

# GENERAL IMPORTANT INFORMATION

## **1.- The rates of our cruises are per person and include the following:**

- All meals while on board the ship (from dinner on the day of embarkation to breakfast on the day of disembarkation)
- Captain's welcome cocktail and gala dinner
- "Open Bar" (pouring wines, house champagne, alcohol except premium brands...list available upon request)
- Evening entertainment and events
- Room service 24h (special selection)
- Highly qualified bilingual French/English expedition team on all cruises identified by "expedition" or "green expedition"
- English speaking lecturer on selected sailings identified by "lecturer on board" logo
- English speaking dive master on selected sailings identified by "diver on board" logo
- Water sports activities (except scuba diving) using the ship's equipment, when permitted by local authorities and confirmed by ship Master according to safety and sea conditions onsite
- English speaking golf coach on selected sailings identified by "golf cruise" logo
- Highly experienced bilingual (French-English) Expedition team for all cruises identified with "Expedition" logo.
- Parc entry fees into protected areas

## **1-1 Our Antarctica "Cruise , Flights & Transfers" program rates are per person and also include:**

- "Cruise, Flights & transfers" Programs for expedition voyages **Ushuaia-Ushuaia**: Direct, private flights Buenos-Aires/Ushuaia/Buenos-Aires in Economy-class (subject to availability)
- "Cruise, Flight & Transfer" Program for expedition voyage **Ushuaia-Montevideo** and **Montevideo-Ushuaia**: Direct, private one-way flight Buenos-Aires/Ushuaia or Ushuaia/Buenos-Aires in Economy-class (subject to availability)
- Meet and Greet by our representatives in Ushuaia and luggage direct transfer from the airport to the ship for port clearance
- Choice between one full day tour to Tierra del Fuego National Park with lunch included and English Speaking local guide (detailed description available upon request) OR direct transfer to the port for embarkation, buffet lunch and access to the Main Lounge (cabins/suites will not be accessible before 5pm)
- On disembarkation days in Ushuaia: direct transfer from the ship to the airport (not included on Ushuaia – Montevideo cruise)
- Complimentary boot rental (except for guarantee deposit)
- Complimentary polar parka for you to keep

## **1-2 Our "Cruise, Flights and Transfers" program rates are per person and also include:**

- **"Valparaiso-Ushuaia"**: on disembarkation day – direct transfer from the ship to the airport. Direct, private flight Ushuaia/Buenos Aires in Economy-class (subject to availability)
- **"Ushuaia-Valparaiso"**: on embarkation day – direct, private flight Buenos Aires/Ushuaia in Economy-class (subject to availability). Meet and Greet by our representatives in Ushuaia and luggage direct transfer from the airport to the ship for port clearance. Choice between one full day tour to Tierra del Fuego National Park with lunch included and English Speaking local guide (detailed description available upon request) OR direct transfer to the port for embarkation, buffet lunch and access to the Main Lounge (cabins/suites will not be accessible before 5pm)

## **2- “Cruise, Flights and Transfers” program rates don’t include:**

- Airport taxes
- Port and safety taxes and crew gratuities
- Luggage handling
- Any ground services before and/or after the cruise other than the ones mentioned in each “Cruise, Flights & Transfers” package and for which details are available upon request. Don’t hesitate to contact your travel agent or consult [www.ponant.com](http://www.ponant.com)
- Optional Spa package to be booked prior your departure; Please ask for more information
- Optional “Golf package” on selected sailings identified by the “golf” logo; to be booked prior to your departure
- Dives when authorized by local authorities and feasible with ship equipment and zodiacs. Rates: 65 € per standard dive; 75€ per dive when local equipment or staff must be used, 75€ for a “discover scuba dive” course. In order to participate to diving sessions, guests must have with them a medical certificate less than 2 months old and their up to date dive book.
- Beverages other than the ones mentioned
- Laundry services, hair salon and à la carte Spa treatments
- Personal expenses, on board medical consultations and drug prescriptions
- Cancellation/luggage/assistance/repatriation/medical insurance(s)
- Visa expenses and/or immigration reciprocity taxes if applicable

**Please do not forget to bring your medical certificates when it is required to participate in an expedition cruise.**

## **3-Ground services**

### **3.1 Services included in “Cruise , flights and Transfers packages:**

Packages “Cruise, Flights and Transfers” include ground services before and/or after the cruise as described in documents available 10 months prior departure of each cruise and available on [www.ponant.com](http://www.ponant.com) . Services to the port of departure, transfers to the ship, including, as applicable, hotel room and restaurant bookings or guided tours, are performed by independent suppliers who are not employees of Compagnie du Ponant. In this respect, Compagnie du Ponant acts only as an agent and shall not be held liable for said services or for the acts or omissions of sub-contractors or other contractors. The passenger agrees that Compagnie du Ponant acts as agent and/or trustee for any person including ground and maritime agents and subcontractors, who provide any service forming, or in connection with, any part of the cruise.

Our Cruise and Flights package programs are made in connection with Compagnie du Ponant selected regular or private charter flights. Final timings and schedule of the day by day program will be communicated with the cruise ticket. All our programs are made in economy class and according to number of seats available. If the class is not available anymore, we will suggest, depending on the availability, extra seats with a supplement.

On International flights, check-in luggage is limited to 23kg/50lbs and 8kg/11 to 17lbs per person for carry-on luggage (besides airlines frequent flyer advantages). On regular domestic or intercontinental flights, check-in luggage limits are between 15 and 20 kg/33 to 44lbs and 5 to 8kg/17lbs per person for carry-on. On Compagnie du Ponant Private charter flights, check-in luggage is limited to 20 kg/44lbs and 5kg/11lbs maximum per person as carry-on. We thank you for taking these restrictions into account. Airline carriers charge for extra weight and sometimes refuse, for strict security reasons, to check-in overweight and oversized luggage. Compagnie du Ponant and the airline carriers waive all liability for luggage with extra weight that is refused at the check-in.

### **3.2 Ground activities included during expedition cruises itself:**

**It is understood that taking part to activities proposed during expedition cruising certain risks and dangers** including but not limited to activities in remote areas, animals, forces of nature, accident and illness. Compagnie du Ponant, organizer of this expedition, does not undertake and does not have any responsibility for the accuracy of any information it provides or to determine or assure the suitability of any participant to expedition activities proposed in general or as to a particular person. Compagnie du Ponant has no duty to provide medical assistance or advice to any activity participant. Each individual participating in any expedition activity accepts responsibility for making their own determinations as to the suitability of the activity and for their own safety, conduct and well-being and

agrees to participate solely at their own risk. Being informed, each participant in any expedition activities, assume the risk associated with these activities and will hold Compagnie du Ponant, its officers, directors, crew and expedition team members as well as hike leaders harmless from and defend them against any and all liability, actions, suits, claims and demands which could arise from any of the Compagnie du Ponant's activities and from any loss or injury which may sustain as a result of my participation in any of these activities.

**It is essential to be properly equipped and not to forget to bring with you your binoculars for a good fauna observation during Nature outings.**

### **3.3- Pre and post-cruise programs and pre bookable tours**

Pre and Post-cruise programs (as detailed on [www.ponant.com](http://www.ponant.com)), pre bookable tours and shore excursions are performed by independent suppliers who are not employees of Compagnie du Ponant. In this respect, Compagnie du Ponant acts only as an agent and shall not be held liable for said services or for the acts or omissions of sub-contractors or other contractors. The passenger agrees that Compagnie du Ponant acts as agent and/or trustee for any person including ground and maritime agents and subcontractors, who provide any service forming, or in connection with, any part of the cruise.

Hotel accommodations are based on 4 and 5-star rated hotels. Official check-in time is 4pm, check-out time is 11am unless early check-in or late check-out supplement are paid.

### **3.4 Shore excursions**

Unless otherwise noted, shore excursions are sold and charged on board and are ruled by general conditions that apply to the contract signed with the local tour operator and the relevant national regulations. The passenger agrees that CDP acts as agent and/or trustee for any person including ground and maritime agents and subcontractors, who provide any service in connection with any part of the cruise.

Excursions can involve activities that may not suit persons with disabilities. Prices are only given as an indication and may change. Before departure, you will receive a tour program detailing the excursions on offer with the latest rates. Five months before cruise departure, shore excursions can also be viewed on [www.ponant.com](http://www.ponant.com). Shore excursions are currently only bookable onboard. In the event of an excursion being cancelled due to a technical reason, shortage of participants or a case of force majeure, the client will not be eligible for any compensation. Please note that you will not be reimbursed for excursions if you cancel after registration. Any meals offered during excursions are simple and should not be compared to the standards on board the ship.

## **4-Rates and Savings**

Please find the rates for each expedition program on our website [www.ponant.com](http://www.ponant.com). **Ponant Bonus** saving is not applicable on taxes. Tax amounts are subject to change and in addition to the package rates (Except for All Inclusive packages presented in US\$)

### **4-1: Public rates:**

They are the reference rates of the cruise applicable for the validity period of the brochure. Public rates are per person and based on double occupancy.

### **4.2: Ponant Bonus Fares**

**PONANT BONUS is a special savings program off published cruise-only rates for selected voyages. Ponant Bonus is the guaranteed best price** you can obtain on the day you make your reservation. It can save you up to 30% off the public rates. Ponant Bonus fares are capacity controlled, subject to availability and may change at any time without notice. Ponant Bonus could decrease or be closed for specific stateroom and suite categories or entire cruises. Contact your travel agent or refer to [www.ponant.com](http://www.ponant.com) to determine the Ponant Bonus available at the time of booking your cruise (s). Ponant Bonus may not be combinable with other promotional offers or onboard cruise credits.

### **4.3: "Guaranteed" cabin**

Depending on cruise occupancy at time of booking, a "guaranteed" cabin in Deluxe category – deck 3 may be proposed. This means that the booking is made in the Deluxe category – deck 3 without cabin

number assignment. Cabin assignment will be made at Compagnie du Ponant's discretion and can change at all times up to embarkation. Once cabin number is assigned no changes are accepted. The advantage of this option is to maybe benefit of a higher cabin category without additional surcharge. In all events, the minimum category chosen at time of reservation is guaranteed.

#### **4-4: Other savings:**

- **Combination cruise (if applicable) : -10%** off the second consecutive cruise-only rate, port taxes excluded, applicable on all consecutive cruises, except Ocean Voyages.
- **Ponant Yacht Club Grand Admiral Members: -5%** off the cruise-only rate, port taxes excluded
- **Family & Friends: -5%** off the cruise-only rate, port taxes excluded, for all bookings of 5 adults or more, booked at the same time and all sailing together on the same cruise
- **Honeymoon:** see details on [www.ponant.com](http://www.ponant.com)
- **Wedding Anniversary (every 5th year) :** see details on [www.ponant.com](http://www.ponant.com)
- **On board Reservations: -5%** off the cruise-only rate, port taxes excluded for each new cruise booked with our onboard staff

**NOTE:** These discounts/benefits are not combinable with any offer other than those mentioned above. They are not applicable on Ocean Voyages (programs not qualifying for Ponant Yacht Club Benefits) If you are entitled to several discounts, the value of the second discount is calculated from the revised rate obtained after the deduction of the first discount and so on.

#### **5-Children**

Children under 3 years of age and women who are over 6 months pregnant are not authorized to sail. Children between 3 and 8 years old are accepted subject to agreement at the time of booking. If accepted, a liability waiver will have to be completed and returned to Compagnie du Ponant to validate your booking. On expedition cruises, children must be able to disembark/embark by zodiac without assistance and be able to understand and follow safety instructions. Therefore disembarkation is submitted to Captain's and Expedition Leader's decision depending on weather conditions and landing sites. In all cases, children and young adults, once on board, are the entire and total responsibility of their parents or guardians.

**Children** from 8 to 11 years old sharing with 2 adults and **Teenagers** from 12 to 17 years old, sharing with 1 or 2 adults benefit from special discounts on cruise-only fares; please contact us for more details.

#### **6-Mobility**

L'Austral, LE BOREAL, LE SOLEAL and LE LYRIAL have three cabins which are specially adapted for disabled guests (ADA Norms). Nevertheless, for safety reasons, all passengers must either be fully mobile or must be accompanied by a travelling companion fit and able to provide all necessary assistance during the voyage. Please note that animals (including service and/or comfort animals) are not permitted aboard. Persons who are not fully mobile, with physical disabilities or other handicaps requiring special treatment or assistance, including persons who use a wheelchair, must advise Compagnie du Ponant in writing of the nature of such conditions when making a reservation request and by all means before the signature of booking form. Compagnie du Ponant reserves the right to refuse passage to anyone who has failed to notify them of such limited mobility, disabilities or need of assistance, whose medical conditions is not compatible with security rules and requirements specific to the navigation area, or who, in the Compagnie du Ponant's opinion is unfit for travel. Please note that landings are done using zodiacs making them very difficult or even impossible for passengers with limited mobility. Each landing will be subject to Captain and Expedition Leader approval.

**Please note that the sailing vessel LE PONANT is not accessible for those with limited mobility or using a wheelchair.**

#### **7- Others**

- Women who are pregnant must inform us by mail or email before their cruise and submit a medical certificate confirming their ability to travel. Women who are more than 5 months pregnant at the time of embarkation or during their cruise are not permitted to embark.
- All our vessels are non-smoking with the exception of designated areas on outside decks.
- Animals (including service and/or comfort animals) are not permitted aboard.
- Any specific health issue, if known, must be reported in writing to our medical department (medical@ponant.com). There is a specific and mandatory medical questionnaire to be completed by your physician between 90 and 45 days prior to your cruise. The completed questionnaire must be returned by each participant to an Antarctica program, at the latest 40 days prior departure. Any medical questionnaire completed before this time period will be invalid. Should the information on the medical questionnaire not correspond to the reality, embarkation might be refused at the port of embarkation without any recourse. Any passenger who has not returned the completed compulsory medical form will be denied boarding.
- **Due to exceptional nature of these programs, sites names are given as an indication only. Final route will be confirmed daily by Captain and Expedition Leader depending on ice conditions, weather forecasts with priority being given to passenger safety.**
- Euro, US Dollar currencies and credit cards (VISA, MASTERCARD and AMEX) are accepted on board. Note there are no ATMs onboard the ships or money exchange. Onboard purchases may be charged back to the guest's stateroom.
- Ship master retains the right to change the itineraries as per article 4.2 of the cruise ticket.
- Detailed terms and conditions are available on [www.ponant.com](http://www.ponant.com) and upon request.



**COMPAGNIE DU PONANT is a voting Member of International Association of Antarctica Tour Operators (IAATO), *organization founded in 1991 to advocate, promote and practice safe and environmentally responsible private-sector travel to the Antarctic.***

# TERMS AND CONDITIONS

*These are extracts of the terms and conditions which will apply to your cruise. Please read them carefully. Complete terms and conditions are available upon request. Attention is particularly drawn to the exemption and limitation of liability in favour of Compagnie Du Ponant / Compagnie Du Ponant USA LLC, Compagnie du Ponant Pty Limited Australia / Compagnie du Ponant HK Limited / Compagnie du Ponant Shanghai Information Consulting Co., Ltd. hereinafter referred as "the Company" or "CDP". These terms and conditions are subject to change without notice.*

**1- Transferability:** A reservation for one of the programs listed in this brochure is only valid for date, cruise program and passenger(s) names listed on the written confirmation received upon reservation and on the cruise ticket provided with travel documents. Passenger may transfer the ticket to a third party, who shall fill the same conditions as the passenger to perform all purchased services, as long as the agreement has not rendered any effect. The transferor and/or transferee must settle any fees which result, and inform the Company and the seller of this decision by registered letter with acknowledgement of receipt no later than 90 days prior day of embarkation. In the event where the passenger transfers his/her ticket without informing the Company and the seller as per the terms described above, this ticket transfer will be invalid and the ticket will be cancelled without any possible refund.

**2- Payment Schedule:** In order to secure a booking, the guest is required to pay 25% of total cruise price upon confirmation. The final 75% is due no later than 90 days prior to sailing/departure. All reservations are subject to cancellation fees if payments are not received by the due date. Your full payment or acceptance of a ticket constitutes agreement to these Terms and Conditions, General and Important information presented in this brochure as part of the Passenger Ticket Contract. Any revisions to the above payment plan must be in writing and approved by CDP.

**3- Revisions & modifications:** Guests who deviate from the scheduled embarkation or disembarkation port should inform the Company in advance to obtain her agreement. Once a booking is secured by a deposit, all revisions and/or changes which occurred less than 90 days before departure are subject to an administration change fee that has to be paid by the passenger as stated hereunder in "Cancellation & Refunds". The passenger who decides to shorten his journey cannot claim any refund for any unused services. The passenger, who fails to present himself in time for his departure or relinquishes booked services included in the program for any reason, cannot claim any refund.

## **4- Cancellation, modification penalties & Refunds:**

All cancellations or modifications must be in writing. Any and all guests not reporting for departure or prevented from reporting for departure or waiving for any reason whatsoever the benefit of services included in the program cannot claim any refund. Compagnie du Ponant shall not be required to refund any monies to any guests who must leave the cruise prematurely for any reason, nor shall Compagnie du Ponant be held responsible for any costs, fees, damages or causes of action which result from the transportation expenses incurred by guest's early departure.

### **4-1: Modification penalties:**

In case of modification of the deposited paid booking for a travel package of inferior value: modification penalty applies and equivalent to cancellation penalties defined in section 4.2 hereunder. The penalty percentage applies on the difference in prices between the initial package and the new package fare.

In case of modification of the deposited paid booking for a travel package of superior value: no modification penalty will be assessed.

### **4.2: Cancellation penalties:**

For any deposited or fully paid booking, cancellation penalties will be assessed as noted below. These cancellation penalties are applicable on all services booked with Compagnie du Ponant.

For expedition cruises

- From confirmation of booking date up to 91 days prior departure: 25% of full fare
- 90-76 days prior departure: 50% of full fare

- 75-61 days prior departure: 75% of full fare
- Less than 61 days prior departure: 100% of full fare.

For all other cruises:

- From confirmation of booking date up to 91 days prior departure: 10% of full fare
- 90-61 days prior departure: 25% of full fare
- 60-46 days prior departure: 50% of full fare
- 45-31 days prior departure: 75% of full fare
- Less than 30 days prior departure: 100% of full fare.

## **5- Formalities and health information**

Before booking one of these journeys or trips offered in this brochure, each passenger is personally responsible for complying with the required legal regulations. All passengers must carry a valid passport, as well as the visas and vaccination certificates which may be required at the airport, at the port of arrival and departure. Company du Ponant waives all liability for not complying with the required legal regulations regarding immigration, customs or sanitary documents required before departure and during his trip.

Please note that Australian, Canadian, and U.S. citizens entering/exiting **Argentina** must have a valid passport and pay a Reciprocity Tax. Currently, the fee will have to be paid by credit card online before arriving in Argentina: Please consult [www.migraciones.gov.ar](http://www.migraciones.gov.ar) or [www.provinciapagos.com.ar](http://www.provinciapagos.com.ar). At time of print, the fees were as follow (subject to change without notice) Australia: U\$D 100 - (multiple entry valid for one year). Canada: U\$D 75 - (one entry) or U\$D 150 - (multiple entry valid for 5 years from first entry). USA: U\$D 140 - (one entry).

**Chile:** Entry/Exit requirements for Australian, Canadian, and Mexican entering/exiting Chile must have a valid passport and pay a RECIPROCITY TAX that will be issued for a stay of up to 90 days upon payment. Currently, the fee is only charged at the Santiago International Airport. Payment can be made in U.S. currency or by credit card. At time of print, the fees were as follow (subject to change without notice): Australia: US\$95 - Canada: US\$132 - Mexico: US\$23

Any guest who fails to obtain the appropriate travel documentation to board the airplane or access to the ship is responsible and may not claim any compensation or refund of his trip or services.

The information given in this brochure is current but subject to change at any time without advance notice from government authorities. Please consult respective government agencies up to the departure date.

## **6- Transportation and services**

### **6-1 Air transport and Flight Package information**

All airline tickets are provided in the electronic ticket format. It is imperative to ensure that the first names and surnames communicated are those mentioned on the relevant passport, as they cannot be changed later. Any mistakes, or requests to alter the name, will require the purchase of a new ticket. Compagnie du Ponant will provide passengers, at the time they make their booking, with the name of the airline or airline carriers which have either already been selected or are likely to be selected. Compagnie du Ponant undertakes to inform passengers, before departure, of any changes to the identity of the airline or airline carriers as soon as they are known.

The words "direct flight" mean there will be no change of aircraft, but do not exclude the possibility that there may be one or several stops. A "direct non-stop flight" means no change of aircraft and no stops. Private charter flights do not offer special meals. Airline carriers can enter into a "code share" agreement whereby they are able to sell a flight under their own name, although the aircraft itself may be operated by another airline company.

The schedules and type of transportation listed are provided by the transportation companies at the time this brochure was being produced. They are a guideline to the moment of departure and are subject to change for all kinds of reasons (additional stops added, weather conditions, air traffic control authorisation, strikes, etc). In accordance with the Warsaw and Montreal Convention, timings and routes as well as departure/destination airports are not a contractual element of the transportation

ticket. Under these conditions, Compagnie du Ponant cannot be held responsible for changes that are beyond its control.

Changes to the original travel program may be the result, in particular, of technical faults, weather conditions, political reasons, delays or cancellations, strikes, additional stops, changes to aircraft or routes, etc. Under no circumstances can these incidences be attributed to Compagnie du Ponant or any compensation made whatsoever. If a client wishes to abandon his journey, he will be liable to the cruise cancellation fees indicated above.

The airline carrier's responsibility, in the event of damages, complaints or claims of any kind, is limited to the carriage of passengers and their luggage by air, within the terms and conditions stipulated on the tickets and by the airline companies themselves. Compagnie du Ponant will not reimburse any expenses (taxis, meals, hotels, etc), when the passenger is under the responsibility of the airline company. The consequences of accidents/incidents occurring when travelling by air are governed by the Warsaw and Montreal Convention, or by the local regulations governing national transportation in the country concerned.

Our Cruise and Flights package programs are made in connection with Compagnie du Ponant selected regular or private charter flights. Final timings and schedule of the day by day program will be communicated with the cruise ticket. All our programs are made in economy class and according to number of seats available. If the class is not available anymore, we will suggest, depending on the availability, extra seats with a supplement.

On International flights, check-in luggage is limited to 23kg/50lbs and 8kg/11 to 17lbs per person for carry-on luggage (besides airlines frequent flyer advantages). On scheduled domestic flights, check-in luggage limits are between 15 and 20 kg/33 to 44lbs and 5 to 8kg/11lbs per person for carry-on. On Compagnie du Ponant Private chartered flights, check-in luggage is limited to 20 kg/44lbs (pending confirmation of the airline carrier) and 5kg/11lbs maximum per person as carry-on. We thank you for taking these restrictions into account. Airline carriers charge for extra weight and sometimes refuse, for strict security reasons, to check-in overweight and oversized luggage. Compagnie du Ponant and the airline carriers waive all liability for luggage with extra weight that is refused at the check-in.

## **6.2 Pre/post programs, overland packages, hotel and ground services information**

Pre and post programs (advertised on [en.ponant.com](http://en.ponant.com)), as well as overland packages proposed in this brochure Compagnie du Ponant "WINTER 2015-2016" are subject to a minimum of participants. CDP may cancel any of these programs up to 21 days prior to its departure date, if a minimum of 20 participants (unless noted otherwise) is not reached.

## **7- Boarding and transportation terms and conditions**

**a) Embarkation:** Guests must report for boarding in the conditions set by the cruise ticket (details of cruise ticket document are available upon request). Passengers are responsible for having received all medical inoculations necessary for the voyage and having their cruise ticket, a valid passport, visas and other documents mandatory for the scheduled ports of call and disembarkation. If a passenger does not have proper documents he/she will not be allowed to embark. Boarding the ship automatically makes the passenger subject to the application of the provisions hereafter, as well as the general conditions concerning the travel program, which they are familiar with and which they have accepted.

**b) Visas, Passport and Health information:** At the time of boarding, all guests must have a passport valid for six months following disembarkation as well as necessary visas and vaccination certificates which may be required in destination ports where the ship calls. CDP accepts no responsibility for obtaining required visas or for advising guests of visa or other immigration requirements. Please consult relevant authorities or a visa service to determine accurately if any visas, health certificates, or vaccinations are required. If incorrect documents are obtained, guests will be unable to participate in particular shore excursions and may be denied boarding and/or disembark in certain port of calls/countries. The Company and/or master of the ship are entitled to refuse embarkation or to prevent disembarkation of any passengers who do not show the documents allowing them to disembark at the scheduled destination or stopover ports. Every passenger is personally responsible for compliance with the statutory and regulatory provisions in force before departure.

*Note:* Due to airline security measures, your passport name must match your airline ticket name or you may be denied boarding.



**c) Health and Security:** If it appears to the Company and/or the Master of the ship that a passenger is for any reason whatsoever unfit to travel or likely to endanger his health or safety or impair the comfort of others on board or seems likely to be refused permission to land at any port or to render the Company liable for his maintenance, support or repatriation, the Company or the Master of the ship shall be entitled at any time to take any of the following courses as appear appropriate to them, namely a) To refuse to embark or disembark the passenger at any particular port; b) To disembark him at any port; c) To transfer him from one berth to another; d) To confine him to one cabin of the ship's medical centre; e) Through the ship's doctor and/or his staff to administer any drug, medication or other substance or to admit and/or confine the passenger to the hospital, or any similar institution at any port provided that the ship's doctor considers it necessary.

Health care, medical expenses and drugs on land or aboard the ship shall be paid by passengers. In Antarctica, please remember that there is no medical structure available before several days at sea. A mandatory medical questionnaire is provided and has to be properly filled by you and your personal physician between 90 and 75 days prior departure and returned to our dedicated Medical Department no later than 60 days prior departure. Any guest not having provided this mandatory document completed will not be authorized to embark without possible recourse. Please note that given the inaccessibility of Antarctica, we recommend you choose your travel insurance company very carefully as in case of evacuation; all kind of expenses will have to be paid up front.

LE BOREAL, L'AUSTRAL, LE SOLEAL and LE LYRIAL have three cabins which are specially adapted for disabled guests (ADA Norms). Nevertheless, for safety reasons, all passengers must either be fully mobile or must be accompanied by a travelling companion fit and able to provide all necessary assistance during the voyage. Please note that animals (including service and/or comfort animals) are not permitted aboard. Persons who are not fully mobile, with physical disabilities or other handicaps requiring special treatment or assistance, including persons who use a wheelchair, must advise Compagnie du Ponant in writing of the nature of such conditions when making a reservation request and by all means before the signature of booking form. Compagnie du Ponant reserves the right to refuse passage to anyone who has failed to notify them of such limited mobility, disabilities or need of assistance, whose medical conditions is not compatible with security rules and requirements specific to the navigation area, or who, in the Compagnie du Ponant's opinion is unfit for travel. Please note that landings are done using zodiacs making them very difficult or even impossible for passengers with limited mobility. Each landing will be subject to Captain and Expedition Leader approval.

Passengers accept civil and criminal liability for all damages caused to Compagnie du Ponant, other passengers or third parties by their actions. Passengers are individually and solely responsible for the payment of any and all fines or penalties inflicted by competent authorities on account of their own acts.

**d) Itinerary changes/alterations/cancellation of a trip:**

Arrival and departure times are given as an indication only. The Company cannot guarantee coincidence with corresponding schedules (plane, train...) notably due to modification of the programme duration initially planned, which cannot incur any compensation, as the Company cannot be held liable for indirect damages. CDP reserves the right to withdraw and/or cancel a sailing to make changes in the itinerary whenever, in its sole judgment, or in the judgment of the vessel owner or operator, conditions warrant it.

In the event of adverse meteorological conditions or adverse political or social conditions in the country of a port of call or for any other fact that may jeopardize the safety of guests or of the ship, or in the event of orders by public authorities, the Company may change the itinerary or ports of call or destination, delay, end or cancel the trip, divert the ship, tow or be towed, transfer guests and their luggage aboard any other means of transportation, even when this results in an increase or a shortening of the advertised program. The Company does not warrant that these will correspond to the time schedule of connecting flights or transfers (eg planes or trains...), due to the fact that the initially scheduled trip duration may be altered. No indemnification shall be due on this account, as the Company is not liable for indirect damages.

Under any circumstances, the ship may provide assistance to any person or goods at sea, and will not be liable for the consequences of a modification to the cruise programme for this reason.

In the case of external events beyond the control of the Company or for any reason regarding the safety of travellers or the ship or due to charter of the ship or due to an insufficient number of participants, according to that which is provided for by the terms and conditions of the trip programme, the Company may cancel the cruise and must inform the passengers by registered letter with acknowledgement of receipt or email, fax with proof of delivery.

The cruises published in this brochure "COMPAGNIE DU PONANT- WINTER CRUISES 2015-2016" are subject to a minimum of participants. Compagnie du Ponant may cancel any cruise program up to 21 days before departure if the minimum of guests registered is under or equal to 50% of the ship capacity (200 guests on Antarctica and SubAntarctica cruises, 244 guests on all other cruises aboard l'AUSTRAL, LE BOREAL, LE SOLEAL and LE LYRIAL, 55 guests for LE PONANT).

In the event of an alteration of the contract by the Company after boarding the ship, passengers shall in any case not be entitled to any indemnification other than refund for unperformed services for which no replacement was provided. In addition, passengers may be requested to pay extra monies for services rendered under such circumstances and for the costs of living aboard the ship in the event that the duration of the trip is extended. Compagnie du Ponant may give passengers cabins other than those initially planned.

#### **e) Luggage**

Each guest can bring aboard a reasonable amount of clothing and personal effects without charge, subject to airline restrictions. Hand luggage or cabin luggage and personal effects shall comply with allowances in the terms and conditions provided for in the programme. Luggage must be distinctly labeled with the passenger's full name, the name of the ship and cabin number.

All passengers are prohibited from transporting merchandise in their luggage whose content may threaten the health of other passengers, damage or contaminate their luggage on the vessel. It is notably forbidden to board or pack animals or inflammable, explosive, corrosive, dangerous, scented or leaking materials in your luggage.

Failure to comply with these rules will lead to payment of a lump sum penalty provided for by law.

The passenger will in any case be responsible for any injury, loss or damages suffered due to the presence of these objects, and shall ensure that the Company is not sued due to such events. Such objects may at any time and in any place be disembarked, destroyed, thrown into the sea or made safe by the Company without any compensation. It is also prohibited to load objects as luggage other than those intended for personal use by the passenger, and notably goods in general, and objects whose importing is prohibited or which are not compliant with customs or police regulations. The passenger is responsible for all consequences, expenses, damages and penalties resulting therefrom, and the Company, in such cases, shall not be held liable for loss or damages.

Passengers must look after their personal luggage during the entire duration of the stay aboard the ship as well as during embarking, transfer and disembarking operations. Compagnie du Ponant waives all liability for luggage left unattended by passengers and for which passengers have not taken the necessary precautions against theft, loss or damage. Specifically, the Company shall not be liable for breakable items and valuables including but not limited to money, watches, securities, jewellery, computers and any electronic materials, mobile phones and other precious objects which must be hand-carried by the passenger on and off the ship; are the full responsibility of the passenger at all time. CDP is not responsible for loss of or damage to such items. Passenger is responsible for subscribing to insurance to cover luggage.

#### **8- Independent contractors/Limit of liability:**

The passenger agrees that Compagnie du Ponant acts as agent and/or trustee for any person, ground and maritime agents and subcontractors, who provide any service forming, or in connection with, any part of the cruise. Transportation services to the port of departure, transfers to the ship, including, as applicable, hotel room and restaurant bookings or guided tours, are performed by independent suppliers who are not employees of Compagnie du Ponant. In this respect, Compagnie du Ponant acts only as an agent and shall not be held liable for said services or for the acts or omissions of subcontractors or other contractors.

Compagnie du Ponant shall not be held liable for bodily injury to, or death of passengers, or for loss of, or damage to luggage or other personal belongings, unless it is proved that the carrier has infringed statutory obligations or that it or one of its employees or agents has committed gross negligence. However, in the event the liability of Compagnie du Ponant is incurred, such liability is limited (details available upon request).

Compagnie du Ponant shall in any case not be liable for failure of an improper performance when the same is due to or caused by the fault of the passenger; the unforeseeable or unavoidable fault or a third party unconnected with the provision of any services to be provided under the contract ; unusual and unforeseeable circumstances beyond the control of Compagnie du Ponant; an event of "Force Majeure" such as a war, threat of war, riots, civil commotion, acts of God, terrorist activities, natural and nuclear disaster, fire, technical problems with transport, closure of ports, strikes and any industrial action, or any other event beyond the control of Compagnie du Ponant.

During expedition programs, all persons who participate in any expedition activity accept responsibility for making their own determinations as to the suitability of the activity and for their own safety, conduct and well-being and agree to participate solely at their own risk. Attending information briefings is mandatory. Thus informed, each participant assumes the risk associated with these activities and will hold Compagnie du Ponant, its officers, directors, crew and expedition team members as well as hiking leaders harmless from and defend them against any and all liability, actions, suits, claims and demands which could arise from any of the Compagnie du Ponant's activities and from any loss or injury which may sustain as a result of participation in any of these activities.

Compagnie du Ponant and the Owners and operators of the vessels identified in this brochure shall be entitled to claim the benefit of whichever law, regulation, treaty or doctrine provides the greatest protection.

## **9- Validity of the brochure**

From August 26, 2014 and until further notice, this brochure cancels and replaces all information contained in all brochures COMPAGNIE DU PONANT or any other leaflet.

## **10- Rates**

The prices given at the time of booking are based on economic conditions known on August 26, 2014 for the period from September 17, 2015 and until further notice. These conditions are, amongst others, the cost of transport and fuel, relevant dues and taxes for the proposed operation (port taxes, embarkation and disembarkation taxes, entrance costs to tourist sites), currency exchange rates relevant to the pricing of these programmes. Compagnie du Ponant reserves the right within the legal limits of French Law to vary the prices if necessary. All variation of the cost of transport, fuel, taxes, dues and visa costs will be passed on within the voyage cost. Additionally, any surcharge levied will be increased to include an amount to cover agent's commission. Any change in fare cannot be imposed less than 60 days prior to departure. For the cruise-only rate, daily surcharge, if any, will be calculated based on:

$$S = \frac{\text{fuel variation}^* \times \text{daily consumption}^{**}}{\text{Ship capacity}^{***}}$$

(\*): MGO FOB Rotterdam 0,1% in US\$

(\*\*): L'AUSTRAL, LE BOREAL, LE LYRIAL, LE SOLEAL 20t ; LE PONANT : 5.5t

(\*\*\*): L'AUSTRAL, LE BOREAL, LE LYRIAL, LE SOLEAL: 244 passengers, LE PONANT : 55

## **11- Travel Insurance:**

Passengers shall be responsible for subscribing to cancellation/luggage/assistance/repatriation/medical insurance(s).

## **12- Claims:**

No claims can be made against CDP without a written and detailed statement of the claim by registered letter with acknowledgment of receipt requested within the following time periods : a) For luggage : in the event of obvious damages or loss : at the time of disembarkation at the latest. In the

event of hidden damages or loss: within seven (7) days of disembarking or of the date when disembarkation should have taken place ; b) For passengers in the case of bodily harm and damages other than to luggage : within thirty (30) days from the date when the passenger disembarked or should have disembarked. Failure to comply with these provisions shall mean that the passenger is deemed to have safely disembarked without harm and collected his or her luggage without damage thereto.

### **13- Jurisdiction**

These terms & conditions are subject to and interpreted according to International regulations and concern the transportation of passengers and their luggage from the time of boarding the ship to the moment of disembarking, as well as at ports of departure, destination, or stopover. CDP shall incur no liability outside this period of time. Without prejudice to required legal regulations, any actions related either to the interpretation, or execution of this agreement shall be brought before the competent courts of Marseille-France.

*CDP is not responsible for omissions, printing and/or presentation errors and reserves the right to make corrections as required.*