



# **NORTHERN-EXPLORERS.COM**

## **DIVING & EXPEDITIONS**

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### **Travel Terms and Conditions Northern Explorers AS**

Please read and understand the following travel conditions before you make a booking with Northern Explorers AS.

#### **Travel notification**

1. The contract is written acceptance by the contracting party and Northern Explorers AS, to which all conditions set out in these general terms apply. If the contracting party in addition to him/herself also lists one or more other persons on the same notification form, this contracting party is automatically liable for all obligations ensuing from the travel contract which might also concern the other persons booked.
2. The contracting party shall provide Northern Explorers AS with the necessary personal data. Incorrect or incomplete data can result in faulty vouchers, flight tickets etc. Northern Explorers AS cannot be held liable for the consequences of such defaults and/or incorrect data.
3. The booked trip will be confirmed by Northern Explorers AS by means of a confirmation and invoice sent to the contracting party.

#### **The travel offer**

4. The basic travel elements booked by the contracting party are recorded in the travel confirmation as well as in the itinerary.
5. Deviations from the itinerary might be necessary due to reasons of safety, weather or Acts of nature. These deviations cannot effect the contract (see also paragraph 6).
6. Changes in the itinerary are permitted if they do not substantially alter the nature of the trip. This includes, among other things, changes made by airlines, changes in flight departure times, changes referring to hotel overnight stays before or after the main journey, minor changes in the travel programme or excursion offer. Northern Explorers AS shall inform the contracting party of changes. Such changes cannot be used by the contracting party as a reason for cancelling the travel contract.
7. Northern Explorers AS bears no responsibility for photos, brochures and other information material published by third parties, nor for any promises of third parties towards the contracting party.

#### **Payment**

8. On the conclusion of the travel contract, the contracting party will pay a deposit of 40% of the total price of the travel contract.
9. If the contracting party fails to fulfil the payment obligations, Northern Explorers AS will send a written reminder. If, despite of the reminder, the invoice remain s unpaid Northern Explorers AS reserves the right to cancel the contract on the day of default. Northern Explorers AS is entitled to charge the cancellation costs incurred (in line with paragraph 6).

#### **Cancellation of the trip by Northern Explorers AS**

10. Northern Explorers AS is entitled to cancel the planned trip up to 30 days before departure, if the minimum number of participants has not been achieved. In such a case Northern Explorers AS offer the contracting party an alternative trip. If the contracting party does not accept this offer Northern Explorers AS will refund all payments received from the contracting party.
11. Northern Explorers AS has the right in the case of force majeure events (e.g. natural disasters, abnormal / exceptional weather and ice conditions and other "acts of God") to cancel the trip. Northern Explorers AS may not be held liable for the consequences. If situations of force majeure occur before departure date, Northern Explorers AS will refund to the contracting party the payments made. If situations of force majeure occur during the trip, Northern Explorers AS will try to offer an alternative programme. If this should be not possible, either Northern Explorers AS or the contracting party is entitled to cancel the trip. The contracting party is responsible for the costs of changes of reservations and/or extra costs for flight.
12. If Northern Explorers AS has to cancels the trip (based on the paragraphs 10 and 11), only the equivalent of the invoiced (payed) price will be refunded to the contracting party. Northern Explorers AS is not liable for costs the contracting party has made in preparation of the trip nor for reservations of travel components (such as flights, hotels, insurances) which have been booked elsewhere.

### **Cancellation of the trip by the contracting party**

13. The contracting party may cancel the travel contract in writing at any time before the beginning of the trip. In the case of cancellation by the contracting party Northern Explorers AS is entitled to charge the following costs to the contracting party:

- Until and including 180 prior to departure: 40 % of the total price
- From 179 days until and including 90 days prior to departure: 60 % of the total price
- From 89 days up to and including the day of departure: 100 % of the total price
- Deposits are non-refundable

### **Exclusion / limitation of the liability of Northern Explorers AS**

14. Northern Explorers AS acts as intermediary for the sale of travel elements between providers of accommodation and services and the contracting party. In such cases the liability of Northern Explorers AS is excluded. In these cases the conditions of the relevant providers of accommodation and services are binding. Northern Explorers AS is not responsible for optional travel elements booked by the contracting party elsewhere.

15. All travel elements booked with Northern Explorers AS such as but excursions, the stay on a ship, snorkelling and scuba diving are for 100 % own risk of the contracting party. Northern Explorers AS is never liable for any damage, such as but not limited to injuries, illness, death etc. whatever the reason or cause may be. If the contracting party has booked a diving programme, Northern Explorers AS or the dive guide on board the ship will ask the contracting party to sign a form, according to which the contracting party accepts 100 % own risk. In any case the contracting party must have a health certificate signed by a registered physician and must provide Northern Explorers AS a copy of an internationally accepted diving certificate. By entering into a travel contract with Northern Explorers AS the contracting party commits itself to Northern Explorers AS to acquire a proper travel insurance.

16. If Northern Explorers AS offers the contracting party an air travel component, all liability of Northern Explorers AS is excluded and for this travel component the conditions of the relevant airline apply. In the case of delays, Northern Explorers AS cannot be held liable in any way whatsoever, even if this is at the cost of other travel elements of the trip booked.

17. The trips offered by Northern Explorers AS often are expedition trips to areas with a lack of infrastructure and (medical) facilities. On booking the trip, the contracting party fully understands that he/she cannot expect to join a standard trip. Non-fulfilled expectations of the contracting party may not be reason for claims in such cases. If the programme cannot be carried out according to the travel description and (certain) places described in the travel programme cannot be visited, Northern Explorers AS may not be held liable. See paragraph 5 and 6.

### **Obligations of the contracting party**

18. The contracting party is obliged to comply with all instructions given by Northern Explorers AS and the travel guides.

19. Any contracting party who causes such disturbance or who threatens to cause such disturbance, that the proper execution of (part of) a trip is seriously hindered or could result in danger for the contracting party and/or the fellow travellers, can by or on behalf of Northern Explorers AS be excluded from the trip. In the case of exclusion, the contracting party is not entitled to make any claim for restitution of the price.

20. If the disturbing behaviour or damage should occur, all costs resulting from this shall be charged to the contracting party.

21. These limitations apply also if the contracting party is not in possession of proper diving gear, as stated in the travel brochure of Northern Explorers AS. In the case of exclusion the contracting party is not entitled to make any claim for restitution of the price.

### **Travel documents and insurance**

22. The contracting party must have in his possession on departure and during the trip the necessary travel documents, such as a valid passport and any required visa, diving certificates and a health certificate and insurance papers. In case that the participant is unable to join the trip (or parts of the trip) due to lack of any (valid) document, Northern Explorers AS may not be held responsible.

23. The contracting party must comply with the current custom restrictions of the relevant destination(s) and the amount of baggage permitted (also when the regulations of the different airlines are concerned). Northern Explorers AS may not be held liable for e.g. damage and unexpected costs which could be imposed in the case of a contravention.

24. It is the sole responsibility of the contracting party to acquire the necessary travel insurance, accident insurance, third party risk insurance, baggage insurance and cancellation insurance. In case of a medical problem arising during the voyage which results in costs for medical treatment, evacuation, use of aircraft or repatriation etc. the responsibility for payment of these costs belongs solely to the contracting party or participant. Northern Explorers AS strongly advises that passengers ensure that such eventualities are covered by travel insurance.

Responsible for this content is:

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