

Allgemeine Reisebedingungen von Cruise West

Thank you for choosing Cruise West. We strongly urge you to protect your trip by purchasing travel protection.

Reservations

To secure reservations, visit your travel agent or contact us at:
2301 Fifth Avenue, Suite 401, Seattle, WA 98121
Phone: (888) 851-8133
Fax: (206) 441-4757
E-mail: experience@cruisewest.com

The transportation of passengers and baggage is governed by the Terms & Conditions of Passage Contract contained in your travel documents and these terms and conditions. Your purchase of the passenger cruise ticket and acceptance of passage on the vessel constitute acceptance of the terms and conditions contained in this brochure and those of the Terms & Conditions of Passage Contract. Such terms affect your legal rights and we recommend you read all terms carefully (in the event of a conflict between the provisions in this brochure and the Terms & Conditions of Passage Contract, the latter shall prevail). Cruises and cruise-tours are sold on a space available basis. Cruise West will make every effort to provide accommodations in the cabin of your choice and/or the main hotel properties we use. If these are not available at the time you book with us, we will confirm you at an alternate property. You will know at time of documentation (approximately four (4) weeks prior to departure) what cabin and/or hotel property you are confirmed in.

Deposit & Final Payment

2007 Cruise Deposit Terms:

- All *Spirit of Oceanus* departures: \$1000 per person
All other vessels:
- Seven (7) night cruises or longer: \$500 per person
- Cruises up to six (6) nights long: \$350 per person

This deposit/payment must be received within three (3) business days after your date of booking. Reservations will not be considered firm until such deposit is received.

2008 Cruise Deposit Terms:

For all departures:

- Eleven (11) night cruise or cruise/land-tour or longer:
\$1000 per person.
- Seven (7) to ten (10) night cruise or cruise/land-tour:
\$700 per person.
- Cruises up to six (6) nights long: \$350 per person.

This deposit/payment must be received within three (3) business days after your date of booking. Reservations will not be considered firm until such deposit is received.

2007 Final Payment Terms:

All *Spirit of Oceanus* departures: Ninety (90) days prior to departure

All other vessels: Sixty (60) days prior to departure

Final payment for all itineraries must be received at Cruise West in advance, as specified above, or in full at the time of reservation if less than the specified advance payment period. If final payment is not timely received, your reservation may be released and rebooking will then be subject to final availability. As a convenience, wire transfers, checks, and credit cards are accepted forms of payment. Credit cards are accepted for shipboard charges.

If you choose to purchase the Cruise West Peace of Mind Plan, the travel protection payment must be included with your initial deposit.

2008 Final Payment Terms:

Final payment for all itineraries must be received at Cruise West in advance, ninety (90) days prior to departure, or in full at the time of reservation if less than the ninety (90) day advance payment period. If final payment is not timely received, your reservation may be released and rebooking will then be subject to final availability.

As a convenience, wire transfers, checks, and credit cards are accepted forms of payment. Credit cards are accepted for shipboard charges.

Late Reservations & Changes

We welcome late bookings (made ninety (90) days or less before departure), however full payment is required for late bookings at the time of reservation by wire transfer, credit card or cashier's check. An additional charge of \$75 per

person will be assessed for changes to your travel arrangements, including name changes made within sixty (60) days prior to departure or after the issuance of travel documents, whichever comes first. However, additional charges will not apply when adding additional tour components before the issuance of travel documents. Changes to or cancellations of air reservations booked through Cruise West within sixty (60) days prior to departure will result in additional fees of \$125 to \$250 per person, depending on air carrier and routing.

An additional charge of \$75 per person will be assessed for changes to your travel arrangements, including name changes made within sixty (60) days prior to departure. However, additional charges will not apply when adding additional tour components before the issuance of travel documents. Changes to air reservations booked through us within sixty (60) days prior to departure will result in an additional charge of \$125 per person. Full payment is required for late bookings at the time of reservation by wire transfer, credit card or cashier's check.

Cancellation Policy

Note: Travel protection payments are not refundable.

Per Person Cancellation Charges:

Anytime 90+ days prior to departure	\$200*
89-61 days prior to departure	25% of fare or amount of deposit (whichever is higher)
60-31 days prior to departure	50% of fare
30-0 days prior to departure	100% of fare

**A \$200 per person future cruise credit certificate will be given, to be applied to future bookings.*

Refunds

The following refund policies apply if the Cruise West Peace of Mind Plan is not purchased: No refunds will be made on unused tours, transfers or accommodations when voluntarily canceled or omitted by the guest, or for missed package features due to airline or other third-party transportation providers' delays or for other acts beyond our control. Claims and adjustments for services not operated as intended by us must be applied for in writing within sixty (60) days of the end of your cruise with us and will be refunded through the original booking agency. All airline tickets issued by us are refundable only to us. **Travel protection is strongly recommended.** If you have been issued documents, they must be returned to us before you will be issued a refund.

Passports:

Due to Homeland Security and U.S. Coast Guard regulations, all passengers must present government-issued photo identification upon boarding. All international voyages will require that each passenger, including children, bring a passport. In addition, Cruise West must receive identification/passport particulars (such as ID number, full legal name and date of birth) at least thirty (30) days prior to departure. ID information not received at least thirty (30) days prior will result in a \$25 per booking rush handling fee.

Documentation

Documents include a detailed itinerary, air tickets (if applicable), vouchers for certain prepaid services, and baggage tags. They will be mailed approximately four (4) weeks prior to departure. Please note that late final payments may delay your receipt of documents. The charge for replacing lost or destroyed documents is \$35 per set.

Smoking Policy

Smoking is allowed only in designated areas outside while onboard the ship. Smoking is not allowed onboard motorcoaches and only in designated areas onboard trains. Hotel smoking policies are also in effect.

Independent Travel

All arrangements confirmed on your itinerary and invoice are made for you on an individual, nonescorted basis. Our experienced personnel will greet you at the airport unless otherwise noted in your documents. A transfer to your hotel or the pier for departure and baggage handling will be provided per your vacation itinerary. We will provide further assistance throughout your cruise, including coordination of any shore excursions. **We will arrange for the transportation of guests to and from the vessel or for excursions, accommodations or any other activities away from the vessel, only as a convenience to you and shall not be liable or responsible in any respect for any property damage or personal injury or death arising in connection with such arrangements or otherwise.**

Late Arrivals

Travelers who book their air arrangements through us will be scheduled to connect with cruise and cruise-tour departures. In the event of flight delays, we will make every reasonable effort to connect you to your ongoing itinerary. If

you purchase our Peace of Mind Plan, trip delay expenses, including common carrier delay, are covered to \$100 per person per day, to a maximum \$500 per person. Otherwise, additional costs are at your expense.

Arrivals on Own

If you are booking your own air or otherwise arriving on your own, it is your responsibility to arrive at your initial hotel or departing vessel by the time stated in your itinerary. We will provide a transfer on day of cruise/tour departure if you advise us of your air itinerary. In case of delay, our personnel will endeavor to connect you with your ongoing itinerary, at your expense.

Prices Include

- Transportation and shore activities as indicated in itineraries and meals aboard ship or where indicated.
- Transfer of guest and two pieces of baggage at all points during the cruise.
- Taxes, port charges, fees, and onboard services.
- Service charges to all personnel onboard Cruise West vessels and on included land tours.

Prices Do Not Include

- Air fare from your home city and return.
- Passport and visa fees.
- Air departure taxes.

Baggage

Handling of baggage is included based on your vacation itinerary. Some airlines may charge extra for baggage above a certain weight; check with the airline(s) you are flying. We accept no responsibility for loss or damage to baggage or any other belongings while in the custody of airline, rail, coach or hotel not a subsidiary of West Travel, Inc. and our responsibility for baggage while in our custody is limited. **Travel protection is strongly recommended.**

Extra Cost Provision

If, as a result of inclement weather or other conditions beyond our control that may prevent or delay your vacation departure or arrival, you must book additional hotel or transportation arrangements, the additional costs are solely your responsibility. **Travel protection is strongly recommended.**

Responsibility

All the tours outlined herein will be carried out under the business management of West Travel, Inc., d.b.a. Cruise West, 2301 5th Avenue, Suite 401, Seattle, WA 98121, 206-441-8687. As an insured and bonded wholesaler, we act as agent for various principals and are in no way to be considered the principal or operator of the airline services or other off-vessel services for which we act as agent. We reserve the right to cancel or alter any itinerary as current conditions require. Tour operators and/or travel agencies booking these cruises, including us, will not be responsible for any expense due to delays, weather conditions, or cancellation of transportation in these cruises, or any increase in taxes, transportation or hotel rates effective after brochure publication.

We are not responsible for personal injuries, illness or death resulting from any peril of the sea or cause not within our sole and direct control, or not resulting from our sole and direct negligence. WE ARE NOT RESPONSIBLE FOR INJURIES, ILLNESS OR DEATH OCCURRING OFF THE VESSEL OR DURING SHORE EXCURSIONS. OFF-VESSEL ACTIVITIES AND SHORE EXCURSIONS INVOLVE RISKS OF ACCIDENTS, PERSONAL INJURY AND DEATH, AS MORE FULLY SET FORTH IN THE TERMS AND CONDITIONS OF PASSAGE CONTRACT, AND YOU ASSUME THOSE RISKS. Certain other limitations on liability apply. WRITTEN NOTICE OF CLAIMS AGAINST US FOR INJURIES OR DEATH MUST BE GIVEN WITHIN SIX (6) MONTHS OF THE DAY INJURY OR DEATH OCCURS, AND SUITS MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DAY INJURY OR DEATH OCCURRED. Suits must be filed in Federal and/or State courts in King County, State of Washington.

We or the captain of the vessel may, at our/his/her sole discretion, refuse to transport, confine to a stateroom, or disembark any guest for, among other things, illness, disease, injury, or mental problems posing a direct threat to the health or safety of self or others, vulgar or improper conduct, illegal substance possession or abuse, refusal to obey regulations, or for otherwise endangering other guests or the crew. Guest to bear all expenses. Each guest - or if a minor, his/her parent or guardian - shall be liable to and reimburse us for all damages to the vessel and its furnishings, equipment, and property caused by any willful or negligent act or omission on the part of the guest. We may substitute vessel and change itineraries for just cause and will not be responsible for any loss or expense caused by reason of such change. Each guest is responsible for arriving at the vessel at least one (1) hour before departure, with passage hire fully earned if the departure is missed unless caused by our sole negligence. Passage contracts are not transferable. We may cancel or withdraw any cruise or portion thereof with refund based on the actual cost of the unfinished portion of your cruise. Cruise West reserves the right to assess fare and charges in effect at the time of

bookings, as well as fuel, federal or state taxes or fees and/or any other unexpected imposed surcharges we incur up to your cruise/tour departure date. Any such additional charges will be in addition to your quoted cruise price and may be added to your final bill.

Health & Disability Requirements

You must, at the time of booking your reservation, inform us in writing of any accommodation you will need as a result of a disability or medical condition.

Guests are advised that personal services and devices, such as wheelchairs, will not be provided. Guests in need of services of a personal nature, such as assistance in eating, toileting, or dressing, are responsible for arranging for such services and are encouraged to travel with a companion for such purposes.

Please be advised that accessibility may be limited at some ports of call and on some shore excursions. Also, due to tidal conditions and port facilities, the ease of embarking and disembarking varies greatly. In addition, there may be certain physical conditions onboard the ship, such as raised doorway thresholds, that may limit accessibility to and within some areas of the ship. In many instances, staff members will be available to assist passengers so that access is possible. However, you should contact us with any questions regarding accessibility onboard the ship, at ports of call, or on transportation services to and from the ship. If you have any questions regarding whether travel is appropriate due to a disability or medical condition, you are strongly advised to contact your physician. Each guest represents that neither he/she nor anyone traveling with him/her has any physical or other condition or disability that could create a hazard to himself / herself or other guests or crew on the cruise. Cruise West reserves the right to decline to accept anyone on a trip. Cruise West also reserves the right to remove from the cruise, at his /her sole expense, any guest whose condition is such that he/ she could create a hazard to himself/herself, or others, or otherwise impact the enjoyment of other guests on the cruise.

Federal Maritime Commission Protection

Under Public Law 89-777, the FMC requires vessels having berth or stateroom accommodations for fifty (50) or more passengers and which embark passengers from U.S. ports to maintain acceptable evidence of financial responsibility to indemnify passengers for nonperformance of transportation. Cruise West maintains an escrow agreement to protect passenger payments for water transportation. This escrow agreement has been reviewed and approved by the FMC.

Medical Facilities

Our ships are equipped to provide only very limited medical care and are stocked with limited medical supplies. We cannot offer care for conditions requiring specialized expertise or equipment. Passengers with such conditions, or in the event of an emergency situation, may be evacuated at their expense. Due to the limitations of medical facilities, passengers with serious medical conditions or women with pregnancy complications or in their third trimester of pregnancy may wish to consult their physicians to determine whether travel is appropriate. Passengers should also review their insurance policies to determine whether treatment occurring onboard the vessel or while traveling is covered. **Travel protection is strongly recommended.**