

## BOOKING TERMS & CONDITIONS

Rights reserved and limits of responsibility

IMPORTANT NOTICE – PLEASE READ

Terms and Conditions apply to all Silversea vessels.

Any and all information contained herein is in effect at the time of printing and is subject to change at any time.

Information contained herein 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 Holiday Contract. The Holiday Contract will be included with your travel documents, is available upon request, or can be accessed through our website at [silversea.com](http://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 Holiday Contract will apply to persons who have booked a cruise regardless of whether or not they have embarked the vessel. Please read your Holiday Contract carefully. Should the terms and conditions of the Holiday Contract be modified, a revised Holiday Contract, the terms of which will govern the subject cruise, will be sent to guests at least 150 days before sailing. To the extent that any of the information in the brochure conflicts with the terms of the Holiday Contract, the terms and conditions contained in the Holiday 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 ports of call, 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 fares indicated herein including land, air and hotel, are capacity controlled, subject to change at any time without notice and do not guarantee availability. Special savings programmes are all subject to change and/ or cancellation without notice. All schedules, fares, and terms and conditions are subject to change at any

time. Please refer to [www.silversea.com](http://www.silversea.com) for the most current schedules, prices, and terms and conditions.

Travel documents will not be dispatched until full and final payment and passenger Contact Information (defined below) has been received by the Silversea and cleared. For purposes of this Agreement, Contact Information shall mean a passenger's full name, passport number, address, telephone number (land and mobile), electronic mail address and emergency contact information and any other information as requested by Company. Silversea must be able to reach each passenger's emergency contact at any time of day. Silversea must, therefore, be provided with all information to allow Silversea 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 passenger will be allowed to embark a Silversea vessel unless Silversea has received all of the Contact Information. Should Silversea determine that any of the Contact Information provided is incorrect, passenger may be asked to disembark the voyage. Silversea will not make a refund or otherwise be liable to passengers who are denied boarding or disembarked.

#### CRUISE FARE

Cruise fares cover certain shipboard services including: suite accommodations, onboard meals and entertainment, gratuities aboard ship (except spa), complimentary beverages aboard ship (including select wines, champagnes (Silver Galapagos excluded), spirits, soft drinks, water, tea and coffee) and, on a limited number of select sailings, a special shore event. All fares are available in Euro and United States dollars and are per guest and based on double occupancy. Not included in your cruise fare are: airfare, hotel accommodations, transfers and luggage handling, optional shore excursions, meals ashore, fuel surcharges, meals in Le Champagne and Seishin Restaurant (Silver Spirit only), select Silver Muse restaurants, accommodations whilst ashore, casino gaming, 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, private fitness instruction, hair styling and manicures. Some champagne, premium wine and spirit selections, caviar, cigarettes and cigars are not included in your fare and may not be available at all times. Champagne and caviar are not offered onboard Silver Galapagos.

Under normal conditions the cruise 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. It is guests' responsibility to arrange flights and/or other travel

arrangements to ensure arrival in good time for embarkation and to make suitable travel arrangements for return journey. Silversea strongly recommends guests ensure that any independent travel arrangements are adequately protected by insurance.

#### SILVERSEA EXPEDITIONS AIR CHARTER PACKAGES

To facilitate travel to certain remote embarkation/debarkation ports it may become mandatory for guests sailing on Expedition Fleet vessels to purchase a Silversea air charter package ("Air Charter Package(s)"). If an Air Charter Package is required, the charter flight will be in economy class and will include the transfers from the airport to ship and ship to the airport. Silversea will make the final determination of the necessity of a charter flight 120 days prior to the voyage departure date.

#### SILVER GALAPAGOS PACKAGE

For those guests purchasing Silversea's All Inclusive Silver Galapagos Experience the package includes 2 nights pre hotel in Quito with breakfast each morning, a Quito by Night tour, transfer from the hotel to the airport, Economy Class Air from Quito to Galápagos and return to Guayaquil; Galápagos National Park entrance fee, Galápagos Immigration fee, transfers to/from the ship in Baltra; a post cruise day room in Guayaquil for guests with flights after 10pm, and transfers to/from the hotel in Guayaquil.

No credit of any kind will be given for unused components of the package. The All Inclusive Silver Galapagos Experience is non-refundable within 60 days of the initial sailing date. No refund or credit will be given for cancellation of the package, in whole or part, within 60 days of the sailing departure date.

Cruise only guests not purchasing the All Inclusive Silver Galapagos Experience will receive a credit in the amount of US\$600 /€500, which will be applied to the guest's final invoice. Cruise only guests will be responsible for making their own arrangements to/from the Baltra airport and for the payment of the National Park and immigration fees. All fees must be paid in US dollars, no debit or credit cards are accepted.

#### SILVERSEA AIR PROGRAMME

The Silversea Air Programme is offered from select gateways. 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. 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 classes of service as specified by each airline partner contract, are subject to availability 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 the Silversea Air Programme package. Final payment is due prior to ticket issuance and release of documents. Silversea reserves the right to modify the Silversea Air Programme procedures and fees at any time without notice. All travel documents are the guest's responsibility. In the event guests are denied boarding by air carriers for failure to have proper travel documents neither air carriers nor Silversea will have any liability and no refunds of any kind will be made by air carriers or Silversea to guests. Guests are strongly advised to purchase travel insurance. Note for World Cruise guests: For a limited time, guests purchasing the full World Cruise (all segments) and adding the optional Silversea Air Programme to their booking will receive Business Class Air ("Promotional Air Package"). Due to limited air availability, Business Class Air may not be available at time of booking in which case Economy Class will be substituted. All Air Packages are: (1) valid for full fare cruise guests booking/purchasing the applicable Air Package for roundtrip travel via Silversea's Preferred Airline Partners, (2) capacity controlled and subject to availability, (3) limited to specific Germanic Market gateways and airlines, (4) applicable to first and second full-fare guests per suite only. Silversea may choose to withdraw or modify Air Package offers at any time without advance notice. Silversea reserves the right to select the air carrier, routing and departure airport from each gateway city. Silversea reserves the right to request full payment of the Airfare at any time. Once airline tickets are issued, or within 90-days of scheduled departure, penalties apply for cancellation. Changes made to travel dates or flight itinerary will be subject to fees (refer to Deviation and Administrative Fees at Silversea.com). Airline baggage fees are not included. All other Terms and Conditions of the Silversea Air Programme apply. Refer to Silversea.com for complete details.

Silversea's standard air package is referred to as the "Air / Sea Package" and includes roundtrip Economy Class air and transfers between airport / pier on days of embark / debark. Guests opting to add a Silver Shore Simply Hotel will receive a transfer between the Simply Hotel and pier in lieu of the airport-to-pier transfer already included in the Air / Sea Package. Transfer between airport and Simply Hotel is not included, but available for purchase through Silversea's Reservations Department. Note: Due to limited air availability and / or airline schedule changes, guests may be required to purchase a pre- and / or post-cruise hotel stay (or dayroom) plus applicable transfers in conjunction with their confirmed air schedule. Silversea is available to assist with these arrangements. Additional costs are the sole responsibility of the guest. Guests opting to independently purchase hotel arrangements forfeit the applicable transfer(s) included in the Air / Sea Package and will be required to confirm their own transfer arrangements. Silversea is unable to provide air flights to unaccompanied minors, defined as children under the age of 18.

When Silversea has determined that a dayroom or overnight may be required due to possible conflicts between flight arrival / departure and scheduled embark / debark, Silversea's Air Package Plus will apply and, for an additional charge, a Silver Shore Simply Hotel will automatically be added to the booking as an optional component. Silversea's Air Package Plus includes roundtrip Economy Class Air and applicable transfers between airport / hotel and hotel / pier. Guests opting to cancel the Simply Hotel reservation must email their request to Silversea Concierge at [silverskyuk@silversea.com](mailto:silverskyuk@silversea.com). Guests deviating from the pre-determined travel dates and/or original air schedule or cancelling their Simply Hotel reservation may incur an administrative fee as well as deviation charges and hotel penalties, if applicable. Guests opting to independently purchase hotel arrangements forfeit the applicable transfer(s) included in the Air Package Plus and will be required to confirm their own transfer arrangements.

Note: Guests are at all times responsible for additional costs incurred when purchasing additional hotel nights, early check-in, late check-out, room upgrades, meals, additional ground transportation, etc. The Air / Sea Package or the Air Package Plus shall be collectively referred to herein as the "Air / Sea Package(s)".

On select voyages, Silversea offers Specially Priced Promotional Airfares (the "Promotional Fare(s)"). Promotional Fares are capacity controlled, subject to availability, limited to specific gateways and airlines, and available only for a limited time. Business Class Air Upgrades apply only to the international transoceanic flight(s). Economy class will be substituted when necessary. Silversea may choose to withdraw or modify Promotional Fares at any time without advance notice. Silversea reserves the right to request full payment of the Air / Sea Package fare at any time prior to cruise departure. Once airline tickets are issued, or within 120 days of scheduled departure, penalties apply for cancellation. Requested changes to confirmed air schedules at any time prior to departure will incur fees and charges as the airline supplier may impose and any additional air costs associated with the confirmed changes to travel dates, flight schedules and / or airlines ("Deviation Charges") will be the responsibility of the guests and relevant fees will be applied to the guest's booking. In addition, for each confirmed change, guests will be charged a non-refundable administrative fee of €100 per person. Deviation Charges are at all times in addition to administrative fees. Guests are required to send their detailed deviation request in writing to Silversea Concierge at [silverskyuk@silversea.com](mailto:silverskyuk@silversea.com). Responses are generated within approximately 72 business hours. Administrative Fees and Deviation Charges are non-commissionable.

Silversea requires the 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 at the time of booking. 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.

This information is required at the time of booking the Air / Sea Package. 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, Silversea 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. Please note that each guest is fully responsible for any / all baggage fees that may be imposed by the airline(s) upon check-in. Guests are, at all times, responsible for airline baggage fees. For travel to / from and within the United States, please visit <https://bags.amadeus.com/> or the individual air carriers' website for a complete listing of baggage fees.

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 90 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.

On select voyages, Economy & Specially Priced Promotional Airfares may be available to guests opting to book the Silversea Air Programme. Promotional Airfares are available for a limited time only; capacity controlled; limited to select gateways, air carriers and routings of Silversea's choosing. Guests should book early to secure the best airfare and flight schedule.

#### SILVER SHORE SIMPLY HOTEL, GRANDE HOTEL & 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, private transfer between airport and hotel and group transfer between hotel and pier. All fares listed for the Hotel Programmes and Land Adventures are per guest, based on double occupancy. Single accommodations are 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 SHORE CONCIERGE

When utilising this optional service, a charge of US\$100/€85 per port will apply. This non-refundable charge will be credited to the cost of your final arrangements.

#### 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 ranges from 5% - 100% above the double occupancy fare, depending upon the sailing and suite selected. Suites for singles and third guests are capacity controlled. Fares and supplements are subject to change without notice based on availability. Note for World Cruise guests: Single supplements start from 50% above the double occupancy fare and may vary by category.

#### SILVER PRIVILEGE FARES

All Silver Privilege Fares shown are cruise-only, 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 PROGRAMME

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.

#### 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 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. Contact your travel agent or Silversea for applicable savings. Other restrictions apply.

#### ONBOARD SAVINGS

Guests onboard may be eligible to save up to 5% on select future voyages when booked whilst sailing. Savings vary by voyage and are subject to change or withdrawal without notice. Extended Voyage Savings, Venetian Society Savings and Onboard Savings are applied sequentially to Silver Privilege Fares and may not be combined with other promotional offers. Savings programmes do not apply to Silversea Air Programme fares, Hotel Programmes or Land Adventures.

#### TRAVEL AGENTS

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.

#### 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. Only those guests with a medical emergency may be allowed to embark or disembark the vessel at an unscheduled embark / disembark port. If an unscheduled embarkation or disembarkation is permitted as a result of an emergency, those guests may incur additional charges intended to cover any fine or penalty levied against Silversea and any other additional costs. Such additional costs will be added to the guests' onboard account prior to disembarking.

#### PAYMENT SCHEDULE

To reserve your Silversea cruise, a 25% deposit of the total holiday price 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 more than 30 days after Silversea's receipt of guests initial deposit or after final payment has been received by Silversea, whichever occurs earlier. 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.

Note for World Cruise guests: To reserve a suite on the full World Cruise (all segments) or any voyage segment, a 25% deposit of the total holiday price is required. Deposits must be received within seven days of booking or sooner, depending on time of booking. Unless otherwise noted, final payment must be received by Silversea 120 days prior to cruise departure. For bookings made within 30 days of departure, final payment must be received within 48 hours.

#### CRUISE CANCELLATIONS

If you find it necessary to cancel your reservation or any component thereof, you or your travel agent 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, you will be charged a non-refundable administrative fee equal to 5% of your booking (maximum however of US\$200/€180 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 – 61 days prior to the initial sailing date: 50% of the total cruise fare per person;

60 – 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.

Guests who downgrade suite categories within 120 days of the initial sailing date will incur cancellation penalties on the difference in cruise fare between the two suites. Cruise tickets must be returned to Silversea before refunds (if owed) can be processed. For World Cruise and its segments the following cancellation penalties apply:

#### SAILING 53+ DAYS:

For Vista, Terrace, Veranda 1, Veranda 2, Veranda 3 or Veranda 4 suites: From the date of deposit to 151 days prior to the initial sailing date: US\$500/€450 per guest  
150 – 121 days prior to the initial sailing date: 25% of the total cruise fare per guest  
120 – 91 days prior to the initial sailing date: 50% of the total cruise fare per guest

90 – 0 days prior to the initial sailing date or non-appearance at the time of sailing:  
100% of the total cruise fare per guest For Medallion, Silver, Royal, Grand, or  
Owner's Suites: From the date of deposit to  
181 days prior to the initial sailing date: US\$1,000/€900 per guest  
180 – 121 days prior to the initial sailing date: 25% of the total cruise fare per guest  
120 – 91 days prior to the initial sailing date: 50% of the total cruise fare per guest  
90 – 0 days prior to the initial sailing date or non-appearance at the time of sailing:  
100% of the total cruise fare per guest

#### PENALTIES: SAILING UP TO 52 DAYS:

From the date of deposit to 121 days prior to the initial sailing date: you will be  
charged a non-refundable administrative fee equal to 5% of your  
booking (maximum however of US\$200/€180 per booking)  
120 – 91 days prior to the initial sailing date: 15% of the total cruise fare per guest  
90 – 61 days prior to the initial sailing date: 50% of the total cruise fare per guest  
60 – 31 days prior to the initial sailing date: 75% of the total cruise fare per guest  
30 – 0 days prior to the initial sailing date, or non-appearance at the time of sailing:  
100% of the total cruise fare per guest

Guests who are booked on the full World Cruise (all segments) who cancel any  
portion of the cruise, will have their entire booking cancelled and will be re-booked  
on the revised segment(s) subject to space availability at the time of change. Guests  
booked on the full World Cruise (all segments) in a Silver Suite or higher, who  
cancel any portion of the cruise will forfeit their suite. Silversea reserves the right to  
allocate suites or suite categories to specific combination segments, hence all suites  
or suite categories may not be available for specific segments or segment  
combinations. Changes are subject to cancellation penalties. Penalties apply to  
changes and cancellations to the following optional package programmes as  
follows:

#### SILVERSEA AIR PROGRAMME, AIR CHARTER PACKAGES AND SILVERSEA'S ALL INCLUSIVE SILVER GALPAGOS EXPERIENCE CANCELLATION FEES

The following cancellation fees are in addition to the applicable cruise penalty,  
deviation charges, air supplier charges and any Fees previously incurred:

90 – 71 days prior to the initial sailing date: US\$100/€100 (in accordance with the  
currency of the booking) per person processing fee;

70 – 0 days prior to the initial sailing date: US\$100/€100 per person processing fee  
and 100% of the Air / Sea Package fare, Air Charter Package fare or Silversea's All  
Inclusive Silver Galapagos Experience paid Air Charter Packages may only be  
cancelled upon complete cancellation of the cruise reservations..

#### SILVER SHORE SIMPLY HOTEL & GRANDE HOTEL PROGRAMME CHANGES AND CANCELLATIONS

90 – 61 days prior to the initial sailing date: US\$100/€100 per person;

60 – 0 days prior to the initial sailing date: 100% of the programme fare per person.

#### SILVER SHORE LAND ADVENTURES CHANGES & 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 & 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 onboard 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. Silversea strongly recommends wheelchair guests travel with someone who is able to assist them both ashore and at sea as Silversea may be unable to offer special assistance. Please note that wheel-on and / or wheel-off access may not be available at some ports-of-call. Wheelchair guests must bring their own collapsible wheelchair. For guests travelling aboard Expedition Fleet vessels, Silversea strongly recommends wheelchair guests travel with someone who is able to assist them both ashore and at sea as Silversea may be unable to offer special assistance. Please note that wheel-on and / or wheel-off access may not be available at some ports-of-call. Wheelchair guests must bring their own collapsible wheelchair. For guests

travelling aboard Silver Galapagos, 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.

#### 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 who have entered their twenty-fourth (24th) week of pregnancy and will not be responsible or liable for any complication relative to any pregnancy during the entire duration of their Silversea cruise / holiday or thereafter. Additionally, airlines may have restrictions that may differ from Silversea's. Please contact your travel agent or airline.

#### ACCOMMODATION OF CHILDREN

For Classic Fleet<sup>1</sup> voyages: Carrier is unable to accommodate children less than six (6) months of age. Passengers must notify Carrier of any children between the ages of six (6) months and one (1) year who will be sailing onboard and they will require a signed and notarized waiver. Carrier reserves the right to limit the number of children less than three (3) years of age aboard the vessel.

For Expedition Fleet voyages: Carrier is unable to accommodate children less than one (1) year of age. No children under the age of six (6) years will be allowed onboard Zodiacs. Children under the age of six (6) years will be unable to participate in any expeditions which require the use of Zodiac transfer to go ashore.

For Silver Galapagos voyages: Carrier is unable to accommodate children less than six (6) years of age.

Any child under the age of eighteen (18) years of age must be accompanied in the same or connecting suite by a parent or other responsible adult over the age of twenty-one (21) years. In addition, if the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by parent or legal guardian and received by Carrier prior to sailing. Children under eighteen (18) years of age are not permitted in the Vessel's casino.

No childcare services will be provided on board.

To ensure the safety of younger guests, children up to the age of 8 years old are only permitted to participate in suitable Silver Shore Excursions/shuttle service if the vehicles are equipped with the correct safety harness and seating equipment to accommodate young guests. Alternately guests may use their own approved safety seat, booster seat or harness provided they are compatible with the local touring

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<sup>1</sup> "Classic Fleet" means Silver Cloud (prior to November 15, 2017) Silver Wind, Silver Shadow, Silver Whisper, Silver Spirit and Silver Muse.

vehicle and can properly secure the young guest. Child harnesses and secure seating cannot be guaranteed and Silversea reserves the right to refuse children under the age of 8 years old on any tour on the grounds basis of safety.

## 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, air charters 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 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 baggage or any other personal item during air travel, hotel stays, 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 onboard without the owner of such baggage being on the vessel.

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.

## GALÁPAGOS RESTRAINED PRODUCTS

Local authorities manage the quarantine system of Galápagos National Park in order to avoid the arrival of foreign species to the islands. All cargo and luggage that arrives to Galápagos 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 Galápagos Islands, the following products may not be transferred to Galápagos: 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 leaves, 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 onboard or lost and subsequently found.

## LECTURERS & 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 following your return date. 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. 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 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 published cruise only fares and are applied to bookings after all other savings programmes. Certain restrictions may apply.

## ONBOARD SPENDING CREDIT

Any onboard spending credit issued to a guest is provided in the form of a shipboard credit, in US dollars, based on double occupancy suite, not per voyage and may only be applied once on combined voyages; can be used for onboard expenses such as shore excursions, spa treatments, premium wines and spirits, specialty restaurant dining fees and / or purchases in the Internet Café and onboard boutiques; not for use in the Casino or for Silver Shore Simply Hotel, Grande Hotel and Land Adventures. Single occupancy suites receive 50% of the shipboard credit shown. Onboard spending credits may not be redeemed for cash and any unused portion will be forfeited.

## TAXES, GOVERNMENT FEES / QUASI-GOVERNMENT FEES & 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 Brent\* crude oil is greater than US\$80.00 per barrel at any time prior to sailing, up to and including the day of embarkation.

\* Brent crude oil prices published on [www.bloomberg.com](http://www.bloomberg.com)

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

## TRAVEL INSURANCE

Travel Insurance must be taken out at the time of booking and details of the Insurance stated on the Guest Information 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.

Silversea reserves the right to correct errors and omissions at any time without prior notice, and to cancel any offered product, service, programme, reward, savings, credit, amenity, etc. in the event of any error or omission in the description, including pricing and availability. "Expedition Fleet" means Silver Cloud (on/after

November 15, 2017), Silver Explorer and Silver Discoverer. "Classic Fleet" means Silver Cloud (prior to November 15, 2017) Silver Wind, Silver Shadow, Silver Whisper, Silver Spirit and Silver Muse.