

## Terms and conditions



### **General Travel Terms and Conditions Oceanwide Expeditions B.V.**

Thank you for deciding to book a trip with Oceanwide Expeditions (hereinafter referred to as: "OE"). Before making a definite booking, we recommend you (hereinafter referred to as "contracting party") to read carefully the following travel conditions. These general travel conditions and the term contracting party apply both to private persons (direct booking) and to (travel) organisations (see par. 1.2).

*N.B.: when referring to OE, this automatically includes the affiliates, owners, officers, agents, employees, associate and/or sister companies of OE.*

### **1. Reservation of trip / travel notification**

**1.1** The contract comes about by means of a written acceptance by the contracting party of the offer of OE, and/or payment of the required deposit or invoiced total amount, upon which a binding travel contract with OE is effected, to which all conditions set out in paragraph 1.3 up to and including paragraph 11.3 apply. If the contracting party in addition to him/herself also lists one or more other persons on one notification form, this contracting party is automatically personally responsible for all obligations ensuing from the travel contract (in line with the general travel conditions of OE) which concern himself and the other persons booked.

**1.2** If the contract has come about by means of a written acceptance and/or payment as per par. 1.1 by a (travel) organisation (as in the case of but not limited to tour operators, agencies, travel agents, foundations, societies etc.), this (travel) organisation enters into a binding travel contract with OE. The (travel) organisation in question is then exclusively considered the contracting party to which all conditions set out from paragraph 1.3 up to and including paragraph 11.3 apply, irrespective of the possibility that the (travel) organisation in turn enters into a binding travel

contract with clients it has recruited (such as but not limited to, private persons, members of the (travel) organisation, travel agents and third parties in general).

**1.3** The contracting party shall - before the effecting of the travel contract and its implementation - provide OE with the necessary (personal) data concerning him/herself or third parties - in the case of a (travel) organisation: the client(s) of the (travel) organiser. Incorrect or incomplete provision of (personal) data can result in faulty vouchers, air tickets etc. OE shall not be held liable for such.

**1.4** All trips booked through OE will be confirmed by OE by means of a confirmation (invoice) sent to the contracting party.

## **2. The travel offer / the travel elements**

**2.1** The scope of the travel offer (the travel elements) booked by the contracting party is contractually recorded in the travel confirmation (invoice), in combination with the description from the most up-to-date brochure / programme description, sailing schedules, day-by-day itineraries of OE and / or (other) relevant publications of OE.

**2.2** OE bears no responsibility for photos, brochures and other information material, insofar as these have been published or distributed under the responsibility of third parties, nor for any undertakings, expectations or promises of third parties towards the contracting party.

## **3. Payment**

**3.1** On the effecting of the travel contract, the contracting party must pay an advance of 20 % of the total price to OE, unless otherwise stated in the travel confirmation. The remainder of the price must have been received 60 days before departure date by OE. If the travel contract has been agreed within 60 days of departure, the full price must be paid immediately. Other (deviating) payment policies may be applicable; these are valid only if confirmed by OE in writing (in e.g. the original offer made, travel confirmation, (block charter) agreements/contracts or in additional (separate) written confirmations) and these payment policies shall prevail over those of the here above mentioned standard payment policy.

**3.2** After full payment has been received, the travel documents will be sent to the contracting party.

**3.3** If the contracting party fails to fulfil the payment obligations, OE will send him/her a written reminder and he/she has the possibility to make immediate payment. If the payment is still not made, the contracting party is liable to pay interest on the sum due of 1% for each month or part of a month of default. Furthermore he/she is liable

to pay compensation of extra-legal collection costs equal to 15% of the sum claimed, with a minimum of 50 EURO. If the contracting party fails to comply with his/her payment obligations, OE reserves the right to cancel the contract on the day of default, with no further obligations. OE is (however) entitled to charge the cancellation costs incurred (in line with paragraph 6 or as agreed otherwise in the travel confirmation).

**3.4** If the payment is then made, but OE cannot send the travel documents on time (before the start of the journey) to the contracting party, any additional dispatch costs will be charged to the contracting party. OE may not be held responsible for any travel documents not arriving on time or any (further) events that may cause postponements / cancellations, resulting from late payments.

#### **4. Changes in travel elements / price changes**

**4.1** Changes in the travel offer, agreed in the travel confirmation / invoice (which occur before the start of the journey) are permitted only if they do not substantially alter the nature of the trip. This includes, among other things, changes made by the airline, changes in flight departure times, changes referring to hotel overnight stays before or after the main journey, minor changes in the travel programme or excursion offer. Such changes may not be used by the contracting party as a reason for cancelling the travel contract or to put forward a claim of any kind to OE.

**4.2** The agreed price is based on the prices, exchange rates, duties and taxes as known to OE at the time the publication went to press and at the time of the travel confirmation. OE reserves the right to raise the agreed price (on the grounds of, among other things, unforeseeable increases of e.g. exchange rates, sudden increased prices of accommodation providers, airlines, duties, taxes, harbour dues and fuel prices). In the case that a price alteration is considered necessary by OE, OE is obliged to inform the contracting party in writing of this at the very latest 60 days before the day of departure. Price increases made within 60 days of the start of the journey are not permitted. In the case of a price increase of more than 5 % of the total price of the trip, the contracting party is entitled to cancel the trip without incurring any costs.

#### **5. Cancellation of the trip by OE**

**5.1** Notwithstanding to what is mentioned elsewhere, OE reserves the right to cancel any trip prior to or during the departure for compelling reasons, in which case the payment in advance (indicated in the invoice / travel confirmation) will be paid back to the contracting party and OE does not accept any claims, that may be related to such a cancellation, such as but not limited to loss of joy (of holiday),

consequential and/or indirect (commercial) damages, loss of earnings and or profit, loss of market, loss of business, loss of customers, loss of opportunities, commercial losses or damages, loss of or damage to commercial image and or reputation. OE is furthermore not liable for and does not accept any claims for any costs made by the contracting party, such as but not limited to other travel elements such as but not limited to flights, hotels, connecting programmes, (travel)insurance's etc.

**5.2** Notwithstanding to what is mentioned elsewhere, OE has the right to cancel the scheduled trip up to 30 days before departure, if the minimum number of participants has not been achieved. Any payment already achieved from the contracting party will be paid back by OE if the contracting party is not in agreement with an alternative trip offered by OE.

**5.3** Notwithstanding to what is mentioned elsewhere, OE has the right in the case of force majeure (such as but not limited to war, uprising, natural disasters, abnormal / exceptional weather and ice conditions, legal stipulations of the local/regional authorities and other events and situations that are beyond the control of OE) to cancel the trip. OE may not be held liable for force majeure. If situations of force majeure occur before departure date and OE should cancel the trip, payments made in advance will be paid back to the contracting party. If situations of force majeure occur during the trip, OE will try to offer an alternative programme. If this is not possible, either OE or the contracting party is entitled to cancel the trip. In such a case, OE may not be held financially liable. OE is obliged to assist the contracting party - in the case of a (travel) organisation: the client(s) of the (tour) organiser - in obtaining a return trip/flight. The contracting party him/herself is responsible for the costs of this.

## **6. Cancellation of the trip by the contracting party**

**6.1** The contracting party may cancel the travel contract (exclusively in writing) at any time before the beginning of the trip. In the case of cancellation by the contracting party, OE is entitled to charge the following cancellation fees to the contracting party:

- up to and including 90 days prior to departure: 20 % of the total price;
- from 89 days up to and including 60 days prior to departure: 50 % of the total price;
- from 59 days up to and including the day of departure: 100 % of the total price .

**6.2** Other (deviating) cancellation policies / fees (for example in the case of group charters, block charters or whole boat charters) may be applicable; these are valid only if confirmed by OE in writing (in e.g. the original offer made, travel confirmation, (block) charter agreements or in communication sent later) and these cancellation

policies shall prevail over those of the cancellation policy / fees as mentioned in paragraph 6.1.

**6.3** In the case of flight and hotel reservations, a 100 % cancellation fee will apply for those involved costs unless this is a non-refundable ticket / hotel accommodation; in that case the terms and conditions of the related airline company / hotel will apply.

**6.4** If the contracting party after booking wishes to introduce changes into the booked trip, this is considered a cancellation and the cancellation costs stated in par. 6.1 and 6.2 apply. In case of minor changes, OE is entitled to charge reservation costs of at least 50 EURO per alteration.

**6.5** OE STRONGLY RECOMMENDS the contracting party in the case of a (travel) organisation: the client(s) of the (travel) organiser to take out a cancellation insurance to cover the costs of any cancellation of the trip (see also par. 10.4).

## **7. Liability of OE**

OE is responsible for the selection of accommodation, providers of ships, hotels etc., composition and the quality control of the travel elements and excursions, description of the travel elements in the OE brochures and other publications, the processing and control of the travel confirmation and the travel documents. OE is obliged to aim for a correct execution of the trip according to the travel contract and in line with the expectations the traveller may reasonably have on the grounds of the contract.

## **8. Exclusion and limitation of the liability of OE**

**8.1** OE acts as intermediary for the sale of travel elements between on the one hand providers of accommodation /services (such as but not limited to a stay in a hotel, a voyage with a ship, services of dive bases and providers of transport, including helicopters) and on the other hand the contracting party and therefore the liability of OE is excluded. In these cases the conditions of the relevant providers of accommodation/services and/or the stipulations of (inter)national law applies and OE can not be held liable for events such as but not limited to complaints, claims, loss and damage of possessions/baggage, personal injury, death etc.

**8.2** All travel elements booked with OE, such as but not limited to a stay on board of a ship and/or excursions and/or programmes off ship (such as but not limited to walking, sightseeing, hiking, camping, mountaineering and/or excursions or programmes on or in the water, incl. kayaking, (scuba) diving, swimming, snorkelling, zodiac driving/cruising and flying activities including helicopter flights) are for 100 % own risk of the contracting party - in the case of a (travel) organisation: the client(s)

or the (travel) organiser. OE is therefore not liable for any damage, such as but not limited to (bodily) injury, illness, death etc. whatever the reason or cause may be, including consequential and/or indirect (commercial) damages as set forth in par. 5.1. For diving trips and or supplements and/or for programmes and/or trips for which this is explicitly indicated (such as but not limited to trips with helicopters), the contracting party must sign a Liability Release Form (Waiver), a health certificate signed by a doctor and – in the case of a dive trip - an internationally accepted diving certificate. If the contracting party does not have the required diving certificates and/or diving experience as required for participation, OE is entitled to decide to offer an alternative programme for the contracting party in question or to exclude this person from (certain parts of) the (diving) programme. These limitations apply also if the contracting party is not in possession of the correct (diving) gear, as stated in publications of OE. In the case of exclusion (or of a mandatory alternative programme) the contracting party is not entitled to make any claims (for restitution).

In the case of all (other) travel elements, the contracting party should enjoy generally sound health, according to the guidelines as mentioned in the publications of OE, including the Personal Information Form, that has to be filled out by the contracting party and should be returned to OE. In any case, If the contracting party - undertaking the trip of OE - does not enjoy generally sound health, OE has the right to offer the contracting party an alternative programme or to exclude him from (continuation of) the trip / travel elements. In the case of such an alternative programme or exclusion, OE will not accept any claims (for restitution).

**8.3** If OE offers the contracting party an air travel component, including helicopter flights, all liability (such as but not limited to death, injury, delays, cancellations, refunds, loss and damage of baggage) of OE is excluded, even if such an event is at the cost of other travel elements of the trip booked or if such an event would change, postpone, cancel the (nature/scope) of the trip and /or other travel elements) and for this travel component the conditions of the relevant airline and/or helicopter operator and – if applicable - international conventions apply.

**8.4** OE may not be held liable for loss, damage and robbery of travel documents, baggage or other possessions.

**8.5** Notwithstanding to what is mentioned elsewhere, OE shall accept no liability for damage for which there is a claim to compensation based on a travel and/or cancellations insurance (whether effected or not).

**8.6** OE may not be held liable for damage as a consequence of the travel contract not being correctly implemented, if the deficiency in the execution of the contract is attributable to the contracting party.

**8.7** The trips offered by OE are mainly conducted in “marginal zones” and require the qualification of expedition trips to places where infrastructure and (medical) facilities are often lacking. On booking the trip, the contracting party fully understands that those trips can not be comparable with any other trip. If for any reason such as but not limited to weather conditions, sea currents, nautical reasons, ice-conditions etc., the decision is taken by OE to change the programme and/or the programme cannot be carried out according to the travel description and (certain) places described in the travel programme cannot be visited and/or OE deviates from the programme, if OE has the opinion that such deviation will benefit the quality of the programme, or the trip has to be postponed or (partly) cancelled, OE is not liable for any claims, such as but not limited to refunds, damages, non-fulfilled expectations etc. of the contracting party.

**8.8** Notwithstanding to what is mentioned in 8.7, OE has the right to delay or postpone the (remainder of the) trip with a maximum of 24 hours, for any reason in terms of a proper and / or safe execution of the trip, such as but not limited to ship operational matters including spare parts, documents, provisions, crew and staff related matters including flight arrivals. OE accepts no claims such as but not limited to refunds. In the case of longer delays (except for helicopter flights/operations), the contracting party has the right to cancel the trip and OE will refund the travel price booked by OE, or in the case this longer delay occurs during the trip, the travel price will be paid back on a pro rata basis. Other travel elements such as, but not limited to, flights and hotels will not be refunded.

If for any reason the helicopter flights/operations can not be offered, such as but not limited to weather, ice, nautical conditions, technical reasons and break-downs of the helicopters, no claims of any kind such as but not limited to refunds - will be accepted by OE, not even if this such an event would change, postpone, cancel the (nature/scope) of the trip and /or other travel elements of the trip.

**8.9** The contracting party – having booked a ship's voyage - is free to use the services of the doctor and medical facilities, however neither the doctor nor OE can be held liable for any claims arising out of such services and does not accept any claims.

**8.10** Should OE decide to carry out a medical evacuation during the trip and this may result in alteration or cancellation of the scheduled trip, OE accepts no claims of any kind such as but not limited to refunds.

## **9. Obligations of the contracting party**

In the case of a (travel) organisation: instead of "contracting party" (in paragraphs 9.1 up to and including 9.4) read also "the client(s) of the (travel) organiser".

**9.1** The contracting party is obliged to comply with all instructions given by OE and the travel leadership (such as but not limited to trip leaders, guides, diving instructor and diving assistants, captain and crew of the ships, helicopter personal/pilots, local agent and the personnel of accommodation providers such as hotels, resorts and diving locations) in order to benefit the sound execution of the trip. The contracting party is 100 % liable for damage caused by any improper behaviour, such as but not limited to damage to the environment, damage towards fellow travellers or material, damage to the hotels, ships or resorts, to be judged according to the standards of behaviour of the model traveller. The contracting party must not commit any breach of any enactment or Law in the country, including regulations and guidelines such as but not limited to the Antarctic Treaty, International Association of Antarctica Tour Operators (IAATO) and Association of Arctic Expeditions Cruise Operators (AECO) and any breach or violation is solely the responsibility of the travel participant.

**9.2** Apart from possible punishment by Law, any contracting party who commits a breach of any enactment, Law or guideline and / or causes such disturbance or who threatens to cause such disturbance, that the proper execution of (part of) a trip is seriously hindered or could result in danger for the contracting party and/or the fellow travellers including OE and / or the environment, can by or on behalf of OE (trip leadership or the local representatives) be excluded from (continuation of) the trip (components). In the case of exclusion, the contracting party is not entitled to make any claim for restitution of (part of) the price.

**9.3** If the disturbing behaviour and/or damage and/or breach/violation (as described in paragraphs 9.1 and 9.2) should occur, all costs resulting from this shall be charged to the contracting party.

**9.4** The contracting party is obliged to inform the tour leadership of OE of any negligence noted in the execution of the travel contract, which is noted by him at the location – in the case of a (travel) organisation: noted by the client(s) of the (travel) organisation. This should be done as quickly as possible, in writing, or other appropriate form of communication, to the relevant tour leader/expedition leader of OE or the captain of the vessel, who shall immediately do his utmost to find an appropriate solution.

**9.5** If an immediate solution for the complaints cannot be found, the contracting party – in the case of a (travel) organisation the client(s) of the (travel) organisation should present these complaints to the relevant (travel) organisation, where the trip was booked, upon which the (travel) organiser shall inform OE - shall be obliged to report the complaint to OE and request help. In the case of complaints about travel

elements OE can decide to offer an alternative programme (e.g. hotel, cabin, excursion package) that is virtually identical to that in the originally booked trip (the originally booked travel component).

**9.6** OE (incl. the representatives, trip leadership, local agent) is entitled to reject the complaint in the case that the complaint does not seriously influence the character of the trip and/or the complaint results only in hindrance of minor significance, if exaggerated demands are made, if it is impossible to provide help to the contracting party within the set time limit, if the deficiency in the implementation of the contract is attributable to the contracting party him/herself, if the deficiency in the execution of the contract could not have been foreseen or could not be neutralised, or if the deficiency in the execution of the contract is attributable to situations of force majeure (that is those abnormal and unforeseeable circumstances that are independent of the will of whosoever claims it and of which the consequences, despite every precaution having been taken, could not have been avoided, see also situations of force majeure as described in par. 5.2).

**9.7** In the case that the complaint has not been satisfactorily dealt with during the trip, the contracting party – in the case of a (travel) organisation the client(s) of the (travel) organisation should present these complaints to the relevant (travel) organisation, where the trip was booked, upon which the (travel) organiser shall present the complaint to OE - shall present the complaint to OE at the very latest within one month of the termination of the trip (the last travel day). The complaint must be presented in writing.

**9.8** In the case that the complaint has then not been satisfactorily settled by OE or if proper satisfaction has been not given in this matter, the contracting party is entitled to present the dispute to the District Court of Middelburg in the Netherlands (which court shall have exclusive jurisdiction).

**9.9** The contracting party must ascertain the exact time of departure of the return journey at the very latest 72 hours before the stated departure time and reconfirm the air tickets.

## **10. Baggage / Travel documents and insurance**

In the case of a (travel) organisation: for "contracting party" (in the paragraphs 10.1 up to and including 10.4) read also "the client(s) of the (travel) organiser".

**10.1** The contracting party must him/herself obtain the necessary information with regard to and must have in his possession on departure and during the trip the necessary travel documents, such as a valid passport and any required visa, diving certificates/documents, Personal Information Form (see par. 8.2), proof of inoculations and vaccinations. In the case that the participant is unable to make

(part of) a trip due to lack of such a travel document, OE is not liable and may not be held (financially) responsible.

**10.2** The contracting party must comply with the current import restrictions of the various destinations and the amount of baggage permitted (also as far as the stipulations of the different airlines are concerned). OE may not be held liable for e.g. damage and prison sentences which could be imposed in the case of a contravention.

**10.3** The obligation of OE to provide assistance to a contracting party in need is greatly impeded if it is not possible to resort to the S.O.S. help service included in travel and baggage insurance.

**10.4** IT IS MANDATORY that the contracting party effects the necessary travel insurance, including a medical, accident and repatriation/evacuation insurance. OE furthermore STRONGLY RECOMMENDS the contracting party to effect cancellation insurance. In case of a medical problem arising during the voyage, either on board or on shore, which results in costs for medical treatment, evacuation, use of aircraft or repatriation etc. etc. the responsibility for payment of these costs belongs solely to the passenger. IT IS MANDATORY for the contracting party to ensure that such eventualities are covered by travel insurance (incl. medical, accident and repatriation/evacuation insurance). In any case, If not covered by appropriate travel insurance the responsibility still remains with the passenger and OE specifically declines any responsibility whatsoever.

## **11. General**

**11.1** If the duration of the trip as stated in the publication is given in days, the day of departure and the day of arrival, irrespective of departure or arrival times, are counted as full days.

**11.2** The laws of the Netherlands apply to the travel contract and all matters ensuing from this contract.

**11.3** Responsible for this content is: Oceanwide Expeditions B.V. Visserijkade 5, 4382 ZA Vlissingen, The Netherlands listed at Chamber of Commerce of the Netherlands under no. 50590715 (revised version, date of issue: 01 October 2017).