# Terms & Conditions & Insurance

#### Antarctica

### Rates

Published voyage rates are quoted in U.S. dollars and are based on passengers sharing a cabin. Rates for voyages are based on anticipated fuel costs at the time of departure multiplied by a maximum daily usage. There will be no fuel surcharge for voyages if the price of fuel, delivered locally, does not exceed US\$1100 per metric ton. Should the price go above this a surcharge, to cover only the increase in fuel costs, may apply. In this case agents will be notified immediately, and passengers will have the right to cancel their reservations within 14 days of notice of increase without penalty.

#### Reservations

To confirm a booking a deposit of \$1500 per person is required. Final payment is due in full 120 days prior to departure. Within 120 days of departure, full payment is required to confirm a booking.

### Cancelations/Payment

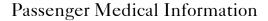
All cancellations must be received in writing. Reservations cancelled 181 days or more prior to departure are subject to a \$1000 per person cancellation fee. Cancellations 180 days to 121 days prior to departure are subject to a \$1500 per person cancellation fee. Reservations cancelled 120 days or less prior to departure are subject to full fare forfeiture. In cases where payment is late, we reserve the right to treat the booking as canceled by you. All payments may be made via cheque or wire transfer.

## Eligibility

In general there are no specific physical requirements for travel in Antarctica. However, we are traveling to the most remote region of the world and we are traveling on a ship which, at times, may be in rough seas and which has limited facilities. Passengers with unstable medical/health issues may not be appropriate for this type of expedition and are advised to exercise appropriate caution.

#### Children

In general, our policy is that children must be at least 12 years old to join a voyage. However, we may on a case-by-case basis accept children between the ages of 7-11 with additional screening and prior approval before booking, and the completion of our Child waiver by the parents/guardians.



We require all passengers to submit basic medical information prior to departure. Upon receipt of that basic medical information, significant disabilities or unstable medical conditions may necessitate additional documentation from a passenger's physician certifying fitness to travel on a voyage to Antarctica. If additional medical confirmation is requested, boarding will not be allowed absent receipt of that confirmation. PLEASE NOTE: please review our medical form at time of booking, and if there is any question regarding your eligibility contact your agent immediately to begin a dialog with us. While we cannot dispense medical advice, we reserve the right to deny passage to any passenger whose individual situation is deemed to be a safety risk, or who has not disclosed accurate information as to their physical or mental condition. In such a case CNH Tours cannot be responsible for any expenses incurred. This includes non-refundable cruise fees, airfare or any other miscellaneous expenses. If you have any questions, please contact us for further clarification.

CNH Tours places the highest value on the safety of our guests. As such we maintain strict health and safety protocols prior to boarding and throughout our operation. All passengers will be required to comply with all of our safety protocols as well as with all local, national, international and industry laws, rules, regulations and protocols, and to provide proof of same prior to embarkation. Additionally, we may require passengers to undergo health screenings or other precautions prior to embarkation, and/or enhanced safety protocols onboard. Should a passenger fail, refuse, be unwilling or unable to comply, we must deny boarding, or if a passenger has already boarded, we must insist the passenger disembark, and as circumstances dictate, we may invoke standard cancellation terms.

CNH Tours has a pregnancy policy that women who will be in the 13th through 22nd weeks of pregnancy during the entire voyage are welcome with explicit doctor's permission and having signed a specific waiver. Pregnancy policies of carriers (airlines, bus companies, hotels, etc.) may also apply. Please note that medical information will, of necessity, be available to designated ship staff.

Please note that regardless of general eligibility there may be instances where environmental conditions require a level of fitness/mobility. In these cases, individual participation in the landing(s) in question may be restricted by the Captain, Expedition Leader, or ship's doctor.

### Insurance

All passengers must carry a Travel Insurance Plan. This Plan must cover personal injury, medical expenses, repatriation expenses, evacuation expenses, and pre-existing medical conditions. As any potential evacuation from Antarctica can cost up to \$150,000, we recommend that no policy carry less than this amount of coverage. CNH Tours will require information as to carrier, policy number, and a 24-hour contact number. Additionally, passengers are strongly advised to carry a Comprehensive Travel Insurance Plan which should also include coverage for cancellation, curtailment, trip interruption, and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to or otherwise involving a passenger. Please also note: Travel to Antarctica carries with it a slight but inherent risk that a voyage may be interrupted after the voyage has begun. In such matters the Master of the vessel has full authority to make decisions that can affect itineraries and trip length. In such a case, CNH Tours cannot be responsible for situations outside its control, and in the event of financial losses, your travel insurance may be your only recourse for recovery of funds. Should you elect to travel without comprehensive insurance you are accepting this risk.



The ship's captain and expedition team will do everything possible to complete the voyage as outlined in the voyage itinerary. However, itineraries in polar regions are heavily dependent on weather and ice conditions. Occasionally conditions and or safety concerns require Itinerary changes. The Captain and expedition team will accordingly make every effort to find the best alternative to the original itinerary while keeping passengers informed and updated. Itinerary changes are not subject to passenger approval/consent, and in the event of such a change no refunds or price adjustments are possible. Placement of a booking with CNH Tours amounts to an acknowledgement that itinerary changes are possible.

## Voyage Cancelation

In the unlikely event that an expedition is cancelled by the ship operator prior to sailing, passengers will be offered preferential booking on alternative voyages of similar itinerary based on availability. Please note that CNH Tours will not be responsible for travel arrangements or other expenses outside the voyage cost.

### Activities

All activities, whether on board or ashore, conducted during a voyage are permitted by authorities and must comply with strict guidelines and regulations. As such, no one may conduct unauthorized activities during a voyage. The use of personal recreation equipment or technologies without clear pre-voyage consent is not allowed. The ship operator is currently permitted for the commercial use of UAVs (drones) by trained members of our staff. Please note that individual permits are not possible, and personal drones are strictly prohibited.

## On Board Language

All voyages are conducted in English as the principal language. Our on-board staff will do their best to make the voyage as enjoyable as possible for our non-English speaking guests. However, if safety is an issue, guests not fully understanding briefings may be excluded from an activity at the discretion of the Expedition Leader or Captain.

## On Board Authority

All passengers are subject to instructions or regulations given by the Captain or the Expedition team.

## Photography/Video

The ship operator reserves the right to use photographs and/or videos taken during the operation of the voyage for promotional purposes for the company and/or its sales agents. Passengers who prefer that their images not be used are asked to identify themselves to the ship representative prior to embarkation.



Our ships offer a smoke-free environment. Smoking is permitted only in the designated smoking area. Smoking is not permitted anywhere inside the ship (including the balcony areas). The Expedition Leader will discuss this policy with anyone known or suspected to be smoking in a non-designated area so that there is no misunderstanding as to the proper location and protocol for smoking. Repeated non-compliance will result in a \$1,000 penalty to be added to your shipboard account. The Expedition Leader and Captain also reserve the right to disallow participation in off ship activities.

### Alcohol

The ship operator reserves the right to refuse alcohol to anyone deemed to be intoxicated.

### On Board Payments

All payments are in US dollars. Passengers may run a tab which must be paid prior to disembarkation. Payments can be made in cash or with a credit card.

## Responsibility

The ship operator is a qualified tour operator that organizes and administers its polar voyages. It will provide services in conjunction with local operators and air and sea operators. The designated operator(s), in turn, acts only as an agent for any transportation carrier, hotel, ground operator, or other suppliers of services connected with these tours ("other providers"), and the other providers are solely responsible and liable for providing their respective services. The passenger tickets in use by the carriers shall constitute the sole contract between the carriers and the passenger; the carriers are not responsible for any act, omission, or event during the time participants are not aboard their conveyances.

CNH Tours, the ship operator and its designated service providers shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. The participant waives any claim against CNH Tours or its service providers for any such loss, damage, injury, or death.

By accepting passage on a CNH Tours voyage, the participant acknowledges these terms and conditions and certifies that he/she does not have any mental, physical, or other condition or disability that would create a hazard for him/herself or other participants. CNH Tours and its designated tour operator reserve the right in their sole discretion to accept, decline to accept, or remove any participant from a voyage. The ship operator reserves the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of participants. The

Captain and Expedition Leader have the right to restrict the activities of any passenger who repeatedly violates onboard or on shore protocols.

Neither CNH Tours, nor its service providers shall be liable for any air carrier's cancellation penalty incurred by the purchase of a non – refundable ticket to or from the participant's departure city. Baggage and personal effects are at all times the sole responsibility of the participant.

Updated December, 2020. Terms and Conditions subject to change.