

Booking Terms and Conditions

Thank you for choosing to book with Heritage Expeditions Ltd. (hereinafter referred to as: "HE"). Before you make a firm booking, we recommend you (hereinafter referred to as "contracting party") carefully read the following travel conditions. These general travel conditions and the term "contracting party" apply to both private persons (direct bookings) and (travel) organisations (see par. 1.2).

1. Reservation of trip / travel notification
 - 1.1 If the contract comes about by means of a written acceptance by the contracting party on the offer of HE, upon which a binding travel contract with HE is effectual, all conditions set out in paragraph 1.3 up to and including paragraph 1.3 apply. If the contracting party, in addition to himself or herself, lists one or more other persons on one notification form, this contracting party is automatically responsible for all obligations ensuing from the travel contract (in line with the general travel conditions of HE) concerning himself and the other persons booked.
 - 1.2 If the contract has come about by means of a written acceptance 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 HE. The (travel) organisation in question is then exclusively considered as the contracting party to which all conditions set out from paragraph 1.3 up to and including paragraph 1.3 apply. This is 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 HE with necessary personal data concerning himself or herself or third parties - in the case of a (travel) organisation the client(s) of the (travel) organisation. Incomplete or incorrect provision of (personal) data could result in faulty vouchers, etc for which HE shall not be held liable.
 - 1.4 On receipt of the written booking form, the trip that has been booked will be confirmed by HE by means of a confirmation invoice sent to the contracting party.
 - 1.5 Single traveller who wish to share their cabin/hotel room should so indicate on the application form. The published per person double occupancy fare is guaranteed in this case, whether or not a cabin-mate is available. Single travellers who require sole occupancy of cabins will be charged 1.8 the published fare on all cabins except suite cabins which will be charged at 2 times the published fare.
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 HE's most up-to-date brochure / programme description.
 - 2.2 Any deviation from the travel elements described in the brochure and publications are valid only if confirmed by HE in writing. This may be in the original offer, travel confirmation or a communication sent later.
3. Payment
 - 3.1 On the implementation of the travel contract, the contracting party must pay to HE an advance of 25% of the total price, unless otherwise stated in the travel confirmation. The remaining 75% of the total price is due 90 days before departure. In the case of a (travel) organisation that has guaranteed allocation, the following payment conditions apply: 10% of total deposit on signing the contract, 10% of total price 12 calendar months prior to departure, 80% of total price 180 days prior to departure.
 - 3.2 After payment has been received, the travel documents will be dispatched.

- 3.3 If the contracting party fails to fulfil their payment obligations, HE will send him/her a written reminder and he/she will have the opportunity to make immediate payment. If payment is still not made, the contracting party is liable to pay interest on the amount due of 1% for each month or part of a month that this remains unpaid. Furthermore, he/she will be liable to pay compensation for legal collection costs equal to an additional 15% of the sum claimed, with a minimum amount of 50 USD. If the contracting party fails to comply with his/her payment obligations, HE reserves the right to cancel the contract on the day of default. HE is entitled to charge the cancellation costs incurred (in line with paragraph 6 or as agreed otherwise in the travel confirmation).
- 3.4 If, regarding the above, payment is then made, but HE cannot send the travel documents to the contracting party before the start of the journey, any additional dispatch costs will be charged to the contracting party. HE will not be held responsible for any travel documents not arriving on time.
4. Changes in travel elements / price changes
 - 4.1 Changes to the travel offer, which occur before the start of the journey and are agreed in the travel confirmation, 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. HE is obliged to inform - in writing - the contracting party of such changes. Such changes may not be written by the contracting party as reason for cancelling the travel contract.
 - 4.2 The agreed price is based on the prices, exchange rates, duties and taxes as known to HE at the time the publication went to press and at the time of the travel confirmation. HE reserves the right to raise the agreed price on the grounds of, among other things, unforeseeable increases (e.g. exchange rates, sudden increased prices of accommodation providers, airlines, duties, taxes, harbour dues and fuel prices). In the event that HE considers a price alteration is considered necessary, HE is obliged to inform the contracting party of this, in writing, at the very latest 20 days before the day of departure. Price increases are not permitted within 20 days of the start of the journey. In the case of a price increase of more than 10% 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 HE
 - 5.1 If the minimum number of participants has not been achieved, HE is entitled to cancel the planned trip up to 30 days before departure. Any payment already received from the contracting party will be paid back by HE if the contracting party does not agree to accept an alternative trip offered by HE.
 - 5.2 HE has the right to cancel the trip in the case of force majeure (e.g. war, uprising, natural disasters, abnormal / exceptional weather and ice conditions, legal stipulations of the local/regional authorities and other "acts of God"). HE will not be held liable for force majeure. If situations of force majeure occur before the departure date, HE will pay back to the contracting party the amount already paid. If situations of force majeure occur during the trip, HE will try to offer an alternative programme. If this should prove impossible, either HE or the contracting party is entitled to cancel the trip. In such a case, HE will not be held financially liable. However, in the case of any cost savings, HE shall return these monies to the contracting party. HE 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.
 - 5.3 If HE, by virtue of the provisions of par. 5.1 and 5.2, cancels the trip, only

the equivalent of the billed price will be paid back to the contracting party. HE will not be held liable for costs the contracting party has incurred in preparation of the trip nor for reservations of travel components (such as but not limited to flights, hotels, connecting programmes, (travel) insurances) which, in combination with the trip booked with HE, may have been booked elsewhere.

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 HE is entitled to charge the following costs to the contracting party: For cancellations received more than 180 days prior to the departure date, a full refund will be made less a \$US750.00 per person administration fee. For cancellations received within 179 and 91 days of the embarkation date the full deposit will be forfeited. If cancellation occurs within 90 days prior to the departure date the total price is forfeited. If cancellation occurs within 90 days and full payment has not yet been received, the total price will still apply and any unpaid monies are due immediately.
 - 6.2 If the contracting party, after booking, wishes to make changes to the booked trip (e.g. the departure date, destination or type of accommodation), this is considered a cancellation and the cancellation costs stated in par. 6.1 apply. In case of minor changes HE is entitled to charge reservation costs of at least \$US25 per alteration.
 - 6.3 It is possible for the contracting party - in the case of a (travel) organisation, the client(s) or the (travel) organiser, to take out cancellation insurance to cover the costs of any cancellation of the trip (see also par. 10.4).
7. Liability of HE
 - 7.1 HE is obliged to provide correct details 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. HE is responsible for the selection of accommodation providers of ships, hotels, resorts etc, composition and the quality control of the travel elements and excursions, description of the travel elements in the HE brochures and other publications, the processing of the travel confirmation, reservation of the travel elements and control and dispatch of the travel documents.
 8. Exclusion and limitation of the liability of HE
 - 8.1 HE 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 on a ship, services of dive bases and providers of transport) and, on the other hand, the contracting party and therefore HE's liability is excluded. In these cases the conditions of the relevant providers of accommodation/services and/or the stipulations of (inter) national law applies and all liability of HE (in the case of complaints, claims, loss and damage of possessions/baggage, personal injury, death etc), are excluded. In the case of claims, HE will try to mediate between the provider of accommodation and the contracting party. HE is not responsible for optional travel elements booked by the contracting party elsewhere (optional excursions etc).
 - 8.2 All travel elements booked with HE, which relate to stays on board a ship and/or excursions or programmes off ship (such as but not limited to, excursions or programmes on land or on or in the water, incl. scuba diving, swimming and snorkelling, are at 100% own risk of the contracting party - in the case of a (travel) organisation: the client(s) or the (travel) organiser. HE 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. If the contracting party has booked a diving programme, HE or, as the case may be, the diving base or the diving leader on board our ships will ask the contracting party to sign a form to which the contracting party

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accepts 100% own risk and promises that he will not lodge any claims against the diving base and/or the diving leader on board the ship in the case of any calamity which may or may not result in (permanent) injury or death. The conditions for participation are stated precisely in our diving trips brochure. In any case the contracting party must have a health certificate signed by a doctor and an internationally accepted diving certificate. In the case of the land programmes, the contracting party should enjoy generally sound health. We advise the contracting party - in the case of a (travel) organisation; the client(s) of the (travel) organiser - to always take out travel insurance, supplemented if necessary by accident insurance (see also paragraph 10.4).

8.3 If HE offers the contracting party an air travel component, all liability of HE is excluded and, for this travel component, the conditions of the relevant airline apply. The stipulations of the Warsaw Convention in general limit the responsibility of the air travel component in the case of death, injury and also delays, loss of, or damage to baggage. In the case of delays, HE cannot be held liable in any way whatsoever, even if this is at the cost of other travel elements of the trip booked.

8.4 HE will not be held liable for loss, damage and robbery of travel documents, baggage or other possessions.

8.5 HE shall accept no liability for damage for which there is a claim to compensation based on a travel and/or cancellation insurance.

8.6 HE will 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 HE are conducted mainly in "marginal zones" and require the qualification of expedition trips to places where infrastructure and (medical) facilities may be poor. On booking the trip, the contracting party fully understands that booking the trip with HE is not comparable to booking an everyday standard trip. If, because of weather conditions, sea currents, nautical reasons, large amounts of floating ice etc the decision is made to change the programme, every effort will be made to offer an alternative. In certain exceptional cases, however, this will not always be possible. In such cases nonfulfilment expectations of the contracting party will not be grounds for claims. If the programme cannot be carried out according to the travel description and (certain) places described in the travel programme cannot be visited, HE will not be held liable for damage suffered and/or the spoiling of holiday enjoyment. The Expedition/travel leader is at all times authorised to deviate from the programme, if he/she is of the opinion that it would be to the benefit of the quality of the programme. In such a case HE will not be held liable for payment of restitution.

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 HE and the travel leadership (e.g. trip leaders, guides, diving instructor and diving assistants, crew of the ships, 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. Furthermore, the contracting party is 100% liable for damage caused by improper behaviour, e.g. 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.

9.2 Any contracting party who 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, can by or on behalf of HE (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 disturbing behaviour or damage (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 does not enjoy generally sound health and/or does not have the required diving certificates and/or diving experience as required for participation in the trip, in the interest of the contracting party or his fellow travellers, HE is entitled to decide to offer an alternative programme for the contracting party in question or, in extreme cases, to exclude this person from (certain) excursions or (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 HE's publications. In the case of exclusion (or of a mandatory alternative programme) the contracting party is not entitled to make any claim for restitution of (all or a part of) the price.

9.5 The contracting party is obliged to inform HE's tour leadership of any negligence in the execution of the travel contract 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 HE's relevant tour leader/expedition leader, who shall immediately do his utmost to find an appropriate solution. As far as handling complaints is concerned, the following persons are responsible: General complaints during a boat trip: the tour leader/expedition leader. If there is no trip leader present, the captain is responsible. In the case of hotel and land programmes: the manager of the hotel/organisation.

9.6 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 be obliged to report the complaint to HE and request assistance. In the case of complaints about travel elements, HE 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).

9.7 HE (incl. the representatives, trip leadership, local agent) is entitled to reject the complaint if the complaint does not seriously influence the character of the trip and/or the complaint results in hindrance of only 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. (Force majeure is understood to be abnormal and unforeseeable circumstances that are independent of the will of whoever 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.)

9.8 If 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) organiser, where the trip was booked, upon which the (travel) organiser shall present the complaint to HE at the very latest within one month of the termination of the trip (the last travel day). The complaint

must be presented in writing and must be argued fully.
If HE has not then satisfactorily settled the complaint or if proper satisfaction has been not given in this matter, the contracting party is entitled to present the dispute to the Disputes Tribunal of New Zealand (which court shall have exclusive jurisdiction).

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 have in his possession on departure and during the trip the necessary travel documents such as a valid passport or, where permitted, a tourist card and any required visa, diving certificates, diving logbook including a health certificate from the doctor, proof of inoculations and vaccinations. If the participant is unable to take (part of) the trip due to a lack of any (valid) documents, HE will not be held (financially) responsible, unless HE had undertaken to provide that document.

10.2 At the very latest, on the signing of the travel contract, HE shall provide general information to the traveller on passports, visa and any formalities in the area of health care. This information does not bind HE. The contracting party must him/herself obtain the necessary information from the relevant authorities and before departure check whether there have been any changes concerning information provided at an earlier date.

10.3 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). HE will not be held liable for (e.g.) damage and prison sentences which could be imposed in the case of a contravention.

10.4 HE advises the contracting party to obtain the necessary travel insurance, such as travel insurance, accident insurance, third party risk insurance, baggage insurance and 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, the responsibility for payment of these costs belongs solely to the passenger. HE strongly advises that passengers ensure that such eventualities are covered by travel insurance, if not covered by travel insurance the responsibility still remains with the passenger and HE 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. The definite departure and arrival times are given in the travel documents.

11.2 The laws of New Zealand apply to this travel contract and all matters ensuing from this contract.

11.3 This document and its content belongs to Heritage Expeditions Ltd, Antarctic House, 53B Montreal Street, Christchurch 8023, New Zealand.