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## TERMS & CONDITIONS

Albatros Expeditions is an international cruise and tour operator. By joining our cruise, passengers certify that they are qualified to enter and exit countries visited within the confirmed travel program and cruise itinerary and/or have obtained necessary visas, if required, accordingly. All Passports, Visas, Public Health Documents, and other travel documents required for embarking or disembarking must be obtained by, and are the sole responsibility of, the Passenger.

Passengers must be at the cruise terminal or embarkment point at least 120 minutes before departure to allow sufficient time for check-in and boarding the ship.

### **Ticket is non-transferable.**

Passage on Albatros Expeditions (hereafter referred to as AE) vessels is subject to the terms and conditions outlined in the AE Contract of Passage. We encourage you to review this information before your trip. If you need to contact us or check out information about your voyage, visit

<https://albatros-expeditions.com>

or contact our Denmark office +45 36 98 97 96

## CONTRACT OF PASSAGE

### **IMPORTANT NOTICE TO PASSENGERS:**

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY AE (ALBATROS EXPEDITIONS), AND ACCEPTED BY PASSENGER, SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING BELOW. EACH PASSENGER SHOULD CAREFULLY EXAMINE THIS CONTRACT OF PASSAGE before boarding.

**IMPORTANT NOTICE:** THE ATTENTION OF PASSENGERS IS SPECIALLY DIRECTED TO PARAGRAPHS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12 WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGERS WHO ASSERT CLAIMS AGAINST AT, THE VESSEL, THEIR AGENTS AND EMPLOYEES, AND OTHERS, INCLUDING FORUM SELECTION CLAUSE, CLASS ACTION WAIVER, LIMITATION OF LIABILITY, AND TIME LIMITATION PROVISIONS.





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## **IMPORTANT TERMS AND CONDITIONS OF CONTRACT - PASSENGERS READ CAREFULLY**

1. "Passenger" includes all persons traveling under this contract, their heirs, and representatives. "Passenger" shall include the plural and the use of masculine shall include the feminine. Passenger admits a full understanding of the nature and character of the Vessel and voyage. "Vessel" means the AE vessels or any watercraft on which Passenger may be traveling or against which Passenger may assert any claim. "Carrier" means jointly and severally AE, the Vessel, its owners, operators, charterers and lenders, and their respective employees, collaborators, agents, affiliates, successors, and assigns.

This Contract describes the terms and conditions that will apply to the relationship between the Carrier and the Passenger. Except as otherwise expressly provided herein, this Agreement supersedes any other written or oral representations or agreements relating to the subject matter of this Agreement or the voyage. Purchase or use of this Ticket Contract, whether or not signed by the Passenger, shall constitute the agreement by Passenger, on behalf of himself and all other persons traveling under this Contract (including any accompanying minors or other persons for whom the Contract was purchased), to be bound by the terms and conditions of this Contract. The passenger cannot modify this contract.

2. Passenger hereby agrees that any and all disputes or claims arising as a result of travel aboard the Vessel or arising out of or in connection with this Contract shall be governed by The Athens Convention (Athens Protocol 2002) entered into force and effective from April 23, 2014.

### **3. LIMITATION OF LIABILITY FOR LOST OR DAMAGED PROPERTY:**

Notwithstanding any other provision of law or this Agreement, Carrier's liability for loss or damage to property for the cruise is limited to USD 250.00 per Passenger, unless Passenger declares the true value of such property in writing to Carrier at its office at Albatros Expeditions:

Tøndergade 16, DK-1752 København V

and pays Carrier within 10 days of final payment for the cruise, a fee of one percent (1%) of the amount that such value exceeds USD 250.00. Carrier shall have the right to deny the declaration at his discretion. In such event, Carrier's liability shall be limited to its true declared value, but not exceeding USD 5,000.

Carrier does not undertake to carry as baggage, items that include but are not limited to: any tools of trade, household goods, fragile or valuable items, precious metals, jewellery, documents, negotiable instruments or other valuables.





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Each Passenger hereby releases Carrier from any liability whatsoever for loss of or damage to such items when presented to Carrier in breach of this warranty. In no event shall Carrier be liable for normal wear or tear of luggage or property, or loss of or damage to jewelry, cash, negotiable paper, photographic/electronic, medical or recreational equipment, dental hardware, eyewear, medications or other valuables, unless they are deposited with Carrier on the Vessel for safekeeping against receipt (the Vessel does not accept valuables for deposit). Nor is it Carrier's liability, if any, loss of or damage to valuables so deposited, which shall not exceed the amounts indicated in above in this paragraph. Carrier is also not liable for loss of or damage to items when the passenger participates in landings, Zodiac cruises, shore excursions or any other forms of transportation in connection with the cruise program.

**4. LIMITATION OF LIABILITY - PERSONAL INJURY:** Carrier hereby disclaims all liability to the passengers for emotional distress, mental suffering, psychological injury of any kind under any circumstances, when such damages neither were the result of physical injury, nor intentionally inflicted by the Carrier. Without limiting the preceding sentence, in no event will Carrier be liable to Passenger for any consequential, incidental, exemplary, or punitive damages.

AE informs the passenger of the following. This voyage takes place in a remote part of the world. Weather, ocean, and other natural issue might affect the comfort of the voyage and the passenger is aware of this.

In addition to all limitations and exemptions from liability herein, Carrier and/or Vessel shall have the benefit of any statute providing for limitation or of exoneration from liability available in the applicable forum, including but not limited to The Athens Convention (Athens Protocol 2002) entered into force on the 23rd April 2014.

**5. LIMITATION OF LIABILITY - SHORE EXCURSIONS AND EXPEDITION PROGRAM:** While participating in activities during cruises offering Carrier's expedition program and/or shore excursion program, certain risks and dangers may arise including but not limited to: activities in remote areas, animals and marine life, forces of nature and accident or illness. Carrier does not have any responsibility for the accuracy of any information it provides regarding any activity included in the expedition or shore excursion program and cannot determine and/or assure the suitability of any excursion or activity as to a particular passenger. All Passengers who participate in any expedition or activity offered by Carrier, accept responsibility for making their own determinations as to the suitability of the activity regarding their own safety, conduct and wellbeing and agree to participate solely at their own risk. Attending applicable and available information briefings before participation is mandatory. Based on the aforementioned, each participating Passenger assumes the risk associated with any and all activities, excursions and expeditions, included or optional to Passengers and will hold Carrier and expedition staff harmless from and defend them against any and all liability, actions, suits, claims and demands which could arise from participation in any of the aforementioned activities.





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6. TIME LIMITATION - PROPERTY DAMAGE CLAIMS: Carrier shall not be liable for any claim of a Passenger with respect to his/her personal property unless made in writing and lodged with Carrier at Carrier's office at Albatros Expeditions Tøndergade 16 DK-1752 København V within forty-five (45) days after Passenger disembarks the Vessel.

7. TIME LIMITATION -- PERSONAL INJURY - DEATH CLAIMS: Carrier shall not be liable for any claim for a loss of life or personal injury unless made in writing and lodged with the Carrier at the Carrier's office at Albatros Expeditions Tøndergade 16 DK-1752 København V within six (6) months from the date when the death or injury occurred.

8. TIME LIMITATION - SUITS: Suits and actions to recover for loss of life or personal injury to passengers shall not be maintainable unless instituted within one (1) year from the date when death or injury occurred. Suits and actions to recover for claims other than personal injuries or loss of life shall not be maintainable unless commenced within six (6) months from the date, which the claim accrued, or loss occurred.

9. FORUM SELECTION CLAUSE - it is agreed by and between Passenger and/or Shipper and Carrier that all claims disputes and matters whatsoever arising under, in conjunction with, or relating to this Contract and the transportation hereunder shall be commenced, filed, and litigated, if at all, in and before Maritime and Commercial High Court. Amaliegade 35, 2. DK-1256 København K or as alternative courts city court of Copenhagen. Domhuset; Nytorv Domhuset, DK-1450 København K. or Court of Frederiksberg Howitzvej 32, DK-2000 Frederiksberg

10. CLASS ACTION RELIEF WAIVER - Passenger hereby agrees that Passenger may bring claims against Carrier only in Passenger's individual capacity. Even if the applicable law provides otherwise, Passenger agrees that any lawsuit against Carrier, Vessel or transport whatsoever shall be litigated by Passenger individually and not as a member of any class or as part of a class or representative action, and Passenger expressly agrees to waive any law entitling Passenger to participate in a class action.

11. The illegality or invalidity of any other paragraph, clause or provision of the contract cannot affect or invalidate any other paragraph, clause, or provisions thereof.

12. Rates and schedules in the uncontrolled discretion of Carrier are subject to change without notice and without liability to Carrier for any damage(s) to passengers, cargo, or cargo owners resulting therefrom.

13. This Passage Contract is valid only for the named Passenger(s), and only for the date and Vessel indicated, or any substitute Vessel, and is not transferable.

14. Travel Agent: Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this Contract is, for all purposes, Passenger's agent and Carrier shall not be liable for any representation made or said by travel agent. Passenger shall remain liable at all times to Carrier for the price of passage.





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Passenger understands and agrees that receipt of this Contract or any other information or notices by Passenger's travel agent shall be deemed receipt by the Passenger as of the date of receipt by the agent. Passenger acknowledges that Carrier is not responsible for the financial condition or integrity of any travel agent.

15. CONTROLLED SUBSTANCES-WEAPONS: In no event shall any Passenger bring on board the Vessel controlled substances, live animals, any type of weapons, firearms, explosives or electric cooking appliances, without the written permission of the Carrier. (ii) FOOD, AGRICULTURAL PRODUCTS, BEVERAGES AND ALCOHOL: Passenger shall not bring food (whether in coolers or otherwise), agricultural products or beverages of any type, including alcoholic beverages aboard the Vessel. Carrier reserves the right to refuse to permit any Passenger to take on board any item Carrier deems dangerous, harmful, or inappropriate. Any prohibited item or item deemed, in the sole discretion of Carrier, to be inappropriate is subject to forfeiture and removal from Passenger's possession or from the Vessel at the time of embarkation, or at any time it is discovered during the voyage. Any item forfeited or removed may be disposed of by Carrier or turned over to appropriate authorities.

16. Physical Disability/Wheelchairs: Mandated safety requirements in the construction and operation of the Vessel, inherently restrict manoeuvrability in many areas. Consequently, the Vessel is not suitable for persons with disabilities or use wheelchair by shore-based standards. In this respect, the anticipated natural movements of a vessel at sea should be considered. If any doubt exists about the ability of a passenger to accept such conditions, they are advised not to travel on the Vessel. Carrier reserves the right to refuse or revoke passage to anyone who, in its sole judgment, is unfit to travel on the Vessel or who may require attention beyond that which the Vessel can provide. Passengers may also be required to sign a statement releasing AE from all responsibility relative to the use of shipboard facilities and in the event of an emergency.

17. Medical Personnel: Due to the nature of travel by water, availability of medical care may be limited or delayed, and medical evacuation may not be possible from the Vessel while at sea or from every location the Vessel sails. The Vessel will carry a doctor and/or nurse. Any medical personnel provided are provided solely as a convenience to the Passenger and are not provided for allowing persons with any medical conditions to travel. The Vessel does not have x-ray equipment or hospital facilities. The doctor and/or nurse are independent contractors and are available on the Vessel solely for the convenience of the Passenger, work directly with the Passenger, and shall not be deemed acting as agents and representatives of the Carrier. Carrier assumes no liability whatsoever for any treatment, failure to treat, diagnosis, misdiagnosis, actual or alleged malpractice, advice, examination, or other services provided by such persons or entities. Carrier does not provide medical services. Passengers shall pay for all medical care requested or required, including the cost of any medical care, transportation or evacuation and shall reimburse Carrier for the cost of any medical care, transportation or evacuation required by Passenger, but incurred by Carrier.

18. Identification - Passengers certify that they are qualified to enter and exit countries visited within the confirmed travel program and/or cruise(s) and/or have obtained necessary visas accordingly. All Passports, Visas, Public Health Documents, and other travel documents required for embarkation or disembarkation are to be obtained by and are the sole responsibility of the Passenger. It is the sole responsibility of the Passenger to determine what travel documents are required.





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Carrier reserves the right to deny boarding to any Passenger who does not possess all necessary travel documents, who does not provide the required medical information correctly and transparently, or who is considered as ill or “unfit to travel” by the ship’s doctor and/or nurse. . In the event a Passenger is denied boarding, Carrier shall have no duty or obligation to refund the Passenger’s fare. Passenger, or if a minor, their guardian, shall be liable to Carrier for any fines or penalties imposed on Carrier by any government, governmental

authority or port for failure of the Passenger to observe or comply with laws or regulations, including requirements relating to immigration, customs or excise taxes or fees.

19. Cancellation, Deviation or Substitution by Carrier: Carrier may for any reason, at any time and without prior notice, cancel, advance, postpone or deviate from any scheduled sailing, port of call, destination, lodging or any activity on or off the Vessel, or substitute another vessel or port of call, destination, lodging or activity. Carrier shall not be liable for any claim whatsoever by Passenger, including but not limited to loss, compensation, or refund, because of such cancellation, advancement, postponement, substitution or deviation.

By way of example, and not limitation, Carrier may, without liability, deviate from any scheduled sailing and may otherwise land Passenger and his/her property at any port if Carrier believes that the voyage or any Passenger or property may be hindered or adversely affected as a result of hostilities, blockages, prevailing weather conditions, labour conflicts, strikes onboard or ashore, breakdown of Vessel, congestion, docking difficulties, medical or lifesaving emergencies or any other cause whatsoever.

Carrier shall have the right to comply with any orders, recommendations, or directions whatsoever given by any governmental entity or by persons purporting to act with such authority; and such compliance shall not be deemed a breach of this Agreement entitling the Passenger to assert any claim for liability, compensation or refund.

In the event of cancellation, AE will not be responsible for cost of any additional travel arrangements through third party suppliers purchased directly through AE or other parties.

20. If any provision of this Agreement is determined in any jurisdiction to be unenforceable for any reason, it shall be deemed severed from this Agreement and all remaining provisions shall remain in full force and effect.

21. Children and Minors onboard: Minors under the age of 18 must be travelling with a parent or responsible adult over the age of 21 in the same stateroom as well as on shore excursions for the duration of the voyage. If the minor is not travelling with a parent, a Child Travel Consent Form must be signed by a parent or legal guardian and received by AE prior to the release of travel documents.

As we travel in remote areas and for safety reasons, AE cannot accommodate children under 8 years of age (weight of 29 kg and 1.2 m. tall).





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Although AE accepts children over 8 years of age there is no childcare or special programming onboard. In addition, safety harnesses and seating equipment are not provided for children onboard any AE excursion or shuttle service. Guests may use their own approved safety harnesses and seating equipment provided the vehicles have compatible equipment to safely secure the child. This equipment is not guaranteed, and AE reserves the right to refuse any child above the age of 8 years of age and below 14 years of age on any shore excursion or shuttle for safety concerns.

Please note that for Antarctica voyages, AE recommends children to be of 12 years of age or older and must be accompanied by a responsible adult during all landings and onboard.

Passengers must be 21 years or older to consume or purchase alcohol onboard. AE reserves the right to refuse to serve anyone who in its sole judgment is deemed impaired and a risk to the health and safety of passengers and ship's crew.

22. Smoking policies: Smoking is permitted in designated outside areas only. Smoking is strictly prohibited anywhere inside the Vessel including all cabins. Violators will be assessed up to a USD 5,000 fee to cover additional cleaning costs. Should the smoking violation become known after the guest has left the Vessel, we reserve the right to make a charge to the Passenger's credit/debit card or send an invoice for the amount to the registered address.

23. Property damage policy: We reserve the right to charge guests the cost of rectifying damage, caused by the deliberate, negligent, or reckless act of the guest to the Vessel's property or structure. Should this damage become known after the guest has left the Vessel, we reserve the right to make a charge to the guest's credit / debit card or send an invoice for the amount to the registered address.

24. Removal of property policy: We reserve the right to charge guests the cost of replacing any items that are removed from the Vessel by them without consent. The charge will be the full replacement amount of the missing item, including any carriage charges. Should the fact that the item is missing become known after the guest has left the Vessel, we reserve the right to make a charge to the guest's credit/debit card, or send an invoice for the amount to the registered address.

25. Photographs/Video: Carrier has the exclusive right to include photographic, video and other visual portrayals of Passenger in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to Passenger, and all rights, title and interest therein (including all copyrights therein) shall be Carrier's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger.

26. Travelling in the polar regions may involve risk and potential exposure to injury, including emotional injury, injury to person or property and death. Passenger understands this and will hold Carrier free of liability relating to any issues arising from the trip to the Polar Regions.





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27. Passenger shall follow and abide to all instructions by The Master of the Vessel and Carrier's expedition crew. These instructions may involve disembarking or embarking Zodiacs, fire and evacuation drills onboard Carrier's vessel. Passenger agrees to participate in all mandatory briefings, drills and instructions announced by the Master and/or Expedition staff. Passenger always agrees to adhere to the Expedition staff's guidelines during the voyage. The passenger will be familiarized with International Association of Antarctica Tour Operators (IAATO) Visitor Guidelines for Antarctica and Association of Arctic Expeditions Cruise Operators (AECO) and will be briefed by Carrier at the beginning of the voyage.

28. The itinerary stated by Passenger's Sales Agent is the intended itinerary of AE but Passenger shall be aware that due to conditions of weather, ocean, ice, and governmental restrictions AE and the Master of the Vessel have the full right to change the itinerary as they deem fit, including but not limited to such action:

- as caused by circumstances beyond his control,
- as to provide and/or receive medical assistance,
- as he may consider necessary or desirable to preserve the safety and security of the Vessel or the safety,
- as to cope with any other urgency at sea which may arise,
- as to ensure the comfort and enjoyment of passengers,
- as to comply with local and flag state law,
- as to safeguard the environment,
- as to maintain good order and security on board the Vessel.
- as to replenish bunkers and/or stores because of any of the causes described above

In such event, AE shall not be liable for any damages or reduction of the price as a result thereof.

29. To participate in this voyage a medical evacuation insurance coverage is mandatory for all Passengers. AE has a minimum requirement of an Emergency Evacuation insurance of USD 200,000 per Passenger, as well as printed proof of insurance available for our Expedition staff if requested while onboard the Vessel. The medical insurance must be able to cover all existing health issues the Passenger might have. It must also cover medical treatment and medical evacuation in any of the areas travelled. AE is not responsible for any medical or health issues arising during the voyage. In case of an emergency medical situation, AE will seek to find the closest location on the voyage from where medical treatment and evacuation can be performed. The Master, medical staff, and AE's Expedition Leader, shall decide the course of action related to any emergency medical situation together and the Passenger accepts this condition prior to embarkation.

30. The passenger understands that traveling to Polar destinations in the expedition manner that AE conducts will require the need to climb stairways embark and disembark from a Zodiac under both wet and dry conditions; and transportation with a Zodiac can result in clothing or any other object held by the passenger come in contact with ocean water.







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31. AE is not liable for any other services sold or advertised in relation to this ticket. AE is therefore not liable nor responsible for any package travel products sold by travel agencies, travel clubs or travel websites in connection with this ticket.

31.2. If the cruise is booked through a third-party booking agent, any claims or disputes arising from the voyage shall be considered a matter solely between the guest and the respective booking agent. Albatros Expeditions act solely as the provider of the cruise services and are not directly involved in the contractual arrangements between the guest and the booking agent. Please note that any claims or disputes submitted directly to us, bypassing the designated agent, may not be considered or addressed.

32. AE reserves the right to implement a fuel surcharge, should the anticipated price of fuel in the port where bunkering for the departure takes place, rise above 1100 USD a metric tonne. Any fuel surcharge will be invoiced to clients prior to embarkation either directly or via their travel agent. All surcharges must be paid in full prior to embarkation.

The maximum amount chargeable by AE is 85 USD per passenger per day. The amount charged is based on the average fuel usage for the itinerary in question.

*Ex. Price per passenger 10.000 USD. Change in fuel price per passenger +100 USD. The new price per passenger (10.000 USD + 100 USD) is 10.100 USD.*

32.2 Where a flight is included, AE reserves the right to increase the price if the relevant transporting or contracting airline implements any price increase or other changes for the carriage of passengers and/or luggage.

*Ex. Price per passenger 10.000 USD, hereof air transportation 1000 USD. Change in air transportation per passenger +100 USD. The new price per passenger (10.000 USD + 100 USD) is 10.100 USD.*

32.3 AE reserves the right to increase the price in the event of an increase in the level of taxes or fees on any services included in the contract imposed by third parties, including tourist taxes, landing taxes, or embarkation or disembarkation fees at ports and airports.

*Ex. Price per passenger 10.000 USD, hereof taxes 1000 USD. Change in taxes per passenger +100 USD. The new price per passenger (10.000 USD + 100 USD) is 10.100 USD.*

33. Where flights are included AE is not liable under Regulation (EC) No 261/2004. Any such claims must be brought before the transporting airline.

33.2. Where flights are included AE is not liable for any damages resulting from the transportation of passengers and/or luggage by air. Any such claims must be brought before the relevant airline under the conditions of carriage of the airline and/or the Warsaw/Montreal convention if applicable.





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33.3. If costs are incurred due to the customer's delay, handling etc. or demurrage at the airport, these will be charged 1:1. If the delay means that the airline has to stay overnight, additional costs as a result thereof will be charged 1:1.

34. Contagious or Infectious Disease. At any port or place we may refuse to embark or may disembark any Guest who, in the opinion of the Master, ship's medical personnel or other authorised ship's officer, might be excluded from landing at destination by Immigration or other Governmental Authorities or who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other guests or the crew. In such cases the Guest concerned shall not be entitled to any refund of the holiday cost or compensation of any kind. Additionally, we will have no liability for any costs or expenses they incur as a result. In cases of quarantine of the ship involving detention of guests, each Guest must bear all risk and expense thereby caused and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the ship, and for all other quarantine fees and expenses assessed or incurred in respect of the Guest.

35. Albatros Expeditions offers solo travelers the option of occupying a cabin by themselves (in exchange for paying a single supplement) or, to share a cabin with other, same-gendered solo travelers - either in a Category C (Balcony Stateroom) or a Category F (Triple Porthole Stateroom). In the event that a guest sharing a cabin decides they prefer the privacy of their own cabin while onboard, a single supplement will be applied to cover the extra cost of occupying a cabin alone.

**FOR CANCELLATION DUE TO ALL OTHER EVENTS OF FORCE MAJEURE, THE STANDARD NON-CONTINGENCY PLAN TERMS AND CONDITIONS OF Albatros Expeditions SHALL APPLY.**

Flight Changes due to Interrupted or Delayed Voyage: For faster service Albatros Expeditions strongly recommends that all clients or passengers contact the Airline they are traveling on for changes directly. If flights booked with Albatros Expeditions: Albatros Expeditions ground staff can assist passengers that have booked their flights with Albatros Expeditions to make necessary flight changes. Any additional costs such as change fees or other additional costs are the responsibility of the passenger.

If flights are booked with an external agent: You must contact that agent or the airline directly to change your flights as Albatros Expeditions ground staff are not able to access your flight information to make the necessary changes.

