



Terms and Conditions

Sailing South Pacific Ocean Expedition

1 Definition

1.1 The Travel Agency is the company offering expeditions under its own company name to individuals or groups of customers. LEF Expeditions Ltd. is considered the travel agency.

1.2 The Local Travel Company is the company organising the tour on behalf of or in partnership with the Travel Agency. LEF Expeditions Ltd. operates with local travel companies to organise expeditions.

1.3 The Customer is the person who agrees to undertake an expedition on individual behalf and on behalf of any person or child travelling with or in the care of the customer.

1.4 An Expedition Contract is a mutual agreement between Customer and Travel Agency to undertake an expedition. The Expedition Contract is also referred to as Contract.

1.5 The Expedition is considered the tour, journey or package provided by the Travel Agent to the Customer.

1.6 Duration of expedition is mentioned in full days. This may mean that the actual duration of the expedition could be less depending on departure and arrival times related to each expedition.

2 Binding Contract

2.1 The Customer makes the booking verbally or in writing via telephone, fax, e-mail, or via LEF Expeditions Ltd. website. By making the booking, the Customer agrees to the completion of a Contract with the Travel Agency to undertake an expedition. The booking is made based on the expedition descriptions on the Travel Agent's website, brochures, on other supplementary information issued by the Travel Agent and these Terms and Conditions.

2.2 Under normal circumstances the Travel Agent will inform Customer if booking can be confirmed or not within 48 hours. A booking is accepted and becomes definite only when the Travel Agent in partnership with the Local Travel Company confirms your booking. It is at this point that a contract between the Travel Agent and the Customer comes into existence. The booking confirmation has no prescribed form and can be made via e.g. email or phone, in both cases the Travel Agent sends the Customer an email confirming booking.

2.3 If the confirmation you receive differs from your reservation, you must inform the Travel Agent within 7 days. Otherwise the confirmation you receive forms the basis for the contract. In this case, the Customer will be deemed to have accepted the Contract if the Customer informs the Travel Agency verbally or in writing that he/she has done so, or if Customer pays any amount in advance, make full payment or start the tour.

2.4 The contract between Travel Agent and Customer is valid only for the journey and date specified. Customers by accepting to undertake journey agrees both on Customer's individual behalf and on behalf of any person or child travelling with or in the care of the Customer, to be bound by all of its terms on conditions and are responsible for ensuring that all obligations are fulfilled.

2.5 The Travel Agent reserves the right to refuse booking based on medical information, when a child under the age of 16 is not accompanied by an adult and if the Customer does not hold an suitable travel and medical insurance policy for all expeditions.

3 Payments

3.1 Once the Contract has come into force (i.e. the booking has been confirmed initially), a deposit of 25% of the total expedition price is due within 72 hours.

The balance of all monies due must be received by Travel Agency not later than 65 days before departure. If Customer books expedition within 65 days prior to departure date then full tour price is due immediately.

3.2 Final confirmation of your booking will be issued upon receipt of deposit, evidence that you have taken out travel and medical insurance and completed the confidential medical questionnaire which is satisfactory to us.

The medical questionnaire must be countersigned by medical doctor when the Customer is 70 years old or older. The Customer should hold a suitable travel and medical insurance policy for all expeditions outside the Customer's country. It is recommended that the policy covers you for loss of deposits and fares, sickness, injury, cancellation, and additional expenses such as delay costs and loss of baggage.

3.2 Should the Customer wish to cancel, cancellation charges will be imposed as described in clause 6.1 and are due immediately.

3.3 In the case of non-payment of the deposit and/or balance by the due date, the Travel Agent will send the Customer a notice of late payment with final payment date. If the payment of the Customer is not received by this date, the Travel Agent reserves the right to cancel the booking, and cancellation charges will apply as in clause 6.1

3.4 If more than 31 days have passed since Customer received confirmation of booking, and the agreed payment has not been received, the Travel Agent has the right to charge interest on late payments, at a level set by law.

3.5 If the Travel Agent is in a position to provide the services as agreed in the Contract, and the Customer has no legal right to hold back payment, then the Customer is not entitled to benefit from the services without paying the full amount as agreed in advance.

4 Changes

4.1 The Travel Agency is only obliged to provide the services defined in the booking confirmation, and as advertised on the Travel Agency's website, brochures or flyers valid at the date of travel, taking into account any information, explanations or stipulations contained within these.

4.2 The Travel Agency does not carry responsibility for general information provided in photos, brochures, advertisements, websites and other information channels, if created and/or published by third person.

4.3 Neither the Travel Agency nor the Local Travel Company, nor any employee of these, has the authority to vary or omit any of the terms of the contract, or give any guarantee or provide information that goes beyond or contradicts the contents of the contract (as per your booking confirmation)

4.4 The travel agent reserves the right to change information in content of expedition at any given time. The travel agent is required to keep the Customer informed on changes and update changes in reasonable time frame. Last minute changes can not be avoided therefore

customer can not make claims due to changed journeys when changes are made on reasonable arguments. Alternative changes need to be of equal nature if possible.

4.5 Changes and delays to any itinerary may occur as a result of weather and sea conditions, readiness of the vessel, mechanical breakdown or any other reason. The vessel may make use of her engine to maintain schedules. All decisions will be made by the Master of the vessel and no refunds will be available as a result nor is liability accepted by the Local Travel Company or Travel Agent as a result of any of these matters.

4.6 The Customer is aware that allocation of berths to Customers will be at the sole discretion of the Local Travel Company and the Master of the vessel. The Customer may at any time be required to move from one berth to any other berth. The Customer can not hold this against the Travel Agent or Local Travel Company.

4.7 The Customer must comply with all directions given by the Master or on his behalf for the maintenance of order and cleanliness on board the ship and for the safety of the ship and all persons on board.

5 Price and Surcharges

5.1 The price of the expedition is published per person, unless stated otherwise, and includes all services stated explicitly for that specific expedition.

5.2 The price is based on costs, exchange rates and taxes known to the publisher at time of publication. Prices are subject to change as follows

A) Change in price is justified due to incorrect calculation of total amount

B) Published price may exclude minor local taxes depending on expedition and countries visited. Local taxes are excluded due to changing local legislation on amount and purpose of taxes in some third world countries.

C) Where exchange rates may impact price severely, the expedition price may be increased by the amount of the extra costs to the Travel Agency.

5.3 The price of the expedition may only be increased if the circumstances responsible for the increase did not exist and were not foreseeable at the time the contract was concluded.

5.4 If the expedition price is changed after the contract has been concluded, the Travel Agency must inform you immediately.

5.5 If the Customer joins the vessel for two or more consecutive expeditions then the Customer may be able to stay aboard during the days between expeditions on a B&B basis at no additional charge. An exception is when the vessel is under maintenance when the Customer will be asked to find own accommodation ashore. The Customer has to be aware that the vessel is being prepared for the next expedition, so it could be chaotic at times with meal times disturbed if not cancelled.

6 Changes to Booking and Cancellation

6.1 The Customer may cancel the booking at any time before starting the expedition. This will lead to cancellation charges being imposed.

If for any reason the booking cannot be accepted, the deposit will be refunded. If the Customer cancels within 30 days of booking and at least 65 days prior to departure a full refund, less an administration fee, will be made. The deposit of 25% will be non-refundable 30 days after the date of booking. If the Customer cancels the booking 45 days or more before the date of departure the Travel Agent will refund 50% of monies paid, excluding the deposit. If a cancellation is made within 45 days of departure no refund will be made.

6.2 If the expedition consists of different parts relating to different cancellation policies then each cancellation policy counts for each separate part. The travel agent will inform the customer if different cancellation policies are applicable on the journey.

6.3 An administration fee of up to 5% of the value of the tour will be charged if changes are made to the departure date, destination, accommodations, catering arrangements or board basis, up to 50 days before departure. Thereafter changes will be treated as cancellations and subject to the charges above, with a new contract then being concluded. This does not apply where changes give rise only to minor costs. Changes are subject to availability.

6.4 Within the framework of existing legislation, the Customer has the right to transfer the booking to another person, only when the new Customer meets all requirements for participation on the expedition, the request of transferral is done maximum 14 days before departure, and if the local travel company does not have objections. The new customer accepts terms and conditions and additional costs that may occur for transferral.

7 Cancellations by Travel Agency

7.1 The Travel Agency reserves the right to cancel the contract at any time, should the Conduct of the Customer at any time before or after departure appear likely to endanger the safe, happy or comfortable progress of the expedition, or should the Customer act contrary to the contract to such a degree, that the cancellation of the contract is justified. Should this be the case, the Customer has no right to any refund or recompense.

7.2 The Travel Agent and/or Local Travel Company can cancel booking when the Customer can not show valid airline ticket or proof of citizenship acceptable to the authorities at point of departure. See clause 8.3

8 Passports, Health Regulations and Other Information

8.1 The Customer is responsible for arranging, and must be in possession of, a valid passport, and any visas and vaccination or other certificates required for the whole of the expedition. The Customer has to bear any consequences of not adhering to these regulations, including any travel cancellation costs arising, unless this is due to culpably false or missing information on part of Travel Agent.

8.2 The Customer is responsible to inform the Travel Agency of personal and/or group details that could be of importance for executing the contract before or at moment of accepting agreement to participate in expedition. If Customer causes harm and/or damage during the expedition and is exempted from further participation due to insufficient personal/group related information then all costs related are assigned to the Customer.

8.3 By law the Local Travel Company is required to see a valid airline ticket or proof of citizenship acceptable to the authorities at point of departure. The Customer must provide the Ship's Purser when the Customer boards the vessel otherwise the expedition may be terminated without refund. The Travel Agent requires your flight details, itinerary, and hotel contact details, that can be emailed to the Travel Agent.

9 Complaints

9.1 Should the Customer have a complaint about any of the expeditions arrangements, the Customer must tell the expedition guide or the local agent at the time, and ask for the problem to be remedied. Failure to complain on the spot will result expedition in the ability to claim compensation from the Travel Agency being extinguished or at least reduced.

9.2 The guides, suppliers and agents are not authorised to accept liability for any claims or recognize any deficiencies on behalf of the Local Travel Company.

9.3 If there is a serious failure in the tour arrangements identifiable to the Local Travel Company, the Customer is entitled to cancel the contract. The same is true if the Customer's enjoyment of the expedition is adversely affected by such a failure, in a way after a reasonable period of time, specified by the Customer, has elapsed without the Travel Agency, Local Travel Company having remedied the failure. If remedy is impossible, is refused by the Local Travel Company or if for any reason, immediate cancellation of the contract by the Customer is justified, then it is not necessary to specify a time limit.

9.4 Any claim the Customer wishes to make against the Travel Agency, in connection with the expedition contract or the services provided by the Local Travel Company, for whatever legal reason, may only be made after the expedition has ended, and must be made within 30 days of the expedition end date specified in the expedition contract.

9.5 All claims must be made to the postal address of the Travel Agency and via email. It is strongly recommended that any claim be made in writing.

10 Limitation of Liability

10.1 The Customer must not take on board goods of a potentially noxious, dangerous, hazardous, inflammable, explosive or damaging nature, including cartridges, firearms, non-safety matches and acids. The Customer will be liable for and shall indemnify the Local Travel Company or Travel Agent against any loss or damage arising from breach of this term. The Master or his delegated officer may enter any cabin at any time for the purpose of searching for controlled or prohibited substances which the Master suspects are in the cabin; or for purposes associated with any repair or maintenance work aboard the ship. The Master or his delegated officer shall in such circumstances be entitled to take with him any crew members for the purpose of such search, repair or maintenance.

10.2 The Local Travel Company and/or Travel Agent shall not be liable for any loss whatsoever suffered by any Customer in respect of any loss of or damage to the Customer's property whether such property is on or near the ship or any premises used by the Local Travel Company, or in conveyance used by the Local Travel Company for the transportation of the Customer and/or their property, whether or not any such loss is caused by the negligence or fault of the Local Travel Company, their servants, the Travel Agent or independent contractors. "Property" includes baggage, money, valuables and any other property whatsoever of the Customer.

10.3 If the performance of the expedition or proposed expedition is, or in the opinion of the Local Travel Company or Travel Agent is likely to be, delayed, hindered, postponed or prevented by Acts of God, intervention or interference of any kind by a Government or a Ruler, war or preparation for war whether or not a declaration of war has been made, or armed hostilities, riots, insurrection or civil commotions, delay in transport, delay in delivery or non-delivery of materials or equipment for the ship, reduction of normal working hours, labour disputes, strikes, lockouts, shortage of labour or materials, fire or other damage affecting the ship or the premises of the Local Travel Company and Travel Agents, abnormal weather conditions, or by any other cause of any kind whatsoever beyond the control of the Travel Agent or Local Travel Company, or if the Travel Agent or Local Travel Company consider that for any reason whatsoever proceeding to, attempting to enter, or entering or remaining at the port or place of disembarkation may expose the ship to risk of loss or damage or delay, the Customers and their property may be landed at the port of embarkation or at any port or place which the Travel Agent or Local Travel Company or Master in his or their discretion may reasonably decide on, at which time the responsibility of the Travel Agent or Local Travel Company shall cease and this contract shall be deemed to have been fully performed; or if the Customer has not embarked the Travel Agent or Local Travel Company may cancel the proposed expedition and shall refund fares paid in advance. In the event of a expedition between any two ports or places being cancelled after the Customer has completed a passage between at least two ports or places the amount of the fare to be refunded shall be such proportion of the total as the cancelled expedition bears to the entire expedition

contracted for by the Customer. The Customer shall have no claim whatsoever against the Travel Agent or Local Travel Company in respect of such refusal or cancellation.

10.4 If the Local Travel Company nor the Travel Agent shall not be liable for any delay or inconvenience, or for any loss, expense, or damage howsoever resulting there from which is suffered by any Customer, whether or not such delay or inconvenience, or resulting loss, expense, or damage, arises from negligence or default of the Local Travel Company, their servants, Travel Agent or independent contractors and whether on land or at sea.

10.5 In accepting these terms and conditions each Customer is deemed to offer to the Local Travel Company as agent for the Local Travel Company and Travel Agents' servants, the Travel Agent and independent contractors ("Protected Persons") (such offer being accepted by the Local Travel Agent as such Travel Agent) to confer on them the following protections:

- A) Where acceptance of the offer constitutes a contract of which New Zealand law is the proper law, the benefit of every limitation of or exception from liability, and of every defence or immunity from claims, provided for the benefit of the Local Travel Company and Travel Agents under these terms and conditions, or
- B) In any other case, complete and total exemption from all liability and immunity from all claims howsoever arising and whether or not involving any negligence or fault on the part of the Protected Person.

The consideration for such offer and for any contract made pursuant thereto shall be the provision or prospective provision by any of the Protected Persons of any services for the benefit, whether direct or indirect, of the Customer or in connection with the performance by the Local Travel Company of their obligations under these terms and conditions. Acceptance by the Local Travel Company of such offer shall be deemed to be ratified severally by the Protected Persons whether or not any of them then has actual knowledge of the terms of the offer) upon their providing any such service as aforesaid whether or not the Customer has notice thereof.

10.6 The Customer shall be liable to and shall reimburse the Local Travel Company for all damage to the ship and its furnishings and equipment, or any property of the Local Travel Company, caused directly or indirectly in whole or in part by any illful or negligent act or omission on the part of the Customer, and the Customer shall indemnify the Local Travel Company, the Travel Agent and servants against all liability whatsoever which the Local Travel Company or Travel Agent or servants may incur towards any person or entity for any personal injury or death, loss or damage to property caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Customer.

10.7. In case of quarantine, each Customer must personally bear all risks and expenses thereby caused including the cost of maintenance during the period of detention. The Customer agrees to abide by all orders and direction of the ship's Master or any medical officer purporting to represent the government of any nation or department thereof.

10.8 The Customer assumes all risk of war and warlike operations and releases the Local Travel Company and Travel Agent from all claims and liabilities of any sort or description in any way connected with the risk of war or warlike operations of any kind or description. The ship may sail with or without lights and necessary in the judgment of the Master, Local Travel Company or Travel Agents to avoid the danger of hostile attack, may fail to observe any practices, rules or regulations which may be applicable in times of peace. The Local Travel Company and Travel Agents shall not be liable for any errors in judgment of the Master or personnel of the ship in seeking to avoid capture, seizure, detention or destruction. The ship may sail armed or unarmed or with or without convoy and may carry any contraband, explosives, munitions, warlike stores and hazardous cargo unless prohibited by statute.

10.9 The Local Travel Company and Travel Agent shall have liberty to comply with any orders, recommendations or directions whatsoever given by the government of any nation or by any department thereof, or any person acting or purporting to act with authority of such government or department, or by any committee or person having under the terms of the war risks insurance on the ship the right to give such orders, recommendations or directions, and

if by reason of and in compliance with any such orders, recommendations, or directions anything is done or is not done the same shall not be deemed a deviation or a breach of this contract. Disembarkation of any Customer or discharge of their property in accordance with such orders, recommendations, or directions shall constitute due and proper fulfilment of the obligations of the Local Travel Company and Travel Agents under this contract.

10.10 If for any reason whatsoever the Customer is refused permission to land at the port of disembarkation or any other port, the Customer and their property may be landed at any port or place at which the ship calls or be carried back to the port of embarkation or be provided with such form of transport to such destination as the Local Travel Company and Travel Agents may by law be obliged to arrange and shall pay the Local Travel Company and Travel Agents full fare according to the tariff in use at such time for such further carriage or transport which shall be upon the terms herein contained or such other terms as the Local Travel Company and Travel Agent may arrange on behalf of the Customer. The Customer shall indemnify the Local Travel Company and Travel Agent against all loss and expense incurred in connection with or as a result of such refusal or permission to land.

10.11 The Customer further agrees that to assume all the risks of undertaking the expedition and participating in special activities such as scuba diving or hiking, only to the extent of Customer's physical ability and qualification by experience, and agrees to medical condition prior to the expedition, whether or not disclosed to the Travel Agent or Local Travel Company.

10.12 The Travel Agency and the Local Travel Company are not liable for any cost that is covered by the insurance of the customer for example travel and or cancellation insurance. The Travel Agency and/or Local Travel Company has limited or no liability when a treaty is applicable on the service of the travel agent and/or local travel company that states limited or no liability.

11 Limitation Regarding Claims

11.1 If the Customer wishes to make a claim against the Travel Agency, the Customer must do so in written notice within 30 days of the expedition end date specified in the expedition contract, otherwise the claim is invalid.

11.2 The Customer may not transfer his/her right to make a claim arising from an expedition to a third party (including the Customer's spouse), for any legal reason, nor may the Customer make the claim in their own name.

12 Applicable Law and Court of Jurisdiction

12.1 To the extent that in any given case the Athens Convention is held to apply then, in the event of any inconsistency between these terms and conditions and those of the Athens Convention, the terms of the Athens Convention shall prevail to the extent of such inconsistency.

12.2 The Resolution of any claims or conflicts against the Travel Agency is subject to the exclusive jurisdiction of the relevant courts of Auckland City in New Zealand. All parties to the contract agree to submit to the jurisdiction of the relevant New Zealand courts and no other. The legal residence of each party to the contract is fixed, and is as stated in the contract.

12.3 The Contract between Travel Agency and the Customer, including all matters arising from it, is subject New Zealand law. This is inclusive the type and amount of any potential claims to be paid.

12.4 The resolution of any claims or conflicts against the Local Travel Company is as follows.
A) To the extent that the law of the flag of the vessel is held to apply to and govern the relationships between the Local Travel Company and the Customers and the obligations of the Local Travel Company towards the Customer then, to the extent of any inconsistency

between these terms and conditions and the law of the flag state (where such law cannot be contracted out of) the law of the flag state shall prevail.

B) Subject to this clause, the contract of which these terms and conditions form part is deemed to have been made in New Zealand. The contract and any proceedings relating to it shall be governed by New Zealand law and the courts of New Zealand shall have exclusive jurisdiction in respect of such proceedings. The Customer submits to such exclusive jurisdiction.