



TERMS & CONDITIONS – Antarctic Season 2008-09

Antarctica XXI is in business to help people realise their Antarctic dreams and goals. **Antarctica XXI** will endeavour and strive to do everything in its power to help make their involvement with **Antarctica XXI** and Antarctica a positive and rewarding experience.

To this end **Antarctica XXI** strongly advises that all travelers carefully read these Terms and Conditions, as all rights and obligations between **Antarctica XXI** and each passenger will be governed by these as herewith described.

DESCRIPTION OF THE PROGRAM:

The program that **Antarctica XXI** is offering to the participants is described in the **Travel Program** corresponding to each voyage.

GENERAL BOOKING TERMS:

The following booking terms will apply in case of a regular booking, i.e. individuals or groups; in case of a charter (booking of the entire voyage and vessel) specific booking terms will have to be negotiated and agreed upon.

- To confirm a booking made 120 days prior to the departure date or earlier, a Booking Fee of USD1,500 per person should be made at this time.
- The Booking Fee falls to USD 750 per person if the total cost of the voyage is lower than USD 5,000.
- The total amount of the cost should be paid no later than 120 days before the date departure. Failure to do so will liberate the booking for sale to another passenger.
- If a reservation is made after 120 days prior to the departure date, the total cost of the voyage must be paid at once in order to have a confirmed reservation.
- The **Participation Form** duly filled and signed by the passenger should be received by ANTARCTICA XXI no later than 120 days prior to departure date. The Form must be signed by a qualified doctor (with signature and stamp).

The payment of a deposit of any part or full payment for a reservation on this tour shall constitute consent to all the provisions contained herein.

PAYMENT, CANCELLATION AND REFUND POLICIES:

The following payment, cancellation and refund policy will apply in case of a regular booking; in case of a charter (booking of the entire voyage and vessel) specific payment, cancellation and refund terms will have to be negotiated and agreed upon.

Once the **Booking Fee** is received, the outstanding payment should be paid **in full no later than 120 days prior to departure**. Failure to do so will liberate the booking for sale to another passenger and the booking fee will not be refunded.

ANTARCTICA XXI
Lautaro Navarro 987, 2° piso
Punta Arenas
Chile

Phone: + 56 (61) 614100 Fax: +56 (61) 614105
US & Canada : (877) 994-2994
E-mail: sales@antarcticaxxi.com
Website: www.antarcticaxxi.com





In case of cancellation, **which must be done in writing** by the passenger, the following terms will apply:

- Cancellation made **up to 120 days prior to departure**: there will be a full refund of the expedition or program cost less 50% of the Booking Fee.
- Cancellation made **between 120 days and up to 60 days prior to departure**: there will be a refund of 70% of the total cost of the voyage (per person).
- Cancellation made **between 60 days and up to 30 days prior to departure**: there will be a refund of 40% of the total cost of the voyage (per person).
- Cancellation received **after 30 days prior to departure**: there will be no refund whatsoever.
- If payments are not received by the dates specified above, **Antarctica XXI** reserves the right to cancel a booking and withhold return of all payments received, unless a change in the payment schedule has been agreed in writing by an Officer of **Antarctica XXI**.

Antarctica XXI reserves the right to cancel an expedition or program prior to the scheduled date of departure for any reason whatsoever. The decision to cancel an expedition or program is within the sole and absolute discretion of **Antarctica XXI**. In the event of such a cancellation, all monies received by **Antarctica XXI** from the passenger or the passenger's booking agent for that expedition or program will be refunded, including the Administrative Fee mentioned in **Booking Terms**. **Antarctica XXI** shall not be liable for any special or consequential damages, whether known or unknown, neither for any costs of air ticket, hotel or similar expenses that the passenger may have incurred in, under any circumstances whatsoever.

Antarctica XXI reserves the right (in its sole and absolute discretion) to reschedule the departure and return of any expeditions or program in the Antarctic region at any time, as conditions warrant, and without prior notification and no further obligation on our part. **Antarctica XXI** also reserves the right (in its sole and absolute discretion) to alter or omit any part of the itinerary with due notice to the passengers wherever practicable. Such rescheduling does not constitute cancellation by **Antarctica XXI**. All reasonable efforts will be made by **Antarctica XXI** staff to ensure that the passenger's expedition objectives are met.

Antarctica XXI strongly suggests all of its passengers to purchase voyage cancellation and interruption insurance as protection against an emergency which may force you to cancel or leave an expedition or program while it is in progress.

RATES:

Program and Expedition rates are based on tariffs and exchange rates in effect at the time of printing and are subject to change prior to departure. **Antarctica XXI** reserves the right to modify the published rates without prior notice.

RESPONSIBILITY:

Antarctica XXI is not responsible for any expenses incurred by the passenger or passenger's booking agents in preparing for the voyage, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other voyage related expenses.

ANTARCTICA XXI
Lautaro Navarro 987, 2° piso
Punta Arenas
Chile

Phone: + 56 (61) 614100 Fax: +56 (61) 614105
US & Canada : (877) 994-2994
E-mail: sales@antarcticaxxi.com
Website: www.antarcticaxxi.com





A tight time-schedule connection with an Antarctic expedition is unwise. For this reason, **Antarctica XXI** strongly suggests that a flexible air ticket be held for your journey home. In no case is **Antarctica XXI** responsible for any expense or penalty incurred by the passenger or passenger's booking agents deriving from a change in the ending date of the Travel Program.

Participants should understand that there are certain known and unknown hazards involved in Antarctic expeditions, which they must accept voluntarily at their own risk. **Antarctica XXI** will not be liable for any illness, injury or death sustained during an expedition, nor will it be liable for any uninsured losses of property of any participant. **Antarctica XXI** shall not be responsible for any injury to persons (whether or not resulting in death) or damage to property arising out of any act of war, terrorism, insurrection, revolt or other civil or military uprising occurring in the countries of origin, destination or passage. Baggage is at the owner's risk entirely.

That is why Antarctica XXI strongly urges participants to check with their insurance agent to make sure that they are adequately covered for all eventualities. In case of a medical problem arising during the voyage, which results in costs for evacuation or repatriation, the responsibility for payment of these costs belongs solely to the passenger. Antarctica XXI strongly advises that passengers ensure that such eventualities are covered by travel insurance. If not covered by travel insurance, the responsibility still remains with the passenger and Antarctica XXI specifically declines any responsibility whatsoever.

Antarctica XXI's staff, agents and representatives, other than an Officer of Antarctica XXI, are not entitled to promise refunds for whatever reasons, and **Antarctica XXI** will not be bound by any such oral or written promises.

ITINERARY:

Antarctica XXI has the duty to advise you that all operations carried out in the Antarctic territory are subject to constantly changing weather conditions and that the safety and comfort of passengers and crew will never be put at risk by taking actions that may result in a disappointing end to a unique experience.

This is an expedition to a remote part of the world, and **Antarctica XXI** reserves the right to change the itinerary described in the Travel Program due to weather conditions, availability of anchorages or landing sites, political conditions and other factors beyond **Antarctica XXI's** control without consulting the participants. On any flight (to or from Antarctica), or in any sea operation, such operations will be carried out exclusively and absolutely according to the judgement of the Captain of the aircraft or the vessel, whose decision will be definite and will not be questioned by any party. It is understood that such decisions will be made in the best interests of all the passengers and with regard to the safety of the vessel and the aircraft. Participants have no right to any refund or other considerations in the event of these inevitable itinerary changes.

In case that departure to or from Antarctica cannot take place due to unfavourable weather conditions either at point of origin and/or destination, **Antarctica XXI** will apply the Contingency Plan described in the Travel Program corresponding to each voyage.

ANTARCTICA XXI
Lautaro Navarro 987, 2° piso
Punta Arenas
Chile

Phone: + 56 (61) 614100 Fax: +56 (61) 614105
US & Canada : (877) 994-2994
E-mail: sales@antarcticaxxi.com
Website: www.antarcticaxxi.com





ADMITTANCE:

These voyages are intended for persons in reasonably good health. By making a reservation, the passenger confirms that they do not have any physical or medical conditions or disabilities that would create a hazard to he/herself or other passengers. **Antarctica XXI** reserves the right to exclude passenger from part or all of the tour, should the passenger be considered by **Antarctica XXI** to be not physically able or prepared to participate safely.

Should a passenger's application for participation in an expedition or program be justifiably declined by **Antarctica XXI** prior to the scheduled date of departure, **Antarctica XXI** will refund all payments received from the client less USD500 Administrative Fee, and this will be the limit of **Antarctica XXI's** liability. **Antarctica XXI** shall not be liable for any special or consequential damages, whether known or unknown, under any circumstances whatsoever. **Antarctica XXI's** decision to decline a passenger's participation in any expedition or program shall be taken in its sole and absolute discretion.

Antarctica XXI's leaders and guides will do their utmost to ensure that any problems are solved for the benefit of the group and the expedition as a whole. Passengers accept **Antarctica XXI's** authority (whether it be a Captain, Expedition Leader, Field Operations Manager or Field Guide) to make decisions affecting the group or individuals. For instance, such leader may require an individual to leave the group and/or to be excluded from (continuation of) the voyage (components) if he/she believes that person's health is at risk, if an illegal act is committed, or their behaviour becomes detrimental to the safety, enjoyment or wellbeing of the group. Should an **Antarctica XXI** leader take such action, that person would not be entitled to any refund whatsoever.

If the disturbing behaviour or damage (as described above) should occur, all costs resulting from this shall be charged to the passenger.

BAGGAGE ALLOWANCE:

On the flights to and from Antarctica, the maximum baggage allowance for each passenger, including hand luggage, is indicated in the Travel Program corresponding to each voyage. Baggage exceeding the maximum weight will be refused on board the aircraft and will not be allowed even by paying an excess baggage fee. Exceeding luggage will be kept in custody and will be returned to passengers upon arrival from Antarctica.

PHOTOGRAPHY:

Passengers extend **Antarctica XXI** permission to take their photograph during the voyage and release all rights over those images. Passengers who do not wish to be photographed during the voyage must inform **Antarctica XXI** in writing, prior to the voyage.

LAW AND JURISDICTION:

This Agreement and any disputes hereunder shall be governed by and construed in accordance with the laws of the Republic of Chile.

ANTARCTICA XXI
Lautaro Navarro 987, 2° piso
Punta Arenas
Chile

Phone: + 56 (61) 614100 Fax: +56 (61) 614105
US & Canada : (877) 994-2994
E-mail: sales@antarcticaxxi.com
Website: www.antarcticaxxi.com

