

# SPECIAL TERMS AND CONDITIONS

## 1. Reservations

A deposit of 20% of the trip fare will reserve a space for you on a PolarQuest trip. In connection with your reservation, a booking form needs to be completed, signed and sent to PolarQuest. The balance of the trip fare is due 90 days prior to departure. Should the trip be reserved later than 90 days prior to departure, the trip shall be paid in full within three days.

## 2. Cancellation and Refund Policy

Notification of cancellation must be received in writing by PolarQuest AB. At the time we receive your written cancellation, the following penalties will apply: More than 90 days prior to departure: 20 % of the expedition cost per person; 90 through 0 days prior to departure: 100% of trip cost. If cancellation occurs within the 90-day period and full payment has not yet been received, the full penalty will still apply, and unpaid monies are due immediately. Once a trip has departed there will be no refunds from PolarQuest AB for any unused portions of the trip. Prices quoted are based on group participation and no refunds will be made for any part of the program in which you choose not to participate. It is understood that refunds cannot be made to passengers who do not complete the tour for any reason whatsoever.

## 3. Trip cancellation and Travel/Interruption Insurance

It is required that all travellers purchase interruption insurance as protection against an emergency which may force you to leave from a trip while it is in progress. It is strongly advised that all travellers purchase trip cancellation insurance.

## 4. Medical Information

Participation on a PolarQuest program requires that you are in generally good health and that you are in no need of extra assistance whatsoever. It is essential that persons with any medical problems and related dietary restrictions make them known to us before departure. The Expedition Leader has the right to disqualify any participant at any time during the trip if he feels the participant is physically incapable and/or if a participant's continued participation will jeopardise either the individual involved or the group. There will be no refund given under these circumstances. By forwarding of deposit, the passenger certifies that he/she does not have any mental, physical or other condition or disability that would cause a hazard for him/herself or other passengers.

## 5. Prices

PolarQuest AB also reserves the right to change prices due to documented exceptional and unforeseen changes in costs.

## 6. Itinerary Changes and Trip Delay

PolarQuest AB reserves the right to change a programme's dates, itinerary, or accommodations as conditions warrant. It is understood that such decisions will be made in the best interests of all passengers and with regards to safety. These are expeditions to remote parts of the world, and we reserve the right to change the itinerary due to weather conditions, airline changes, availability of anchorage, political conditions and other factors beyond our control without consulting the participants. Participants have no right to any refund or other considerations in the event of these inevitable itinerary changes. If a trip must be delayed, or the itinerary changed due to bad weather, road conditions, transportation delays, government intervention, sickness or other contingency for which PolarQuest AB or its agents cannot make provision, the cost of delays or changes is not included. Should PolarQuest have marketed a specific guide/lecturer on a trip and he/she would need to cancel, for any reason whatsoever, the traveller have no right to compensation. In such a case PolarQuest will do their utmost to find an equivalent replacement.

## 7. Itinerary Cancellation

PolarQuest AB reserves the right to cancel an itinerary before departure for any reason whatsoever, including too few participants or logistical problems such as strikes, wars, acts of God, or any other circumstances which may make operation of the trip inadvisable. All trip payments received will be promptly refunded, and this refund will be the limit of PolarQuest AB's liability. PolarQuest AB is not responsible for any expenses incurred by trip members in preparing for the trip, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other trip related expenses.

## 8. Participants

PolarQuest AB reserves the right to decline or to accept any individual as a trip member for any reason whatsoever. PolarQuest AB and the contracted Expedition Leader also have the right to dismiss any participant during a trip due to improper behaviour or reasons that could cause a hazard for him/herself or other passengers.

## 9. Limitations of Liability

PolarQuest AB, its owners, agents and employees give notice that they act only as the agents for the owners, contractors and suppliers providing means of transportation and/or all other related travel services and assume no responsibility howsoever caused for injury, loss or damage to person or property in connection with any service resulting directly from: acts of God, detention, annoyance, delays, expenses

arising from quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations and discrepancies or changes in transit or hotel services over which it has no control. Changes in the itinerary may be made where deemed advisable.

In case of a medical problem arising during the voyage, either on board or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the passenger. PolarQuest AB requires that passengers ensure that such eventualities are covered by travel/ interruption insurance. If not covered by travel/interruption insurance the responsibility remains with the passenger and PolarQuest AB specifically decline any responsibility whatsoever. As described in item 5 above, all prices are subject to change.

As described in item 7 above, if a trip must be cancelled, PolarQuest AB is not responsible for any personal expenses incurred by trip members in preparing for the programme.

PolarQuest AB reserves the right to alter or omit any part of the itinerary or change any reservation, feature and/or means of conveyance without notice and for any reason whatsoever and without allowance or refund and with extra costs, if any, resulting therefrom paid by the passengers. Please note: These terms and conditions apply on all PolarQuest trips unless other conditions are printed in the applicable brochure.

## 10. Disputes

According to Swedish law, PolarQuest AB places all revenue in a bond with the Legal, Financial and Administrative Services Agency (Sw. Kammarkollegiet) in Sweden until the completion of your expedition. Any disputes and matters of whatsoever nature between the customer and PolarQuest AB shall be governed by Swedish law and jurisdiction of the Swedish court.

On advancement of deposit to PolarQuest AB the depositor acknowledges that he/she has read and understands the above recited terms and conditions and agrees to be bound by them.

By signing the booking form, the traveller also acknowledges that he/she has read and understands Appendix 1: "The general terms and conditions of the Association of Swedish Travel Agents and Tour Operators (SRF)" and Appendix 2: "DIRECTIVE (EU) 2015/2302".

The general terms and conditions of the Association of Swedish Travel Agents and Tour Operators (SRF) and PolarQuest's special terms and conditions, together with information provided by PolarQuest, apply to the tour. The general and special terms and conditions constitute a part of the agreement. If the terms in the special terms and conditions and SRF's general terms are conflicting, PolarQuest's special terms apply.

PolarQuest AB has taken out insolvency protection with Vector Nordic, telephone +46 8 762 68 70. Travellers may contact this entity or, where applicable, the competent authority Kammarkollegiet, Birger Jarlsgatan 16, 114 34 Stockholm, Sweden, telephone +46 87000800, [registratur@kammarkollegiet.se](mailto:registratur@kammarkollegiet.se) if services are denied because of PolarQuest's insolvency.