

# Passenger Ticket Contract

PLEASE COMPLETE AND RETURN PRIOR TO TRAVEL



ANTARCTICA - THE ARCTIC  
CANADA'S EAST COAST - NORTH ATLANTIC  
CHILEAN FJORDS - CENTRAL AMERICA

# ONE OCEAN EXPEDITIONS

## PASSENGER TICKET CONTRACT



Please read the following terms and conditions as they contain limitations and waiver of liability

Thank you for booking a trip with One Ocean Expeditions Inc 2000, 10235-101 Street Edmonton, Alberta T5J 3G1 ("OOE"). These conditions and the term "contracting party" apply both to private persons (direct booking) and to travel organisations (see paragraph 1.2).

### 1. BOOKING AND ACCEPTANCE

1.1 The contract to which these conditions apply comes about by means of acceptance by the contracting party – also referred to in these terms and conditions as "you" – of the offer of OOE. If the contracting party names any other person on any booking, the first mentioned contracting party contracts both for him/herself and for each such other person. He or she must ensure compliance by each such other person with the terms of the contract. In the case of a group booking (including but not limited to by a tour operator, travel agent, foundation, institution, club or society) wherever the word "contracting party" or "you" occurs in these terms it means and includes each individual named in the relevant booking.

1.2 If the contract has come about by means of acceptance by or through any third party (including but not limited to a travel agency) that third party also enters into the contract with OOE for itself and for each person named on the booking.

1.3 You must when making the booking provide OOE with the necessary information (including personal information) concerning each person travelling or intending to travel. OOE cannot accept any responsibility or liability in connection with incorrect or incomplete information.

1.4 On receipt of the written booking form, the travel that has been booked will be confirmed by OOE by means of an invoice ("booking confirmation").

1.5 Bookings are non transferable and non refundable and tickets and vouchers will only be replaced at OOE's discretion if lost, destroyed or damaged.

1.6 Information collected from you (including personal information or information that is regarded by you as confidential) may be disclosed to OOE's employees, agents and contractors or collected by such persons on behalf of OOE to enable OOE to provide relevant services, but not for any other purpose.

### 2. THE TRAVEL OFFER

2.1 The travel booked ("travel") is the entirety of the trip in the booking confirmation. The booking confirmation in combination with the booking form, the terms and conditions of booking and these travel terms and conditions together constitute the contract. The contract is the entire agreement between OOE and you as to its subject matter and supersedes all prior representations, communications and agreements (if any) in connection with that subject matter.

2.2 If travel includes any carriage or accommodation that is booked through or with the assistance of OOE but is not provided by OOE the terms of contract of the relevant carrier or provider may apply, but such terms do not affect the contract between you and OOE. OOE bears no responsibility in connection with any act, omission, conduct or statement of any such carrier or provider.

2.3 OOE bears no responsibility for photos, brochures or any other information of any other person, nor for any undertakings, representations, arrangements, understandings, expectations or promises that are not in the contract. Images used in any such material naturally is not intended to depict the places, experiences, wildlife or conditions that you will actually encounter.

2.4 Information on these or other matters and any guidance as to climate, clothing, gear, wellbeing and any aspect of travel is given in good faith but without responsibility of OOE. You agree to rely on your own enquiries and warrant that you have made all enquiries and taken advice that is appropriate to your own circumstances.

### 3. PAYMENT

3.1 At the time of booking, you must pay a non-refundable deposit of 20% of the contract price. The remainder of the price must have been received by OOE 120 days before the voyage departure date shown in the booking confirmation ("departure date"). If the contract has been agreed within 120 days of departure date, the full price must be paid immediately. This paragraph is modified if there has been any written agreement between you and OOE for instalment payments, according to that written agreement.

3.2 After payment has been received, travel documents will be sent approximately six to eight weeks before the departure date. OOE is not responsible for any travel documents not arriving on time and will only replace missing travel documents at its discretion.

3.3 If you fail to fulfil any of your payment obligations, OOE reserves the right to cancel the contract or, without affecting any of OOE's rights, OOE may at its discretion send a written reminder and may require you to pay interest on the sum due of 1% for each month or part of a month of default.

### 4. CHANGES IN TRAVEL/PRICE

4.1 Changes in the travel that do not substantially alter the nature of the travel do not entitle you to cancel the contract or to a refund or reduction in the contract price. This includes, but is not limited to changes made by any agent or contractor of OOE, and changes in any departure time, route, programme, excursion or activity. OOE may change your cabin allocation provided you are given a cabin of equivalent or better class.

4.2 The agreed price is based on the prices, exchange rates, duties and taxes as known to

OOE at the time of the booking confirmation. Changes in these can affect the cost of the travel significantly. OOE reserves the right to change the price or introduce surcharges on the grounds of increases in the cost of any services essential to the travel prior to departure, even after payment has been received in full. If a price alteration is considered necessary by OOE, OOE must notify you in writing. Other terms of the contract are not affected.

4.3 OOE is never in any circumstances liable for costs that you may have incurred in preparation for or associated with your travel or intended travel (such as but not limited to flights, hotels, excursions, activities, connecting programmes or insurances).

### 5. CANCELLATION BY OOE

OOE reserves the right to cancel any departure up to 120 days before the departure date and if OOE does so, OOE will offer you alternative arrangements; you are not entitled to a refund or to make any claim such as but not limited to loss of holiday, loss of enjoyment, loss of expectation, loss of opportunity, consequential and/or indirect loss or damage (such as but not limited to loss of earnings, profit, market, opportunity, customers, goodwill, or loss of or damage to commercial image/reputation).

### 6. CANCELLATION BY YOU

6.1 You may only cancel the contract in writing, and only provided more than 120 days remain before the departure date. In doing so you will forfeit the non-refundable deposit. If you cancel on or after the 120th day before the departure date you must pay the cost of the travel in full.

6.2 Despite paragraph 6.1 you should be aware that the terms and conditions of the relevant airline company and all its cancellation policies and charges will also apply. See also paragraph 4.3.

6.3 OOE strongly recommends that you purchase insurance to cover the costs of any cancellation and/or curtailment of the travel but requires you to purchase insurance to cover the risks listed in in paragraph 10.13.

6.4 No refund will be made – in the event you do not take part in any programme, excursion or activity.

### 7. FORCE MAJEURE

OOE has the right at any time in the case of force majeure (e.g. war, terrorism, piracy, uprising, revolution, civil commotion, action of armed forces, acts of local/regional powers or authorities – whether or not recognized as a government – natural disasters, infection, contagion, epidemic, exceptional weather, sea or ice conditions, fire, breakdown, mechanical failure, casualty, stranding, strikes, differences with workmen, "acts of God" or the threat of any such and any unforeseeable circumstances the

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- consequences of which despite reasonable steps having been taken, could not have been avoided) to cancel or reschedule your travel. If a situation of force majeure occurs, OOE will offer you alternative arrangements; you are not entitled to a refund and you release OOE from all consequences of force majeure.
- 8. SECURITY AND SAFETY**
- It may be necessary for legal or security reasons for employees or agents of OOE or authorities to search contracting parties, their personal items and/or luggage. You consent to allow such search upon request by a representative of OOE and to the removal, confiscation or destruction (without compensation) of anything which may in the sole opinion of OOE's representative or the representative of any relevant lawful authority contravene any law, impair safety, cause delay or risk harm. You warrant that you have no weapon, or hazardous, flammable, explosive, noxious, toxic, corrosive, poisonous or infectious substance with you at any time during travel.
- 9. EXCLUSION AND LIMITATION OF THE LIABILITY OF OOE**
- 9.1 All travel and every part of it including transportation by any means, stay on shore, transfer, embarkation/disembarkation, voyage and stay on board ship, excursions or programmes on or off ship (such as but not limited to excursions, programmes or activities on land or ice or water - including but not limited to kayaking, cycling, stand up paddle boarding, hiking, camping, boating, exercise, sauna, spa, massage, wellbeing, enhancement / educational / information programmes or facilities) is at your risk. All liability of OOE of whatsoever kind including but not limited to liability for personal injury, illness, disease, death, trauma, psychological harm, disappointment, delay, loss of enjoyment, loss of expectation, the provision of, failure to provide or manner of provision of any goods, services or equipment, loss or damage in connection with possessions/baggage, consequential and/or indirect damages of the kind referred to in paragraph 5, inconvenience or discomfort is expressly excluded to the fullest extent permitted by law and whether caused in whole or in part by the negligence of OOE, its employees, agents or contractors.
- 9.2 OOE requires you to provide an assessment of your medical condition and where required from a qualified medical practitioner. It is your responsibility to inform OOE of any medical condition and/or disability that might require medical attention, or increase the risk of you requiring medical attention, or that might affect the conduct of the voyage, trip, expedition, activities and excursions or any part of the travel or intended travel, or the enjoyment of other participants. On making final payment you warrant (for yourself and for each person named on the booking) that you are physically and mentally fit to undertake the travel including taking account of its special character and risks and that you have notified OOE of any matter that may be relevant to OOE's decision to accept for travel both you and each person named on the booking. You acknowledge that OOE relies on your warranty and that your warranty is a continuing warranty.
- 9.3 In the event of a breach of paragraph 9.2 OOE has the right in its sole reasonable discretion to terminate the contract and after deduction of any associated costs, refund money paid by you; alternatively to allow travel on any conditions that OOE in its sole reasonable discretion determines and you release and indemnify OOE from all claims of whatsoever kind arising from or in connection with such termination or exercise of discretion.
- 9.4 In the event of any air travel or transshipment, the conditions of the air or other carrier apply in conjunction with any applicable international conventions. OOE has no liability of whatsoever kind in connection with such air travel or transshipment (such as but not limited to liability for death, injury, delay, loss of and damage to baggage) even if caused in whole or in part by the negligence of OOE, its employees, agents or contractors.
- 9.5 OOE is not liable for loss or damage (including theft or disappearance) of travel documents, valuables, cash, personal effects, baggage or possessions.
- 9.6 Without affecting anything in these terms, OOE accepts no liability for any injury, loss or damage for which insurance is generally available (whether or not you have the benefit of such insurance) - see also paragraph 10.13.
- 9.7 Without affecting anything in these terms, OOE is not liable for injury, delay, loss or damage caused or contributed to by you.
- 9.8 The travel, including programmes, activities and expeditions offered by OOE is mainly conducted in "marginal zones" and you acknowledge that in such areas infrastructure and facilities including medical facilities are often lacking. For example, in most areas there are no airstrips, nor are there any search and rescue or other emergency services. Accommodation, transport, safety, hygiene and other services may not be of the standard you are used to at home. Risks arise in such areas from foreseeable and unforeseeable causes including extreme conditions, acts of nature and hazards in connection with recreational activities which may take place. On booking the travel, you fully understand that such travel is not comparable to other kinds of travel. If for any reason such as but not limited to weather, sea or ice conditions, nautical reasons, wildlife movements or other eventualities, the OOE expedition leader or captain of the vessel decide in their sole discretion that certain places cannot be visited or to change, deviate from, delay, curtail, impose reasonable conditions on or withdraw or abandon any programme, activity or expedition or any part of them, OOE is not obliged to make any refund or offer any other consideration, and you release and indemnify OOE for all consequences of such decision including but not limited to loss of enjoyment, loss of expectation or consequential and/or indirect damages of the kind referred to in paragraph 5.
- 9.9 When there is a doctor on board, neither he/she nor OOE nor OOE's employees, agents or contractors will be held liable in connection with medical services or advice provided, or lack of any of them and you agree not to pursue any such claim including against the doctor, the ship, OOE, or any employee, agent or contractor of OOE.
- 9.10 Travel and/or the contract may be subject to The Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 (as amended by Protocol) which limits liability (including liability for personal injury and death) and otherwise provides for the rights and obligations of the carrier and the passenger. Where such convention is compulsorily applicable this contract shall be read subject to the convention but in all other cases the wording of this contract shall prevail. If you are in doubt about any aspect of the convention, OOE recommends that you obtain advice appropriate to your own circumstances.
- 10. YOUR OBLIGATIONS**
- 10.1 You must bear your own costs including but not limited to medical expenses, expenses of rescue, evacuation, return, repatriation (including without limitation when transhipped or landed under powers conferred by law or in connection with the contract); or while on shore; costs of the storage or carriage of any item that is not collected promptly at the end of the trip; all fares, passport and visa fees, excess baggage charges, taxes, travel insurance, gratuities, extra meals, laundry, optional excursions, activities and trips, extra services, non-standard transfers, drinks, items of personal nature and any expense not expressly included in the booking confirmation.
- 10.2 It is a requirement of OOE that you carry a valid passport (with accurate photo and unexpired validity of at least 6 months beyond the planned date of return to your home country) and have obtained all appropriate visas, permissions, documents, certificates and proofs (including but not limited to proof of inoculations and vaccinations) before you leave home. It is your responsibility to ascertain and comply with the current requirements of all carriers/ jurisdictions relevant to your itinerary and your own circumstances. If you do not or are unable to commence, continue or complete your intended itinerary, trip or any part of it, as a result of a breach of paragraph 10.2, OOE reserves the right to cancel the contract; you will not be entitled to a refund and OOE will be under no further obligation to you. You must indemnify OOE for all costs and consequences of such breach.
- 10.3 You must comply with all instructions given by OOE, OOE's employees, agents, contractors and their personnel, expedition leaders, and/or guides, the captain and/or

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- crew of the ship, in order to promote a safe, healthy and enjoyable trip for all participants. You must not engage in improper, abusive, threatening or offensive behaviour towards fellow travellers or other persons, must not damage any property, injure, disturb or damage wildlife, damage (including pollute) the environment, or threaten to do any of them, all of which is to be judged according to the standard of behaviour of the model traveller.
- 10.4 If in the sole opinion of the expedition leader or his/her delegate you are ever in breach of paragraph 10.3, OOE reserves the right in its sole discretion to terminate the contract and order you to leave the tour immediately with no right of a refund and without affecting OOE's rights. The expedition leader or his/her delegate may also in his/her discretion exclude you from any place, area or activity including the use of or access to any facilities for such period of time as he/she may in his/her sole discretion consider necessary. You are absolutely barred from making any claim arising out of or in connection with a decision, action, inaction, statement or conduct of OOE, its employees, agents or contractors or any of their or the ship's personnel.
- 10.5 You are encouraged to inform the expedition leader as quickly as possible, in writing, of any aspect of the travel, accommodation, equipment or facilities requiring attention and the expedition leader will do his or her best to find an appropriate solution. In the case of complaints OOE may in its discretion decide to offer an alternative and you must act reasonably in respect of any such offer.
- 10.6 If a prompt solution for a complaint cannot be found, you should present your complaint in writing both to the travel organisation through which your travel was booked and to OOE.
- 10.7 OOE, its employees and agents are entitled to reject any complaint or demand that in the sole reasonable opinion of OOE has been caused by or substantially contributed to by you, is of minor significance, has been exaggerated or concerns the rejection of any reasonable alternative or solution that has been proposed by OOE, its employee or agent.
- 10.8 In the unlikely event that a complaint has not been satisfactorily dealt with during the travel, you must make your written complaint in accordance with paragraph 10.6 within 30 days of the last day of travel. Failure to do so will result in the claim being waived and absolutely barred.
- 10.9 You must institute any legal proceedings within six months of the last day of travel. Failure to do so will result in the claim being waived and absolutely barred.
- 10.10 You are responsible to ascertain the exact time of all departures (including any changes) well in advance and reconfirm any air ticket or flight.
- 10.11 You agree to exercise care and vigilance about your personal safety and that of all your belongings including but not limited to travel documents, valuables, cash, baggage and effects.
- 10.12 You agree to comply with the laws, regulations and procedures (including any import restrictions and prohibitions) of any territory in or through which you pass and you alone are responsible for any contravention or your unlawful act. You agree to indemnify OOE for all costs and consequences of any unlawful act by you and each individual (if any) who is also named in your booking.
- 10.13 It is a requirement of OOE that you take out and obtain a valid and enforceable policy of travel and baggage insurance including full coverage for medical, dental, accident, repatriation/evacuation and baggage; together with (for all insurances) any coverage extensions required for the region and activities of the travel. Any rescue, evacuation, repatriation and/or medical costs that you may require including but not limited to cost of aircraft must be paid by you (See also paragraph 10.1). Without affecting the foregoing, you agree to make and to rely on your own enquiries concerning insurance coverage suited to your circumstances. You agree to provide evidence of insurance to OOE on request.
- 10.14 You agree to indemnify OOE for all costs and consequences of any breach by you of any obligation in paragraph 10.
- 11. GENERAL**
- 11.1 A variation to this contract may only be made in writing.
- 11.2 If any part of this contract is unlawful, invalid or unenforceable it is to be read down to the extent necessary so that it becomes enforceable, otherwise it is severable without affecting any other part of this contract.
- 11.3 You authorise OOE to use images of you taken during the travel for use in connection with that travel, or for publicity and promotional purposes (but not any other purposes) in any media it chooses, unless you notify OOE otherwise in writing.
- 11.4 Each right, immunity, exclusion from and/or limitation of liability in these conditions (a) is applicable to and extends for the benefit of each employee, agent and contractor of OOE; and (b) continues in full force and effect in all circumstances and notwithstanding any breach of this contract by OOE or any person entitled to the benefit of such provision.
- 11.5 OOE excludes all liability under any conditions and warranties implied by any applicable law except if such exclusion would cause this paragraph to be void (in which case OOE limits its liability to you under such conditions and warranties to the cost of replacement of any relevant goods or the re-supply of any relevant services.)
- 11.6 You and OOE each submit to the exclusive jurisdiction of the courts of Vancouver, British Columbia, Canada for all disputes arising out of or in connection with the contract, the travel, programmes, expeditions, activities and/or any associated or ancillary goods, services or facilities. The contract is governed by and to be construed in accordance with Canadian Maritime Law and the laws of the province of British Columbia.
- 11.7 Should any claim or legal action be brought contrary to anything in these terms, you must indemnify OOE for the whole of its expense and/or loss incurred as a result of or in connection with such claim or legal action.

By signing below, you acknowledge that you are the person whose name is entered in the signature space below and that you have read, understood and accept these contract terms. If you complete send this form electronically, please remember to tick the confirmation box.

## PASSENGER SIGNATURE AND DATE

NAME: \_\_\_\_\_ TRIP DATE: DD / MM / YY

SIGNATURE: \_\_\_\_\_ DATE SIGNED: DD / MM / YY

I acknowledge that by typing my name in the signature field and ticking this box, I am entering into a binding contract.

**HELPFUL TIPS:** If you are sending this form electronically remember to SAVE it to your Desktop or another folder on your computer so that you can easily retrieve it and attach it to an email. If you are using an older computer or software, you may need to print this out and complete using a pen.