



PASSAGE CONTRACT TERMS AND CONDITIONS

These are the Terms and Conditions under which you book and travel on any Island Escape Cruises product we sell you. You are bound by these 'Terms and Conditions' so it is important that you read these very carefully.

Each passenger will be deemed to have entered into a contract on these Terms and Conditions with Island Escape Cruises (NZ) Limited (hereinafter referred to as "Island Escape" or "The Company"). The person signing the declaration warrants that he or she has the authority to bind each Passenger to the Terms and Conditions and indemnifies Island Escape against any loss or damage arising from a breach of that warranty. The Terms and Conditions constitutes the entire agreement between the parties and supersedes all and any prior agreement, arrangement, representation or understanding in respect of the Transportation or any other matter.

1. TRAVEL AGENTS

Where the Passenger books the Transportation through a travel agent, tour operator or other intermediary (the "Agent") the Agent shall be deemed the agent of the Passenger notwithstanding that the Company may pay the Agent a commission. The Passenger authorises the Company to pay any refund under this Passage Contract to the Agent. At no time shall the Agent act as or be deemed to be the Company's agent and the Company shall have no liability for the Agent's acts or omissions.

2. DEPOSITS AND FINAL PAYMENT

When you have decided on your trip we will need a 25% non-refundable deposit to secure your booking. The deposit must be accompanied by a completed and signed Passenger Form and is due within 7 days of making your booking. If payment is not received within this time your booking will be cancelled. Island Escape must receive final payment in accordance with the fare type you have purchased no later than 90 days before the sailing date. Please note that failure to make due payment in respect of bookings

or instalments shall entitle Island Escape to cancel a booking and any cancellation fees will apply.

3. INSURANCE

Island Escape Cruises strongly recommend that all passengers arrange appropriate comprehensive travel insurance to cover such things, but not limited to, medical, liability, loss of deposits and fares, luggage and effects, personal accident, cancellation of cruise sailing, medical and emergency, evacuation and repatriation, flight and hotel cancellation. Please ensure that your travel insurance policy is of high quality and issued at your country of origin. We also suggest that travel insurance is arranged at the time of you making your booking.

4. CANCELLATION FEES

Although we will love to have you onboard we understand that plans can sometimes change. The following cancellation fees will apply to all bookings. The day on which notice is received in writing by Island Escape will determine the applicable refund.

91 days or more prior to sailing - loss of deposit

90 days or less prior to sailing - 100% of fare

5. FARE CHANGES

Your fare is determined by the cruise and cabin type and once booked this fare will not change. Sometimes we release promotional fares. These fares can be withdrawn at any time. If after booking you decide to change to one of the promotional fares, you will need to cancel your existing booking and any 'cancellation fees' will apply.

6. PASSENGER FORM

A completed and signed Passenger Form must be submitted with your deposit. A copy of your current passport personal details page must be received with your Passenger Form. Usually passports require 6 months validity from the cruise completion date. Please also see our section 19.

7. EXCEPTIONS AND FORCE MAJEURE

Notwithstanding any other provision in this Terms and Conditions Contract, and in particular but without limitation paragraphs 2, 3 and 4, Island Escape shall not in any circumstances be liable for any death, personal injury, loss of or damage to property, delay or any direct,

indirect, consequential or economic loss, injury or damage of any nature or any inability to perform the Transportation or any part of it arising or resulting from strikes, labour disputes or difficulties or shortages (whether or not the Company be a party thereto) explosion, fire, collision, stranding, grounding or foundering of the vessel, breakdown or failure of or damage to the vessel, her hull machinery or fittings, errors of navigation, civil or other war, commotion, riot, insurrection, restraint or intervention of princes, rulers, people or governments, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of fuel or any other supplies, Acts of God, perils of the sea or other navigable waters, negligence, a force majeure event, or any other circumstance (whether or not of like nature to the foregoing matters) beyond the Company's control.

8. DELAY, DEVIATION, OMISSION OR CHANGE OF PORTS OR VESSEL

The Company reserves to itself and the Master the absolute right for any reason whatsoever to substitute any other vessel for the nominated vessel, change the scheduled port of embarkation, or omit or change any scheduled call at any intermediate port, omit or change the scheduled port of disembarkation whether before or after the sailing of the vessel, to deviate from the ordinary or scheduled route in any direction for any distance, to delay or to terminate the Transportation, or to put back or to put into any port, and to transfer the Passenger and the Passenger's baggage to any other vessel or to any other means of transportation whether belonging to the Company or not, whether or not bound for the scheduled port of destination, even though resulting in delay, without previous notice to the Passenger and the Passenger shall have no right to refund and the Company shall have no obligation or liability in respect thereof to the Passenger.

9. TERMINATION OF PASSAGE CONTRACT BEFORE SAILING

We will do our very best to make sure everything goes according to plan; however, sometimes changes can happen that may affect your cruise. This could include weather, mechanical difficulties, civil unrest or any other unforeseen circumstances. We may need to remove the ship from service where this becomes necessary due to operational or commercial reasons. We will notify you of these changes as soon as we can. Where we cancel a cruise or make a significant change to the ports in your itinerary prior to departure, you will have the choice of the following.

- A. Continue the cruise with the amended or the revised itinerary;
- B. Transfer all monies paid to an alternative cruise of comparable standard, if available;
- C. Cancel the cruise to receive full refund of your cruise fare paid.

If we are required to change the itinerary or cancel the cruise due to safety, maritime law, severe weather or to protect human life or health, we are not required to provide any compensation unless consumer laws allow otherwise.

10. INDEPENDENT-CONTRACTORS, OCCURENCES NOT ON THE VESSEL, TOURS, ETC..

The Passenger shall pay the charges for all or any onboard services and shore excursions (over and above those already provided in the itinerary) at the rates prevailing on board at the time of sailing. The Passenger must make payment on demand and prior to disembarkation. The Passenger shall have no right to any refund and the Company shall have no obligation or liability of any kind to the Passenger for acts or omissions in connection with or arising out of personal services supplied by onboard service personnel or arrangements with independent contractors who may or may not be agents or employees of the Company. Service personnel and independent contractors work directly for the Passenger and shall not be considered to be acting under the control or supervision of the vessel. The Passenger agrees that the Company shall have no liability of any nature for physical injury or emotional distress or injury, death or damage to person or property as a result of any act, omission or negligence of any of these contractors or any other person providing to the Passenger any of the personal service onboard or the off-ship services and the Passenger hereby releases and discharges the Company from any liability for any such physical injury or emotional distress or injury, death or damage to property.

11. GENERAL REQUIREMENTS

- (A) Liability, if any, for loss or damage to baggage occurring elsewhere than on board the vessel in conjunction with air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall rest solely with the person or entity providing such services and the Passenger agrees that the Company does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage.
- (B) The Passenger must not carry as baggage, or bring onboard, weapons,

explosives or inflammables, illegal drugs or any other dangerous or harmful articles of any kind.

(C) Animals of any kind cannot be brought onboard.

(D) No Passenger may drink any alcoholic beverage aboard the vessel unless the servants or agents of the Company have served or provided that beverage to the Passenger. Any intoxicating liquids or beverages brought aboard the vessel by the Passenger shall be placed in bond and will be returned to the Passenger upon arrival at the port of disembarkation.

(E) All baggage must be securely packed and distinctly labelled with the Passengers' full name, vessel, date of sailing and the destination, and if the Passenger fails to do so, the Company shall not be liable for loss, damage or delay in delivery of the baggage. Due to limited storage space we recommend that **soft baggage** be used.

(F) Photographs/videos may be taken by other passengers or crew or persons engaged by the Company with you included and these may be used in our future promotional material.

12. CRUISE DOCUMENTS

Cruise Documents will be delivered to you approximately 30 days prior to the sailing date. Failure to send a Passenger Form or passport details (where applicable) will delay documentation. Cruise documents include boarding card, cruise itinerary, onboard ship information, embarkation and disembarkation detail. Itineraries are subject to weather conditions and may be subject to changes without notice.

14. SINGLE PASSENGER

A twin/double cabin can be made available for solo use travellers with a single occupancy surcharge of 1.8 times the published twin/double fare.

15. CRUISE FARE - WHAT'S INCLUDED

Included in your cruise fare are accommodations as booked, cruise transportation, all meals onboard, wine and alcoholic beverages, bottled water, coffee and tea, cocktail on boarding, use of kayaks, water sport equipment, fishing gear and facilities, port and handling charges, scheduled shore excursions and tender transfers, government fees and tax.

16. CRUISE FARE - WHAT'S NOT INCLUDED

Cruise fares do not include items of a personal nature. Any type of travel insurance (including but not limited to: medical, liability, loss of deposits,

luggage and effects, personal accident), optional or extra shore excursions and telephone charges.

17. ONBOARD EXPENSES

All onboard prices are quoted in New Zealand Dollars. You may charge onboard expenses to your shipboard account that is settled at the end of the cruise with a credit card. We accept Visa, American Express, Diners Club and MasterCard. You may also use cash. There are no cash withdrawal facilities onboard and we are unable to accept personal cheques. A credit card fee of 3% may be applied on any card transactions.

18. GRATUITIES

Gratuities are not expected, however if you wish to acknowledge exceptional service you are welcome to do so entirely at your discretion.

19. PASSPORTS AND VISAS

Regulations do vary from country to country and by nationality and are subject to change at short notice. If you are in transit or staying in the country of embarkation or disembarkation before or after your cruise, different visa rules may apply. We recommend that you check well before departure. Please note that if you do not hold a valid passport or visa (as regulations may require) for the countries you are visiting, you may be refused permission to land, or in extreme circumstances, travel from your home country. It is the sole responsibility of each passenger to comply with visa and passport regulations.

20. LIABILITY CONDITIONS & PHYSICAL CONSIDERATIONS

Island Escape is an adventure travel company. In any adventure activity there is an element of risk involved. Risks in undertaking activities may include fishing, snorkelling and swimming together with helicopter flights, onshore and boating trips and usual maritime circumstances. The nature of cruises offered means that passengers may encounter physical discomfort and possibly even danger. This being the case, it is expected that every passenger understands and appreciates the risks involved and is prepared to accept those risks as part of the spirit of adventure. Island Escape undertakes to deliver services with all due care however it is intended that passengers accept ultimate responsibility for any damage to or loss of personal property, illness, injury or even death. Any medical condition, advanced pregnancy or disability must be advised to Island Escape within the Passenger Form. Guests should be sure to bring onboard sufficient

supplies of any prescription medication they may require. Additionally, Island Escape will use its best endeavours to deliver scheduled services at indicated times, does not accept liability for any losses, costs or expenses suffered as a result of any delay in the delivery of services. Further, Island Escape does not accept any liability for any losses, costs or expenses arising, whether directly or indirectly, from its own negligence, force majeure, industrial dispute, mechanical failure, civil unrest, natural disaster, operational safety of the ship or extreme weather conditions.

21. ACCESSIBILITY

Access to the vessel is via a stepped gangway, entrances to the vessel have raised coamings and all cabins have a step from bathroom to bedroom to balcony. Access to the landing craft for shore excursions or sightseeing trips is via a series of steps while access to helicopters requires at least 2 larger steps. Some shore activities are mildly challenging. If you do require regular assistance or care or are a wheelchair user, then an able-bodied companion must accompany you. The Captain will always have the final decision whether to take a guest ashore by tender. If the Captain believes that it is beyond the guest's capabilities, might affect the enjoyment or safety of fellow guests, and/or compromise the health and safety of crew then transportation may be denied.

22. CAPTAIN'S RIGHTS

If a guest seriously affects the safety, well-being or enjoyment of themselves or any other person on board, the Captain has the right to confine, sedate or disembark the guest. In such cases, we are not responsible for any expenses including your return home. In addition, you will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, you accept that the safety, well-being and enjoyment of everyone on board comes first.

23. LEAVING THE SHIP EARLY

If you are required or choose to leave the voyage for any reason (unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose), we are not responsible for any expenses, including your return home. This also applies if you do not return to the ship after a port visit in time for sailing. If we assist you with any costs, you will need to repay us on your return. In addition, you will not be entitled to any refunds.

24. RISK

Passengers warrant they will not use any equipment supplied by Island Escape unless they are already familiar with the operation of that equipment or unless they are satisfied that they have received adequate instruction in its use. Passengers acknowledge that they engage in this cruise and ancillary activities at their own risk. Subject to any statutory warranties (which, as far as is possible at law are expressly excluded) passengers acknowledge that Island Escape and its employees and agents shall not be liable for any injury, loss or damage caused to themselves or their property while they are on the cruise, however that is caused, including the Company's negligence. Passengers submit to the exclusive jurisdiction of the New Zealand Law Courts in respect of any matter arising from these Terms and Conditions.

In signing this document, I/we acknowledge that I/we have read and fully understood all of the above terms and conditions.

Passenger Name(s)

_____/_____/_____
Dated

Passenger Signature(s)

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