

Sea Dream Yacht Club Terms and Conditions

1. INTRODUCTION

This Contract contains all the terms of agreement between you and Carrier. The acceptance and/or use of this Contract by the person named hereon as Guests shall be deemed to be an acceptance and agreement by each of them of all of the terms and conditions herein. The person purchasing or accepting the Contract represents that he/she is authorized by all named Guests, including any minor, to accept and agree to be bound by all the terms and conditions of the Contract. This contract is not transferable and you may not sell or assign it. It is valid only on the Yacht and for the voyage indicated. This contract may not be modified except in writing signed by Carrier. The terms, conditions and limitations herein shall apply to any and all disputes between you and Carrier regardless whether arising aboard the Yacht or in any other place, location or mode of transportation whatsoever. All rights, defenses, disclaimers and limitations of liability set forth herein shall inure to the benefit of the Carrier and all concessionaires, independent contractors or other providers of any services or facilities in connection with or incident to the Guest's cruise, as well as any of their affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; and all suppliers, shipbuilders, component part manufacturers; and their owners, operators, managers, charterers, agents, pilots, officers, crew, employees and vessels.

2. DEFINITIONS

(A) "Carrier" means and includes the owner, SeaDream Yacht Club AS, a Norwegian corporation; the Operator, SeaDream Yacht Club Limited, a Bahamian registered corporation; the named Yacht; and its or their affiliates, officers, directors, management, employees, agents, charterers and tenders.

(B) "You, Your, Guest" means the person(s) purchasing, accepting or using this Contract or who board(s) the Yacht or those in their care, and includes and binds their heirs, successors in interest and personal representatives. Throughout this Contract, use of the singular includes the plural and use of the masculine includes the feminine.

(C) "Cruise" means the voyage from the port of departure to the final port of disembarkation, including any rail, road or sea port, any land accommodation components or package sold with, or included in the price of or taken in connection with the Cruise, any shore excursions or shore side facilities related to or offered during the Cruise, and all transportation to or from the cruise if purchased through or arranged by Carrier.

(D) "Cruise Fare" means the amount actually received by the Carrier for your cruise. It covers the Cruise package, optional use and enjoyment of Carrier-furnished sports and recreational equipment, scheduled meals and accommodations while on board, air supplements if arranged through Carrier and, if you are participating in any pre-embarkation program, transfers to and from the yacht. Cruise fare does not include Government taxes and fees imposed or sanctioned by any Government, foreign or domestic. These charges are in addition to the Cruise Fare and include but are not limited to Guest Facility Charges, Security Surcharges, Fuel Surcharges, International Guest Departure or Arrival Tax, Customs User Fee, Immigration Fee and Agricultural Inspection Fee. Cruise fare does not include shipboard services or amenities for which an additional charge is imposed, medical care, shore excursions, optional travel or baggage insurance, or pre or post-cruise hotel expenses and meals not purchased through Carrier as part of your cruise package. The Cruise Fare has been determined far in advance of the cruise departure date 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, Carrier has the right to increase the fare at any time up to the cruise departure date and to require payment of the additional fare prior to cruise departure. Carrier 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 (but no later than the cruise departure date), you may elect to surrender this contract to us for cancellation, whereupon you will receive a full refund of the cruise fare only. Cancellation fees do not apply to this type of refund.

3. TRAVEL AGENTS

Any travel agent utilized by Guest in connection with the issuance of this ticket or otherwise making arrangements for air transportation, shore excursions, tours, land, air, or local water transportation or shoreside accommodations and meals, provides such services solely for you, and not for Carrier, as an independent contractor. Carrier accepts no responsibility for any representations, acts, omissions, the financial condition or integrity of any travel agent utilized by Guest in connection with your cruise, including any failure to remit your funds to Carrier or to remit any refund to you, and the guest remains liable for the fare due to the Carrier. Receipt of this Contract or any other documents or information by your travel agent constitutes receipt by you.

4. GUEST RESPONSIBILITIES & REPRESENTATIONS

(A) GENERAL

(i) Guests are responsible to comply with any government travel requirements and must have in their possession proof of citizenship in the form of a valid passport, exit and entry visas as required, and any other necessary documentation required by either the United States or any foreign port visited. Guests are advised to consult with their travel agents and the appropriate governmental agencies and embassies to determine applicable requirements. Carrier assumes no responsibility for advising Guests of immigration requirements, may refuse to embark Guest or may disembark Guest in the event Guest does not present required documentation, and shall have no liability whatsoever for a refund or otherwise in such circumstances.

(ii) Guest represents and warrants that the Guest is fit to travel and that the Guest's conduct or presence will not impair the safety of the Yacht or anyone carried on board, or inconvenience, annoy, embarrass or harass any other person. You must, at the time you book your cruise, inform the Carrier, in writing, of any existing physical or mental illness, disability or pregnancy or any other condition for which you or any other person in your care may require medical attention or special accommodation during the cruise. If any such condition arises after you have booked the cruise, you must report the condition to the Carrier, in writing, as soon as you become aware of it. Pregnant Guests who have entered their 24th week of pregnancy prior to the commencement or during the voyage will not be permitted to embark. Failure to report any such condition will release the Carrier, the Yacht's doctor, and any other personnel affiliated with the Carrier in any way from any liability related to the accommodation or treatment of such condition. By acceptance of this Contract, Guest acknowledges and agrees that Carrier shall have no responsibility or obligation to provide any special services or medical equipment to Guests. The Guest shall be liable to the Carrier and shall reimburse it for all loss, damage or delay sustained by the Carrier because of any omission of the Guest.

(iii) The Carrier may refuse to embark, disembark or confine you to a stateroom, if, in the sole opinion of the Carrier, your physical or mental condition creates an unreasonable risk to yourself or others or unreasonably interferes with the peace and tranquility of the Yacht or enjoyment of others. If the Carrier refuses to allow you on board for any of these reasons prior to the commencement of the voyage, a refund of the cruise fare will be treated as a cancellation by the Guest, and a refund, if any, shall be based on the timing of such refusal in accordance with Carrier's cancellation policy referenced in section 6 of this Contract, with no further liability whatsoever. Carrier recommends that Guests who are not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of an emergency. Should the Yacht deviate from its course for any cause resulting from the Guest's negligence or due to a medical emergency involving the Guest, said Guest shall be liable for the related costs incurred and shall indemnify Carrier for any costs, penalties or demands arising therefrom.

(iv) No animals will be allowed on the Yacht under any circumstances unless deemed necessary to assist with physical disability and provided (a) the Carrier is given advance notice at the time of booking the cruise that said animal will be carried aboard; (b) the Guest assumes all responsibility for said animal's food and hygiene; and (c) the Guest agrees to indemnify and defend Carrier should the assistance animal cause injury, death, damage or loss to any other person or to the Yacht. Guests using assistance animals should check in advance with governmental authorities in each port to be visited to determine local rules, regulations, fees and quarantines applicable to such animals and Carrier shall have no liability to Guest whatsoever arising therefrom.

(v) All guests are strongly advised to consult with their travel agent about the purchase of travel insurance to cover losses of the guest that may be covered by such insurance.

(B) GUEST'S INTERRUPTION OF VOYAGE; QUARANTINE

The Carrier may confine you to your stateroom, change your accommodations or disembark or remove you at any port if, in the sole opinion of the Carrier, your presence might be detrimental to your own health, comfort or safety or that of any other persons, you might be excluded from landing at any destination by governmental authorities, or if you violate any provision of this Contract. If you are disembarked for any such reasons, you will not be entitled to any refund or damages. If you are delayed or detained on board the Yacht or elsewhere due to injury, illness, disability or quarantine or due to action of any government or authority or for any other reason not the fault of the Carrier, you will be solely responsible for all resulting costs and expenses, including repatriation, and must reimburse the Carrier for any such costs or expenses which it may incur on your behalf.

(C) RULES AND REGULATIONS; COMPLIANCE WITH LAW

You must at all times obey all the rules, regulations and orders of the Carrier and the Yacht's Master and officers. You may not solicit other Guests for commercial purposes or advertise goods or services on board the Yacht without the Carrier's prior written permission. It is your responsibility to comply without delay with the requirements of all immigration, port, Health, customs, and government police authorities, and all other laws and regulations of each country or state from or to which you will travel. You must reimburse the Carrier for any charges, costs or resulting expenses or fines that it may incur as a result of your actions or presence on the Yacht, apart from the services provided as part of this Contract.

(D) UNAUTHORIZED STOPOVERS OR DISEMBARKATION

Unauthorized stopovers or disembarkations, or your failure to make any sailing of the Yacht at any port for any reason shall be at your sole risk and expense. The Carrier shall not be liable in any way for such actions and you will not be entitled to any refund or other compensation under these circumstances, or if you disembark early for any reason.

5. INFANTS AND MINORS

No child under the age of one (1) year at the time of sailing will be accepted as a Guest. Any Guest under the age of eighteen (18) years at the time of sailing must be accompanied by an adult Guest over the age of eighteen. If the adult is not a parent, a Parental/Guardianship Consent must be signed by the minor's parent or legal guardian and delivered to the Carrier eight weeks before sailing. You agree to fully supervise any and all persons under the age of eighteen (18) accompanying you during your cruise. You also agree to indemnify Carrier for any and all damage caused by such persons, or for any injury, illness or death to such persons to which lack of adequate and proper adult supervision contributed in whole or part.

6. CANCELLATION PRIOR TO EMBARKATION

(A) Refunds for Guest cancellations are limited by the terms of Carrier's cancellation policy. Guests are advised to consult Carrier's cruise brochure, copies of which are available upon request or via its web-site at www.seadream.com for the complete terms of Carrier's cancellation policy.

(B) Carrier may for any reason whatsoever cancel, postpone or advance any sailing or terminate the Yacht Ticket Contract at any time before departure and the Carrier's only liability will be to refund to the Guest the amount received for the Yacht Ticket Contract. Under no circumstances shall Carrier be liable for any other loss or damages whatsoever, including but not limited to consequential losses of any nature.

7. CARRIER'S CANCELLATION, DEVIATION OR INTERRUPTION OF CRUISE; CHANGE IN ACCOMMODATIONS

(A) The Carrier may for any reason whatsoever, with or without advance notice, substitute any other Yacht for the named Yacht, change the scheduled port of embarkation, omit or change any, some, or all scheduled calls at any intermediate ports, omit or change the scheduled port of disembarkation, call at any port whether or not contemplated in the itinerary, change all or part of any itinerary, as well as transfer the Guest and the Guest's baggage to any other Yacht or conveyance, whether belonging to Carrier or not, back to the port of embarkation or to the originally scheduled port or disembarkation.

(B) The Guest shall have no right to any refund or any other compensation, and the Carrier shall have no obligation or liability in respect thereof to the Guest except in the event of the Carrier's willful or negligent actions, as follows:

(i) If any portion of the cruise is cancelled altogether, Carrier shall refund a proportionate share attributable to the cancelled portion.

(ii) If the scheduled sailing date or time is delayed and you are not accommodated on board, the Carrier may arrange hotel accommodations at no additional expense to you for the duration of the delay.

(iii) If the scheduled port of embarkation or disembarkation is changed, the Carrier will arrange transportation to or from the originally scheduled port.

(iv) If in the opinion of the Master, booked accommodations must be changed, the Carrier shall have the right to allocate other accommodations to the Guest.

8. CARRIER'S LIMITATIONS OF LIABILITY

(A) HEALTH, MEDICAL CARE, SHORE EXCURSIONS AND OTHER SERVICES

All health, medical or other personal services in connection with your cruise, including any shore excursions, tours, or travel in any aircraft, bus, car, train or other conveyance whatsoever, are provided or arranged, if at all, solely for the convenience and benefit of the Guest, who may be charged for such services. Payment shall be made upon demand and prior to disembarkation. You accept and use medicine, medical treatment and any other services made available on the Yacht or elsewhere during the cruise at your sole risk and expense without liability or responsibility of the Carrier. Doctors, nurses, or other medical and service personnel work directly for the Guest and shall not be considered to be acting under the control or supervision of the Carrier, since the Carrier is not a medical provider. Similarly, Carrier does not supervise or control the actions of beauticians, manicurists, masseurs, photographers, instructors, connecting carriers, shore excursion or tour operators, and providers of any other personal services in connection with the cruise, who shall be considered independent contractors working directly for the Guest. Carrier makes no express or implied representations as to the suitability of any such service providers or their facilities, does not guarantee their performance, and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury, death, expense or delay in connection with such services. Guests agree to use all such services at their sole risk. The Guest agrees to indemnify Carrier in the event Carrier elects to pay the cost of all emergency medical care, including transportation connected therewith.

(B) EXCLUDED LOSSES

The Carrier is not liable for death, injury (including mental anguish), illness, damage, delay, nonperformance or other loss to person or property of any kind caused by act of God, war, civil commotions, insurrection, riots, government restraint, political disturbance, governmental interference, terrorism, piracy or other criminal activities, requisitioning of the Yacht, strikes, lockouts or labor trouble, explosion, fire, collision, stranding, foundering, breakdown or damage to the Yacht or its hull, machinery or fittings howsoever caused, inability to secure supplies or fuel, perils of the sea, tidal conditions, congestion in ports, docking or anchoring difficulties, thefts or any other cause or act beyond the Carrier's reasonable control or not occasioned by the Carrier's negligence. The Guest agrees that any/all such risks are contemplated as forming part of the proposed voyage and this Contract. Carrier shall in no event be liable to the Guest in respect of occurrences taking place off the Yacht or property or launches owned or operated by Carrier. The Yacht's Master may, in his sole discretion, proceed with or without pilots, assist other mariners or Yachts, or take any other action he in his sole discretion deems necessary or appropriate for the safety of the Yacht or any persons on board, or to assist in any emergency, including but not limited to changes in itineraries or routes. In such event Guest agrees such actions form part of the agreed conditions of this Contract and Carrier shall have no liability to Guest whatsoever for a refund or otherwise. If you use the Yacht's athletic or recreational equipment or take part in organized activities, whether on the Yacht or as part of a shore excursion, you hereby agree to assume the risks of injury, death, illness or other loss, for which the Carrier is not responsible.

(C) BAGGAGE AND PERSONAL EFFECTS

You may take a reasonable amount of luggage on board containing clothing, toilet articles and personal effects not weighing more than a total of 200 pounds per person. You must comply with any regulations, tariffs, terms or conditions of any airline or other transportation provider which may include a lower weight limit for baggage. You may not take on board firearms, controlled or prohibited substances or inflammable or hazardous items, or any items prohibited by local, state or national law. The Yacht's officers and crew have the right to enter and search your stateroom, baggage or person for any hazardous, controlled or prohibited substances or items. You agree that the carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to U.S. \$250.00 per Guest unless at least 3 weeks prior to embarkation the Guest declares in writing a higher value (in which event the higher value so declared up to a maximum of \$2,500.00 shall be the limit of the Carrier's liability), and the Guest pays to the Carrier at least three weeks in advance of embarkation the full cost of insurance for such declared values. In such event, Carrier's liability shall be fully discharged by the procurement of insurance that is subject to any applicable terms, conditions, exclusions and deductible. The Carrier does not undertake to carry as baggage any money, valuables, precious stones, gold, silver or any of the other articles listed in Section 4281 of the Revised Statutes of the United States (46 U.S.C. Section 181). You should arrange to have them shipped to your destination by other means. Carrier shall not be liable whatsoever, for negligence or otherwise, for any loss or damage to such items, or cash, negotiable instruments, documents, jewelry, computers, electronics, tools of the trade or product samples, dental or optical items of any kind, medications, sports equipment or cameras, whether kept in the cabin, in the Guest's baggage, in the Yacht's safe or security boxes or otherwise; or for loss or damage to property or baggage while not in the possession of Carrier on board the Yacht; or for damage due to wear, tear or normal usage. Items stored in the Yacht's safety deposit boxes are subject to the same limitations as set forth above. Under no circumstance will the Carrier be responsible for loss or damage to any item placed in the security boxes unless the identity of the valuables and their value have been declared in writing by the Guest. Any claim arising from damage or loss to baggage or property is subject to proof by the Guest of the actual cash value of the item(s) in question, up to the limits as set forth above.

(D) LIABILITY LIMITATIONS

Guest acknowledges and agrees that, for cruises that neither embark or disembark, nor call at any U.S. port, Carrier shall be entitled to any and all liability limitations and immunities provided under the Athens Convention Relating to the Carriage of Guests and Their Luggage by Sea of 1974, as well as the 1976 Protocol to the Convention Relating to the Carriage of Guests and Their Luggage by Sea ("Athens Convention"), which limits the liability of the Carrier for personal injury or death of a passenger to no more than 46,666 Special Drawing Rights as defined therein (approximately U.S. \$65,000 which fluctuates depending on the daily exchange rate as printed in the Wall Street Journal). In addition to all the limits, restrictions and exemptions of liability in this Contract, Carrier shall have the benefit of all statutes of the United States providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited to Title 46 U.S. Code Sections 182, 183, 183c(b), 183(b), 184, 185 and 186; as well as any other applicable nation's laws limiting the Carrier's liability. Carrier shall be entitled to claim the benefit of whichever law, regulation, treaty, doctrine or contractual provisions provides the greatest legal protections to Carrier.

(E) LIMITATIONS OF CERTAIN DAMAGES

The Carrier hereby disclaims all liability to the Guest for damages for emotional distress, mental anguish or psychological injury of any kind under any circumstances, unless such damages were either the result of a physical injury to the Guest, the result of that Guest having been at actual risk of physical injury, or such damages were intentionally inflicted by the Carrier.