

EXPEDITION CRUISE

ABOARD M/V SEA SPIRIT

By purchasing this product you accept the present Terms and Conditions. In case you disagree to any of the Terms and Conditions of Operator you will not be able to take part in the expedition cruise.

Rates. Voyage rates are quoted in USD and are based on passengers sharing a cabin. Rates for all voyages are based on anticipated fuel costs at the time of departure multiplied by a maximum daily usage.

Poseidon Arctic Voyages Ltd. d.b.a. **POSEIDON EXPEDITIONS** (Operator hereafter) has the right to add fuel surcharge to the cruise cost in case of a dramatic rise of fuel cost. Operator will do so only in order to cover only the increase in fuel costs, may apply. In this case agents will be notified immediately and passengers will have the right to cancel their reservations within 14 days of notice of increase without penalty.

Reservations. To confirm a booking a deposit of 20% of the published rate per person is required. Final payment is due in full 90 days prior to departure. Within 90 days of departure, full payment is required to confirm a booking.

Accommodation: Cruise rates are quoted per person and based on passengers sharing a cabin. Single supplement: 1.7 for Main Deck and Classic Suite, Superior; 2 for Deluxe, Premium and Owner Suite. Triple-share accommodations are restricted to either individual travelers of the same gender or parties of three. Those booking shared accommodations aboard the ship – on either triple- or double-occupancy basis – will also share accommodations at the pre-cruise hotel (if applicable)

Payments. All payments are to be made in US dollars. Payments are made via bank transfer or by credit card.

Booking Cancellations/Refunds. All cancellations must be received in writing. Reservations cancelled more than 120 days prior to departure are subject to a USD 750 per person cancellation fee. Reservations cancelled from 120 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.

Voyage Cancellation. Poseidon Arctic Voyages Ltd. d.b.a. **POSEIDON EXPEDITIONS** (Operator hereafter) 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).

In the very unlikely event that a voyage is cancelled prior to departure Operator will provide a full refund of all funds paid to Operator. Should a voyage cancel while in progress, Operator will provide a pro-rated refund of the funds paid to Operator.

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.

Upgrades. Periodically to maximize available inventory, passengers may be upgraded into higher level cabins. These unsolicited upgrades are made at no charge, however open inventory in upper level cabins is only filled on an unsolicited basis when needed to secure reservations in other categories. In any event no upgrades will be made without prior notification.

Single supplements. Single occupancy of a twin cabin is available at 1.7 times the twin rate and available only in Main Deck, Classic and Superior Suites; single occupancy of a twin cabin is available at 2 times the twin rate in the Deluxe, Premium and Owner Suites. Cabin share is available only in the following categories: Triple Classic, Main Deck, Classic and Superior Suites.

Children. In general, our policy is that children must be at least 12 years of age to participate in a **POSEIDON** EXPEDITIONS voyage. However, we may on a case by case basis accept children ages 8-11 with additional screening.

Onboard 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.

Onboard authority. All passengers are subject to instructions or regulations given by the Captain or the Expedition team.

Onboard 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 CC.

Itineraries. **POSEIDON** EXPEDITIONS' captain and expedition team will do everything possible to complete the voyage as outlined in the voyage itinerary. However itineraries (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 expedition team will accordingly make every effort to find the best alternative to the original itinerary while keeping passengers informed and updated. Itinerary changes are not subject to passenger approval/consent and in the event of such a change no refunds or price adjustments are possible. 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 company and/or its sales agents. Passengers who prefer that their images not be used are asked to identify themselves to Operator and its agent, prior to embarkation.

Smoking. There is no smoking inside the ship. There will be a designated smoking place outside in a sheltered area.

Alcohol. Alcohol is available for sale in our 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 we are traveling to the remote region of the world and we are traveling on a ship which, at times, may be in rough seas. 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 not only for passenger safety, but for international reporting regulations. Required information must be completed in the forms provided by Operator and in our possession 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 voyage to Antarctica. 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 **POSEIDON EXPEDITIONS** 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.

Travel Insurance. All passengers are required to carry valid travel insurance. This insurance must contain medical and evacuation coverage and should include cancellation and trip interruption as well. As any potential evacuation from Polar Regions can cost up to \$150,000 for Arctic and up to \$200,000 for Antarctica, we recommend that no policy carry less than this amount of coverage. As part of the pre-departure forms Operator will require information as to carrier, policy number, and a 24-hour contact number.

All prices quoted are for cruise only. Our ground agents can assist with arrangements for additional hotel nights, private transfers and land excursions.

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.

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.

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

Resolution of disputes. 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.