



# EXPEDITION CRUISE ABOARD M/V SEA SPIRIT

By purchasing this product, you accept the present Terms and Conditions. In case you do not accept any of the Terms and Conditions of Poseidon Arctic Voyages Ltd. d.b.a. Poseidon Expeditions (Operator hereafter) you will not be able to take part in the expedition cruise.

**Rates and Accommodation.** 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, Premium and Owner Suite: 2x the shared rate. Triple-share accommodations are restricted to either individual travelers 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.

**Reservations and Payments.** A deposit of 20% of the appropriate cabin rate is required to confirm the reservation; the final payment (80%) is due 90 days prior to the departure. All payments are to be made in the agreed currency indicated on the invoice. The deposit can be made by credit card or via bank transfer. The final payment is to be made via bank transfer. North American office also accepts credit cards and checks for deposit and final payment.

**Payment Delay.** The date of payment is considered to be the date of crediting the funds to the account of Operator.

In case of payment delay Operator has the right to apply payment delay fee which equals to 0.1% from the due amount for each day of delay.

**Booking Cancellations/Refunds.** All requests for cancellation must be made in writing. Reservations cancelled more than 120 days prior to departure are subject to a USD 750 per person cancellation fee. Reservations cancelled from 119 to 91 days prior to departure are subject to 20% per person cancellation fee. Reservations cancelled 90 days or less prior to departure are subject to full fare forfeiture (cancellation fee is 100%). **For these and other reasons mentioned below, passengers are strongly encouraged to obtain trip cancellation insurance.**

The services included in the 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 any Zodiac cruises or landings. It should be understood that refunds will not be made to passengers who do not complete the tour for any reason whatsoever.

**Voyage Cancellation.** Operator reserves the right to cancel any departure due to insufficient reservations up to eight weeks before the date of departure (passengers may be offered alternative cruise dates). Operator also reserves the right to cancel any departure up until the date of that departure due to force majeure or other circumstances beyond the control of Operator that prevents the operation of the tour (this also includes governmental and administrative decisions).

Operator or its agents are not responsible for any costs or penalties relating to air transport or other services that are cancelled. Operator 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.

**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. 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, Operator may accept children ages 6-11 on a case by case basis after additional consideration by the Operator.

**On-board language.** All voyages are conducted in English and German. For groups of passengers speaking other languages, Operator 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 which must be paid prior to disembarkation. Payments can be made in cash or via credit card.

**Itinerary.** The itineraries published on the Operator'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.

Operator 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 Operator's control without consulting the participants. Placement of a booking with Operator amounts to an acknowledgement that itinerary changes are possible.

**Photography/Video.** Operator reserves the right to use photographs and/or videos taken during the operation of the voyage for promotional purposes for the Operator 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. Operator 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 Operator for passenger safety and for international reporting regulations. Required information must be completed in the forms provided by Operator and submitted at least 60 days prior to departure. Final documents cannot be issued for passengers whose information has not been received.

**Passenger Medical Information.** We require 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 expeditions voyage. If additional medical confirmation is requested, boarding will not be allowed absent receipt of that confirmation. Operator 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 Operator'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.** All passengers are required to carry valid evacuation and repatriation insurance which must contain medical and evacuation coverage.

As any potential evacuation from the polar regions can cost up to US\$150,000 for the Arctic and up to US\$200,000 for Antarctica, we recommend that no policy carries less than this amount of coverage. As part of pre-departure forms Operator will require information as to the insurance company, policy number, amount of coverage and 24-hour contact number. 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.

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

Operator or its agents are not responsible for any costs or penalties relating to air transport or other services that are cancelled. Operator 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.

Operator is a qualified tour operator that organizes and administers its polar voyages. Operator 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.

Operator 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 Operator for any such loss, damage, injury, or death. In the event of Itinerary change due to any unforeseen circumstances or due to force

majeure Operator 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. Operator and its designated tour operator reserve the right in their sole discretion to accept, decline to accept, or remove any participant from a voyage. Operator 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, Operator 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 onboard 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 on the trip shall constitute an acceptance by the trip member of these terms and conditions. On advancement of deposit to Operator, the depositor therefore agrees to be bound by the above-recited Terms & Conditions.