



# North Pacific Expeditions

## Terms and Conditions

### Acceptance of 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 provisions of the 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. 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%.

### Cancellation by the Passenger

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

### 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.

### Cruise Cost Exclusions

The cruise purchase price does not include cost of: hard liquor; recreational fishing licenses; gratuities; airfare unless 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 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/consumed by the client.



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### Price Changes and Surcharges

NPE cruise prices are set for the cruise season to offer competitive services and we will exercise every effort to honor the posted price. However, in very rare and unforeseen circumstances, an uncontrollable increase in daily costs may need to be applied to the purchase price of the cruise. If these unforeseen costs become significant, they may need to be passed through to the client up to 90 days prior to cruise departure date. Examples include but are not limited to a sharp increase in the price of: fuel, airfare, railroad transportation, passenger provisions (food), port fees or government taxes.

### Changes in Itinerary

In the event of an unforeseen circumstance, it may be required for NPE to replace, schedule, cancel or alter the 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/client for the change. If duration of the cruise is altered (less days) than a pro rata refund shall be calculated on a per day basis and the appropriate funds 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 (e.g. vessel mechanical failure/system breakdown resulting in unscheduled maintenance, crew illness or disputes, onshore strikes or disputes or 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. As such, NPE strongly recommends travel insurance for those travel costs not included, provided or a part of NPE services.

### 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. These events may include, but are not limited to, fires(s), adverse weather, earthquakes, tsunamis, explosions, lightning, terrorism or any other unforeseen circumstance/situation that is outside of NPE's control.

### Travel Documents

Passengers are responsible for all personal travel documents and documentation (e.g. personal identification, passport and visas (as applicable), travel insurance, and any other applicable documentation or certificates as applicable for travel needs).

### Trip and/or Medical Insurance

We highly recommend trip and/or medical insurance to cover you should any unforeseen situations arise. Trip and/or medical insurance, depending on the policy selected/purchased, may reimburse you for nonrefundable airfare, travel costs due to cancellation/interruption of your cruise or related medical



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emergencies including medical evacuation and transportation. It is the client's responsibility to research what type of trip and/or medical insurance best meets the client's coverage needs.

### Cabin Accommodations

We have a limited number of guest cabins that can accommodate clients traveling as a single person. If you are a single traveler and prefer a larger cabin, there will be a surcharge fee of 50% applied to the single fare client cost.

### Child Policy

Although every child is different, as a courtesy to our other clients/passengers on our mixed client cruises (i.e. non-whole boat charters), we recommend children be at least 10 years of age and older to participate in our cruises. We do not have special play areas for children on the yacht. Therefore, it is the responsibility of the parent(s)/guardian(s) to watch over their children. The crew is unable to entertain, babysit or otherwise attend to the child's daily needs due to the demands of vessel operations. A parent or a legal guardian must accompany anyone under the age of 18 on any NPE cruise.

On whole boat charters, we gladly accommodate children of all ages.

### Smoking

Passengers/clients may not smoke or vape below decks or within any other enclosed areas of the vessel. Smoking is allowed outside in designated areas as identified by the NPE Captain and crew.

### Limitation of Liability

NPE clients assume all risk of physical injury, illness, or death during their cruise. 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. The vessel, owned and operated by NPE, is regulated by the U.S. Federal government whose laws are enforced by the United States Coast Guard (USCG). Therefore, Washington and Alaska State law may not apply. Weapons, explosives, dangerous/harmful items, illegal drugs or illegal drug paraphernalia for personal recreational use are all strictly prohibited aboard the vessel at all times.

### Authority on Cruise

NPE expects clients/passengers to follow all Federal and State laws, customs and other government regulations while onboard an NPE vessel. In addition, NPE has established specific company policies and rules that must be observed by the passenger/clients at all times. The Federal and State laws, as well as company policies, are enforced by the Captain and crew to ensure the safety of all those onboard. Finally, the Captain of an NPE vessel has the sole authority and right to deny entry (i.e. board the vessel) to any person or to deny activity participation while aboard the vessel without recourse or refund of any kind.



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### Medical, Fitness and Mobility

Good physical and mental health are important to the enjoyment of your NPE cruise. A certain amount of agility is required to get in and out of the sea kayaks and the skiff. There will be the chance for some hiking, beach combing and sea kayaking excursions, but no significant strenuous activities. Before the commencement of a cruise, clients with medical problems or restrictions must determine if they are physically, medically and mentally able and capable of participating in the activities provided by NPE. In certain circumstances, NPE may require that the client draft a written statement prior to departure, confirming that the client is physically, medically and mentally capable of embarking on an NPE cruise. Furthermore, by submitting a signed reservation form, the client confirms that he/she does not have any physical or other disabilities that would be hazardous to themselves or any other passenger or crew member. A doctor's statement may be necessary in rare cases.

### Medical Assistance

NPE has Wilderness First Responder 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 transportation of the passenger/client will be at the sole expense of the passenger/client. As such, NPE strongly recommends travel insurance.

### Severability

If any provision or portion thereof, of this agreement is, or becomes, invalid under any applicable statute or rule of law (Federal or State), 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/disputes by the passenger/client 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 completion of the scheduled cruise.

### 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.

### Use of Photos, Videos, Images or Recordings



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NPE reserves the right to photograph, videotape, and/or record passengers during the cruise, while on land or while docked in port. These products might be used for NPE marketing, promoting, or publicizing purposes without client compensation or notification. NPE clients agree that any photographs, videotapes, or recordings of them, fellow passengers, crew, the vessel or equipment taken during the cruise shall not be used for commercial purposes with companies not associated with NPE.

### Disclaimer of Accuracy of Information

NPE works, to the best of their ability, to maintain and provide the most accurate information to potential and existing clients using the NPE website as well as the websites that promote NPE. The NPE website is offered and provided for marketing and 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. If there are questions, concerns or contradictions, it is the responsibility of the potential and/or existing client to contact the NPE office for clarification to questions/concerns or to obtain accurate information.

Your satisfaction is our top priority and we are committed to maintaining accurate pricing information for our customers receiving our services. However, at times, certain pricing errors may occur. In the event a service is listed/priced incorrectly due to an error, NPE shall reserve the right, at our sole discretion, to refuse or cancel any service offered or provided in error. Should this occur, NPE will either contact you with modifications to the services to be provided or notify you of the cancellation of those services that were in error.

### Disclaimer of Sales, Discounts and Promotions

NPE reserves the right to directly promote and market our small ship adventure cruises through the use of sales and/or discounts. On occasion, NPE will offer promotional discounts as an incentive for new and returning clients to explore Alaska, Washington, and the province of British Columbia, Canada. These might also include special booking priority for returning clients. The sale, discount and/or promotion amount shall apply to NPE's listing price and shall apply solely to those services booked by clients directly with NPE. Sales, discounts and/or promotions offered by NPE are not applicable to travel agents, tour operators, charter brokers or any other third party that directly or indirectly books NPE services for their respective clients unless agreed to and authorized in writing.

### Updating of Terms and Conditions

NPE reserves the rights to change these Terms and Conditions from time to time as NPE sees fit and your continued use of the NPE website will signify your acceptance of any adjustment to these terms.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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**Form prepared by:**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_