

Windstar Cruises & Travel the World

Terms & Conditions



Deposit

In order to hold space beyond option date, the full deposit amount must be received by Travel the World prior to the expiry date and time of the option as shown on your Travel the World invoice. This amount includes a Travel the World Administration fee of AUD110 per person which is deducted from the final balance. If we do not receive your deposit by the due date / time, the booking will automatically cancel.

Please note Select Promotional Fares may require immediate deposit and/or full payment which are NON-REFUNDABLE.

Booking

It is important that the reservation is booked using full names as per passport.

Fees may apply to amend names after booking is confirmed.

By confirming your booking with Payment you are agreeing the Terms and conditions outlined below.

No responsibility will be taken by Travel the World or Windstar Cruises for incorrect information supplied by guest/s.

Failure to complete any necessary forms or documents required for travel may result in cancellation of the booking or denial of boarding

Finals

It is the responsibility of the agent/client that final payment is received to Travel the World by due date as advised on invoice.

Final Payment is due at Travel the World's office **NO LATER than 130 days prior to cruise departure date**. If a booking is made within 130 days of departure FULL payment will be required upon confirmation.

If a final payment due date and time falls outside scheduled NSW normal working business hours, then payment must be received to Travel the World no later than 2pm AEST on the last working day prior. Failure of receipt of final payment by the due date may result in the booking being cancelled and cancellation fees applied.

Please note: Select Promotional Fares may have different final payment dates

Payment

Only Australian dollar payments are accepted. Deposits & Finals must be paid by either Electric Fund Transfers including Direct Deposit, Smart Money or personal credit cards.

Only MasterCard, Visa and American Express are accepted for credit card payments and a credit card payment form must be completed. Different booking terms and conditions may apply to credit card payments and transactions. Credit card fees may apply.

Full Sail Protection or Full Sail Protection Plans

Windstar Cruises offers Full Sail or Full Sail Protection Plans. Please note these Plans are **ONLY** available to US residents and cannot be purchased by Australian residents

Late Booking Policy

For bookings made within 45 days of departure that include hotel accommodation you are required to make full payment before hotel space will be requested. If Windstar Cruises is unable to confirm hotel space, monies will be refunded accordingly. For bookings within 14 days of departure, Windstar Cruises are unable to make hotel arrangements.

Cancellations

All cancellation requests **MUST** be advised to Travel the World via telephone and received **no later than 2pm AEST** on a scheduled NSW business working day. Cancellations received after 2pm AEST will not be processed until the following NSW working business day. Cancellation Fees and charges are calculated from the date the cancellation is processed by Travel the World. Cancellation fees apply to the entire cruise booking, including cruise fare, non commissionable fare, air add-ons, ground transfers, pre-cruise and post-cruise hotel and tour packages

The Cancellation Fee Amount will be advised by Windstar Cruises once the cancellation advice has been processed by Windstar Cruises.

Windstar Cruises Cancellation Guideline

Travel the World will charge AUD110 per person administration fee. This amount will be included in final cancellation invoice.

Guests, who cancel within the time frame shown below for any reason, including medical or family reasons, are subject to the following per-person cancellation fees:

Parameters for Cancellation Penalties vary and are dependant upon the FARE CODE BOOKED, LENGTH OF CRUISE AND DESTINATION

Below is a GUIDELINE for cancellation charges imposed by Windstar Cruises

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| <u>Days prior to Departure</u> | <u>Cancellation Charge</u> |
|--------------------------------|--|
| 121 days or more | AUD75 Windstar cancellation fee PLUS Travel the World Administration Fee |
| 120 – 90 days | 15% of gross fare PLUS Travel the World Administration Fee |
| 89 – 60 days | 35% of gross fare PLUS Travel the World Administration Fee |
| 59 – 30 days | 50% of gross fare PLUS Travel the World Administration Fee |
| 29 – 0 days | 100% of gross fare PLUS Travel the World Administration Fee |

NB: Gross Fare is defined as Cruise Fare, NDA's (non discountable amounts), Air Fare Supplement (if applicable), transfer services and pre/ports cruise vacation packages.

Please note:

* For services not provided by Windstar Cruises, additional cancellation fees may be incurred.

*Travel Professionals may impose their own cancellation fees.

Travel the World & Windstar Cruises reserve the right to charge you for cancellation fees incurred that maybe greater than the amounts of payments received at the time of cancellation of your booking. Any outstanding amounts must be paid by the cancelled parties.

Please note: Windstar Cruises reserves the right to change deposit, payment and cancellation/terms/conditions without prior notice

Partial Cancellations & Change in Stateroom Occupancy

Changes in cabin occupancy when one guest cancels and the other guest/s is still travelling will result in cancellation fees for the cancelled guest/s and recalculation of the remaining guest/s' fare. In some circumstances, guest/s still travelling maybe required to pay a surcharge for the changed occupancy stateroom regardless of the cancellation fees paid by the cancelling guest/s.

Amendments

Changing your itinerary after a reservation has been made can result in loss of advantages gained by early planning. To cover administration costs a minimum charge of AUD100 per person will be charged if you request a change in your travel arrangements less than 121 days prior to commencement of travel. Name changes and departure date changes are considered reservation cancellations/re-booking and are subject to cancellation fee and charges.

Cruise Fares

Your Cruise fare is determined by the fare type, the number of passengers in your stateroom, its location on the ship, the amenities offered, port charges, government taxes, non commissionable fares and any applicable airfares including taxes and fees, transfers and hotel accommodation. Your fare includes ocean transportation, stateroom accommodation and all meals and entertainment onboard the ship. Not included however, are items of a personal nature, such as alcoholic beverages, soft drinks, laundry, transfers prior to or after cruise (dis) embarkation, or optional programs or activities. You'll also be charged separately for shore excursions.

Non Refundable & Promotional Fares

Windstar Cruises may at times release special promotional fares that attract differing terms and conditions from those outlined within and as included in the Windstar Cruises brochure. These may include different deposit amounts, final payment and cancellation conditions including non-refundable deposits and fares. Promotional Fares are always capacity controlled and subject to change at any time. Promotional Offers may not be available on all departure dates and ships. Some restrictions (including stateroom/category availability) may apply.

Fares, Non-Discountable Amounts, Taxes and Surcharges

Windstar Cruises reserves the right not to honour any published prices that it determines were erroneous due to printing, electronic or clerical error. Each cruise fare includes a Non-Discountable Amount. That portion of the fare is both non-commissionable to travel agent professionals and not subject to reduction in the event of a percentage discount promotion.

If cost factors dictate the need for fare increases, Windstar Cruises may do so at any time prior to departure. Guests can cancel (without paying a cancellation fee) rather than accept a fare increase.

The fare that you paid was determined far in advance of Initial Departure on the basis of then-existing projections of fuel and other costs. In the event of an increase in fuel or other costs above amounts projected, Windstar Cruises has the right to increase the fare at any time up to Initial Departure and to require payment of the additional fare prior to Initial Departure. Windstar Cruises has the right to refuse to transport you unless the additional fare is paid. Within seven (7) days after you are notified of the additional fare, you may elect to surrender this contract to Windstar Cruises for cancellation, whereupon you will receive the Refund Amount. Cancellation fees do not apply to this type of refund.

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In addition to your cruise fare, you will also be charged an amount for Taxes. That term, as used by us, refers to certain taxes, fees and charges imposed by governmental or quasi-governmental authorities, including port authorities, relating to any aspect of your cruise or tour. If governmental action results in any element of Taxes exceeding the estimates used by Windstar Cruises for purposes of computing the quoted amount, Windstar Cruises reserves the right to pass through the extra amount at any time prior to departure. Similarly, Windstar Cruises reserves the right to impose or pass through fuel surcharges, security surcharges or similar incidental surcharges at anytime and can be charged after final payment of booking or to guest/s' onboard account. Request for payment is at the discretion of Windstar Cruises and can occur at anytime.

Windstar Cruises may elect to impose a fuel supplement at any time.

Please note: No right of cancellation exists under either of these circumstances by the guest.

If guests do not pay any outstanding monies booking will be subject to cancellation and cancellation fees.

Gratuities

To ensure that the efforts of all Windstar Cruises crewmembers are recognised and rewarded, a Hotel Service Charge of USD12 per passenger (correct as of February 2015) is automatically added to each guest's shipboard account on a daily basis. If service exceeds or fails to meet guest's expectations, they are free to adjust this amount at the end of the cruise. In addition, a 15% Beverage Service Charge is automatically added to bar charges and dining room win purchases. These charges are paid entirely to Windstar crewmembers, and represent an important part of their compensation.

Upgrade & Stateroom Change Policy

Windstar Cruises reserves the right to upgrade a guest or guests to more expensive category accommodation at no additional cost. Windstar Cruises also reserves the right to move guest/s from their original stateroom numbers booked to another stateroom in the same category. Windstar Cruises reserves the right to move Guests to a comparable stateroom for any reason, including but not limited to, instances in which a stateroom is booked with fewer than the maximum number of Guests the stateroom can accommodate; or when a partial Guest cancellation occurs and the remaining number of Guests do not match the maximum number of Guests the stateroom can accommodate.

Guarantee Staterooms

When booking a GUARANTEED (TBA / GUAR) stateroom, guests are guaranteed a stateroom available within the category booked. The cabin may be located on any passenger deck of the ship, but you will be guaranteed AT LEAST the category for which you paid, or a higher category which could be on any passenger deck. You will receive your stateroom assignment when you check in for your cruise.

When booking a guarantee stateroom, bookings cannot be cross referenced for stateroom assignments. To cross reference cabin assignments, bookings MUST be made with an original cabin assignment to apply.

Single Guests

Single occupancy may be available in select categories at a higher charge. Generally the supplement for single use of a stateroom is 175% of the published per person stateroom cruise fare, 200% for all Suites and is subject to availability.

Third Guest & Children's Fares

Fares for a third guest in a stateroom vary by sailing date, voyage duration and stateroom category. Third guest fare is available on request. Not all staterooms and suites are equipped for additional guests. Children occupying staterooms as the third person are charged the applicable third person rate.

Minors & Infants

The intimate ship size and regimented atmosphere are adult in orientation and do not provide for the care, supervision, or entertainment of children. Due to limited medical facilities, Windstar Cruises will not accept reservations for children under 8 years of age.

Guests under 21

Guest under 21 years of age must be accompanied by a parent, guardian or chaperone who is at least 25 years old. One adult chaperone is required for every five people under 21. Parents, guardians and chaperones are responsible for overseeing the onboard conduct of minors. Alcoholic beverages will not be served to passengers under age 21.

Pregnancy

Windstar Cruises welcomes pregnant women but will NOT accept guests who will enter the 24th week of pregnancy by the beginning of the cruise.

Guests with Disabilities

Windstar Cruises does not discriminate against persons on the basis of disability. Windstar Cruises seeks, to the extent feasible, to accommodate the needs of persons with disabilities. There are no elevators on the Wind Star and Wind Spirit nor were the ships originally constructed to be wheelchair accessible. As a result, these two ships may be unsuitable for people relying solely on wheelchairs for transportation. The Wind Surf is equipped with elevators although staterooms are not wheelchair accessible. Also note there is no elevator access to board the ship. Star Pride had modified wheelchair accessible suites available and an elevator onboard. Certain ports require the ship to anchor; in this case guest must be ferried into port.

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Service animals are permitted onboard ships if prior arrangements have been made at time of booking. In limited situations where an individual with a disability would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, Windstar Cruises may find it necessary to ask the individual to make alternative travel arrangements. It is essential Windstar Cruises is notified of any special medical, physical or other requirements you have at time of booking.

Dining

BREAKFAST

Available from 7:30am onwards in the Veranda: full service or buffet-style, anytime till 9:30am. Alternatively a continental breakfast can be served in the privacy of your stateroom or suite.

LUNCH

Choose the sumptuous, seemingly endless buffet, or, order from the lunch menu between noon and 2:30pm.

DINNER

There are no pre-assigned tables or first or second seatings. Seating usually begins at 6:30pm and will be printed in the ship's daily program. The evening attire on-board Windstar is specified as "casual elegance"- the emphasis weighted heavily on the casual.

Special Dietary Requests

Low-sodium diet, vegetarian, gluten free, low-cholesterol, salt free and other special dietary needs can be accommodated with advance notice. Please alert Windstar Cruises to any special dietary requirements at the time of booking. Guests should reconfirm with the dining room manager once they arrive onboard. Kosher meals are not available. Please note: Special requests received less than 30 days before sailing may not be available.

Shipboard Account & Currency Exchange

Our cashless society is designed to make your life on board as simple as possible. When you board the ship, your account has already been activated and you may make purchases by simply showing your guest identification card and signing a receipt. On embarkation day, you will need to register your credit card (Visa®, Discover®, Mastercard®, American Express®) in order to use your onboard account for shipboard purchases. We do not accept debit cards. Your card will be pre-authorized for USD \$60 per person for each day of your cruise. At the end of your cruise, you will receive a final statement, and your card will be charged only for the actual amount of your purchases. Please inform your credit card issuer in advance that your card will be used on a Windstar ship. This will help prevent delays in obtaining pre-authorization on board. Some banks may keep the pre-authorization in place for up to 30 days. If you do not want to use a credit card, the ship will collect a cash deposit from you at time of boarding in the same pre-authorization amount. Any excess deposit will be refunded to you at the end of the cruise. Traveller's cheques may be cashed at the Purser's Office to make your deposit. Personal checks and debit cards are not accepted on board.

Documentation

Cruise documents will be emailed within 30 days prior to departure of the cruise, as long as final payment has been received and all immigration has been received.

Options – Transfers, Pre & Post Accommodation

If you purchase transfers, pre or post accommodation packages through Windstar Cruises, you are required to provide your arrival/departure information to Travel the World. You need to provide flight arrival/departure details, including airline name, flight number and arrival and departure cities. If this information is not received before your departure we cannot guarantee your transfers will be available

Passports / Visas / Immunisations

Travel the World & Windstar Cruises do not provide advice regarding passports and/or visas. However all guests are required to carry a passport usually valid for 6 months after the return flight home, and any necessary visas. Please contact your nearest consulate for the most up to date information regarding visas. As to immunisations, please check with a travel medicine specialist or local health department for specific recommendations and/or requirements. We recommend the use of www.smartraveller.gov.au for advice in these areas.

Travel Insurance

We strongly recommend that all guests independently purchase comprehensive Travel Insurance for the full purchase price of the cruise as well as air and/or land program arrangement costs plus medical cover.

Non-Windstar Cruises Services & Changes in Windstar Cruises Services

Non-Windstar Cruises Services (such as airlines and other off-ship transportation carriers, shore excursions, meals, accommodation, air ambulance and shoreside physicians) are generally performed by independent contractors. Those Non-Windstar Cruises Services that are performed by independent contractors are solely at your risk and subject to the terms and arrangements made by you or on your behalf with the independent contractor furnishing the Non-Windstar Cruises Service. Windstar Cruises assumes no responsibility with the respect to these Non-Windstar Services (including delay, injury, death or damage to property) even though it may collect monies or make arrangements for the services.

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Situations may arise that in the opinion of Windstar Cruises, make it necessary for Windstar Cruises to cancel, advance or postpone a scheduled departure, change itineraries or make substitutions involving ports of call, other travel components, vessels, or other modes of transportation. These situations may include by way of example, concerns regarding weather conditions, issues involving safety matters, alternative business arrangements or charters resulting in the decision to withdraw a sailing from public sale or requirements of governmental authorities. If this should occur, Windstar Cruises does not assume responsibility or liability for any losses, inconvenience or expenses incurred by guests as a result. Your full cruise fare will be refunded, if the cruise is cancelled prior to initial embarkation.

Responsibility

Travel the World accepts bookings subject to the following conditions:

Travel the World acts as the co-ordinator for all persons taking any service*, and in the making of arrangements for the service. Travel the World does not own, manage, control or operate any component of the delivery of services and all coupons, receipts and tickets are issued subject to the terms and conditions specified by the laws of the country where a service is provided.

Travel the World act only as an agent for the owners contractors and suppliers of services and assume no responsibility for the loss or damage to baggage, property or for injury or illness or death, or for any damages or claims of damage to persons or property, delays, transport failures, strikes, wars & uprisings, or acts of God etc over which we have no control. Clients are strongly advised to insure adequately for the full duration of their travel arrangements in respect of illness or injury, death, and loss of baggage and personal effects.

While Travel the World will use its best endeavours to facilitate services* to be performed as advertised, reasonable changes in the itinerary may be made without notice where deemed necessary or advisable by Travel the World or the operator. Further, whilst Travel the World will take all reasonable steps to provide enjoyable services*, Travel the World accepts no liability for any loss of enjoyment whatsoever, and howsoever experienced by a passenger.

All matters relating to any service* provided by Travel the World are governed by the law of the state of New South Wales – Australia.

* Service/s refer to all accommodation & hotels or accommodation, cruises, flights, ground transportation / transfers, meals & beverages, shore excursions and tours.

NB

Please note that these terms and conditions can change without prior notice.

Contract Agreement – For additional information on Windstar Cruises contract agreement, terms & conditions, please refer to the website www.windstarcruises.com

Privacy Policy

Information collected in the booking process will be treated in accordance with Travel the World's Privacy Policy. This policy can be found at <http://www.traveltheworld.com.au/Privacy-Policy.html>