

WINDSTAR CRUISES & CRUISE GURU GENERAL TERMS AND CONDITIONS



Deposit

Deposits are due immediately at time of booking.

The deposit amount is dependent on the selected voyage, destination and length of cruise and time of booking and is displayed on your booking confirmation. The deposit amount includes a Cruise Guru administration fee of A\$110 per person which is deducted from the final balance.

Only Australian dollar payments are accepted.

Deposits must be paid by Mastercard, Visa or American Express at time of booking. Credit card fees do not apply to Mastercard or Visa card deposit payments made online. Credit Card fees do apply to Mastercard or Visa card deposit payments made through the Cruise Guru call centre, please consult with your reservations cruise expert for applicable fees at time of deposit. Credit card fees do apply to American Express card deposit payments made online and through the call centre at 2% of total amount, processed and charged at time of payment.

Please note on select voyages a second deposit may be required before final payment to secure the booking. For your convenience the second deposit will be automatically deducted from the credit card used at time of first deposit. If you wish to use a different card for the second deposit please [Contact Us](#). If the second deposit is not processed and confirmed by due date the booking may auto cancel and be subject to cancellation fees.

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 Cruise Guru 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.

Final Payment

Full payment for all voyages must be received no later than the date stipulated on your booking confirmation. All reservations will auto cancel if payments are not received by the due date.

For your convenience, on the final payment due date, the final balance will be charged automatically to the credit card originally processed for deposit that we have on file. If you need to change your payment details including credit card details or new expiry date you must [Contact Us](#) a minimum of 5 days prior to payment due date. If your credit card should be declined or insufficient funds available, your booking will be automatically subject to cancellation fees and charges.

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Credit card fees may be charged on final balance for both Mastercard and Visa card at 1.3%. American Express will incur a 2% charge on the total amount processed. Alternative payment options are available through POLipay. Please enquire for details.

Third Party Credit Card Authorisation

During the booking process if you have made any payment against the booking using a credit card whereby the cardholder is not part of the travelling party, we are required to have a written consent from the cardholder giving Cruise Guru authority to process the charge via a Third Party Verification Form. This is a common business procedure where an individual authorises a payment on their credit card when they are not utilising the service. This requirement prevents unwanted and fraudulent chargebacks that can hurt the relationship between a business and the travelling party. Failure to submit the Third Party Verification Form on time will cause the booking to be cancelled. If in the instance the booking is cancelled or a refund is to be processed on the booking, funds due for refund will be refunded to the original form of payment less any applicable administrations fees. To access this form please contact our team.

Cancellations due to Covid-19

Due to the continued uncertainty surrounding the time frames of the current government travel restrictions, some cruise lines are altering their refund policies, offering Future Cruise Credits in the place of cash refund or credit card refund if your booking is cancelled for any reason in the future. Due to this uncertainty if your booking is cancelled for any reason, Cruise Guru will not offer cash or credit card refund unless we have the refund back from cruise lines or other suppliers. Cruise Guru fees apply.

Cancellations

Please [Contact Us](#) should you wish to cancel your cruise. All cancellation requests must be submitted by email. Cancellations must be received no later than 2pm EST/EDT on a scheduled NSW working business day for booking to be cancelled that day. Cancellations received after 2pm will not be processed until the following NSW working business day.

The cancellation fee amount will be advised by Windstar Cruises once the cancellation advice has been processed by Windstar Cruises

Cancellation Guideline

Days prior to Departure	Cancellation Charge
121 days or more	AUD75 Windstar cancellation fee PLUS Cruise Guru administration fee
120 – 90 days	15% of total fare PLUS Cruise Guru administration fee
89 – 60 days	50% of total fare PLUS Cruise Guru administration fee
59 - 30 days	75% of total fare PLUS Cruise Guru administration fee
29 days or less	100% of total fare PLUS Cruise Guru administration fee

Cruise tickets must be returned to Windstar Cruises before refunds (if owed) can be processed

Additional cancellation fees maybe imposed on non-cruise portions of your booking including pre/post accommodation packages and/or transfers.

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Cruise Guru & 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

In addition, guests will be liable for any additional fees charged by any non-cruise providers due to cancellations including a Cruise Guru cancellation administration fee of AUD110 per person charged on all cancellations regardless whether a cruise protection plan has been purchased. The Cruise Guru cancellation administration fee will be deducted from any refund due.

If there is insufficient funds from any refunds due to cover the Cruise Guru cancellation administration fee of AUD110 per person, Cruise Guru will charge the difference to the credit card held on file.

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

Cancellations by Supplier

If your service/s booked through Cruise Guru are cancelled for any reason, the service provider may offer Future Credits in place of cash or credit card refunds. Refunds from service providers can take up to 3 months to process. Cruise Guru will not offer cash or credit card refunds unless we have the refund back from cruise lines or other suppliers. Future Credits will have their own terms and conditions subject to cancellation and will be provided once the credit has been processed.

Partial Cancellations & Change in Stateroom Occupancy

Changes in stateroom occupancy when one guest cancels and the other guest 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.

Promotions such as onboard credits or other promotional inclusions can be affected by changes made to your booking.

Booking Changes & Amendments

Name changes require the prior approval of Windstar Cruises and may not always be possible. Cruise contracts are non transferable. Name changes and departure date changes are considered reservation cancellations and are subject to cancellation fees.

Windstar Cruises may charge additional fees for any amendments made to your travel arrangements after the due date for final payment, Name changes or additions will be allowed at Windstar Cruises discretion and are subject to cancellation charges and rate increases Amendment fees are not charged for stateroom upgrades, unless travel documents need to be reissued.

Cruise Guru Change and Amendment Fees

These fees are charged if Cruise Guru are required to make any of the following changes / amendments to bookings held by Cruise Guru

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Amendments to Existing Bookings – AUD50 per booking

- Name changes
- Cabin grade or cabin numbers
- Change in stateroom occupancy
- Cancellation of additional services including transfers, flights and pre and post accommodation
- Transfer of booking to another agency or directly to cruise line

Cancellation and Rebook – AUD110 per person

- Change in cruise departure date
- Full cancellations

Service Charges – AUD50 per booking

- Booking shore excursions
- Completing online check in
- Sending printed documentation for cruise lines where E-docs are available
- Sending brochures/shore excursion booklets and information internationally

Additional Price Match / Guarantee – AUD50 per booking

- There is NO charge for initial price match request. In the event of a further price match request, Cruise Guru will charge the above fee.

*Please be advised that Price Match / Guarantee requests must comply to [Price Match /Guarantee terms and conditions](#)

NO fees are charged for changing dining options, resending of E-docs and resending Cruise Guru invoices

Guests who do not wish to book directly online and prefer to book by phone, Cruise Guru reserves the right to charge a AUD50 booking fee.

Please note: Promotions/Inclusions such as onboard credit or other promotional inclusions may be affected by changes made to your booking.

Cruise Fare

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. Fares are capacity controlled and subject to change at any time up until you book without prior notice. Once booked, your fare is only subject to any increased government fees and taxes which will be added to the fare or to your on onboard account.

Non Refundable & Promotional Fares

Windstar Cruises may at times release special promotional fares that attract differing terms and conditions from those outlined within and reflected in the Windstar Cruises brochure and website. These may include different deposit amounts, different payment and cancellation conditions including non-refundable deposits and fares. To confirm if you have been booked on a promotional fare

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please check at time of booking with Cruise Guru for what conditions may apply to your booking.

In addition Cruise Guru may offer special promotions that will also attract different deposits, final payment dates and amounts from the cruise line.

When making a payment on these special promotions you are confirming your booking subject to the Cruise Guru special promotions terms and conditions.

Cruise Guru Reduced Deposit Promotions

1. Offer only valid on specific promotional period and subject to select cruises and availability
2. Non refundable and non transferable deposits to be paid to Cruise Guru upon confirmation of booking.
3. No Cruise Guru additional administration fee is collected or charged at time of booking for cancellations.
4. Final Payment due date will vary from standard booking due dates
5. If full payment is NOT received by final due date booking will AUTO CANCEL and no refunds will apply.
6. Once Final Payment has been received, Cruise Guru will charge a 10% cancellation fee of the FULL CRUISE VALUE in addition to the normal cruise line cancellation penalty.

Onboard Credits/Shipboard Credits & Promotional Inclusions

From time to time there maybe promotions which include onboard credits or other inclusions which are but not limited to speciality restaurant vouchers or drink packages/cards. These promotions can be applied to the cabin or to individual passengers. An Onboard Credit is a monetary amount which is applied to your onboard account for onboard purchases. Some Onboard Credits or promotional inclusions may not be combinable with other offers and are non-transferable. Any unused portion of the Onboard Credit will expire at midnight on the last night of your cruise and is not redeemable for cash at any time. Onboard Credit or other promotional inclusions are not transferable between any cruises, including consecutive cruises and fellow travellers. Any promotional inclusions not used will be forfeited on conclusion of the cruise.

Future Cruise Credits (FCC)

A Future Cruise Credit (FCC), can be thought of as a gift voucher for a cruise line (though there are restrictions as to what this particular gift voucher (FCC) covers). It is usually given to a passenger for a cancelled or somehow otherwise affected cruise. The FCC amount is typically calculated on the base fare paid for the cruise, less any taxes, gratuities, port charges, value-adds (for example, drinks packages or Wi-Fi) and additional pre-purchased onboard or onshore items (like spa treatments or shore excursions). These additional items are usually refunded to the original form of payment.

An FCC is attached to an individual passenger's name and profile, and can only be used to pay for that specific passenger's future cruise.

Each cruise line and FCC issued has its own terms and conditions such as expiry date and charges it cannot be used towards which are typically deposits, shore excursions, taxes and onboard spending. The Future Cruise Credit must be used

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within 24 months of certificate issuance on any future Windstar cruise. Future Cruise Credits are non-transferable and have no cash value. Windstar reserves the right to modify or terminate this policy at any time for bookings not yet made.

If your new cruise is more expensive than the value of your FCC, the difference will be required to be paid by the due dates. Depending on the conditions of the FCC and the cruise line, in the event your FCC is more than your future cruise, some cruise lines will allow the difference to remain as an FCC or the balance may be forfeited. An FCC can be redeemed as per its conditions on full priced cruises via Cruise Guru. Our Reservations team are able to help with all your FCC questions.

Options - Transfers, Pre & Post Accommodations

If you purchase transfers, pre or post accommodation packages through Windstar Cruises, you are required to provide your arrival/departure information to Cruise Guru. You need to [Contact Us](#) with your 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.

Guarantee Staterooms

If a GUARANTEED stateroom (cabin with no cabin number assigned), is booked an identical or higher category stateroom (for the same price) will be assigned at any time after booking is made and may not be advised until day of sailing. The allocated stateroom may be located on any passenger deck on the ship, but you will be assigned AT LEAST the category for which you paid. Your stateroom assignment will be advised when you check in for your cruise. Please note: Guarantee staterooms assigned may be equipped differently from general category description including certain staterooms with obstructed view and modified accessible staterooms. Special stateroom requests cannot be assigned to guarantee stateroom bookings.

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

Upgrade & Stateroom Change Policies

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 number booked to another stateroom in the same category due to operational reasons including when the number of people booked in the stateroom is less than the number of beds in the stateroom. Stateroom changes can occur at anytime including up to the day of sailing and is always at the discretion of Windstar Cruises. If you do not wish to have your stateroom changes, you need to advise Cruise Guru at time of booking your request to decline an upgrade or change in stateroom. Please note, the request to have no stateroom changes made to your booking cannot be guaranteed.

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Single Guests

Single occupancy may be available in select categories at a higher charge. The supplement for single use of a stateroom varies depending on availability, sailing date, duration and stateroom category for the chosen departure. Please note that the percentage of the sole occupancy supplement may be increased without prior notice. Single occupancy availability is capacity controlled and is always at the discretion of Windstar Cruises.

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

Confirmation for triple occupancy staterooms may sometimes be on a request basis and require external confirmation.

Fuel, Taxes and Surcharges

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.

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 – Onboard Service

To ensure the efforts of all Windstar Cruises crewmembers are recognised and rewarded, a Hotel Service Charge of USD14.50 per passenger (correct as of November 2021) 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

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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.

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 or as stated on the onboard daily program.

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 Diets

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.

Documents

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.

Passports / Visas / Immunisations

Cruise Guru & 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 disembarking the ship, 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.smarttraveller.gov.au for advice in these areas.

All matters relating to compliance with the laws and regulations of all immigration authorities are solely the passenger's responsibility. [Find visa information here.](#)

COVID Testing & Requirements

All cruiselines are working to the same goals of protecting their staff and guests. As such, cruiselines will have different policies and procedures on how this is handled which can change depending on the situation at time of departure. It is important you keep up-to-date with these policies and procedures in the lead up to your cruise. In most cases, a COVID test will be required prior to your cruise departure. You will be required to present a negative test result at time of check-

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in, along with your vaccination certificate status. Any further testing required by the cruiselines may incur a charge which will be applied to your onboard account. As the COVID situation around the World evolves, policies and procedures can change without prior notice. Our Reservations team will be able to offer you guidance in accordance to the current policies and procedures in the lead up to your departure.

Minors and Children

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. We seek, to the extent feasible, to accommodate the needs of persons with disabilities. There are no elevators on Wind Star and Wind Spirit nor were the yachts originally constructed to be wheelchair accessible. As a result, these yachts may be unsuitable for people relying solely on mobility devices. Wind Surf, Star Pride, Star Legend, and Star Breeze are equipped with elevators, although some of the passenger common areas are not wheelchair accessible. Staterooms on Wind Surf are not wheelchair accessible. Four (4) suites on the all suite yachts provide limited access for wheelchairs. Also note, there is no elevator access to board the yachts. Certain ports require the yacht to anchor; in this case guests must be ferried into port by using a gangplank to board a tender. Service animals are permitted on board yachts 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, we may find it necessary to ask the individual to make alternative travel arrangements. It is essential that Windstar Cruises is notified of any special medical, physical, or other requirements you may have at time of booking.

Shore Excursions

Windstar Cruises has planned an array of optional shore excursions of both general and special interest in the ports of call on your cruise. You may view available sightseeing options, view detailed descriptions, and purchase your shore excursions online. Each of our tours provides the highest level of quality, safety, convenience and value. Once you have booked your cruise and know your itinerary, you can

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easily book your shore excursions online, we recommend you book early for the best selection.

Travel Insurance

We strongly recommend 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. You can organise your insurance through Cover-More Travel Insurance by [clicking here](#)

Important Notice

The transportation of guests and baggage on Windstar Cruises vessels is provided solely by Windstar Cruises and is governed by the terms and conditions printed on the Passage Contract. The Passage Contract will be included with guests travel documents, is available upon request, or can be accessed through the website at <http://www.windstarcruises.com/>. This contains complete and important information regarding cancellations, itineraries, Windstar Cruises's liability, health and immigration requirements, and other relevant terms and conditions.

Responsibility

Cruise Guru accepts bookings subject to the following conditions:

Cruise Guru acts as the co-ordinator for all persons taking any service*, and in the making of arrangements for the service. Cruise Guru 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.

Cruise Guru acts 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 baggage and personal effects.

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

All matters rising to any service* provided by Cruise Guru but not in respect of other things governed by the law of the state of New South Wales.

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

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Privacy Policy

Information collected in the booking process will be treated in accordance with Cruise Guru's Privacy Policy as displayed on the Cruise Guru website.

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

For further information, please refer to the Windstar Cruises website www.windstarcruises.com or brochure.

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