



# TERMS & CONDITIONS OF AN EXPEDITION CRUISE

By purchasing the Expedition Cruise performed by Poseidon Arctic Voyages Ltd d.b.a. Poseidon Expeditions (hereinafter with its affiliates, owners, officers, agents, employees, contractors and subcontractors collectively referred to as “Poseidon”), you (passenger/participant/depositor) enter the contractual relationship with Poseidon for the Expedition Cruise and accept the present Terms & Conditions.

**IMPORTANT:** Poseidon reserves the right to change the Terms & Conditions at any time with or without notice.

You can also find Poseidon general Terms & Conditions on website at [poseidonexpeditions.com](https://poseidonexpeditions.com) or to request the latest version of the Terms & Conditions from Poseidon prior to booking your Expedition Cruise.

## RATES AND ACCOMMODATION

**M/v Sea Spirit.** Expedition Cruise rates are quoted per person and based on passengers sharing a cabin. Cabin share is available only in the following categories: Triple Classic, Main Deck, Classic and Superior Suites.

Single accommodation in Main Deck Suite, Classic Suite and Superior Suite: 1.7x the shared rate; Single accommodation in Deluxe Suite, Premium Suite and Owner’s Suite: 2x the shared rate. Triple-share accommodations are restricted to either individual travellers of the same gender or parties of three.

Those who booked shared accommodations aboard the ship – on either triple- or double-occupancy basis – will also share accommodations at the pre-cruise hotel, if applicable.

**I/b 50 Years of Victory.** Expedition Cruise rates are quoted per person and based on passengers sharing a cabin. Cabin share is available only in Standard Twin cabin.

Single accommodation in Standard Twin cabin: 1.7x the shared rate; Single accommodation in Mini Suite, Junior Suite, Grand Suite, Victory Suite and Arktika Suite: 2x the shared rate.

Those who booked shared accommodations aboard the ship will also share accommodations at the pre-cruise hotel, if applicable.

## RESERVATIONS AND PAYMENTS

A deposit of 20% of the appropriate cabin rate is required to confirm the reservation of the Expedition Cruise. The final payment (80%) is due 90 days prior to the departure. The deposit can be made by credit card or via bank transfer. The final payment is to be made via bank transfer. All payments are to be made in the agreed currency indicated in the invoice.

Poseidon affiliate Poseidon Expeditions USA, LLC of Providence accepts credit cards and checks for deposits and final payments.

### PAYMENT DELAY

The date of payment is considered to be the date of crediting the funds to the account of Poseidon. In case of payment delay Poseidon has the right to apply payment delay fee which equals to 0.1% from the due amount for each day of delay.

In case the payment delay exceeds 10 days Poseidon has the right to cancel such reservation of the Expedition Cruise and consider all payments done before as a penalty for violating present Terms & Conditions.

### BOOKING CANCELLATIONS BY PASSENGERS

All requests for cancellation must be made in writing. Depending on the time of your written cancellation receipt by Poseidon, different penalties will apply to the entire expedition booking.

1. Reservations cancelled more than 120 days prior to departure are subject to:
  - USD 750/550 GBP/1000 AUD/650 EUR per person cancellation fee for cruises aboard m/v Sea Spirit
  - 5% per person cancellation fee for cruises aboard i/b 50 Years of Victory.
2. Reservations cancelled from 119 to 91 days prior to departure are subject to 20% per person cancellation fee.
3. Reservations cancelled 90 days or less prior to departure are subject to full fare forfeiture (cancellation fee is 100%).

**It is highly recommended that all travellers purchase travel cancellation and interruption insurance as protection against emergency and force majeure events that could cause trip cancellation, trip delay, interruption, after departure coverage and lost baggage.**

The services included in the Expedition Cruise rate are based on group participation and no refunds will be made for any part of the program in which passengers choose not to participate, including without limitation any helicopter flight time (for cruises aboard i/b 50 Years of Victory), Zodiac cruises or landings. It should be understood that refunds will not be made to passengers who do not complete the Expedition Cruise for any reason whatsoever.

## EXPEDITION CRUISE CANCELLATION BY POSEIDON

Poseidon reserves the right to cancel any departure due to insufficient reservations up to eight weeks before the date of departure.

In the very unlikely event (excluding Force Majeur events) that the Expedition Cruise is cancelled by Poseidon:

- prior to departure, Poseidon will provide a full refund of all money paid to Poseidon by the passenger. Passengers may also be offered alternative cruise dates. If the passenger accepts an alternative cruise date, the amount paid by the passenger for the original departure will be transferred to the alternative departure accepted by the passenger. If the passenger does not accept the alternative cruise date, Poseidon will provide a full refund of all money paid to Poseidon by the passenger.
- while it is in progress, Poseidon will provide a pro-rated refund of the funds received from the passenger.

Poseidon is not responsible for any costs or penalties relating to air transport or other third party's services that are cancelled.

## FORCE MAJEURE

Force Majeure means any event beyond a Party's reasonable control, which is unavoidable and extraordinary including without limitation acts of God, natural catastrophes/adverse weather conditions, epidemics, pandemics or any other viral outbreaks, global health emergencies, contaminations, public unrest/strikes, war, changes in laws or regulations, coercive measures by the state or quarantines, failure of the upstream supply chain, or other events with a similar impact, which unreasonably hinder or temporarily make the fulfilment of the route and the services on board partly or completely impossible, shall entitle Poseidon to postpone/suspend the performance of any travel services or the pursuit of the route for the duration of the hindrance in days.

In case Force Majeure event occurs prior to the departure Poseidon will use commercially reasonable efforts to offer the closest available or any substitute Expedition Cruise.

If passenger rejects the offer of the substitute Expedition Cruise, passengers will receive personal cruise credit or voucher (hereinafter CC/V) for the NET paid amount. CC/V will be valid for 12 months from the departure date of the affected Expedition Cruise and can be extended for another period of 12 months. If after all CC/V is not redeemed until its expiry Poseidon will reimburse the original amount in full. Such cancellation policy will be applicable unless the temporary (special) law or regulation is passed for the duration of the Force Majeure Event, which provisions will prevail.

In case Force Majeure event occurs while the Expedition Cruise is in progress Poseidon shall use its best effort for the Expedition Cruise to survive and/or to mitigate the impact of Force Majeure event on the Expedition Cruise performance.

## **TRANSFERRED RESERVATIONS/NAME CHANGES.**

Bookings transferred from one departure (more than 90 days prior to departure) to another, for the same passenger can be made at no charge, based on availability. The transfer of the booking to another departure can only be made once. Starting cancellation fee level for the transferred booking will be the same as the cancellation fee level for the original booking at the time of the transfer. By direct permission, and on a limited basis, name changes on a reservation can be made at a fee of USD 300 per person, but not less than 90 days before the departure.

## **CHILDREN**

Children must be at least 12 years of age to participate in the Expedition Cruise. However, Poseidon may accept children ages 6-11 on a case by case basis after additional consideration by Poseidon.

## **ON-BOARD LANGUAGE**

All voyages are conducted in English and German. For groups of passengers speaking other languages, Poseidon recruits multi-lingual staff members, who assist the passengers during briefings and lectures. Staff varies from voyage to voyage; please check when booking.

## **ON-BOARD AUTHORITY**

All passengers are subject to instructions or regulations given by the Captain or the Expedition Leader.

## **ON-BOARD PAYMENTS**

All payments are in US dollars. Passengers may run a tab that must be paid prior to disembarkation. Payments can be made in cash or via credit card.

## **ITINERARY**

The itineraries published on the Poseidon's website and in any other sources serve as examples only. Real itineraries of any Expedition Cruise (including all scheduled landings and excursions) in polar regions are heavily dependent on weather and ice conditions. Occasionally, conditions and/or safety concerns require itinerary changes. The Captain and the Expedition Leader will accordingly make every effort to find the best alternative to the original itinerary while keeping passengers informed and updated. It is understood that such decisions will be made in the interests of all passengers aboard and with regard to the safety of the vessel.

Itinerary changes are not subject to passenger approval/consent and in the event of such a change no refunds or price adjustments are possible.

Poseidon expressly reserves the right to change the itinerary, the date or place of departure due to weather conditions, availability of anchorages, political conditions and other factors beyond Poseidon's control without consulting the participants. Placement of a booking with Poseidon amounts to an acknowledgement that itinerary changes are possible.

## CHANGES IN VESSEL

Poseidon may at any time substitute vessels. Passengers will have no claim against Poseidon for inconvenience or expense whatsoever by reason of any change of the Vessel.

## PHOTOGRAPHY/VIDEO

Poseidon reserves the right to use photographs and/or videos taken during the operation of the voyage for promotional purposes for Poseidon and/or its sales agents. Passengers may not charge for their appearance in any photographs or video.

## SMOKING

Smoking in cabins or public areas of the ship is strictly prohibited by safety regulations. There will be a designated smoking place outside in a sheltered area.

## ALCOHOL

Alcohol beverages are available for sale in the on-board bar. Poseidon reserves the right to refuse alcohol to anyone deemed to be intoxicated.

## ELIGIBILITY

There are no specific physical requirements for travel in polar regions. However, the purchased Expedition Cruise is a cruise to the remote region of the world on a ship which, at times, may be in rough seas. Please also note that there is no specialized medical assistance available in these regions. Passengers with certain medical/health issues may not be appropriate for this type of expedition and are advised to exercise appropriate caution. Our medical information form lists a number of these conditions.

## PRE-DEPARTURE FORMS

Prior to boarding, specific passenger information is required by Poseidon for passenger safety and for international reporting regulations. Required information must be completed in the forms provided by Poseidon and submitted at least 60 days prior to departure. Final documents cannot be issued for passengers whose information has not been received.

**ADDITIONAL information for cruises aboard i/b 50 Years of Victory:** Please, be advised that in order to embark i/b 50 Years of Victory, the passenger is issued a special permit by Poseidon. This permit requires that individual passport details be submitted to Poseidon by the passenger. When boarding the vessel, the passenger must present the same passport as previously provided to Poseidon. Otherwise, the passenger will not be able to participate in the Expedition Cruise. In this case, the cost of the Expedition Cruise will not be refunded. Any changes in passport details (in particular, when a new passport was issued) must be submitted to Poseidon no later than 45 working days prior to the Expedition Cruise departure date.

## PASSENGER MEDICAL INFORMATION

Poseidon requires all passengers to submit basic medical information prior to departure. Upon receipt of that basic medical information, specific physical conditions may necessitate additional documentation from a passenger's physician certifying fitness to travel on a polar expedition voyage. If additional medical confirmation is requested, boarding will not be allowed absent receipt of that confirmation.

**IMPORTANT:** Please be advised that prospective passengers must carefully consider whether their health condition is adequate for participation in the Expedition Cruise taking place in remote and hard-to-reach regions, where emergency evacuation is not always available. Passengers must complete the provided medical information form and provide Poseidon with permission from their physician in case of serious or chronic medical conditions.

If the passenger decides to participate in the Expedition Cruise in spite of a medical condition and/or the concerns of their physician and their condition deteriorates while aboard, requiring emergency evacuation that the passenger's insurance company does not recognize as appropriate and/or legitimate, all evacuation expenses will be borne by the passenger.

Poseidon has a pregnancy policy that women are welcome with explicit doctor's permission and having signed a specific waiver. Pregnancy policies of carriers (ship owners, airlines, bus companies, hotels, etc.) may also apply. Please note that medical information will, of necessity, be available to designated Poseidon's staff.

Please note that regardless of general eligibility there may be instances where environmental conditions require a level of fitness/mobility. In these cases, individual participation in the landing(s) in question may be restricted by the Captain, Expedition Leader, or ship's doctor.

### MEDICAL EVACUATION AND REPATRIATION INSURANCE FOR EXPEDITION CRUISES:

**aboard m/v Sea Spirit.** It is mandatory for all passengers travelling with Poseidon to carry adequate travel insurance that must contain medical, evacuation and repatriation coverage. Passengers must ensure that their purchased insurance includes cruise travel in the polar regions, and has evacuation and repatriation coverage of no less than US\$ 200,000 per person (for Arctic and Antarctica cruises). For cruises in non-polar regions, a minimum of US\$ 100,000 of evacuation and repatriation insurance coverage is required. As part of the pre-departure forms that passengers complete, Poseidon requires information as to the insurance company name, policy number, amount of coverage and 24-hour contact number. Any risks not covered by the insurance policy provided are the responsibility of the passenger at his/her own expense. Passengers must have proof of insurance while aboard and produce it if requested.

**aboard i/b 50 Years of Victory.** All passengers are covered by a medical insurance policy to the value of 100.000 EUR per person and the policy includes emergency evacuation and repatriation from remote regions. This is only for passengers under 90 years old. Passengers over 90 years old are to purchase their own insurance policy with coverage not less than 100,000 EUR. Such policy is to cover risks of repatriation/evacuation from extremely remote

territories, and is to be sufficient for travelling in the High Arctic. Any risks, not covered by the insurance policy provided, are to be covered by passengers at his/her disposal and at his/her own expense. Insurance is in effect only on board the Ship and outside the port of Murmansk.

## RESPONSIBILITY

The payment of a deposit or full payment for a reservation on this tour shall constitute consent to all the provisions contained herein.

Poseidon is not responsible for any costs or penalties relating to air transport or other services that are cancelled. Poseidon is not liable for failure to provide the services or accommodations offered to the extent that such services or accommodations cannot be provided due to force majeure or other circumstances beyond its control.

Poseidon is a qualified tour operator that organizes and administers its polar voyages. Poseidon will provide services in conjunction with local operators and air and sea operators. The designated operator(s), in turn, acts only as an agent for any transportation carrier, hotel, ground operator, or other suppliers of services connected with these tours ("other providers"), and the other providers are solely responsible and liable for providing their respective services. The passenger tickets in use by the carriers shall constitute the sole contract between the carriers and the passenger; the carriers are not responsible for any act, omission, or event during the time participants are not aboard their conveyances.

Poseidon and its designated service providers shall not be held liable for (a) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (b) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. The participant waives any claim against Poseidon for any such loss, damage, injury, or death. In the event of Itinerary change due to any unforeseen circumstances or due to force majeure Poseidon is not to be held liable for any costs incurred by passengers in this case and no refunds or price adjustments are possible.

By registering for our voyage, the participant certifies that he/she does not have any mental, physical, or other condition or disability that would create a hazard for him/herself or other participants. Poseidon and its designated tour operator reserve the right in their sole discretion to accept, decline to accept, or remove any participant from a voyage.

Poseidon reserves the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of participants.

If a passenger misses any scheduled sailing of the vessel from any port or place, including any stopover, Poseidon shall not be liable for any costs, expenses or damages incurred by the passenger as a result of his/her action and no refund of fare shall be granted.

### **BAGGAGE**

Baggage and personal effects are at all times the sole responsibility of the participant.

### **LIMITATIONS**

Passengers are not permitted to bring or have on board any pets or animals, firearms, flammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port to be visited.

### **ACCEPTANCE OF THE TERMS & CONDITIONS**

Acceptance of the initial services to be provided during the Expedition Cruise shall constitute an acceptance by the Expedition Cruise passenger of these Terms & Conditions. On advancement of deposit to Poseidon, the depositor therefore agrees to be bound by the above-recited Terms & Conditions.