or professional treatment or attention during the voyage
  2. Any condition that may render the guest unfit for travel, or that may require special care or assistance
  3. Any condition that may pose a risk or danger to the guest or anyone else on board the ship
  4. Any condition that may require oxygen for medical reasons
  5. Any intention or need to use a wheelchair cart, other mobility device or a service or assistance animal aboard ship

By booking passage and by boarding the ship, the guest represents and warrants that he/she is physically and otherwise fit to travel, and that the guest will comply at all times with applicable rules and regulations of the ship and orders and instructions of the ship's officers and medical staff. Silversea reserves the right without liability to require a guest to disembark and/or to refuse to board and transport a guest who, in the judgment of Silversea or the ship's Master, is unfit to travel or may require care beyond that which Silversea is reasonably able to provide. Those guests requiring wheel-on and/or wheel-off access must contact Silversea prior to making a booking. Silversea reserves the right to deny boarding to any guest who failed to notify Silversea of such requirement at the time of booking. Silversea is unable to accommodate service animals onboard as their entry into Galapagos National Park is prohibited.

## **PREGNANCY AND CHILDREN**

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 who have entered their twenty-fourth week of pregnancy and will not be responsible or liable for any complication relative to any pregnancy during the entire duration of the cruise or thereafter. Additionally, airlines may have restrictions that may differ from Silversea's. Please contact your travel professional or airline. Silversea is unable to accommodate children less than six (6) years of age.

## **BAGGAGE**

You may bring aboard the ship a reasonable amount of clothing and personal effects without charge. Baggage for Silversea guests or guests on Land Adventures must be handled in accordance with regulations and tariffs of airlines and/or ground operators. Baggage exceeding these limitations is subject to the charges as set forth by the individual operators. Airlines are strict with baggage limitations. Guests are encouraged to contact individual airlines for weight limitations. Guests are also encouraged to pack a smaller bag for all Land Adventures to avoid extra baggage charges. All baggage must be securely packed, and properly and clearly labeled. Liquid, fragile, perishable and other articles not suitably packed are transported at your own risk. For Galapagos flights the limit is 20 kilograms.

Silversea is not responsible for loss or damage to baggage or any other personal item during air travel, Hotel Programmes, Land Adventures or shore excursions. Baggage and personal belongings will be taken off the ship upon guest disembarkation. Under no

circumstances will baggage be stored on board without the owner of such baggage being on the vessel. Silversea is not responsible for baggage stored in shoreside facilities. Under no circumstances may dangerous items (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.

### **GALAPAGOS RESTRAINED PRODUCTS**

Local authorities manage the quarantine system of Galapagos National Park in order to avoid the arrival of foreign species to the islands. All cargo and luggage that arrives to Galapagos National Park or that is transferred from one island to another must be inspected. To preserve the human health and the native species of the Galapagos Islands, the following products may not be transferred to Galapagos: fresh vegetables and fruits, animal products and or its derivate or dairy products. Other live animals, pathological samples, dry coffee beans, genetically modified organisms, forest species or the disseminative parts, grass and its disseminative parts, fresh flowers medicinal plants and their disseminative parts, banana tree leafs, microorganisms (fungi, bacteria, etc.) soil and sand, and animal vaccines are strictly prohibited.

### **LOST PROPERTY**

Silversea may levy a charge for the return of personal items left on board or lost and subsequently found.

### **LECTURERS AND PERSONALITIES**

Independent contractors retained by Silversea (including but not limited to: lecturers, guest personalities, bridge instructors, guest hosts, chefs, enrichment specialists and entertainers) are subject to change and/or cancellation without notice.

### **TRAVEL DOCUMENTS**

All travel documents (air and cruise tickets, passport, medical card, inoculation verification) are the guest's responsibility. It is also the guest's 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, a guest may be denied boarding and accommodation by Silversea, or the guest may be disembarked during the voyage and Silversea will not make a refund or be otherwise liable to any guest for such denial of boarding or disembarkation. In the event that Silversea, as a courtesy, provides information or advice as to necessary travel documents, visas and medical inoculations, guests are still obligated to verify such information with the appropriate government authorities and Silversea does not warrant or guarantee the accuracy of such information. Some countries require passports to be valid six months beyond intended stay. Please check with the appropriate consulate for specific requirements.

Security measures imposed by governments may change from time to time and each guest will be required to comply with them. As a courtesy, we will endeavour to provide each guest with notice of measures that may affect them, but complying with any such requirements is the sole responsibility of each guest. Please consult your travel professional for advice on such requirements to avoid loss of boarding privileges.

### **CRUISE CREDITS**

Silversea Cruise Credits have no cash value, are nontransferable, and may only be used in conjunction with the purchase of a Silversea cruise prior to the expiration date. These credits are valid toward the Silver Privilege fares and are applied to bookings after all other savings programmes, if applicable. Certain restrictions may apply.

### **TAXES, GOVERNMENT FEES/QUASIGOVERNMENT FEES AND FUEL SUPPLEMENTS**

Silversea reserves the right to pass through to its guests (including fully paid and deposited guests) any taxes and government fees/quasi-government fees that relate specifically to a guest's itinerary. "Taxes and Government fees/quasi-government fees" include any and all fees, charges, surcharges, tolls and taxes imposed by governmental or quasi-governmental authorities including, but not limited to, customs fees, per person berth taxes or fees, embarkation and/or disembarkation fees at ports, airline transportation fees, dockage fees, and wharfage fees. Silversea reserves the right to charge a per person fuel supplement in the event that the price of fuel increases any time prior to sailing up to and including the day of embarkation.

Silversea may collect any taxes, government fees/quasi government fees and fuel supplement (the "Surcharges") at the time of booking, prior to sailing or on board the vessel, even if the cruise fare has been paid in full. Surcharges will be invoiced accordingly.

All fares, savings, offers, programmes and itineraries are subject to change without notice. Additional restrictions may apply. Silversea reserves the right to correct any errors or omissions. Visit [Silversea.com](http://Silversea.com) for full offer details and complete Terms and Conditions.