

TERMS AND CONDITIONS – POLAR STAR EXPEDITIONS

POLAR STAR EXPEDITIONS (PSE) – 2011-12

General Terms and Conditions:

These General Terms and Conditions are applicable to all passengers on tours operated by Karlsen Shipping Company Limited c.o.b. as **Polar Star Expeditions (PSE)** and passengers travelling on such tours agree to be bound thereby. Passengers traveling onboard the *M/V Polar Star* on tours offered by other tour operators and agents also agree to be bound by these terms and conditions. These terms and conditions are not applicable when the *M/V Polar Star* is on charter by PSE to another tour operator, in which case PSE's General Terms and Conditions (Charters), which are separately available from PSE, apply in lieu hereof.

a) PSE is the operator of *M/V Polar Star* under the terms and conditions as set out herein.

b) All passengers are bound by the terms and conditions set out by PSE, and if a person is the legal guardian of a minor, such person is automatically personally responsible for all obligations of such passenger/minor under these terms and conditions and warrants his/her authority to bind such persons to these terms and conditions as agent therefore.

c) In addition to these terms and conditions, the terms and conditions applicable to expeditions and tours offered by PSE are contained in the description of the expedition cruise, the itinerary and published information on the expeditions and tours, and the price information at time of printing. If PSE provides information about changes to routes, terms and conditions, etc., before the purchase of the tour, this amended information shall replace the appropriate information in the brochure. Changes of the sort described above may not be used by the contracting party as a reason for cancelling the travel contract.

d) To confirm a reservation, a non-refundable deposit of US\$500pp is required at time of booking. Payment may be made in US funds by Visa, MasterCard, cheque or wire transfer. Balance of fees is payable no later than 60 days prior to embarkation. PSE reserves the right to cancel the booking if payment is not received in time. Reservations made within 60 days prior to departure must be accompanied by full payment. Passenger must provide completed booking forms (reservation, medical, disclaimer) at time of confirmed booking. Ticket may not be resold or transferred by passenger to another person.

e) The agreed price is based on the prices, exchange rates, duties and taxes as known to PSE at the time of publication of materials and at the time of travel confirmation. PSE reserves the right to raise the agreed price (on the grounds of among other things, unforeseeable increases of e.g. exchange rates, duties, taxes, port fees and fuel prices) if considered necessary by PSE. PSE will inform passengers, tour operators or agents at least 30 days prior to departure. In the case of a price increase of more than 5% of the total price of the trip, passengers, tour operators or agents are entitled to cancel the trip without incurring any costs.

f) PSE operates the *M/V Polar Star* under management agreement on behalf of its owner, Karlsen Shipping Norway A/S (Karlsen) and acts as agent on behalf of Karlsen in procuring the protections afforded to Karlsen in these terms and conditions. PSE acts only as agents on behalf of other shipping and transport companies, hotels, and others supplying services included in the program, and neither PSE nor Karlsen is liable for circumstances affecting those parties or for delays or loss, personal injury, property damage, or costs which may occur due to any act, omission, negligence or breach of contract on the part of a supplier, its employees, or others, not under the direct control of PSE, or other failures incurred by circumstances beyond PSE's control.

g) From time to time PSE may offer specials/discounts. These may not be applied retroactively. Booking early ensures availability. Last minute bookers may get a better fare but risk there being no availability. PSE specials are very limited and not a regular part of business. Specials/discounts/rewards may not be combined.

h) Neither PSE nor Karlsen is liable for personal injury, death, property loss or damages, delays, or any loss that does not arise out of its negligence or that of its crew, servants, employees, or agents. Neither PSE nor Karlsen is under any circumstances, including negligence on its part, liable for any consequential damage or for costs or penalties associated with passengers' air transport.

i) Cancellation by passengers, tour operators or agents must be made in writing by mail, fax or email to PSE's head office. Passenger/tour operator/travel agent must record confirmation of receipt by PSE. The following cancellation fees apply:

- a. Cancellation more than 60 days prior to departure: US\$500 per person.
- b. Cancellation between 46 and 59 days prior to departure: US\$1000 per person.
- c. Cancellation 45 days or less before departure: 100% of the total tour price.

Refunds to passengers are made through the tour operator, if applicable. PSE reserves the right to cancel any reservations if deposits and payments are not received on time. Passengers are urged to purchase cancellation insurance.

j) PSE reserves the right to cancel any departure due to insufficient reservations up to four weeks before the date of departure. (Passenger may be offered alternative cruise dates.) PSE 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 PSE that prevent the operation of the tour. In such an event, the amount payable by PSE is limited to providing refund of the full amount the passenger has paid to PSE. Neither PSE nor Karlsen nor its agents is responsible for costs or penalties related to air transport or other services that are cancelled.

k) Neither PSE nor Karlsen is 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.

l) PSE expressly reserves its right to change the date or place of departure or conclusion of the tour or stops within the tour or to omit, substitute or reschedule any scheduled port or shore excursion, and to change or shorten itineraries, without prior notice and for any reason whatsoever, whether before or after the tour has departed, all without any liability on the part of PSE or Karlsen.

m) Unauthorized disembarkation by a passenger is completely at the passenger's own risk and expense. If a passenger misses any scheduled sailing of the Vessel from any port or place, including any stopover, neither PSE nor Karlsen shall 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.

n) PSE conducts its operation so as to maintain high levels of safety and security. This does not excuse passengers from assuming responsibility themselves for the avoidance of dangerous situations while traveling, and all passengers are expected to ensure that they do not pose a safety risk either to themselves or to others. Due to new security regulations, passengers must agree to comply with security screening including a request for random check of luggage and/or person when embarking and/or disembarking.

o) The passengers must comply with the regulations and instructions given by the expedition staff and/or Master (Captain) on behalf of PSE. PSE reserves the right, at any time, to refuse to accept or to retain as a passenger of any tour, or parts of it, a person considered a health or safety liability or who behaves in such a way that he/she is a nuisance to the other passengers on the trip. Passengers that are asked to leave a program will be solely responsible for the associated costs. Furthermore, the passenger is 100% liable for damage (to self, other passengers, ship, staff or other) caused by improper behavior.

p) These tours/expeditions are intended for persons in reasonably good health. By making a reservation, the passenger confirms that they do not have any physical/medical conditions or disabilities that would create a hazard for his/herself or other passengers. PSE reserves the right to exclude passenger from part or all of the tour should the passenger be considered by PSE staff to be not physically able or prepared to participate safely OR refuse to sign Disclaimer.

q) If requested by PSE, the passenger must also have in his/her possession before boarding, a physician's certificate certifying they are physically fit and capable to undertake and complete the trip and must notify PSE in writing as soon as possible about any allergies, illnesses, disabilities or pregnancies, or any other conditions for which the passenger may require medical or special attention during the cruise. Passengers must have an adequate supply of all personal medicines and medical supplies needed, as they may not be available onboard the vessel. All passengers will be required to

complete a Health Information Form upon boarding. If a passenger experiences any symptoms including diarrhea, vomiting, fever, abdominal cramps, headache or myalgia (muscle aches) they must inform the onboard Doctor immediately and follow his/her recommendations.

r) Onboard medical personnel (doctor) are independent contractors and work directly for the passenger. Any medical services are provided at the posted rates to be paid by the passenger. Treatment is at passenger's own risk, without any liability on the part of PSE or Karlsen, and if passenger is unable to request it, the passenger hereby consents to such treatment and payment of costs incurred prior to disembarkation.

s) Prior to boarding, each passenger must pay the full fare, arrive 2 hours before scheduled sailing, have in possession confirmation of participation/ticket, a valid passport, all necessary visas, a medical card showing all necessary vaccinations and inoculations and all other papers necessary for scheduled ports of call and disembarkation. Passenger must complete all examinations needed to prove physical and mental health required to undertake and complete the trip.

t) Passengers should mark each piece of luggage and carry-on with their full name and address, name of vessel (*M/V Polar Star*), cabin number and place and date of embarkation. 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.

u) In the case of passenger detention by authorities or refusal of permission to land, passenger shall bear all risks and additional expenses incurred.

v) Booking is subject to availability. All prices are in US Dollars. Special offers may not be combined with any other forms of rewards, specials or discounts.

w) PSE maintains liability insurance as an operator of these programs, including full P&I insurance for the *M/V Polar Star*. As a requirement of participation on any PSE program, all passengers must purchase full medical and emergency evacuation insurance for the specific areas they will be visiting. The minimum coverage requirement is US\$50,000 for all PSE programs. It is the responsibility of the passenger to check with their insurance provider to ensure they have adequate coverage within their own policy for the specific areas they will be visiting. The policy provider, policy number and contact phone number must be provided to PSE prior to departure date. PSE strongly recommends that all passengers purchase comprehensive travel insurance which would include coverage for cancellation, trip disruption, baggage and personal property.

x) All claims or actions against PSE or Karlsen shall be brought in the Supreme Court of Nova Scotia or the Federal Court of Canada and shall be governed by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. For greater certainty, all such claims or actions shall be governed by the provisions of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, as amended by the Protocol of 1990, and by the provisions of the Convention on Limitation of Liability for Maritime Claims, 1976, as amended by the Protocol of 1996, and such provisions are deemed incorporated into these Terms and Conditions.

y) Exact implementation of itineraries is weather, ice and IAATO Ship Scheduler dependent and subject to change. The captain and expedition leader will set the daily sailing plan with the goals to maximize the experience and ensure safety.

z) Accommodation, onboard service charge (gratuity), expedition shell, complimentary boot rental, all meals, juice, tea and coffee onboard are included in the posted prices. Alcohol, sodas, bottled water, medical expenses, laundry, and communication services are not included. Most shore excursions are included unless specifically identified. Please check at time of reservation. Prices are cruise only – airfares, transfers, hotels and other expenses are not included.

aa) Passengers who participate in tours, whether operated by PSE or other tour operators or agents, agree that any photographs, that include their person, may be used by PSE and its associates for promotional purposes. Passengers may not charge for their appearance in any photographs.