ARCTIC KINGDOM
MARINE EXPEDITIONS INC.

Form: Terms & Conditions

The following conditions will form part of the contract between you and Arctic Kingdom Marine Expeditions, Inc.

Expedition Reservation & Enrollment Forms

All expedition members are required to complete an expedition reservation form and an expedition enrollment booklet. Please read these documents carefully before booking your expedition to ensure you are comfortable with the terms of these documents. We will require all documents be completed & signed prior to your arrival in Ottawa. We will not permit you to continue on an expedition until all paperwork is completed. Participation by any expedition member will be declined in absence of the signed and completed Expedition Enrollment forms, with no refund. No modifications to the terms of the Release and Assumption of Risk form will be accepted.

Participant Information

Expedition participants are responsible for providing correct information regarding personal details. Arctic Kingdom will not be responsible for costs incurred due to incorrect, incomplete or inaccurate information.

Medical

You must be in general good health to participate in our expeditions. Anyone with medical problems or restrictions must make them known to us well in advance of the trip. A medical release is required from all participants and a medical certification may be required. The expedition leader has the right to disqualify any member from the group at any time if considered medically necessary; no refunds will be made under such circumstances. Arctic Kingdom Marine Expeditions and its affiliates take no responsibility for special arrangements required by passengers physically unable to complete a trip and assume no liability regarding provision of medical care.

Travel Documents

Clients must have a valid passport for international travel. Clients are responsible for arranging visas or travel permits, if applicable.

Payment Schedule

If payments are not received by the dates specified in the 'Expedition Reservation' forms, Arctic Kingdom reserves the right to cancel your booking and withhold return of all payments received, unless a change in your payment schedule has been agreed in writing by Arctic Kingdom.

Declined Application

Should an applicant be justifiably declined prior to the scheduled date of departure, Arctic Kingdom will refund all payments received from the applicant less US$400 processing fee and this will be the limit of Arctic Kingdom's liability and Arctic Kingdom shall not be liable for any special or consequential damages, whether known or unknown, under any circumstances whosoever. Arctic Kingdom's decision to decline a participant in any expedition shall be in its sole and absolute discretion. Arctic Kingdom is not responsible for any expenses incurred by the applicant or the applicant's booking agents in preparing for the trip, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other trip-related expenses.

Cancellations

All cancellations must be made in writing and are effective upon receipt in our office. We require that you make your cancellation by registered mail to: Arctic Kingdom, 3335 Yonge St. Suite 402, Toronto, ON M4N 2M1 Canada.

Cancellations prior to 90 days from arrival are transferable to another date during the current or following year less a $500US cancellation fee. Cancellations within 90 days prior to arrival will forfeit your payments unless you fill the space with another participant. Payments transferred to another expedition are nonrefundable and expire at the end of the following season. We strongly advise all participants to purchase trip cancellation insurance.

Cancelled Expeditions

Arctic Kingdom reserves the right to cancel any expedition prior to the scheduled departure due to insufficient registration or logistical problems. The decision to cancel an expedition is within the sole and absolute discretion of Arctic Kingdom. In the event of cancellation by Arctic Kingdom, you may transfer to another expedition, or we will refund all payments in full. In no event, however, shall our liability exceed the obligation to refund the amount you paid us. Trip cancellation due to undersubscription would normally occur a minimum of one month prior to departure. Arctic Kingdom Marine Expeditions is not responsible for expenses incurred by expedition members in preparation for the expedition (e.g. non-refundable air tickets, visa fees, equipment etc.).

COSTS

Trip Cost Includes

Accommodations, some group flights and airport transfers as specified in the expedition reservation form, leadership, local guides and meals while in the arctic. The right is reserved to make any changes in the itinerary or to substitute hotels, modes of transport, vessels, or guides for those mentioned in our literature.

Trip Cost Does Not Include

The cost of individual air flights to our city of departure, airport taxes, passports, visas, insurance of any kind, alcoholic beverages, excess baggage, tips, items of a personal nature, medical costs of hospitalization, additional expenses arising from the delay or extension of a trip due to weather, political disputes, illness, failure of transportation or other causes beyond our control.

Extras

Any additional costs incurred over the expedition (such as equipment rental or purchase, courses and satellite phone calls) must be settled in full before the expedition participant leaves. In the event that a participant fails to settle his/her account before the completion of the expedition, Arctic Kingdom shall be entitled to make a reasonable administration charge for the subsequent collection of such sum due in addition to any costs of legal process.

Refunds

Refunds will not be given for unused hotel rooms, meals, unused rental equipment, missed days due to late arrival or any other modified expedition arrangements for any reason whatsoever. Expedition costs are quoted as a package and credits are not given for services not used.

Delays

The cost of delays is not included if any trip must be delayed due to bad weather, transportation delays, government intervention, sickness or other contingency for which Arctic Kingdom Marine Expeditions cannot make provision.

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COSTS

Expedition Duration

The expedition start and end dates will not be extended in the event of a late arrival in the arctic due to air travel delays. Participants are not entitled to credit or refund should the expedition be of a shorter duration than planned as a result of late arrival, regardless of whether late arrival is caused by airplane mechanical problems, weather, acts of god or any other reason that prevents expedition members from arriving on the expedition's scheduled start date.

Surcharges

We reserve the right to raise the trip fees if there are exceptional cost increases beyond our control. We publish our prices well in advance of expedition departure. Between that time and the time of the expedition's actual departure, we may be faced with significant cost increases that we cannot absorb. We will do our best to limit such increases and will do everything we can to avoid raising prices. All prices are subject to surcharges to cover increases in transportation costs (such as fuel, airline fares and surcharges and airport dues, taxes and fess), consequences of Government action such as increases in tax rates and higher currency costs resulting from adverse exchange rate variations. If a surcharge results in an increase of more than 5% of the price, the participant will be entitled to either accept a substitute expedition as Arctic Kingdom may be able to offer or cancel the expedition with a full refund of all money paid (except any insurance premiums). The passenger must, however, exercise his/her right to cancel for this reason within 14 days from the issue date printed on the invoice. No surcharges will be levied less than 30 days from the departure date.

Credit Card Charges

All credit card transactions are processed in Canadian dollars. When prices have been quoted in a foreign currency, the transaction will be processed in Canadian dollars at the day's official exchange rate. Credit card companies use an inflated exchange rate, resulting in a discrepancy of 1-2% or more depending upon the card issuer. Changes in exchange rates between when the charge is processed and posted (one to two business days) may result in an additional increase or decrease to the exchange rate. Arctic Kingdom is not responsible for any billing discrepancies as a result of a credit card exchange rate different from the official rate on the day the charge is processed. In the event of a credit card refund, the exact amount originally charged in Canadian dollars will be made regardless of changes (appreciation or depreciation) to the exchange rate since the original transaction. After the initial deposit, expedition payments made by credit card incur a 2% surcharge which is unrelated to any possible exchange rate discrepancy. We recommend payments be made by check, bank draft or wire to avoid any such discrepancies.

Last Minute Pricing

Bookings made within less than 8 weeks of departure may require the renegotiation of air and hotel rates. Should there be any increase in fares you will be informed. No verbal quotation contrary to the published fares will be honored.

TRAVEL ARRANGEMENTS

All travel to and from Ottawa, Canada is the sole responsibility of the participant. The airlines concerned with the travel on these trips and their agents are not to be held responsible for any act, omission, or event during the time the passengers are not on board the aircraft. The passenger contract in use by the airlines concerned, when issued, shall constitute the sole contract between the airlines and such purchasers of these expeditions.

In no circumstances at any time shall Arctic Kingdom have any liability for denial of boarding by an airline contracted to fly to the expedition, such denial being at the sole discretion of the airline concerned.

It is the responsibility of each expedition member to ensure that they are in Ottawa in time to catch the flights continuing on to the arctic. Arctic Kingdom is not responsible for missed flights due to international flight delays, missed connection or any other reasons. We recommend arriving in Ottawa two days before departing or as early as possible on the day prior to our arctic departure.

Baggage

Arctic Kingdom Marine Expeditions assumes no liability for loss or damage to baggage in transit to and from an expedition or while on an Arctic Kingdom expedition. We recommend purchasing travel insurance. A charge will be collected by the Expedition Leader for any additional pieces of luggage that are carried, or if any cases exceed the established weight and/or dimensions. Expedition members must be able to lift and comfortably transport their bags short distances.

As flights to the arctic are infrequent and our camp may be hours or days away from the airport, delayed baggage could be an enormous inconvenience. If a participant's warm clothing, camera, scientific or sport equipment didn't arrive; it may make it impossible to pursue the intended activities on the expedition. In the event of delayed baggage, there shall be no refund for any days spent waiting for it to arrive. Additional lodging, meal, airport taxi and private guiding charges for reunification with the group would be the responsibility of the expedition member if he/she elects to stay in town to wait for the baggage. Additional charges to collect the baggage and bring it out to camp are the expedition member's responsibility if he/she joins the expedition from the start and we organize for the missing bag(s) to be brought out.

Acts of God & Terrorism

In the event of catastrophic events that may preclude International air travel, it may be impossible for an expedition member to arrive in Canada as scheduled. Depending upon the severity and location of the event, it may or may not affect other expedition members arriving or the internal flights within Canada to the arctic. We will make every effort to accommodate expedition members arriving late, however, due to the complex nature of our expeditions, we make no guaranties that the expedition would be held, delayed or extended. No refunds or credit will be provided and we highly recommend trip cancellation insurance to cover such an unforeseen scenario.

Transportation Services

Whenever Arctic Kingdom employs services such as taxi, air transport or boat charter, Arctic Kingdom acts only as agents in regard to that particular part of a trip and can assume no liability for any actions or defaults of any individual organization with whom such arrangements have been made.

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TRAVEL ARRANGEMENTS

Insurance

Arctic Kingdom does not carry health, life, property or injury insurance for our expedition members. All clients will be required to provide proof of medical insurance. Arctic Kingdom Marine Expeditions will not pay for any expenses incurred for medical reasons.

- Extended Medical Insurance – Your medical insurance should cover you for life and health care risks while in Canada, and in addition should provide for transport to your home country if you reside outside of Canada.
- Emergency Evacuation Insurance – In the case of injury, helicopter or private charter airplane ambulance expenses will be charged to the injured party.
- Trip Cancellation Insurance – In view of our cancellation policy, we strongly recommend that all our expedition members purchase cancellation insurance.
- Personal Property Insurance – Insure your personal belongings against loss. Your homeowner's insurance may not be enough. Be sure that this insurance covers you while you are in Canada.

ACCOMMODATIONS

Right of Entry

Any expedition staff member or other person authorized by Arctic Kingdom staff shall be entitled to enter an expedition member's room or tent to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

Double Occupancy

Land accommodations are based on double occupancy, unless otherwise indicated in the expedition description.

Single Travelers

If you are a single traveler wishing to share accommodations, we will try to match you with a roommate. If no roommate becomes available, you must pay the single supplement fee for any hotels - listed in the expedition reservation form. If you request a single, private room you must pay the single supplement fee listed in the expedition reservation form.

CONDUCT

Withdrawal

Arctic Kingdom Marine Expeditions reserves the right to require any participant to withdraw from an expedition at any time if the expedition leader deems his or her acts or conduct to be detrimental to or incompatible with the interest, harmony, comfort or welfare of the expedition. Any expenses incurred from removal from a tour will be the responsibility of the individual. In such cases, no refund or credit will be payable or due to the individual.

In the event an expedition member decides that he/she would like to leave the expedition early, a fee will be assessed for the staff and transportation costs required for a premature private return. The expedition member would also be responsible for additional lodging and meal costs in town, airport transfers and any air ticket change fees. Such costs must be paid for prior to departure.

Animal Encounters

Expedition members must at all times follow the instructions of our guides and staff. Should an individual be overly confident, eager or reckless in approaching an animal, the participant will be immediately ejected from the expedition. Should an animal be killed because of a provoked attack, a fine of as much as $30K per animal may be charged by a wildlife officer. In an extreme case of a mother bear with cubs, fines may exceed $100K. We are conservationists and animal lovers and will not tolerate actions that put people or animals at risk.

EPIRB Activation

In addition to global positioning devices and a satellite telephone, we also bring multiple emergency position indicating radio beacons. EPIRBs transmit a distress signal to overhead satellites and allow search and rescue personnel to pinpoint the location of the signal. Expedition members will be shown how to activate these devices, however, they are only to be used in case of life-threatening emergencies. Significant discomfort or inconvenience does not merit triggering the device. Search and recovery personnel would arrive by helicopter and would retrieve the people and abandon all equipment. If an expedition member were to set off an EPIRB when not deemed necessary by the authorities, that person would be responsible for both the significant cost of the rescue plus the cost to replace any abandoned or lost equipment.

EXPEDITION EXPECTATIONS

Itinerary

Our itineraries are intended as an example only. Participants should allow for flexibility due to changes in weather, natural history or cultural events, or other logistical arrangements deemed necessary by Arctic Kingdom or our staff. While every effort will be made to adhere to the planned itinerary, it must be realized that with this type of adventurous travel to inhospitable regions impacted by severe and unpredictable weather and ice conditions, changes to the itinerary may occur which Arctic Kingdom accepts no responsibility, however caused and for whatever reason. Many of our camps and the animal populations we seek are far from any one town's landing strips and may in fact be equidistant to another town. Should it be decided that animals are better accessed from a different point or region, changes of itinerary may include a change of destination. Every reasonable effort will be made by Arctic Kingdom staff to ensure that all participants' expedition objectives are met.

Rescheduling

Arctic Kingdom reserves the right (in its sole and absolute discretion) to reschedule the departure and return of any of its expeditions at any time, as conditions warrant, and without prior notification and no further obligation on our part. Arctic Kingdom also reserves the right (in its sole and absolute discretion) to alter or omit any part of the itinerary with due notice wherever practical to expedition members. Such rescheduling does not constitute cancellation by Arctic Kingdom.

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EXPEDITION EXPECTATIONS

Images

Marketing materials contain photographs that depict typical locations, scenes and animals that may be viewed on an Arctic Kingdom expedition. Any imagery may not be a specific representation of the equipment we may use, animals we may see or weather conditions we may experience. The sightings of wildlife on the expedition can vary and is not guaranteed.

Changes to Information

The information in all marketing materials represents Arctic Kingdom's plans and intentions at the time of going to press. Events subsequent to the printing of the brochures may cause us unavoidably to change our plans, which could affect the published itineraries and/or the prices. In the event of such changes or alterations you will be told immediately, but Arctic Kingdom gives notice that all information in our brochures is subject to alteration with or without notice.

Group Size

The maximum number of participants per group does not include the expedition leaders, guides, camp staff or expedition medic (if applicable). Should only one space remain on an expedition, it is our policy to accept two persons traveling together, even if it exceeds the stated expedition maximum. Arctic Kingdom may, at its sole discretion, accept or retain any person as a participant of any expedition.

Arctic Kingdom may host multiple groups operating independently from a common base camp with separate guides. Such groups are typically scientists or filmmakers on longer term projects but may include other tour groups.

Expedition Staff

Arctic Kingdom reserves the right to substitute expedition leaders for the leader(s) originally specified, in which case the substitution is not a basis for participant cancellation or refund other than provided by our normal cancellation policy.

Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, Arctic Kingdom needs to use the information you provide such as name, address, any special needs, health, medical or dietary requirements etc. Arctic Kingdom must pass the information on to other relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security, public authorities such as customs/immigration if required by them or as required by law. Arctic Kingdom does not rent lists of names and addresses to any third party for such parties marketing activities.

SIGNATURE

Authority

Your signature below signifies your acceptance of the Expedition Leader's authority to make decisions affecting the group or individuals. For instance, such leader may require an individual to leave the group if he/she believes that person's health is at risk, if an illegal act is committed, or their behavior becomes detrimental to the safety, enjoyment or well being of the group.

Should Arctic Kingdom Marine Expeditions, Inc., or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, the enrolling expedition participant(s) agree(s) to indemnify and hold them harmless for all such fees and costs.

This agreement and any disputes hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. In the event a lawsuit is filed, the enrolling participant(s) agree(s) to do so solely in the city of Toronto in the Province of Ontario in Canada.

Upon making an advance payment, or any part of full payment for a reservation for an Arctic Kingdom expedition, the undersigned acknowledges and confirms that he or she, having read and understood these Terms and Conditions in their entirety, agrees (i) to be bound by all of the terms hereof, (ii) confirms that these Terms and Conditions will be binding on his or her heirs, next of kin, executors, administrators and successors, and (iii) that this is the entire understanding between myself and Arctic Kingdom and cannot be modified or changed in any way by any statements or representations by myself or by Arctic Kingdom.

Signed this _____ **day of** _____ **20**_____

Participant's Signature: _____

Print Name: _____