

## **Booking Terms & Conditions**

(Hurtigruten programs)

### **Reservation**

To make a reservation on any of our programs, you must call a registered travel agent or our office. We will provide you or your travel agent a booking form which you must return to us fully completed with your necessary personal information and travel wishes. All information is kept completely confidential pursuant to our Privacy Policy.

After receipt of the booking form and the deposit (see Deposit below), you will receive from us a confirmation and itinerary of all booked travel services. Please check to ensure that the confirmation details provided from us are complete and in accordance with your wishes.

The written confirmation from us is the only binding contract for the provision of services listed therein, subject to the additional terms & conditions contained below. Your tour booking is not final and binding prior to issuance of this tour confirmation and following receipt of the deposit as indicated below.

Your acceptance of our booking confirmation constitutes your acceptance of the travel price for the services detailed therein. Prices advertised may be subject to fluctuation, special offers, discounts or other changes subsequent to your reservation. Any such changes cannot be applied retroactively to your reservation and you agree to accept the tour price indicated on the booking confirmation.

For purposes of these terms and conditions, any reference to the "Carrier" in either these booking terms & conditions or the Additional Terms & Conditions and Conditions of Carriage hereunder, shall mean Hurtigruten LTD 2016 and/or Hurtigruten AS, with its head office at Fredrik Langes Gate 14. Pb 6144 Langnes 9291 Tromsø, Norway, an entity organized under the laws of Norway, which owns and operates the ships contemplated by your booking.

### **DEPOSITS & FINAL PAYMENT**

The following deposit terms are specific to tour programs including Hurtigruten ship itineraries:

#### **Cruise Only and Cruise&Land Programs:**

20% of the total cruise or cruise & land package price is payable immediately upon booking to make your reservation. In the unusual circumstance that we cannot subsequently confirm your booking after this deposit has been paid, it will be refunded to you in full.

#### **For all programs:**

Final payment is due no later than 62 days prior to departure. Cheques\*, Money Order, Visa, MasterCard, and American Express are accepted as forms of payment.

\*Non-certified personal and/or agency cheques are due in our office 82 days prior to departure to allow for clearing time.

Please note, it is not incumbent upon GLP to remind you of the full payment due date. If you miss the due date, you risk losing your reservation and forfeiting your deposit.

**Revision / Change Fee:**

We will do our best to accommodate changes to your booking including changes to the names of passengers, sailing date, etc., but we cannot guarantee our ability to confirm the desired changes which will be subject to the ultimate discretion of the Carrier. A charge of CAD\$150 per change will be levied if we are successful in making the requested changes, failing which you will have the option to cancel your booking subject to any cancellation charges that may apply (as noted below).

For reservations including air, any changes including spelling corrections to the passenger names after air tickets have been issued will be subject to the airline's revision fees.

**Cancellations and Refunds:**

For land and cruise arrangements, the cancellation charges are as follows:

More than 92 days before departure:	Administrative fee of \$150
91-63 days before departure:	20% of the total tour price
62-44 days before departure:	30% of the total tour price
43-31 days before departure:	60% of the total tour price
30-16 days before departure:	90% of the total tour price
15 days or less before departure:	100% of the total tour price

In the event of a cancellation by one guest in a double occupancy room, the other guest shall be responsible for the payment of the single supplement applicable at the time of booking.

For air arrangements, the cancellation penalty is determined by the airline depending upon the booking class. In some cases the air tickets may be completely non-refundable as of the date of booking and ticket issuance, which may be well in advance of the travel date.

No refunds will be made for unused services once travel arrangements have commenced. If after returning from the cruise you wish to inquire about any cruise services provided, please ensure that all correspondence relating to those services is received by GLP Worldwide within 30 days after the cruise completion.

The Carrier reserves the right to cancel, change or postpone any cruise departure date and itinerary. In the event of a complete cancellation of a departure by Carrier, we will refund monies paid for the cruise or cruise & land package to those guests who have not previously cancelled.

**Prices:**

All fares are per person in Canadian Dollars and are based on rates and foreign exchange rates as of the date of the tour confirmation document. In the event of an increase in any of the cost factors, including airfares, taxes or other surcharges, GLP Worldwide reserves the right to increase the price in accordance with the provisions of the Travel Industry Council of Ontario (TICO). The following exceptions apply: (i) there will be no price increase when final payment has been received by GLP Worldwide, and (ii) if the total price of travel services is

increased and the cumulative increase, except any increase resulting from an increase in applicable retail sales tax or federal goods and services tax, is more than 7 per cent, the contract can be cancelled and a full refund obtained.

Prices do not include land arrangements or services other than those specifically stated in the tour confirmation. They also do not include items of a personal nature such as laundry costs, beverages, food not on the regular table d'hote menu; optional excursions; passports, visas; vaccinations; gratuities on cruise ships; International Air Transportation Tax; Agricultural Tax; Security Fee; airport taxes. Port charges and/or taxes may be listed separate from the base cruise fare. Verbal quotations will NOT be honoured. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Air taxes quoted at the time of booking are estimates only based on current information. Air taxes, fuel and insurance surcharges and other relevant fees will be indicated on the final invoice and will reflect the actual amount incurred at the time of ticket issuance.

### **Itinerary Changes**

While every effort is made to adhere to the specifics mentioned on this site, changes may be required at times. Therefore, all prices, itineraries, and other pertinent information are those in effect at the time of posting, and are subject to change without notice.

### **Passports and Visas**

A valid passport is required of all travellers. It must be valid six months after return to Canada. For trips requiring visas for Canadian citizens, detailed visa information will be emailed. Travellers are responsible for obtaining all of their own visas and entry documents. Non-Canadian citizens must consult with the appropriate embassy or consulates about visas or other entry requirements. We accept no liability if a passenger is refused entry to a country due to missing documentation.

Please be advised that entry to another country may be refused even if the required information and travel documents are complete, and that the living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

### **Travel Documents**

Travel documents, including air tickets, are sent regular ground delivery 3-4 weeks prior to departure, providing full payment has been received.

### **Fitness to travel, mobility and medical equipment**

In order to ensure that the Carrier is able to carry passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including the ships flag state every Passenger warrants that he/she is fit to travel by sea and that his/her conduct or condition will not impair the safety of the ship or inconvenience the other passengers. We reserve the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law. If we consider it necessary, we are entitled to administer a

health questionnaire prior to boarding.

If it appears to us, the Master or the Company's nominated medical representative that a Passenger is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to land at any port, or likely to render the Carrier liable for Passenger maintenance, support or repatriation, then the Carrier or the Master shall have the right to take any of the following courses: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger to another berth or cabin; (iv) If the Company's nominated medical representative considers it advisable, to place or confine him/her or to transfer the Passenger to a health facility at any port, at the Passenger's expense (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port provided that the ship's nominated medical representative and/or Master considers that any such steps are necessary.

Where a Passenger is refused embarkation as a result of safety and/or fitness to travel, neither we nor the carrier shall be liable for any loss or expense occasioned to the passenger thereby, nor shall the passenger be entitled to any compensation from the Carrier.

Passengers who need assistance and/or have special requests or need special facilities or equipment with regard to accommodation, seating or services required or need to bring medical equipment must notify us at the time of booking. If there are any particular conditions, disabled or reduced mobility which require personal care or supervision then such personal care or supervision must be organised by the passenger and at the passenger's expense. Those passengers confined to wheelchairs must furnish their own standard size foldable wheelchairs but needn't be accompanied by a travelling companion. Unless we and or the Carrier agree otherwise and in writing Passengers are limited to bringing 2 items of such mobility or medical equipment on board per cabin with a total value not exceeding €2,600. All equipment must be capable of being carried safely and must be declared before the sailing. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 23 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for safety reasons carry pregnant passengers of 24 weeks or more by the end of the cruise.

### **Gratuities**

Gratuities are not included in the price of your trip. For traditional cruises along the fjords of Norway between Bergen and Kirkenes or vv, gratuities are not customary and entirely at the discretion of the passengers.

For Explorer Voyages (voyages to the Arctic, Iceland, Greenland, Antarctic and Atlantic Ocean voyages), the guideline for gratuities provided by the Carrier is:

USD 12 per person per day to be divided amongst the entire crew.

### **Accommodations**

Any hotels listed in our brochure or on our website will be used subject to availability on most departures. If a change becomes necessary for any reason, hotels substituted will be the equivalent or better than those shown. Please note that it is standard policy that hotel rooms are not available for check-in before 3:00p.m.

### **Smoking Policy**

For the comfort of all cruise participants, smoking is only permitted on the sundecks and outside walkways of ships. Smoking is not permitted in any interior portion of the ship or on motor coaches.

### **Cruise Itineraries**

Deviations to the planned cruise itineraries are possible, although every effort will be made to keep them as they are shown. All cruise routes are subject to change without notice. Should conditions render cruise routes unsafe for navigation, alternative service may apply, including but not limited to, accommodation on the docked ship and/or substitute ground arrangements.

### **Luggage**

Please check with your airline regarding airline baggage allowances as they vary considerably. No responsibility is accepted for loss, damage or delay to passenger's luggage. Travel insurance including protection for lost or delayed luggage is strongly recommended.

### **Insurance**

Purchase of trip cancellation and/or health insurance available through GLP Worldwide or your travel professional is strongly recommended.

### **Child Policy**

All guests under the age of 18 must be in a cabin with an adult, and must remain supervised at all times, and their safety is the responsibility of the accompanying adult(s). Children between the ages of 4 - 10 at the time of embarkation may share a cabin with 2 adults provided the child is able to share the bed with the adults - no additional bed will be provided. Please be aware that balcony cabins of any kind may be unsafe for small children if left unsupervised. Children 4-7 years old are not recommended on any program. AmaWaterways does not provide child-specific programs or child-minding facilities.

### **Responsibility**

1394207 Ontario Inc. o/a GLP Worldwide (hereinafter referred to as the "Operator") is responsible to you in making arrangements for the services offered in this brochure. The Carrier, airlines, cruise lines, hotels and other suppliers providing services are independent contractors and are not principals, agents, employees or partners of the Operator or its affiliates. The cruise participant agrees that neither the Operator nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing services, or any insurer or insurance administrator under any travel insurance provided by the Operator, or of any other person. If the services included in the cruise cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Operator, the Operator will arrange for the

provision of comparable services, when possible. Any resulting additional expense will be payable by the cruise participants and any resulting saving will be refunded by the Operator to cruise participants. The Operator and the Carrier reserve the right to accept or reject any person as a cruise/tour participant, to expel any cruise/tour participant from the cruise/tour, to make changes in the itinerary whenever the Operator or Carrier deem it necessary for the comfort, convenience, or safety of the cruise/tour participants, and to cancel a cruise/tour at any time. No person, other than an authorized representative of the Operator, by a document in writing, is authorized to vary, add, or waive any term or condition in this brochure or website, including any term or condition set forth in the preceding provisions.

We reserve the right to amend the information, conditions and prices contained on these pages without notice.

### **ADDITIONAL TERMS & CONDITIONS AND CONDITIONS OF CARRIAGE**

Your booking is also subject to the following additional terms & conditions of the Carrier which are as follows: (Please note that the terms and references to all paragraphs hereunder relate to each other and not to the terms and references of the clauses preceding this section. In these following paragraphs the word "We", "Us" or "Our" refer only to the Carrier.

#### **Our liability to you**

Except where otherwise expressly stated in these booking conditions, we regret that we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of 'force majeure'. In these Booking Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

We will accept responsibility for the arrangements we agree to provide or arrange for you as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors, we will pay you reasonable compensation.

Where death and or personal injury and or loss of or damage to property occurs during carriage by air or by sea then liability and the extent of damages recoverable will be dealt with by International Conventions as set out in paragraphs (v) and (vi) and not otherwise.

As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned if we are found liable to you on any basis, the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 10(vi) below.

Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim, or that part of a claim if we are found liable to you on any basis, is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation that applies to the travel arrangements or hotel stay in question. The conventions and regulations include, for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, and the Athens convention for international travel by sea.)

Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request. We do not have any liability to you by virtue of the Regulation 261/2004 which applies solely to the operating carrier. Any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.

Travel by sea is governed by the provisions of the Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 as amended in 1976 ("The Athens Convention) and where applicable from 1 January 2013 EU Regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents ("EU Regulation 392/2009). For the purposes of the Athens Convention and EU Regulation 392/2009, we are the Contracting Carrier.

The Athens Convention and EU Regulation 392/2009 limit the Carriers' liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It is presumed that luggage has been delivered to you undamaged, unless written notice is given by us and/or the performing Carrier.

a) in the case of apparent damage, before or at the time of disembarkation or redelivery; or  
b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

Damages for cabin luggage payable by the Carrier are limited up to the Athens Convention limit of 833 SDRs or 2250 SDRs if EU Regulation 392/2009 applies.

Limits shall be reduced in proportion to any contributory negligence by the Client and by the maximum deductible specified in Article 8(4) of the Athens Convention or EU Regulation

392/2009.

In so far as we may be liable to a Client in respect of claims arising out of carriage by sea, we shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions and nothing in these Booking Conditions shall be deemed as a surrender thereof. To the extent that any provision in these Booking Conditions is made null and void by the Athens Convention or EU Regulation 392/2009 or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further.

Any liability in respect of death and personal injury and loss of and damage to luggage which we may incur to you shall always be subject to the limits of liability contained in the Athens Convention or EU Regulation 392/2009 for death/personal injury of 46,666 Special Drawing Rights (SDR) or 300,000 SDR under Athens Convention or 400,000 SDRs under EU Regulation 392/2009 except in the case of liability for war or terrorism 250,000 SDRs.

We are not liable for valuables, monies or other securities including jewellery and watches. If they have been deposited with the reception desk on the ship for safe keeping and a receipt issued, then in those limited circumstances, the Carriers liability will be as set out in the Athens Convention or EU Regulation 392/2009. The use of safes on board a Vessel is not a deposit with the ship or with the company under the Athens Convention or EU Regulation 392/2009 or otherwise. The limits are 1200 SDRs pursuant to Athens or 3,375 SDRs pursuant to EU Regulation 392/2009.

Where there is any loss of or damage to property, including that which is not covered by any international convention and where liability is not limited by reference to any enactment, terms of conditions, then any legal liability that we may have for any such losses or damage will not exceed €600 per guest.

You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 9 above. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

### **Indemnity**

When you book arrangements with us you accept responsibility for the proper conduct of yourself and your party. If your actions or omissions cause damage to any property in the provision of the contracted arrangements, or cause delay or diversion to any flight or other means of transportation, you agree to fully indemnify us against any claim (including professional fees and legal costs) made against us by or on behalf of the owner of such property or the operator of the flight or other means of transportation. The Captain of an aircraft or Master of a ship has authority over the aircraft/ship and passengers at all times when they are boarding or on board. There will be no liability on our part, or that of any

supplier, for any refund, compensation, or costs thus incurred. Additionally, we will have the right to recover full costs resulting from the incident from the passenger.

At any port or place we may refuse to embark or may disembark any passenger who, in the opinion of the ship's authorized personnel, might be excluded from landing at further destinations by local authorities or who may be suffering from any contagious or infectious disease, or whose presence may be detrimental to the wellbeing of passengers or crew. In cases of quarantine of the ship, or individual passengers (passengers may be required to remain in their cabin or as instructed by authorised personnel on board if they or any other occupant of the accommodation presents any symptoms or may be considered to put other passengers at risk) we will not be liable for expenses thus caused and in such cases as above there will be no entitlement to any refund or compensation and we will have no liability for costs incurred as a result.

Your specific passport and visa and health requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept responsibility if you cannot travel because you have not complied with the latest requirements. If you have made independent travel arrangements you accept responsibility for joining the ship in good time, regardless of any change to the sailing time or date, or to the itinerary. We are not able to refund monies paid to us, or any third party acting on our or your behalf, or make compensation or other payments where, for whatever reason, you fail to join the ship. Passengers going ashore are responsible for re-boarding the ship prior to departure from port.

We reserve the right to substitute another vessel for the scheduled vessel whether or not owned or operated by Hurtigruten. Any part of the travel arrangements and the voyage is subject to cancellation, delay, modification, or island/mainland visit cancellation for any reason, including medical disembarkation of crew or passengers or any other circumstances beyond our or our suppliers' control. You therefore acknowledge and agree that the scheduled itinerary for the voyage and the announced departure and arrival times are not guaranteed and we shall not be liable to passengers for any damages or other claims in the event of any delay, changes in itinerary or inability to perform services by reason of any event or events beyond our or our suppliers' control.

### **Insurance**

It is a condition of the contract with us that every member of the booking has travel insurance in force for the entire duration of the booking, covering at least the cancellation of the booking and providing medical cover for illness or injury and repatriation while overseas. Please provide us with the name of your insurer, together with their 24-hour emergency number when you book or as soon as possible.

### **Timings and delays**

Timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, and the ability of passengers to check in and board on time. Sometimes

delays cannot be avoided but in such situations, in conjunction with our local agents or representatives, we will try to ensure your comfort during the course of any delay.

Where the port of embarkation is in the EU and the company reasonably expects the departure of a cruise to be delayed for more than 90 minutes beyond its scheduled departure time, passengers departing from port terminal shall be offered free of charge snacks, meals or refreshments as are appropriate given the waiting time, provided they are available and can reasonably be supplied. If the delay in departure necessitates a stay of one or more nights or a stay additional to that intended by the passenger where and when physically possible the Carrier shall, subject to the Package Travel Regulations 1992, offer passengers departing from port terminals free of charge adequate accommodation on board or ashore, and transport to and from the port terminal and place of accommodation in addition to the snacks, meals and refreshments previously referred to. The maximum amount that the company will pay for accommodation ashore and transport to and from the port terminal shall be equivalent to 80 Euros per person per night for a maximum of three nights. The company will not have an obligation to provide such accommodation ashore where the delay is caused by weather conditions endangering the safe operation of the ship.

### **Complaint procedure**

If there is a problem during your holiday, you must report it on board immediately or to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return. Failure to take either or both of these steps will prejudice our ability to resolve your problem and / or investigate it fully. In consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

Where the port of embarkation for your sailing is in the EU, then any complaints relating to EU Regulation 1177/2010 on Passenger Rights when travelling by Sea and Inland waterways must be made to the Carrier in writing, no later than 2 months after return from travel or the date on which the service complained of was performed. The Carrier will provide a final reply within 2 months. You must supply full details to enable the Carrier to deal with your complaint.