



Expedition Contract – Terms and Conditions

1. Introduction

- 1.1.** *Below are the details of the Terms and Conditions of the expedition contract between **60 South Limited**, a company incorporated in the Falkland Islands with registered number 15932 and having its registered office at 45 John Street, Stanley, Falkland Islands, ("**we**"/"**us**") and the individual(s) named on the booking form ("**you**"). Please read them carefully. When you make a booking and we accept it, a legally binding contract is made. By making your first deposit, you enter into this contract and acknowledge that you have read the relevant Expedition information and you agree to accept all of these conditions. You also warrant that the information given by you to us is complete and true.*

2. Definitions:

- 2.1.** *In these Terms and Conditions:*

- (a) *"Expedition" means the voyage beginning once onboard, cruising and ending once disembarked in the final port as set out in the booking form and subject to amendment in accordance with these Terms and Conditions.*
- (b) *"Expedition Team" means all participants in the Expedition (excluding the crew).*

3. Price and Payment Terms

- 3.1.** *The Price of the Expedition is indicated in the invoice. The payment schedule is as follows:*

- (a) *30% non-refundable deposit to secure the booking.*
- (b) *30% non-refundable payment 9 months prior to the scheduled departure of the Expedition*
- (c) *Final 40% non-refundable payment no later than 6 months prior to the scheduled departure of the Expedition*

- 3.2.** *If any part of the Price remains unpaid prior to commencement of the Expedition, we reserve the right to refuse boarding of the Vessel. No discount will be given for any unused services.*

4. Our Responsibilities

- 4.1.** *We shall be responsible for the following services:*

- (a) *To provide the Vessel fully and properly equipped including necessary navigational charts, and crewed and ready for the sea service at the dates and places set out and to maintain the Vessel in a seaworthy condition throughout the charter period.*
- (b) *To provide a minimum manning of one master, one first mate and one cook/Deck hand. A fourth crew member may be added at our discretion.*

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- (c) *To provide accommodation onboard which includes one bunk and limited storage space for each member of the Expedition Team.*
- (d) *To provide food and drink during the Expedition. This includes wine with dinner in line with our alcohol policy below. This does not include specialized food for shore expeditions.*
- (e) *To provide for the Vessel all fuel, lubricants and consumable stores and safety equipment necessary to satisfactorily complete the Expedition. This does not include specialized equipment for shore activities*
- (f) *To provide individual onboard safety equipment including Personal Flotation Devices (PFD's), harnesses, and other ocean safety equipment for all members of the Expedition Team.*
- (g) *To ensure that the Vessel is fully insured against total loss, fire and collision damage and third-party liability (including full cover hull and equipment insurance).*
- (h) *To cover sundry port costs for the Vessel.*
- (i) *To provide use of auxiliary tenders, mobile VHF radios and other ancillary equipment for shore access, subject to approval by the Master of the Vessel.*
- (j) *To obtain permits for sailing in Antarctica including activities such as Kayaking, day hiking and trekking, and visiting historic and other landing sites. This does not include permits for entering any restricted area (ASMA) nor permits for any scientific research.*

5. Your responsibilities

5.1. You shall be responsible for the following

- (a) *To provide all suitable clothing and personal equipment as provided in the Gear List.*
- (b) *To take out adequate personal travel, medical and accident insurance (including full evacuation and repatriation cover for Antarctica) for the duration of the Expedition and demonstrate evidence of such insurance.*
- (c) *To determine personal need for visa to enter both Argentina and Chile and obtain a tourist visa (Not transit visa) for the entirety of the trip plus a minimum of 7 days prior to and after the tri..*
- (d) *To ensure you have been deemed medically fit for the Expedition and provide us with the Medical Form signed by a doctor.*
- (e) *To cover the costs prior to and after the Expedition, including airfare to and from the start of the Expedition, hotels, and any meals ashore (including during the Expedition)*



- (f) *To attend all drills and understand your responsibilities for emergency procedures, including man-overboard, abandon ship, and fire.*
- (g) *To complete all online forms required to participate in the Expedition.*
- (h) *Comply with all other requirements set out in these Terms and Conditions or otherwise notified to you by us or the crew in advance of the commencement of the Expedition.*
- (i) *To read and understand the Document called “is this expedition for me?”*

6. Liability

- 6.1. *In the event that you require medical attention during the Expedition for any reason whatsoever (whether on board or on shore), you shall be solely responsible for the payment of any and all resulting medical expenses including, but not limited to, costs for evacuation by aircraft and repatriation to your home country. Proof of adequate evacuation insurance must be provided at least one month prior to the first day of the Expedition. If for any reason an incident is not covered by your travel insurance, you shall retain responsibility for all expenses and we specifically decline any liability for such expenses whatsoever.*
- 6.2. *Any time or effort expended by the Vessel or its crew to rectify any emergency situation arising during the Expedition shall be regarded as part of the Expedition itinerary.*
- 6.3. *You will be required to sign a Release of Claims and Waiver of Liability to ensure that you understand the nature of the Expedition.*
- 6.4. *We assume no responsibility for injury, loss or damage to person or property in connection with any service resulting directly or indirectly from any circumstances beyond our control including: Acts of God, detentions, 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 we have no control.*
- 6.5. *We shall not be held responsible for loss or damage to personal property or for any injury suffered by you, or any member of your party, during the term of this Agreement, regardless of whether any such loss or injury occurs on board the Vessel or elsewhere, unless such loss, damage or injury is the direct and proximate result of our sole negligence. More specifically, but without limiting the foregoing, we (and our insurance underwriters) accept no responsibility or liability for accidents, injuries or death related to the Vessel's dinghy, swimming, halyard flying, or other sports equipment, whether or not supplied by us or you.*
- 6.6. *We accept no liability for missed flights, nor any consequential costs, and strongly recommend that international return flights are fully flexible to allow for missed*



connections due to bad weather, mechanical breakdown, or for any other reason whatsoever. Travel insurance should be considered for these eventualities.

- 6.7. *We accept no liability for trips that are cancelled, modified or delayed due to weather conditions at the discretion of the Master or due to government instability, restrictions, and regulations that cause the vessel not to depart.*

7. Documentation

- 7.1. *Prior to commencement of the Expedition you shall be required to:*

- (a) Sign a Release of Claims and Waiver of Liability*
- (b) Sign an acknowledgement that you have read and understood and are in agreement with these Terms and Conditions*
- (c) Fill out a medical questionnaire for on board records;*
- (d) Produce a doctor's certificate of good health signed and dated within 4 months prior to the anticipated start date of the Expedition.*
- (e) Fill out a Personal Information Form.*
- (f) Provide proof of valid travel insurance including medical evacuation coverage.*

8. Cancellation

- 8.1. *All payments are non-refundable except as in accordance with these Terms and Conditions. We reserve the right to change the date or itinerary of the Expedition, as conditions warrant. Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well-being of the passengers. If an Expedition is delayed or the itinerary changed due to bad weather, transportation delays, government intervention, sickness, or other contingency for which we cannot make provision, the cost of delays or changes are not included and shall not alter the Price.*

- 8.2. *We reserve the right to cancel an Expedition at any time for any reason whatsoever, including logistical problems or unforeseen circumstances beyond our control which may make the operation of the Expedition inadvisable. All efforts will be made to offer a similar itinerary within a reasonable period.*

- 8.3. ***In the event of a cancellation of an Expedition by us, and subject to clause 8.4, the following cancellation refunds will be offered and shall be the sole extent of our liability to you:***

- (a) Expedition canceled before scheduled departure - 100% refund, minus nonrefundable expenses incurred by the operator in the preparation of the expedition, for example charter flights, fuel, provisioning, crewing. Every expense incurred in the preparation for the expedition will be documented and presented to the expedition member.***



- (b) ***Expedition canceled after departure and before 50% of the Expedition has been used - 40% refund.***
- (c) ***Expedition canceled any time after 50% of the Expedition has been used - no refund.***
- 8.4. *We accept no liability and will not pay cancellation compensation in the event that an Expedition has to be cancelled or changed in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, Government restrictions or directions, mechanical breakdown or any unforeseen circumstances beyond our control.*
- 8.5. *On “Fly/Fly expeditions”, the departure date of the Expedition will be considered as the exact time when the aircraft to Antarctica took off from Punta Arenas airport. If this has not happened yet, it will be assumed it is at 8.00am on the date of the planned flight.*
- 8.6. *It is **strongly recommended** that you obtain full trip cancellation insurance for the event that the Expedition does not proceed as planned.*
- 8.7. *If a guest wants to cancel the participation on the expedition for whatever reason, any payments made until that point will only be refunded if/when a substitute participant is found to take over the place left empty. In this case a fee of \$200 will be retained as an administrative fee.*

9. Nature of the Expedition

- 9.1. ***Embarking on an expedition with us is a true adventure, and as is the nature of such expeditions, uncertainty is a key element in defining the quality of the experience. Arrangements and Expedition Team members must be flexible, with the day-to-day agenda and ultimate goal of the Expedition taken as aims and not as contractual obligations. By joining the Expedition, you are accepting this flexibility. These voyages are to remote parts of the world and we and the Master of the Vessel reserve the right to alter itineraries without notice due to unfavorable weather, unfavorable political conditions, mechanical breakdowns and for any other reason beyond our control. Expeditions of this nature also require long term planning by the participating Expedition Team members, and it is therefore strongly recommended that participants take out suitable trip cancellation insurance in the event that the Expedition does not proceed as planned for any reason. The charter flight to/from Antarctica is 100% weather dependent, which means that delays can occur from a few hours to several days. The Antarctica portion of the expedition will not be modified if delays occur on the departure of the charter flight on either way, and there will be no compensation nor the right to claim any reimbursement from participants. Should the flight from/to Antarctica be delayed for whatever reason and this makes you lose your connecting flights to your home country, or you lose hotel nights, or requires***



you to book extra hotel nights, meals, or affects in any way other scheduled travel plans, there will be no compensation nor the right to claim any reimbursement.

- 9.2. *Sailing to remote areas means that we are away from everything. That also means that if we need medical assistance, it can be several days away. It also means that we have no access to emails, phone, Facebook, etc. for the duration of the Expedition (please note that the Vessel has Sat Coms for emergency situations and weather download).*
- 9.3. *Sailing on an expedition vessel means that the cabins and common places are small and all crew and passengers share pretty much everything. It can be considered as an adventure in its true meaning!*
- 9.4. *If you are planning to sail on our sailboat, please bear in mind that sailboats also have hatches on deck for light, and due to the extreme temperature difference between the inside and the outside, condensation will occur on the inside of the hatch, sometimes dripping.*
- 9.5. *Due to the physical nature of many elements of the Expedition, you should consider if you are in suitable physical condition. All Expedition Team members are required to demonstrate the following:*
 - (a) *Stay without external medical assistance for the duration of the Expedition (this could be up to 3 weeks or slightly more if weather delays our arrival).*
 - (b) *Swim or float.*
 - (c) *Have good balance (for example, can you stay standing on a bus/metro/train with little to minimum holding and using only one hand, in normal conditions?)*
 - (d) *Embark/disembark from a zodiac to a beach/rocky land with little swell.*
 - (e) *Walk 10 blocks / 1.5 miles / 2 km without getting exhausted.*
 - (f) *Climb a 6ft / 2m vertical ladder (You'll do this when boarding the zodiac from the Vessel).*

10. Authority of the Master of the Vessel

- 10.1. *The Master, together with the Expedition Leader, shall direct the course of the Expedition.*
- 10.2. *The Master has sole authority over:*
 - (a) *The safe navigation of the Vessel, including issues of wind, weather, routes, anchorages, and the like.*
 - (b) *The safe use of the equipment, furnishings and appurtenances of the yacht, and may prohibit unsafe activities or use of same.*



- (c) *All shore excursions and may terminate shore activities and recall the Expedition Team to the Vessel if the shore party is deemed at risk. This can include but is not limited to changing weather and ice conditions.*
- 10.3. *The decisions of the Master regarding conduct, itinerary, and objectives of the Expedition are final.*
- 10.4. *If, in the opinion of the Master, any member of the Expedition Team's behavior or physical condition is detrimental to the safety, welfare and well-being of the Vessel, and/or the Expedition and/or the Expedition Team as a whole (which are the paramount considerations), or if the Master considers that any member of the Expedition Team's general well-being will be put at risk by continuing with the Expedition, such individual may be asked to leave the Expedition without the right to any refund for unused services.*
- 10.5. *You must comply with the instructions of the Master of the Vessel and the crew at all times during the Expedition.*

11. Alcohol Consumption Policy

- 11.1. *We operate our vessels as a dry ship when the Vessel is underway, and potentially at some anchorages when there is a possibility of having to raise the anchor and get underway due to unfavorable conditions. This is at the Master's sole discretion. In port and at anchorages deemed safe by the Master, Expedition Team members may consume reasonable amounts of alcohol. Excessive alcohol consumption that may endanger people or the Vessel, make any Expedition Team member uncomfortable, or disrupt the harmony of life on board will not be tolerated. If a situation arises in which the Master deems that an Expedition Team member's behavior is belligerent or dangerous, the Master reserves the right to alter the itinerary in order to disembark any Expedition Team member at an intermediary port or to disembark the entire group if necessary.*

12. Food and trip Expectations

- 12.1. *The goal of any Expedition is to provide quality time in Antarctica (weather permitting), taking full advantage of the "Fly Cruise" program, with longer landings (weather permitting) and limited number of passengers onshore. This is a true Expedition style trip - not a "culinary" cruise where passengers could expect gourmet-style food or unlimited number of fresh foods, given the limitations of the operating area.*
- 12.2. *The meals served onboard are "Home Style" - cooked daily and abundant. The provisioning of fresh food in Antarctica is done once every 2 weeks via airplane when passengers come onboard, thus the fresh provisioning will be sufficient but limited. We and the crew work very hard to provide as much fresh items as possible but given the limitations and the remoteness of the working area, the supply of fresh vegetables and fruits is limited. The lack of fresh items will not be accepted as a reason for claiming any reimbursement.*



12.3. While the crew will make every effort possible to cater for all dietary restrictions, flexibility from passengers is required. All food is cooked in the same galley with the potential for traces of nuts or other allergens. If you have strong reactions to certain food that by accident could be served to you onboard, or severe allergies that can affect your health while onboard, this is not an expedition for you.

12.4. If you feel the cook is not serving you enough food, it's your responsibility to let the skipper know immediately. Should you still feel the cook or the skipper are not paying attention to your needs, not only food related but any needs you may have while onboard, it's your responsibility to contact the Company immediately while you are still onboard, so the situation can be rectify -please email us to info@60-south.com or WhatsApp/Call to +5492901405431.

12.5. Should you feel the boat is cold inside, it's your responsibility to let the Skipper know immediately so he/she can rectify the situation.

13. Complaints

13.1. If you have a problem during the Expedition, you must inform the Skipper, who will endeavor to resolve the situation. It is strongly recommended that you communicate to the Skipper without delay: if you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint during the Expedition, and this may affect your rights under this contract.

13.2. Should you feel that the crew and/or the skipper are not paying attention to your needs, not only food related but any needs or concerns that you may have while onboard, it's your responsibility to contact the Company immediately while you are still onboard, so the situation can be rectify - please email us to info@60-south.com or WhatsApp/Call to +5492901405431. You will be talking directly to Fede and Laura.

13.3. Although it is unlikely that you should have a complaint that cannot be resolved during the Expedition, if this does occur please write to us info@60-south.com or call/WhatsApp us at +5492901405431 within 14 days following the end of the Expedition at the address provided to you. Please provide all relevant information and keep your letter concise. This will assist us to quickly identify and respond to your concerns.

13.4. This Agreement shall be governed by the law of the Falkland Islands and subject to the exclusive jurisdiction of the Courts of the Falkland Islands.

AGREEMENT AND ACKNOWLEDGEMENT. BY MAKING A DEPOSIT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT.

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