



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. Full payment is due by March 1st of your cruise year. Reservations made between March 1st and your cruise departure date require full payment. We accept personal checks and cashier's checks in U.S. funds. We also accept major credit cards and debit cards for a nominal convenience fee of up to 3.75%.

Cancellation by the Passenger

If you desire to cancel a trip for any reason, you may do so by giving written notice via letter or email at the office of North Pacific Expeditions, 6230 Harbour Heights Pkwy, Mukilteo, WA, 98275. If sent by email, the following address shall be used: info@northpacificexpeditions.com. Any refund due to you shall be subject to a cancellation fee(s) as per the following schedule, based upon the postage date and not the date on which NPE receives the written notice of cancellation.

Per person cancellation fees and days prior to departure:

- Before March 1st of your cruise year –
 - Refund of full fare cost less:
 - Cancellation fee (10% of full fare cost)
 - All applicable commissions paid by NPE to third party brokers/agents/suppliers
 - All non-refundable costs paid by NPE to third party brokers/agents/suppliers
- After March 1st of your cruise year –
 - Cruise/activity full fare is non-refundable

Tour Start Date

It is your responsibility 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

Your 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; fees for required COVID-19

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testing prior to entry into Alaska (Alaska Safe Travels: <https://covid19.alaska.gov/travelers>) or in any other state or country; baggage fees; failure of any transportation system; travel and/or medical or any other kind insurance fees; passports and visa fees; medical costs; illness and/or 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, Transfers, and Personal Expenses by Client

All cruises are pre-scheduled for a specific cruise season year and cannot be changed to different destinations/routes unless prior approval and availability exists within that cruise season. The specific advertised cruise dates are valid only within the originally scheduled cruise year and cannot be applied, or credited, to any future NPE cruise season. NPE does not give partial refunds for those NPE services not used/consumed by you. NPE does not allow the transfer of your cruise/activity to another party should you not be able to use/consume the services of NPE.

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 you up to 90 days prior to your 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, reschedule, 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 you for the change. If duration of the cruise is altered (e.g., less days) then 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 or operational problems (e.g., vessel mechanical/electrical failure/system breakdown resulting in unscheduled maintenance, crew illness, onshore strikes, disputes or availability of services). As a result of a cruise cancelled by NPE, you may reschedule 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 other travel costs not included, provided or a part of NPE services.



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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, fire(s), epidemics/pandemics, altered Alaska state entrance requirements due to a state of emergency, adverse weather, earthquakes, tsunamis, explosions, lightning, terrorism or any other unforeseen circumstance/situation that is outside of NPE's control.

COVID-19

Should COVID-19 cause NPE to cancel your trip (e.g., Alaska shuts down travel or individual ports close, etc.), NPE will provide a refund of your full fare less any commissions and/or non-refundable costs incurred by NPE in payment to third party brokers/agents/suppliers. NPE will also offer you the option of rebooking or rescheduling at a later date, including a subsequent season, should you desire to do so.

Prior to departure, NPE will provide you with the COVID-19 protocols and policies that you will be required to follow to board the NPE vessel and participate in your cruise. By entering a contract with NPE, you agree to follow NPE's COVID-19 protocols, policies and any State of Alaska or Federal mandates or laws. As a client of NPE, you specifically acknowledge that a COVID-19 surcharge may be added to your cruise fare to cover the cost of NPE implementing any mandates, procedures or protocols required by directives and guidelines as defined by the State, States or Federal government in which the vessel is operating during the voyage. This surcharge shall be paid in full prior to the vessel's departure.

NPE may cancel your contract and decline to carry or allow the vessel to depart from any port of call with any client who may be suffering from or who tests positive for COVID-19 (or any other contagious or infectious disease), or who fails or refuses to follow NPE's COVID-19 protocols and policies. NPE shall not be liable for declining to carry or disembarking any person suffering from or who tests positive for COVID-19 nor shall be liable for any expenses incurred, such as airfare; airport and other travel taxes and/or fees; fees for required COVID-19 testing; baggage fees; failure of any transportation system; travel and/or medical or any other kind of associated insurance fees; medical costs; illness and/or hospitalization costs; immunizations costs from such canceled or early terminated cruise.

The State of Alaska has a history of implementing strict traveler mandates and protocols that must be followed by anyone wishing to enter the state by whatever travel method (e.g., car, boat or air). These protocols may include evidence of COVID-19 vaccination, evidence of negative COVID-19 testing prior to travel, safety protocols while traveling and social distancing guidelines upon entry into the state. Alaska's traveler protocols will continue to evolve as the COVID-19 pandemic evolves. You are required to stay current on these mandates and protocols and comply with them. Failure to do so may result in the cancellation of your trip with NPE and expulsion from the State of Alaska. Alaska's "Safe Travels" protocol may be referenced here: <https://covid19.alaska.gov/travelers/>



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Travel Documents

You 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).

Travel and/or Medical Insurance

NPE highly recommends travel and/or medical insurance to cover you should any unforeseen situations arise. Travel 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 emergencies including medical evacuation and transportation. It is your responsibility to research what type of travel and/or medical insurance best meets your 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 solo 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 or older to participate in our cruises. Children under the age of 10 may join the cruise at the parent(s)/legal guardian(s) discretion. We do not have special play areas for children on the yacht. It is the responsibility of the parent(s)/legal guardian(s) to watch over their children. The crew is unable to entertain, babysit or otherwise attend to a 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, though the same rules apply regarding childcare.

Smoking

You may not smoke or vape below decks or within any other enclosed areas of the vessel. Tampering with any onboard smoke detector is strictly prohibited and can result in the termination of your cruise. Smoking is allowed outside in designated areas as identified by the NPE Captain and crew.

Limitation of Liability

As a guest of NPE, you assume all risk of physical injury, illness, or death during your NPE cruise. NPE is not liable for loss/damaged/stolen personal property such as baggage, cameras, electronic equipment (e.g., computers, iPhones, iPads, etc.), money or other items of value.



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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) and other federal agencies. Therefore, the Alaska and Washington State laws may be superseded and enforced by federal laws.

Weapons, explosives, dangerous/harmful items, illegal drugs - **including medical and/or recreational marijuana or any other illegal drug paraphernalia for personal recreational use** - are all prohibited on federally regulated vessels under U.S. federal law and therefore strictly prohibited aboard the vessel at all times. Violation of this provision or federal laws shall result in the immediate disembarkation (i.e., cancellation of your cruise) from the vessel without refund of the fare paid. NPE shall not be liable for declining to carry or disembarking anyone who has violated this provision.

If you are excluded or deported by the immigration authorities at a port of landing, no claim shall be made against NPE. You are responsible, at your sole cost, for compliance with immigration and customs officials, health mandates, and other such formalities.

Authority on Cruise

NPE expects you to follow all Federal and State laws, customs and other government regulations while aboard an NPE vessel. In addition, NPE has established specific company policies and rules that shall be observed and followed by you and your guests at all times. Federal and State laws, as well as company policies, are enforced by the NPE Captain and crew to ensure your safety while onboard the vessel and/or on any land/beach excursions.

The Captain of an NPE vessel has the sole authority to cancel a contract/cruise or decline to carry or disembark anyone from the vessel at any time should you or your guest(s): engage in vulgar, inappropriate and/or improper conduct; endanger one's self, other guests or crew; refuse to obey these terms and conditions or regulations; or whose presence may, in NPE Captain's sole opinion, be detrimental to the safety, comfort or enjoyment of other NPE guests, the vessel or her crew.

The Captain of an NPE vessel has the sole authority and discretion to deny entry (i.e., come aboard the vessel) or to deny activity participation to anyone while aboard the vessel without recourse or refund of any kind.

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 passenger skiff. There will be the chance for some hiking, beach combing and sea kayaking excursions, but no overly strenuous activities. You must also be able to transit stairs to board the vessel, access your cabins and move easily around the vessel. While the vessel is underway, the vessel will most likely experience some pitch and roll, and you will need to be prepared for such vessel movement while onboard. 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



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you draft a written statement prior to departure, confirming that you are physically, medically and mentally capable of embarking on an NPE cruise. Furthermore, by submitting a signed reservation form, you confirm that you do not have any physical or other disabilities that would be hazardous to yourself 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 (with AED) available to an injured or ill passenger until evacuation can be arranged to a medical facility or hospital on land. Any costs incurred in your evacuation and/or transportation will be at your sole expense. 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 guests and their respective heirs, successors, representatives and assigns.

Claims and Complaints

Any claims/complaints/disputes by you must be made to the Captain of the NPE vessel, or the NPE office staff to rectify a claim, complaint or dispute. Any claim/complaint/dispute must be made in writing and submitted within 30 days. In addition, any claim/complaint/dispute after the completion of a scheduled cruise with NPE must also be in writing and submitted within 30 days of the cruise end date.

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

NPE reserves the right to photograph, videotape, and/or record passengers during the cruise, while on land or while in port. These products might be used for NPE marketing, promoting, or publicizing purposes without your compensation or notification. You 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.



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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/advisors, 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

As stated above, NPE reserves the rights to change these Terms and Conditions from time to time as NPE sees fit. Therefore, these Terms and Conditions may, at any time, and at the company's sole discretion, be revised with or without notice to current or future clients of North Pacific Expeditions. Any such Terms and Conditions revisions will be effective immediately upon posting on the North Pacific Expeditions website at www.northpacificexpeditions.com.