

OCEAN ENDEAVOUR– CRUISE BOOKING CONDITIONS

IMPORTANT NOTICE TO YOU:

Please take the time to read and understand the conditions of booking set out below prior to booking a cruise with us. We strongly recommend that you also read the pre-departure information we supply to you to ensure that you understand the itinerary, style and physical demands of the Cruise you are undertaking.

1. OUR CONTRACT

These Cruise Booking Conditions govern the delivery of the Ocean Endeavour Product (the Cruise) by Ocean Endeavor Expeditions Pty Ltd (629 568 467) trading as Intrepid (us/we) to you. By booking a Cruise with us you have agreed to be bound by:

- (a) these Cruise Booking Conditions;
- (b) any pre-departure information that is supplied to you;
- (c) to the extent they apply to you the additional waivers, set out below:
 - a. the minor waiver
 - b. the Pregnancy waiver;
 - c. the Camping waiver; and
 - d. the Kayaking waiver

(which constitutes the entire agreement between you and us).

Your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. DEPOSIT REQUIREMENT

You are required to pay a non-refundable deposit of 20% of the full voyage cost (before any discount) per person per Cruise for your booking to be confirmed. If your booking is made within 95 days of the departure date, then the full amount is payable at the time of booking.

3. ACCEPTANCE OF BOOKING AND FINAL PAYMENTS

A contract will exist between you and us from the date you receive a confirmation invoice or if you book within 95 days of departure, the contract will exist when your payment is accepted. Please refer to your booking confirmation invoice for details regarding final payments, including how to make the payment. Payment of the balance of the trip price is due 95 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled and any cancellation charges outlined at clause 6 (Cancellation by You) will apply.

4. PRICES AND SURCHARGES

Our Cruise prices may vary at any time in accordance with demand, market conditions and availability. Your best option if you like the price you see is to book at that time. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply as set out below in clause 6 (Cancellation by You). We reserve the right to impose surcharges prior to departure due to unfavourable changes in exchange rates, fuel surcharges and increases in fuel costs, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for any amount up to 2% of the Cruise price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the Cruise price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. Please note that a surcharge may be applied to a purchase made by credit card.

5. YOUR DETAILS

For us to confirm your travel arrangements, you must provide all requested details with the balance of the Cruise price, and any additional details or clarifications required prior to your embarkation. Necessary details include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date, applicable waivers and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. For more information about how we treat your personal information please refer to our Privacy Policy.

6. CANCELLATION BY YOU

6.1. If you cancel some or all portions of your booking, including any optional activities, the cancellation term set out below will apply. A cancellation will only be effective when we receive written confirmation that you have sent to your relevant sales representative of the cancellation. If you cancel a Cruise:

- 6.1.1. 95 days or more before departure we will retain your deposit; or
- 6.1.2. fewer than 95 days before departure the cancellation fee is 100% of monies paid.

6.2. Customers booking in the United Kingdom and Europe may have additional rights when cancelling due to "unavoidable and extraordinary circumstances".

6.3. This credit is not transferrable or redeemable for cash. Please note that the arrangements in clause 6.1 do not apply to flights or insurance as they will have their own booking conditions. You are strongly advised to take out cancellation insurance at the time of booking. The above cancellation terms are in addition to fees which may be levied by accommodation providers, travel agents or third-party tour and transport operator fees.

6.4. If you fail to join a Cruise, join it after departure or leave a Cruise for any reason after it has commenced, we are not obliged to make any refunds for unused services. You will not be entitled to make a claim for damages and we are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

7. Cancellation by us

7.1. Except when your trip is cancelled due to a Force Majeure Event (as defined below in this clause 7), if we cancel your Cruise, you can transfer amounts paid to an alternate departure date or receive a refund.

Cancellation due to Force Majeure

7.2. If a trip is cancelled due to a Force Majeure Event, we can offer you a choice of:

- 7.2.1. a 100% credit of monies paid for your Cruise; or
- 7.2.2. a refund minus unrecoverable costs.

7.3. If the cancellation due to a Force Majeure Event occurs after a Cruise has commenced, we can offer you a choice of a pro-rata:

- 7.3.1. 110% credit for the days that remain on your Cruise after the point of your disembarkation; or
- 7.3.2. refund minus unrecoverable costs of the days that remain on your Cruise after the point of your disembarkation.

7.4. Any credit resulting from a cancellation under this clause 7 (Cancellation by us):

- 7.4.1. may be applied towards any other available Cruise offered by us to be taken before April 2024;
- 7.4.2. is not redeemable for cash;
- 7.4.3. excludes flights or insurance as they will have their own booking conditions.

7.5. In the event of cancellation, there will be no claim for damages by either party against the other and we are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights. This also includes the costs of being on board for mandatory quarantine or repatriation flights if we are required to disembark passengers at an alternative port.

7.6. A "Force Majeure Event" includes but is not limited to: acts of God; war; civil commotion; riot; blockade or embargo; fire; explosion; breakdown; union dispute; earthquake; epidemic, pandemic or other health emergency; faults or errors in navigation or management of this or of any other Vessel; seizure of the Vessel under legal process; any abrupt or unexpected increase in the cost of fuel or shortage of fuel; flood; windstorm or other extreme weather event; lack or failure of courses of supply; passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority, beyond the reasonable control of the parties, whether or not foreseeable, which would make it dangerous or not viable for a trip to commence or continue.

8. BOOKING AMENDMENTS

Transfers to a third party or an alternative Cruise are only permitted when operationally possible and, in the case of transferring to a third party, where the transferee meets all the requirements in relation to the Cruise. Fees may apply.

Inclusions and exclusions

Unless otherwise stated in the Cruise program or literature or as otherwise agreed to in writing, the Cruise price includes:

- all meals onboard the Ocean Endeavour including snacks
- onboard lecture program from expedition staff and naturalists
- all shore excursions and zodiac cruising (except optional activities with cost)
- use of rubber boots on land and use of waterproof outer shell jacket
- insulated inner jacket, yours to keep at the end of the Cruise
- transfer from airport to hotel (Day 1) and pre-night hotel accommodation with breakfast
- transfer from hotel accommodation to the Ocean Endeavour for embarkation
- transfers to airport on return to port
- all port taxes
- use of gym, sauna, pool and on-board jacuzzi and on-board yoga
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The Cruise price does not include:

- international or internal flights unless specified
- airport transfers, taxes and excess baggage charges unless specified
- meals other than those specified in the pre-departure information
- visa and passport fees
- travel insurance
- optional activities and all personal expenses
- tobacco, alcoholic or special beverages
- miscellaneous extras
- laundry and communication charges aboard
- medical care
- life jackets, waterproof outer shell jacket, insulated inner jacket and boots for minors under 16 years of age at time of travel
- waterproof outer shell jacket and insulated inner jacket for guests who require sizing larger than 3XL
- boots for guests who require sizing larger than men's size 14 boots
- gratuities for crew and expedition staff

Such goods and services, if available for purchase aboard the Ocean Endeavour, are at your own expense. Payment for all such goods and services must be made in cash or by credit card in US dollars (or other currency acceptable to us) upon demand by us prior to your disembarkation.

9. AGE AND HEALTH REQUIREMENTS

Minimum Age. The Ocean Endeavour cannot accommodate children under 8 years of age at the time of travel. If you are a parent or representative travelling with a minor under the age of 18 years old you must return a completed Minor Waiver and, if applicable, a Minor Travel Consent Form to us prior to embarkation of the Cruise. Due to the nature of our optional activities minimum ages also apply.

Maximum Age. There is no upper age limit for participating in a Cruise, although we remind you that our Cruises can be physically demanding, and you must ensure that you are suitably fit to allow full participation. **Medical requirements.** Before embarking on a Cruise, you must complete a confidential medical condition form to inform us of all pre-existing illness, disabilities or pregnancy and all other conditions for which you may require medical attention during the course of the Cruise. If any such condition arises after your booking has been confirmed, you must report all such conditions to us, or the ship's doctor before boarding, or if you have boarded, then before the Ocean Endeavour leaves port. We shall have no liability in connection with any such condition. For more information about how we treat your personal information, please refer to our Privacy Policy.

You must also ensure that you have an adequate supply of all medicines and medical supplies needed as they may not be available on board the Ocean Endeavour and be healthy enough physically and mentally to undertake and complete the Cruise. If requested by us, you must also have in your possession before boarding, a physician's certificate certifying that you are physically fit and capable to undertake and complete the Cruise. If you are pregnant, you will need to return a completed pregnancy waiver to us. If there are any changes in your physical condition between providing a certificate and boarding the Cruise, you must inform us of any relevant updates.

Refusal of Passage. We reserve the right to refuse passage to a customer who has failed to give proper or correct notice of any disability, illness, pregnancy or other condition requiring special care, attention or treatment or who in our sole opinion is physically or mentally unfit for the Cruise. We also reserve the right to refuse passage to a customer who has provided any misleading information, including personal details. In such event, you are not entitled to any compensation from us.

If you embark or attempt to embark, or allow any other customer for whom you are responsible to embark, when you or such other customer is:

- suffering from any sickness, disease, injury or infirmity bodily or mental; or
- to his or her knowledge has been exposed to any infection or contagious disease;
- for any other reason is likely to impair the health, safety or reasonable comfort of other persons onboard; or
- for any reason, is refused permission to land at his or her port of destination, you shall be responsible for any loss or expense incurred by the us directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission to land unless you sought our prior consent in writing. We also reserve the right to direct your disembarkation.

Medical Services on Vessel. Any physician or medical personnel on board is an independent contractor and works directly for the customers. Any physician or other medical personnel that renders emergency treatment and/or performs medical or surgical services, does so at the rates fixed in the "Schedule of Physician's Charges" posted aboard the Ocean Endeavor or as otherwise agreed to, or in the absence of, then at customary rates.

Treatment at Your Risk. All medicines and all medical or surgical services furnished by the ship's doctor or any other physician or medical personnel (all of whom are engaged by you as independent contractors) or ship's officers, our employees or our agents, shall be and are accepted by and at your sole risk and expense, and we shall not be responsible for the quality, nature or consequence thereof.

10. PASSPORT, VISA AND IMMIGRATION DOCUMENTS

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region you visit on your Cruise. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination, inoculations or medical certificates) and insurance policies. Your passport must be valid 6 months after the last date of travel with is as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start

of the trips, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by us that is a direct result of your failure to secure or be in possession of proper travel documentation.

11. TRAVEL INSURANCE

Travel insurance is mandatory for all our travellers and must be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses, and evacuation and/ or emergency repatriation with a minimum coverage of US\$500,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of baggage and personal effects. You must provide your travel insurance policy number and the insurance company's 24-hour emergency contact number prior to the departure of your Cruise; you will not be able to join the Cruise without these details. If you have travel insurance connected to your credit card or bank account please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank's name and credit card details.

12. CHANGE OF ITINERARY, DELAYS, QUARANTINE

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each Cruise is representative of the types of activities contemplated, but you acknowledge that the Ocean Endeavour's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels in distress, assistance of other vessels in distress, availability of berth facilities, and other factors which may be beyond our control including a Force Majeure Event. Any dates and/or times specified in any timetables or otherwise which may be issued by us, or our agent, are only approximate and may be altered by us at any time and to such extent as is considered necessary in the interest of the Cruise as a whole. We will notify you as soon as possible if any changes are made. You will have no right to any refund and we will have no obligation to you or be liable for any compensation or damages, for any loss, consequential or indirect damages, expenses, loss of time or inconvenience, loss of opportunity or loss of enjoyment in respect of such changes.

Changes in Ports. If we, for any reason whatsoever consider it necessary or desirable in the good management of the Ocean Endeavor, we may cause the Ocean Endeavour not to make calls at any port or ports or to land or board You or your Baggage. You may be landed with your Baggage at the next practical port of call without any liability on our part. You must bear all expenses to such omitted port or place of final destination, subject to any applicable laws.

Quarantine. In the case of quarantine of the Ocean Endeavour or other condition requiring detention of you, you shall bear all risks and expenses incurred. You agree to pay our charges for your food and accommodation during the period of detention, payable day by day, if you are maintained on board the Ocean Endeavour, and for all other quarantine fees and expenses assessed or incurred on your account.

Refusal of Permission to Land. If immigration or other government authorities refuse permission to land, or give orders for deportation, no claim by you against us on that account shall be valid.

13. AUTHORITY ON TOUR

Our Cruises are run by an Expedition Leaders. The decision of the Expedition Leader, the Ocean Endeavour's Master or any other person authorised by us (**Authorised Representatives**) is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the Cruise or the well-being of the communities and wildlife we visit. If you fail to comply with a decision made by an Authorised Representative, or interfere with the well-being or mobility of the group, the Authorised Representative may direct you to terminate your participation in the Cruise or any optional activities, to leave the Cruise immediately, with no right of refund, or any other action required in the circumstances, including but not limited to restricting you to your cabin. We will not be liable for any compensation, costs, damages or losses arising from such termination or action. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries and regions visited and generally act in a way that is respectful to the crew member and your fellow passengers and in compliance with the ship's rules.

14. ACCEPTANCE OF RISK

You acknowledge that the nature of the Cruise may be adventurous and participation involves a degree of personal risk which may be in addition to the normal course of an adventurous trip including extreme weather conditions that are subject to sudden and unexpected changes, remoteness from normal medical services, and evacuation difficulties.

You also acknowledge that you are choosing to travel at a time where you may be exposed to the COVID-19 virus which may have direct or indirect consequences including but not limited to, medical issues, border closures and/or quarantine requirements. We will take all reasonable steps to ensure your safety and may require you to follow additional mandatory safety protocols on your trip including the completion of medical checks, signing of waivers, completion of medical assessments or evidence of extra precautions.

We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

To the fullest extent permitted by law and except to the extent that this disclaimer may be prohibited by Australian Consumer law or other applicable legislation, you agree to release us, our related bodies corporate, contractors, employees and agents, and any licensor or licensee from all claims and actions that you have, or may have at any time in the future, against them or any of them, howsoever arising, for personal injury, death, property damage or any other loss, damage or expense that you may suffer as a result of your participation in any trip organised with or in conjunction with the Cruise.

15. CLAIMS & COMPLAINTS

If you have a complaint about your Cruise please inform your group leader or our local representative at the time so that they can attempt to rectify the matter. If you believe that your complaint has not been resolved through these means then any further complaint should be put in writing through your booking agent within 30 days of the end of the Cruise.

16. THE RIGHT TO PHOTOGRAPH YOU

When you are travelling with us, as part of your experience a photo or video may be taken either by a crew member or one of our partners or another passenger. We care about your privacy so if you do not wish for your photograph to be taken at any time, or to be included in any video, please let your tour group leader, crew member or the photographer know. Any photos taken by our staff (including employees and group leaders) will not be used for marketing purposes without your prior knowledge. Whilst we take every precaution to protect your privacy, we are not responsible for customers who may take your photograph or video you without our knowledge.

On some occasions, we may engage professional photographers to take and obtain photos to use in our marketing materials. We ensure that all of our customers are notified prior to travelling on our trips if a professional photographer is being engaged and you have the right to say no or opt-out of being included in any photos being taken for these purposes, including any subsequent content or images use.

17. CHANGES IN CABIN ARRANGEMENTS

If, in our opinion, or the opinion of the Master or our agents, the arrangement of booked cabins must be altered, we shall have the right to allocate another cabin to You. The price of the Cruise and the standard of allocated cabin will, if possible, be substantially the same. If we are unable to offer such alternative cabin, we may cancel your booking and refund any unused fare, and You shall have no other claim against us.

18. BAGGAGE

Hazardous items. Under no circumstances may dangerous articles such as firearms, matches, gun powder, explosives, oxygen or combustible or illegal substances be taken aboard the Ocean Endeavour (**Hazardous Items**). You are also not allowed to bring on board items or articles, the importation or exportation of which may be forbidden, or which do not conform to the customs or police regulations or the laws of any country to which the Ocean Endeavour may go in the course of the Cruise. We may dispose of or destroy such Hazardous Items without liability. You will be liable for the full amount of all loss, damage or delay to the Ocean Endeavour or her cargo and for all injury to, or death of any of the customers, officers or crew or other persons caused by such hazardous articles brought on board by you.

Prohibited items. In addition to Hazardous Items, you must not bring any prohibited items on board, including but not limited to, drones, other remote-controlled devices and any other devices that may contravene or invalidate our Antarctica Operating Licences including our IATO Licence (**Prohibited Items**). Such Prohibited Items shall be confiscated for the duration of your Cruise and returned to you upon your disembarkation. We shall not be liable to you in any way in the event that you bring Prohibited Items on board the Cruise.

19. THIRD PARTY OPTIONAL ACTIVITIES

Your use of the services of the Ocean Endeavour's Wellness Centre or other personal service personnel, if carried on board, or athletic or recreational equipment, facilities or supplies, is at Your own risk and expense and may be subject to third party terms and conditions. We are not responsible for the acts and omissions, whether negligent or otherwise, of these third-party suppliers. Any disputes between you and any third party, are to be resolved solely between you and that party.

20. WATERCRAFT WAIVER

You understand and agree that we do not bear any responsibility or liability for any excursion(s) involving watercrafts, including zodiacs, Explorer boats or any other tenders (**watercraft**) you may take during this Cruise. You release, hold harmless and forever discharge us, your directors, agents and employees from all liability for all damages resulting from the ownership, maintenance, use, operation or control of the watercraft(s).

21. LIABILITY

21.1. Our liability (if any) for death and/or personal injury to you and/ or the loss of or damage to Baggage during your Cruise shall be determined by the provisions of "Athens Convention Relating to the Carriage of Passengers and their Baggage by Sea 1974" as amended by 2002 Protocol ("**Athens Convention**"). The Athens Convention is expressly incorporated into the Conditions of Carriage: <http://www.admiraltylawguide.com/conven/passengers1974.html>

21.2. We will not be responsible or liable for loss, damage or robbery of travel documents, baggage or other possessions.

21.3. We acknowledge that our services which include the Cruise ("Services") may come with guarantees that cannot be excluded under Australian Consumer Law or other applicable laws in other jurisdictions. "Australian Consumer Law" means the uniform consumer protection law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (the CCA).

21.4. To the maximum extent permitted by law we exclude all liability whatsoever to you or any other person (whether in contract tort or otherwise) for any loss (whether direct, indirect, consequential) including death or personal injury or damage of any kind that may be suffered as a result of any act or omission whether negligent or otherwise by or on behalf of us in connection with the Services or any other matter or thing relating to these Cruise Booking Conditions except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct. This clause does not limit or exclude your rights under the CCA.

21.5. In addition, we shall have the full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and the global limitation on damages recoverable from us and nothing in these Cruise Booking Conditions is intended to limit or deprive us of any such statutory or otherwise limitation or exoneration of liability. Our servants and/or agents shall have the full benefit of all such provisions relating to the limitation of liability.

21.6. **Limitation of Liability.** Where the law implies a warranty into these Cruise Booking Conditions which may not lawfully be excluded (in particular warranties under the CCA) our liability for breach of such a warranty will be limited to either supplying the Services again or payment of the cost of having the services supplied again.

21.7. **Indemnity.** You indemnify us (and all of our subsidiaries, officers, employees, contractors and agents) against all losses, claims actions, proceedings, damages, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with:

21.7.1. your access or use of the Services, this includes your delegate's access or use of the Services; and

21.7.2. any breach by you (or your delegate) of:

21.7.2.1. these Cruise Booking Conditions; or

21.7.2.2. any additional terms applicable to providing the Services, except to the extent that such loss or damage as a direct result of our fraud or wilful misconduct.

21.8. We are not liable for or in connection with or arising out of any acts or omissions of any kind of any independent sub-contractors on board the Ocean Endeavour and/or ashore.

21.9. The Cruise Booking Conditions including limitation of liability are applicable to any shore excursions or optional activities purchased from and or provided by us.

21.10. **Vicarious liability.** We shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by us nor for any intentional or negligent acts of our employees committed while off duty or outside the course and scope of their employment.

22. SEVERABILITY

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

23. PRIVACY POLICY

Any personal information that we collect about you will be handled in accordance with our Privacy Policy and may be used for any purpose associated with the operation of a trip. In making this booking you consent to this information being passed on to the relevant persons such as our agents, service providers or other suppliers to enable us to operate the trip or, if permitted by any relevant Spam laws, to send you marketing material in relation to our events and special offers.

You are responsible for reviewing this Privacy Policy periodically and informing yourself of any changes to this Privacy Policy.

24. APPLICABLE LAW

The laws of New South Wales, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of New South Wales, Australia.

25. ASSIGNMENT AND REGISTERED ADDRESS

We can assign or otherwise transfer any of our rights or obligations under these Booking Conditions, including novation to a related body corporate (as defined in the Corporations Act 2001 (Cth)), at its sole discretion on written notice to You (including notice via the Website).

101/308 Pacific Highway, Crows Nest NSW 2065, Australia