



North Pacific Expedition

Terms and Conditions

Acceptance of our Terms and Conditions

By accessing and using the services of North Pacific Expeditions (referred to as NPE) you accept and agree to be bound by the terms and Conditions and the acceptance of the Activity Risk Acknowledgement agreement/contract. In addition, when using our services, you shall be subject to any posted guidelines or rules applicable to our services, and all Federal and State laws. Any participation in our services will constitute acceptance of this agreement/contract. If you do not agree to abide by these Terms and Conditions, do not use NPE services.

Reservation and Payment Policy

We will hold your reservation for 10 CALENDAR DAYS pending receipt of your 50% deposit. The remaining balance is due 90 days prior to your cruise departure date. Reservations made within 90 days of departure require full payment. We accept personal checks and cashier's checks in U.S. funds.

We also accept major credit cards for a nominal convenience fee of 3.5%.

Tour Start Date

It is the responsibility of the client to be ready to board the vessel on the start date of the cruise as stated on the itinerary. NPE is not responsible for any missed/cancelled travel arrangements such as flights, rail, or other transportation arrangements either arranged by the client or by North Pacific Expeditions.

Cancellation Policy

More than 90 days prior to cruise departure – full refund less 10% cancellation fee of FULL fare cost and any applicable commission fees. Less than 90 days prior to departure – the total cost of the cruise is non-refundable.

Cruise purchase price does not include

The cost of: hard liquor; recreational fishing licenses; gratuities; airfare unless specifically specified by NPE; airport and other travel taxes and/or fees; baggage fees; failure of any transportation system; travel and/or medical or any other kind of insurance; passports and visa fees; medical costs; illness; hospitalization costs; immunizations; purchase or loss of personal items; additional expenses arising from the delay or extension of a cruise due to weather or any third party services; political disputes; or any other causes or conditions beyond NPE's control.

Changes, unused services and personal expenses by client

All cruises are pre-scheduled and cannot be changed to different destinations/routes unless prior approval and availability exists. NPE does not give partial refunds for those services not used by the client.



North Pacific Expedition

Terms and Conditions

Price changes, surcharges

NPE cruise prices are set for the cruise season to offer competitive services and shall exercise every effort to honor that price. However, in very rare and unforeseen circumstances, a significant increase in daily costs, which we can't control may need to be applied to the purchase price of the cruise. As a result, if these unforeseen costs become significant, such as, but not limited to, a significant increase in fuel, airfare, railroad transportation, passenger provisions (food), port fees, or government taxes may be passed through to the client up to 90 days prior to departure.

Medical, Fitness and Mobility

For the enjoyment of your NPE's cruise, good physical and mental health is important. A certain amount of agility is required to get in and out of the sea kayaks and the skiff. There will be some light hiking and short sea kayaking excursions, but no strenuous activities. Clients with medical problems or restrictions need to decide before the cruise that they are fully able and capable physically, medically and mentally to participate in the activities provided by NPE. In certain circumstances, we may require a written physician's statement acknowledging that the client is physically, medically and mentally capable to embark on a NPE cruise. When the client submits a signed reservation form, the client will confirm that he or she does not have any physical or other disabilities that would be hazardous to themselves or any other passenger or crew.

Travel Documents

Passengers are responsible for all travel documents (i.e. passport- for Canada cruises, airline tickets).

Trip and Medical Insurance

We highly recommend trip and medical insurance, to cover you if any unforeseen situations arise. Trip and/or medical insurance, depending on the policy choices selected/purchased, could reimburse you for nonrefundable airfare and other travel costs due to cancellation or interruption of your cruise and related medical emergencies including medical evacuation and transportation. It is the responsibility of the passenger to research what type of trip and medical insurance may be required that meets the client's coverage needs.

Cabin Accommodations:

We have a limited number of cabins. If you are traveling alone or prefer a cabin to yourself, there will be a surcharge fee of 50% of the single fare cost to meet the double occupancy rate requirement.

Child Policy

Although every child is different and as a courtesy to our other clients/passengers on our mixed client cruises, we recommend children ten years of age and older. We do not have special areas for children on the yacht. With whole boat charters, we can accommodate any age. During our cruises, it is the responsibility of the parent(s) to watch over their children as the crew is unable to entertain or babysit



North Pacific Expedition

Terms and Conditions

due to the demands of running the vessel. A parent or a legal guardian must accompany anyone under the age of 18.

Smoking

Passengers/clients may not smoke below decks or within any enclosed area of the vessel. Smoking is allowed outside in designated areas.

Limitation of Liability

Passengers on NPE assume all risk of physical injury, illness, or death. NPE is not liable for loss/damaged/stolen personal property such as baggage, cameras, electronic equipment (computers, iPhones, iPads, etc.) or other items of value. Weapons, explosives, or dangerous/harmful items or illegal drugs or illegal drug paraphernalia shall not be permitted aboard the vessel.

Use of photos, videos, images or recordings

NPE reserves the right to photograph, videotape, and/or record passengers during the time on the cruise, on land or docked at port for NPE marketing, promoting, or publicizing purposes without compensation or notification. Passenger agrees that any photographs, videotapes, or recordings of persons or fellow passengers, crew, the vessel or equipment taken or recording during the cruise will not be used for commercial purposes outside NPE. If client/passenger wishes to not have any photographs, and/or video recordings taken of themselves than a written and signed statement is required by NPE prior to the scheduled cruise date.

Authority on Cruise

NPE expects our passenger/client to follow Federal and State laws, customs, drug and other regulations. NPE has specific rules aboard the vessel enforced by the captain for the safety of the passengers/clients. In addition, NPE has established company policies and rules that must be observed at all times. The captain of NPE vessels has the sole right and authority to deny entry aboard (embark) or deny activity participation while aboard the vessel without recourse or refund of any kind. These laws and rules are enforced by the captain and crew.

Medical Assistance

NPE has only Medic First Aid and/or basic First Aid services available to an injured or ill passenger until evacuation can be arranged to a medical facility or hospital on land. Any costs incurred in evacuation and transporting of the passenger/client will be at the sole expense of the passenger/client.

Force Majeure

In the event of Force Majeure, NPE shall not be liable for any delay or cancellation in the performance of our contract for the period that such a failure is beyond the reasonable control of NPE included but not limited to: fires(s), adverse weather, earthquakes, tsunamis, explosions, lightning, and terrorism.



North Pacific Expedition

Terms and Conditions

Changes in Itinerary

It may be required for NPE to replace, schedule, cancel or alternate ports of call or the duration of the cruise. NPE reserves the right to do so for any reason, without prior notice. If this occurs NPE will not be legally responsible to the passenger for the change. If duration of the cruise is altered (less days) than a pro rata refund calculated on a per day basis will be refunded.

Cancelled Cruises: NPE reserves the right to cancel any cruise prior to the scheduled departure due to under subscription or logistical problems (such as vessel failure/breakdown resulting in unscheduled maintenance, crew illness or disputes, onshore strikes or disputes, service availability). As a result of a cancelled cruise, the client may transfer to another available cruise or request a refund of all payments made to NPE in full.

Severability

If any provision or portion thereof, of this agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this agreement shall remain in full force and effect.

Successors and Assigns

The rights and obligations of the parties to this agreement will be binding and will be of benefit to NPE, and you and your respective heirs, successors, representatives and assigns.

Claims and complaints

Any claims/complaints by the client/passenger must be made to the captain of the vessel or company staff in order to rectify the situation. A claim/complaint must be in writing and submitted within 30 days after the cruise service was provided to the client/passenger.

Intellectual property rights

NPE original content, features and functionality are owned by NPE and protected by trademark, copyright, trade secret or other intellectual property or proprietary rights laws.

Disclaimer of accuracy of information

The Website is offered and provided as marketing informational purposes only. NPE shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the website, and shall not be responsible nor liable for any errors or omissions in the information provided.

Updating of Terms and Conditions



North Pacific Expedition

Terms and Conditions

NPE reserves the rights to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy we will announce that these changes have been made on our home page and other key pages on our site.