



# BOOKING FORM

Heritage Expeditions (2018) Ltd  
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www.heritage-expeditions.com

## PERSONAL DETAILS APPLICANT ONE (details as shown in passport)

Title:  Mr  Mrs  Ms Other \_\_\_\_\_

Preferred Name: \_\_\_\_\_

First Names: \_\_\_\_\_  
(as per passport)

Surname: \_\_\_\_\_

Email: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal Address (if different): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel (Home): \_\_\_\_\_

Tel (Work): \_\_\_\_\_

Tel (Mobile): \_\_\_\_\_

Sex:  M  F Date of Birth: DD / MM / YYYY

Place & Country of Birth: \_\_\_\_\_

I have attached a clear copy of my valid passport.

Occupation: \_\_\_\_\_  
(or previous occupation if retired)

Dietary requirements: \_\_\_\_\_

Please ensure that you sign the booking form. This indicates that you have read the booking conditions, essential information and booking your trip information and agree to abide by them and also, having read the information provided understand what is involved in the voyage. If there are minors in your party, you should sign the booking form for them and this indicates that you are taking responsibility for them.

Signed: \_\_\_\_\_ Date: DD / MM / YYYY

## PERSONAL DETAILS APPLICANT TWO (details as shown in passport)

Title:  Mr  Mrs  Ms Other \_\_\_\_\_

Preferred Name: \_\_\_\_\_

First Names: \_\_\_\_\_  
(as per passport)

Surname: \_\_\_\_\_

Email: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal Address (if different): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel (Home): \_\_\_\_\_

Tel (Work): \_\_\_\_\_

Tel (Mobile): \_\_\_\_\_

Sex:  M  F Date of Birth: DD / MM / YYYY

Place & Country of Birth: \_\_\_\_\_

I have attached a clear copy of my valid passport.

Occupation: \_\_\_\_\_  
(or previous occupation if retired)

Dietary requirements: \_\_\_\_\_

Please ensure that you sign the booking form. This indicates that you have read the booking conditions, essential information and booking your trip information and agree to abide by them and also, having read the information provided understand what is involved in the voyage. If there are minors in your party, you should sign the booking form for them and this indicates that you are taking responsibility for them.

Signed: \_\_\_\_\_ Date: DD / MM / YYYY

## EXPEDITION DETAILS

Voyage Name: \_\_\_\_\_

Departure Date: DD / MM / YYYY

Cabin Category: \_\_\_\_\_

Bedding Configuration: King  Twin

Any other requests: \_\_\_\_\_  
\_\_\_\_\_

Where did you hear about us? \_\_\_\_\_

## AGENT DETAILS

Agent Name: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Agent Tel: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please ensure that your client signs the booking form. This indicates that they have read the booking conditions, essential information and booking your trip information and agree to abide by them and also, having read the information provided understand what is involved in the voyage. If there are minors in the party, adults should sign the booking form for them and this indicates that they are taking responsibility for them.

## ESSENTIAL INFORMATION

### Detailed Information

Fully detailed dossiers for every voyage listed in this brochure are available on request from our office. These dossiers also act as the final definitive statement of inclusions and other details and are therefore an essential part of the booking contract. After booking we will provide you with Pre-departure Information and Expedition Notes

### Age Requirements

Our expeditions are designed for adults, but may be suitable for mature teenagers. Anyone under the age of 18 must be accompanied by a parent or guardian. Please note that we do not provide an on board children's programme and children will be the responsibility of their parent or guardian whilst on board.

### Flight Information

We do not package international flights to connect with our voyages but in some cases we will charter flights to aid travel to destinations that are not always serviced with regular scheduled air services.

### Passport & Visa Requirements

You are required to travel with a current passport (with at least six months' validity) and visa for all of our expeditions. Other regulations may apply and you should check with the nearest embassy or consulate of the countries that you plan to visit, (please note that Macquarie Island is part of Australia and a valid visa may be required to visit).

### Medical Matters

As of November 1, 2021 everyone boarding Heritage Expeditions vessels will be required to be vaccinated against COVID-19 with an approved vaccine and will be required to provide proof of vaccination prior to boarding. These are expeditions for persons in generally good health. We will be travelling to remote areas without sophisticated medical facilities. The ship has a medical officer and a small infirmary on board but medical attention is limited to basic care. The fee for medical services rendered or medicines supplied will be added to your account. You will be forwarded a link to a confidential medical questionnaire 4 months prior to departure which we ask that you and, in some cases, your doctor complete and return promptly to enable us to assess if there may be difficulties in you joining the expedition. If there is any substantial change in your medical

circumstances between the completion of that document and the expedition departure it is important that you advise us.

### Equipment & Clothing Requirements

Our Pre-departure Information details any essential clothing and equipment that is required.

### Travel Insurance

You must have it! You may be barred from embarkation if you have no proof of adequate insurance including full medical evacuation cover. If you are arranging your own insurance, you should check that any pre-existing medical conditions are covered as well as all included activities such as snorkelling, landings, Zodiac excursions and charter flights. We recommend purchasing insurance at time of booking in the event of cancellation. Please see points 7, 8 and 9 of the Booking Terms and Conditions for more information.

### Adventurous Travel

However good our organisation is, we are at the mercy of the unexpected and this type of expedition can never be entirely predicted. If you are not prepared for this you should not travel with us. Because these are not ordinary package holidays, the outline itineraries given in this brochure are statements of intent rather than promises. Local weather, politics, airlines, transport or a host of other uncontrollable factors can mean a change in itinerary. It is unlikely that the itinerary would be substantially altered, but if changes are necessary the Expedition Leader will decide the best alternative. Where a delay or change does occur, we will do everything we can to minimise its effects, but we cannot be held responsible for the result of delays or changes outside our control.

### Cabin Arrangements

King or Twin bed configurations are available in all cabins except Triples. Guests sharing Twin/Triple cabins are paired with guests of the same gender. Sole occupancy of non-designated single cabins are charged at 1.8 times the per person rate for cabins, and 2 times the per person rate for suites, and are subject to availability.

### Ship Communications

WiFi and telephone access is available for purchase on board.

## BOOKING YOUR EXPEDITION

### Booking Conditions

To make a booking you must send us a completed booking form and a deposit of 25% for your selected voyage. We will then invoice you for the balance, which must be paid no later than 90 days (with the exception of voyages to the Antarctic, the Northern Sea Route and Wrangel Island where it is 120 days) before departure. If you book less than 90 days before departure, full payment is due immediately.

Once you have decided which voyage is for you, please check availability by calling our office or visiting your travel agent. We can normally hold space (option) for you for 7 days while you send in the booking form. We strongly recommend that you read the brochure description, dossiers, general pages and booking conditions carefully.

Most travellers to Russia require a valid visa as well as regional permits to visit the Russian Far East.

The Heritage Expeditions office can arrange a visa invitation as well as the necessary permits required, but we must work to local government deadlines, so we strongly recommend booking as early as possible.

### Completing The Booking Form

- Ensure your name is spelt exactly as it appears in your passport.
- Please specify any special dietary requirements as soon as possible.
- Please attach a copy of the passport you will be travelling on and inform us immediately if this changes for any reason. Check that your passport is valid for the required time beyond your period of stay, if not you may need to obtain a new passport.
- Would you like a single cabin? If so please request this on the booking form.
- Are you insured? We require you to be insured and have suitable cover for the expedition.
- Where did you hear about us? Let us know how you found out about us.

**IMPORTANT** Please ensure you sign the booking form. This indicates you have read the booking conditions and agree to abide by them and also, having read the information provided, you understand what is involved in the voyage. If there are minors (under the age of 18) in your party, you should sign the booking form for them, this indicates you are taking responsibility for them.

### Then

- Send the fully completed, signed booking form which must be received in our office within 14 days of bookings made by phone.
- Forward a colour copy/scan of the photo page of your valid passport you will be travelling on.
- An invoice will be sent with payment options including telegraphic transfer and credit card payments.
- A payment of 25% must be received to secure your booking.
- Please note a 3% fee will be added for any payments made by credit card following your initial deposit.
- It has come to our attention recently that some telegraphic transfers have had bank fees deducted from intermediary banks. Please note that all bank fees are to the customer's charge. All outstanding balances, including minor values due to bank fee shortfall will need to be paid in full prior to departure. To avoid your payment coming through short, please instruct your bank to pay all bank fees and to instruct the intermediary (correspondent) bank that all charges are to be returned to the originating bank.

### What Happens Next?

Your booking will normally be confirmed within a week, although in busy periods it may take a little longer.

### Final Payment

The balance of your payment is due 90 days (120 days for Antarctic, the Northern Sea Route and Wrangel Island voyages) before departure. The exact date will be shown on your invoice. Although we accept credit cards these will be subject to a 3% fee (direct bookings only).

### Lastly

Between 14 to 30 days before departure we will send out your final joining instructions. Please check these details carefully. If you have not received your final joining instructions at least 1 week before departure, please contact us. If you have any concerns about these details or any last questions about your holiday please do not hesitate to contact us immediately.

# BOOKING TERMS & CONDITIONS

Thank you for choosing to book your expedition cruise with Heritage Expeditions (2018) Ltd. Please take the time to read and understand the conditions of booking set out below prior to booking an expedition with us. We strongly recommend that you also read the Expedition Brochure relating to your trip prior to booking to ensure that you understand the itinerary, style and physical demands of the expedition you are undertaking.

## 1. Travel Contract

1.1 These Terms and Conditions, together with our privacy policy (<https://www.heritage-expeditions.com/privacy/>), the Expedition Brochure [any special conditions that apply to your particular Expedition and any other written information that we have brought to your attention before we confirmed your booking, form the basis of your contract with us. Any payment of the fare implies acceptance of all Terms and Conditions.

## 2. Definitions

- 2.1 'Carrier' means and includes Heritage Expeditions, the Vessel, the Vessel owners, operators, managers, charterers agents, sub-contractors and employees.
- 2.2 'Departure Date' means the date on which the Guest is scheduled to join the Expedition and can include a hotel accommodation night prior to embarkation.
- 2.3 'Excursion' means any excursion, trip or activity ashore that is not included as part of the standard price of the Expedition and is offered for sale by Heritage Expeditions separately to the Expedition price.
- 2.4 'Expedition' means the passage agreed to be undertaken by the Carrier in the Contract and includes any other transport/ accommodation arrangements made by Heritage Expeditions, as outlined in the expedition dossier, but does not include any excursions not provided by Heritage Expeditions.
- 2.5 'Third Party Supplier(s)' means any person (including employees, agents, contractors, sub-contractors and insurers) who provides a service which forms part of the Expedition.
- 2.6 'Travel Contract' means your contract with Heritage Expeditions by which we agree to provide the Expedition and includes these Terms and Conditions, our privacy policy, the Expedition Brochure and any special conditions that apply to your Expedition.
- 2.7 "Unexpected Event" means any act, circumstance or event beyond the control of the Carrier caused or arising from but not limited to acts of God, public enemies, government restraint, riots, strikes, lockouts, labour troubles, epidemic, pandemic or other health emergency, civil disturbances, perils of the sea, harbours, rivers or other navigable waters, fuel shortages or abrupt and unexpected increases in fuel costs, collisions, stranding, fire, lightning, storm, rough and adverse sea conditions, tidal waves, cyclones, theft, barratry or any other crime by any person, faults or errors of navigation or management of the Vessel or any other vessel, explosions, breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings or supplies of the Vessel or launches or vehicles or any defect of the carrier's premises, fault or neglect of pilots, tugs, crew, agents or independent contractors, port closures, delays in allocation and permits to berth the Vessel at ports on arrival and seizure of the Vessel under legal process.
- 2.8 'Vessel' means the ship used by Heritage Expeditions to conduct the Expedition and includes a substituted vessel, and all launches and watercraft belonging to the vessel or owner or operated in connection with the vessel.
- 2.9 'We' or 'Us' means Heritage Expeditions (2018) Limited ('Heritage Expeditions') or where appropriate its employees, agents, independent contractors and sub-contractors and all relevant insurers.
- 2.10 'You' or 'the Guest(s)' means any and all members of the travelling party, as indicated on the Booking Form and/or the confirmation invoice, as issued by Heritage Expeditions.

## 3. Booking Form

- 3.1 All Guests must complete a Booking Form. It is the responsibility of the Guest to complete the Booking Form and confidential Medical Form accurately.
- 3.2 By completing the Booking Form, you accept, and agree to follow and be bound by these Terms and Conditions.

## 4. Payment

- 4.1 You must pay to Heritage Expeditions a non-refundable deposit equal to 25% of the total Expedition price for your booking to be confirmed. The balance (being 75% of the total Expedition price) is due 90 days\* before the scheduled departure. (\*with the exception of expeditions to the Antarctic, the Northern Sea Route and Wrangel Island where due date is 120 days before scheduled departure).
- 4.2 After the deposit has been received, confirmation of your booking will be sent. Upon full payment of the Expedition price, the travel documents will be dispatched to you.
- 4.3 If you fail to fulfil your payment obligations, Heritage Expeditions will send you a written reminder and you will have the opportunity to make immediate payment. If payment is still not made, you are liable to pay interest on the amount due of 1% for each month or part of a month that this remains unpaid. Furthermore, you will be liable to pay compensation for legal collection costs equal to an additional 15% of the sum claimed, with a minimum amount of USD\$50.00. If you fail to comply with your payment obligations, Heritage Expeditions reserves the right to cancel the Travel Contract on the day of default. Heritage Expeditions is entitled to charge the cancellation costs incurred (in line with clause 8 or as agreed otherwise in the travel confirmation).
- 4.4 If due to the delay in making payment, Heritage Expeditions cannot send the travel documents to you before the start of the Expedition, any additional dispatch costs will be charged to you. Heritage Expeditions will not be held responsible for any travel documents not arriving on time.

## 5. Changes to Components of Travel/Price Changes

- 5.1 Changes to components of the Expedition, which occur before the commencement of the Expedition and are agreed in the travel confirmation, are permitted only if they do not substantially alter the nature of the Expedition. This includes, but is not limited to, changes made by the airline, changes in flight departure times, changes

referring to hotel overnight stays before or after the main Expedition, and changes in the travel programme or excursion offer. Heritage Expeditions is obliged to inform you in writing of such changes. You may not use changes of this nature as grounds for cancellation of the Travel Contract.

- 5.2 The agreed fare is based on the prices, exchange rates, duties and taxes as known to Heritage Expeditions at the time the publication went to press and at the time of the travel confirmation. Heritage Expeditions reserves the right to increase the agreed fare on the grounds of unforeseeable increases in the cost of the Expedition (e.g. increases in exchange rates, accommodation, airfares, duties, taxes, harbour dues and fuel prices). If Heritage Expeditions considers a fare increase is necessary, Heritage Expeditions will inform you, in writing, at least 20 days before the Departure Date. Price increases are not permitted within 20 days the Departure Date. If the fare increase totals more than 10% of the initial agreed fare, you may cancel your booking and we will refund any payments you have made to us.

## 6. Timings and Delays and Unexpected Events

- 6.1 You acknowledge that timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons and the ability of passengers to check in and board on time.
- 6.2 Heritage Expeditions will not be responsible for the performance of the Travel Contract if prevented or delayed by an Unexpected Event. In circumstances of an Unexpected Event, Heritage Expeditions may, in its absolute discretion:
- Cancel the whole or part of the Expedition;
  - Vary the itinerary;
  - Take any other action that Heritage Expeditions may deem reasonably necessary.

## 7. Cancellation of the Expedition by Heritage Expeditions

- 7.1 If the minimum number of participants required for an Expedition has not been reached, Heritage Expeditions is entitled to cancel the Expedition up to 30 days before the Departure Date. Heritage Expeditions will transfer your booking and payment to an alternative expedition. If you do not wish to transfer your booking, then you will need to notify us in writing in which case any monies received by Heritage Expeditions, minus unrecoverable costs, will be refunded.
- 7.2 Heritage Expeditions has the right to cancel the Expedition in the case of Unexpected Events.
- If an Unexpected Event occurs before the Departure Date, Heritage Expeditions will transfer amounts paid to an alternative Departure Date or Heritage Expeditions will issue a travel credit to be used within 12 months of the original Departure Date.
  - If an Unexpected Event occurs during the Expedition, Heritage Expeditions will use its best endeavours to offer an alternative programme. If an alternative programme cannot be offered then we may offer you a choice of either (a) credit for the days that remain on your Expedition; or (b) a refund for the days that remain on the Expedition minus unrecoverable costs.
- 7.3 If your Expedition is transferred to an alternative Departure Date pursuant to clause 6.2(a), the Guest Cancellation provisions in clause 8.1 do not apply to that transferred Expedition.
- 7.4 If Heritage Expeditions cancels the Expedition pursuant to the provisions of clause 7.1 and 7.2, Heritage Expeditions will not be liable for losses or damages suffered by you due to the cancellation, nor for costs incurred in preparation for the Expedition nor for reservations of travel components (such as, but not limited to: flights, hotels, connecting programmes, travel insurances) which, in combination with the Expedition booked with Heritage Expeditions, may have been booked elsewhere.

## 8. Guest Cancellation

- 8.1 You may cancel the Travel Contract at any time before the Departure Date by notifying us in writing. Cancellation takes effect the day we receive your letter or email. Since we incur costs in relation to your arrangements from the time we confirm your booking, the following will apply:
- Cancellation notices received more than 180 days prior to the Departure Date will be entitled to a full refund less a USD\$750, AUD\$1,080, NZD\$1,160, GBP£585, or EUR€715 per person administration fee.
  - If the cancellation notice is received within 179 and 91 days\* of the Departure Date, the full deposit will be forfeited.
  - If the cancellation notice is received within 90 days prior to the Departure Date, the total fare is forfeited.
  - If cancellation occurs within 90 days\* and full payment has not yet been received, the total fare will still apply, and any unpaid monies are due immediately. (\*with the exception of voyages to the Antarctic, the Northern Sea Route and Wrangel Island where loss of deposit is within 179 and 121 days and full loss within 120 days).
- 8.2 If, after booking, you wish to make changes to your Expedition (e.g. the departure date, destination or type of accommodation), this is considered a cancellation and the cancellation costs stated in clause 8.1 apply.
- 8.3 It is recommended that you check your insurance policy for cancellation terms.

## 9. Travel Documents and Insurance

- 9.1 Due to the adventurous style of travel offered by Heritage Expeditions and the remoteness of some of the areas in which we travel, it is a condition of travel with Heritage Expeditions that all guests are covered by comprehensive travel insurance prior to departure, and that they maintain such insurance for the duration of the Expedition.
- 9.2 Guests travelling with Heritage Expeditions are required to be covered by a reputable travel insurance policy that includes baggage loss, cancellation and curtailment of holiday, medical, accident and repatriation/emergency evacuation coverage worth at least USD\$1,500,000\* on all Arctic and Subantarctic Expeditions and USD\$250,000\* on all Antarctic Expeditions and otherwise on terms that is sufficient to indemnify you. (\*or local currency equivalent). We

- travel to remote regions of the world, and we recommend that the insurance policy's repatriation/emergency evacuation benefit be higher than minimum and cover you for remote or Polar Evacuation should it be required. In the case of a medical issue arising during the Expedition, either on board or on shore, which results in costs for medical treatment, repatriation, evacuation, use of aircraft, etc, the responsibility for payment of these costs and expenses belongs solely to the Guest. Please ensure that such eventualities are covered by your travel insurance policy. In any case, if you are not covered by a travel insurance policy, the responsibility remains with the Guest and Heritage Expeditions specifically declines any responsibility whatsoever, including in circumstances where Heritage Expeditions or a related body corporate of Heritage Expeditions arranges a travel insurance policy on your behalf.
- 9.3 Your insurance details must be supplied to us prior to final payment and if you fail to provide the requested insurance information at the time requested, we reserve the right to cancel your booking.
- 9.4 In that event that you do not produce confirmation of travel insurance to Heritage Expeditions pursuant to clause 9.3 and your booking is subsequently cancelled, you will not be entitled to any refund and you will remain liable to pay any amounts that are due and payable in accordance with these Terms and Conditions.
- 9.5 Guests must have a valid passport and appropriate visa/travel permits for the countries to be visited on the Expedition. The passport must be valid for at least six months after the conclusion of the Expedition. Heritage Expeditions is not responsible for any travel restrictions and is not liable for any costs arising from the lack of relevant travel documents.
- 9.6 Heritage Expeditions requires all Guests to produce valid evidence that they have been fully vaccinated against the COVID-19 virus with a WHO approved vaccine, and that their vaccination status is current as at the time of the Expedition. Heritage Expeditions reserves the right to refuse to embark a Guest who does not produce such evidence.
- 10. Travel Agent Bookings**
- 10.1 Heritage Expeditions acknowledges that you may use a travel agent to book your arrangements with Heritage Expeditions and we shall not be liable for any representations made by the travel agent.
- 10.2 You understand and acknowledge that it is your responsibility to read, understand, and accept our Terms and Conditions at the time of providing your Booking Form and deposit. Any reservation made with Heritage Expeditions either directly, or through a travel agent, constitutes a binding agreement signifying your acceptance of, and your agreement to, follow and be bound by these Terms and Conditions. It is the responsibility of the Guest to complete the Booking Form and confidential Medical Form accurately.
- 10.3 Any flights or pre/post land arrangements not booked through Heritage Expeditions, or any of its authorised agents, do not form a part of this agreement and are subject to their own terms and conditions to which Heritage Expeditions is not party. Your travel agent will have their own booking conditions (in addition to ours) which do not form a part of your Travel Contract with Heritage Expeditions.
- 11. Acceptance of Risk**
- 11.1 You acknowledge that the nature of the Expedition may be adventurous and participation involves a degree of personal risk. You may be visiting places where the political, cultural and geographical attributes present dangers and physical challenges.
- 11.2 You acknowledge that you are choosing to travel at a time where you may be exposed to the COVID-19 virus. We will take all reasonable steps to ensure your safety and may require you to follow additional safety protocols on your Expedition.
- 11.3 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, we accept no liability in relation to these additional risks.
- 11.4 At any port or place we may refuse to embark or may disembark any guests who, in the opinion of the Vessel's authorised personnel, might be excluded from landing at further destinations by local authorities or who may be suffering from any contagious or infectious disease, or whose presence may be detrimental to the wellbeing of other guests or crew.
- 11.5 In cases of quarantine of the Vessel, or individual guests (guests may be required to remain in their cabin or as instructed by authorised personnel on board if they or any other occupant of the accommodation presents any symptoms or may be considered to put other guests at risk) we will not be liable for expenses thus caused and in such cases as above there will be no entitlement to any refund or compensation and we will have no liability for costs incurred as a result.
- 12. Fitness to Travel**
- 12.1 In order to ensure that the Carrier is able to carry guests safely and in accordance with applicable safety requirements established by international, or national law or in order to meet safety requirements established by competent authorities including the Vessel's flag state, you warrant that you are fit to travel by sea and that your conduct or condition will not impair the safety of the Vessel or inconvenience the other guests.
- 12.2 We reserve the right to require any guest to produce medical evidence of fitness to travel in order to assess whether that guest can be carried safely in accordance with applicable international or national law. If we consider it necessary, we are entitled to administer a health questionnaire prior to boarding.
- 13. Luggage**
- 13.1 The Athens Convention limits the Carriers' liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It is presumed that luggage has been delivered to you undamaged unless written notice is given by us and/or the performing Carrier.
- (a) In the case of apparent damage, before or at the time of disembarkation or redelivery; or
- (b) In the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.
- 13.2 Damages for cabin luggage payable by the Carrier are limited up to the Athens Convention limit. Limits shall be reduced in proportion to any contributory negligence by the Guest and by the maximum deductible specified in Article 8(4) of the Athens Convention.
- 13.3 In so far as we may be liable to a Guest in respect of claims arising out of carriage by sea, we shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions and nothing in these Terms and Conditions shall be deemed as a surrender thereof. To the extent that any provision in these Terms and Conditions is made null and void by the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further.
- 14. Liability**
- 14.1 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 Expedition or any other matter or thing relating to these Terms and Conditions except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct.
- 14.2 No undertaking, guarantee or warranty is given or shall be implied as to the seaworthiness, fitness or condition of the Vessel.
- 14.3 Limitation of Liability: Where the law implies a warranty into these Terms and Conditions which may not lawfully be excluded, 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.
- 14.4 Indemnity: You indemnify the Carrier (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:
- (a) your participation in any Expedition organised with or in connection with Heritage Expeditions; and
- (b) any breach by you of:
- (i) these Terms and Conditions; or
- (ii) any additional terms applicable to providing any services that are part of the Expedition, except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct.
- 15. Substitute Vessel**
- 15.1 We reserve the right to substitute another vessel for the scheduled Vessel whether owned or operated by Heritage Expeditions or not. Any part of the travel arrangements and the Expedition is subject to cancellation, delay, modification, or island/mainland visit cancellation for any reason, including medical disembarkation of crew or guests or any other circumstances beyond our or our suppliers' control. You therefore acknowledge and agree that the scheduled itinerary for the voyage and the announced departure and arrival times are not guaranteed and we shall not be liable to guests for any damages or other claims in the event of any delay, changes in itinerary or inability to perform services by reason of any event or events beyond our or our suppliers' control.
- 16. Third Party Suppliers**
- 16.1 Although we take all reasonable steps to select reputable Third Party Suppliers, we cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers may be subject to the terms and conditions imposed by these Third Party Suppliers and you may be required to sign additional terms and conditions with them. These may limit or exclude the liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and we do not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.
- 16.2 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.
- 17. Complaints**
- 17.1 If there is a problem during your Expedition, you must report it on board immediately or to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return.
- 17.2 Failure to take either or both of these steps may prejudice our ability to resolve your problem and/or investigate it fully and this may affect your rights under this Travel Contract.
- 18. General**
- 18.1 No Variation: No variation of the terms of these Terms and Conditions shall be effective unless it is confirmed in writing by Heritage Expeditions.
- 18.2 No Waiver: The grant of any indulgence, extension of time or relaxation of any provision by Heritage Expeditions under this Agreement shall not constitute a waiver of any right by us or prevent or adversely affect the exercise by us of any existing or future right.
- 18.3 Brochure: where a brochure contains particulars of our Terms and Conditions or policies about reservations, bookings, cancellations, refunds of fares and itineraries for the voyage, then it forms part of these Terms and Conditions and if there is any inconsistency, these Terms and Conditions shall prevail.
- 18.4 Law and Jurisdiction: These Terms and Conditions are governed by New Zealand law and the Guest agrees that any claims or disputes between the Guest and Heritage Expeditions in connection with these Terms and Conditions shall be commenced, filed and litigated before a court of proper jurisdiction in New Zealand.