

# LEGENDARY RHYTHM & BLUES CRUISE #33 October 26-November 2, 2019

## Terms & Conditions

Legendary = Legendary Rhythm & Blues Cruise | HAL = Holland America

**PAYMENT:** Payment in full must be received by Legendary Rhythm & Blues Cruise, LLC by July 26, 2019. Holland America booking numbers will be provided approximately 5-6 weeks prior to sailing, via email from Legendary, providing full payment and passport information has been received. If full payment is not received by July 26, 2019, Legendary Rhythm and Blues Cruise has the right to consider the reservation canceled, with cancellation penalties applied.

**CHANGES:** Must be **IN WRITING**. Any change made after cabin selection will be assessed a \$250 per person administration fee. Cabins are not transferrable.

**INSURANCE:** Travel Guard has 2 plans to choose from and can be chosen with their link on our website [www.bluescruise.com](http://www.bluescruise.com) or by calling 816-753-7979. Travel insurance is Highly Recommended.

**CANCELLATION:** In the event a passenger cancels his or her booking, the following fees become payable. All cancellations must be received **IN WRITING** to Legendary Rhythm & Blues Cruise, LLC. Cabins are not transferable.

Prior to June 26, 2019	\$250 Per Person
June 26-July 26, 2019	\$500 Per Person
July 27-August 30, 2019	50% of total cruise cost
August 31, 2019 and after	Non-refundable

The date that such written notice of cancellation is received will determine the applicable cancellation fees per the above schedule. No exceptions will be made to cancellation rates, so we recommend passengers secure appropriate cancellation insurance.

If the cruise is withdrawn by Legendary and/or Holland America Lines (HAL) before sailing date, you shall only be entitled to a refund of the amount received by Legendary from you and nothing more. Refunds are not made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

**FUEL SURCHARGE:** The rapid escalation of fuel prices has led to a current fuel supplement price. This amount may modestly go up or it may come down depending on future prices. We will be given an exact amount from HAL 60 days before the October 26, 2019 sailing. At that time you may be given a slight bill to cover any overages in HAL's daily supplement fees.

### SHIP & PORT FEES/TAXES: US\$250.00

Legendary Rhythm & Blues Cruise reserves the right to charge a port tax increase should a surcharge become necessary.

**GRATUITIES:** Our crew works very hard to make sure that every aspect of your cruise meets the highest standards. This includes those crew members who serve you directly, such as Dining Room wait staff and the stewards who service your stateroom each day. There are also many others who support their efforts whom you may never meet, such as galley and laundry staff. To ensure that the efforts of all of our crew members are recognized and rewarded, a daily Hotel Service Charge is automatically added to each guest's shipboard account. The daily Hotel Service Charge for suites is US\$15.00 per guest per day, and US\$13.50 per guest per day for other staterooms. (Subject to change without notice)

A 15% service charge will be automatically added to all bar and dining room beverage charges. In airports, terminals, ports of call and on shore excursions, we suggest you extend gratuities consistent with customary local practices.

**PHOTOGRAPHY:** Photos or videos may be taken on board the Legendary Rhythm and Blues Cruise, which may be distributed nationwide or worldwide. Passengers who sail on Legendary automatically authorize Legendary to use their likeness in such images. Artists may not be videotaped without their own written consent.

**TRAVEL DOCUMENTS:** You are responsible for obtaining all travel documents as well as compliance with Customs and Immigration requirements. You will be required to comply with all security measures imposed by governments which may change from time to time. We will endeavor to provide you with notice of measures which may affect you, but complying with any such requirements is your responsibility. United States and Canadian citizens must have a valid passport. Naturalized U.S. citizens are advised to carry their naturalization papers. Aliens who are permanent residents of the U.S. must carry their Alien Registration Card and passport. All others must have valid passports.

Passengers without proper documentation will not be allowed to board the vessel, and no refund of cruise fare will be given to any passenger failing to bring such documentation.

**SERVICE ON SHIP:** Valuables and personal funds should be placed in the safe deposit boxes. All charges on board ship are on a cashless basis, with credit being established before boarding of ship. Payment at end of cruise may be made by credit card or cash.

**SPECIAL HEALTH REQUIREMENTS:** Persons who have a physical or mental disability or a medical condition must report same to **LEGENDARY IN WRITING AT THE TIME RESERVATION IS MADE**. This information may be forwarded to HAL to the ship's doctor for review. Failure to provide such information 90 days prior to sailing may require Legendary to cancel your reservation assessing the appropriate cancellation penalty. Legendary and HAL reserve the right to revoke or refuse passage to anyone who may, in the sole judgment of HAL, require treatment, care or attention beyond that which the ship's facility can provide or whose mental or physical condition may make them incapable of a cruise voyage with you suffering the appropriate cancellation penalties. A qualified physician and registered nurse are on call 24 hours a day in the ship infirmary.

**SPECIAL DIET REQUIREMENTS:** Passengers wishing special diets or facing physical disabilities, must notify Legendary in writing of such requests at least 90 days prior to sailing.

### LAND PACKAGES/SHORE EXCURSIONS:

Shore excursions are offered for your enjoyment at an extra cost, which will be included in your ship documents. Each tour is operated in the various ports of call by local tourist service companies. Although provided by and arranged through HAL, the following are not under the control of HAL nor Legendary Rhythm & Blues Cruise, LLC: hotel stays, car rentals, sightseeing excursions, dive programs, shore-side restaurants, transportation by air, rail, bus, or other means, and any other service provided by a third party. The arrangements are made only as a convenience to the passenger. Holland America Lines and Legendary Rhythm & Blues Cruise, LLC shall not be liable for services and facilities provided by independent contractors resulting in any loss, damage, injury, death, or illness nor cost of any delay or cancellation.

**SMOKING POLICY:** For the comfort of all of our guests, beginning with sailings departing in 2017, all staterooms (cabins) including stateroom verandahs, showrooms and most other indoor areas are designated non-smoking. Smoking is also permitted on certain other designated, outside decks. The designated smoking areas for all ships are as follows unless otherwise noted.

- Sea View (Retreat) Bar/Pool on designated side of the ship
- Sun Bar
- Sports Deck - in designated areas only

Cigar and pipe smoking is not allowed anywhere inside the ship. It is only permitted on the outside decks where smoking is otherwise allowed. Electronic cigarettes and vaping devices are permitted in staterooms but are not permitted on stateroom verandahs. These devices may be used in all designated smoking areas listed above.

Any guest who smokes inside staterooms in violation of our policy will be charged a US\$250 cleaning fee per day of violation.

**ACCOMMODATIONS:** All cabins are priced for double occupancy, as there are no single cabins on board. Payment of the single supplement (200% of the double rate) does not imply better accommodation, only privacy. Similarly, triple and quad accommodations do not imply an extra large room, many triple/quad rooms are twin rooms with extra beds added. No refund or upgrade will be provided for accommodations simply because a passenger feels they have inadequate space.

**RESPONSIBILITY AND LIMITATION OF LIABILITY:** Your decision to purchase and pay a deposit for this cruise program constitutes your acknowledgment of and consent to all of the terms and conditions of the brochure, including the limitations of liability described in it. Legendary acts only as sales and marketing agents for the purpose of booking travel arrangements on HAL and various airlines. Legendary expressly disclaim any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent.

The tickets and vouchers issued for this tour program contain further limitations of liability. Details of these limitations will be made available to you in advance upon written request. Your acceptance of these tickets and vouchers constitutes an agreement to all of the terms and conditions stated on them. Under these terms and conditions, liability by passengers for damage to or theft of luggage, personal property, delay, circumstances on board your cruise ship or elsewhere is limited. In addition, your right to recover in a legal proceeding will be based upon the applicable law and forum stated in the ticket voucher. You will find on board your cruise ship, independent concessionaires which operate shops, photography, gaming, etc. Legendary accepts no responsibility for the actions of these independent concessionaires arising from your dealing with them. You must contact and deal or interact with them directly.

HAL and Legendary reserve the right to change or abandon all or any part of the cruise program and to change the ITINERARY whenever advisable or necessary. In this case HAL and/or Legendary will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds are not made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

Unforeseen illnesses or other emergencies may arise causing a cancellation by a band. Legendary reserves the right to alter bands contracted for this cruise if necessary. Legendary does not accept any responsibility for quality, value, reliability, or authenticity of any goods purchased while on tour, nor are they liable in any way whatsoever for any arrangements you may make to post, freight, or ship such purchases.

HAL and Legendary may, at their absolute discretion, require any person to withdraw from the cruise if it is deemed that the person's acts or conduct is offensive or a nuisance to other passengers, and Legendary shall have no further liability.



Questions?

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[www.bluescruise.com](http://www.bluescruise.com)