

## GENERAL INFORMATION

### 1.- **The rates of our cruises are per person and include the following:**

- All meals while on board the ship (from dinner on the day of embarkation to breakfast on the day of disembarkation)
- Captain's welcome cocktail and gala dinner
- "Open Bar" (pouring wines, house champagne, alcohol except premium brands...list available upon request)
- Evening entertainment and events
- Room service 24h (special selection)
- English speaking lecturer on selected sailings identified by "lecturer on board" logo
- English speaking dive master on selected sailings identified by "diver on board" logo
- Water sports activities (except scuba diving) using the ship's equipment, when permitted by local authorities and confirmed by ship Master according to safety and sea conditions onsite
- Highly experienced bilingual (French-English) Expedition team for all cruises identified with "Expedition" logo.
- Parc entry fees into protected areas
- Polar parka on sailing identified by "parka gift" logo, limited to one per person for the duration of your cruise(s). There are no parkas for children.

### 1-1 **Our "Cruise, Flights and Transfers" program rates are per person and also include following flights\*:**

- Cruise packages Tromso-Longyearbyen; Longyearbyen-Longyearbyen; Kangerlussuaq-Kangerlussuaq roundtrip flight from/to Paris on European airline.
- Cruise package Stockholm-Tromso: Reykjavik-Kangerlussuaq one-way return flight to Paris on European airline
- Cruise package Nome-Vancouver; outbound flight Vancouver to Nome.
- Cruise package Kangerlussuaq-Quebec, outbound flight Paris to Kangerlussuaq on European airline.
- Meet and Greet by our representatives at the destination airport, transfers to and/or from the ship and other services before and after the cruise according to detailed programs available upon request 10 months prior departure.

All flights indicated and included in the cruise package are in economy class.

\* Those flights are being studied and are subject to change until the flight plan is confirmed and this up to 3 months prior to each cruise.

### 2- **"Cruise, Flights and Transfers" program rates don't include:**

- Airport taxes (other than the ones included)
- Port and safety taxes and crew gratuities
- Luggage handling

- Any ground services before and/or after the cruise other than the ones mentioned in each “Cruise, Flights & Transfers” package and for which details are available upon request. Don’t hesitate to contact your travel agent or consult [www.ponant.com](http://www.ponant.com)
- Optional Spa package to be booked prior your departure; Please ask for more information
- Dives when authorized by local authorities and feasible with ship equipment and zodiacs. Rates: 70 € per standard dive; 80€ per dive when local equipment or staff must be used, 80€ for a “discover scuba dive” course. In order to participate to diving sessions, guests must have with them a medical certificate less than 2 months old and their up to date dive book.
- Beverages other than the ones mentioned
- Laundry services, hair salon and à la carte Spa treatments
- Personal expenses, on board medical consultations and drug prescriptions
- Cancellation/luggage/assistance/repatriation/medical insurance(s)
- Visa expenses and/or immigration reciprocity taxes if applicable

**Please do not forget to bring your medical certificates when it is required to participate in an expedition cruise.**

### 3-Ground services

3.1 Services included in “Cruise , flights and Transfers packages: Packages “Cruise, Flights and Transfers” include ground services before and/or after the cruise as described in documents available 10 months prior departure of each cruise and available on [www.ponant.com](http://www.ponant.com) . Services to the port of departure, transfers to the ship, including, as applicable, hotel room and restaurant bookings or guided tours, are performed by independent suppliers who are not employees of Compagnie du Ponant. In this respect, Compagnie du Ponant acts only as an agent and shall not be held liable for said services or for the acts or omissions of sub-contractors or other contractors. The passenger agrees that Compagnie du Ponant acts as agent and/or trustee for any person including ground and maritime agents and subcontractors, who provide any service forming, or in connection with, any part of the cruise.

Our Cruise and Flights package programs are made in connection with Compagnie du Ponant selected regular or private charter flights. Final timings and schedule of the day by day program will be communicated with the cruise ticket. All our programs are made in economy class and according to number of seats available. If the class is not available anymore, we will suggest, depending on the availability, extra seats with a supplement.

On International flights, check-in luggage is limited to 23kg/50lbs and 8kg/11 to 17lbs per person for carry-on luggage (besides airlines frequent flyer advantages). On regular domestic flights, check-in luggage limits are between 15 and 20 kg/33 to 44lbs and 5 to 8kg/17lbs per person for carry-on. On Compagnie du Ponant Private charter flights, check-in luggage is limited to 23 kg/50lbs and 5kg/11lbs maximum per person as carry-on. We thank you for taking these restrictions into account. Airline carriers charge for extra weight and sometimes refuse, for strict security reasons, to check-in overweight and oversized luggage. Compagnie du Ponant and the airline carriers waive all liability for luggage with extra weight that is refused at the check-in.

### 3.2 Ground activities included during expedition cruises itself:

It is understood that taking part to activities proposed during expedition cruising certain risks and dangers including but not limited to activities in remote areas, animals, forces of nature, accident and illness. Compagnie du Ponant, organizer of this expedition, does not undertake and does not have any responsibility for the accuracy of any information it provides or to determine or assure the suitability of any participant to expedition activities proposed in general or as to a particular person.

Compagnie du Ponant has no duty to provide medical assistance or advice to any activity participant. Each individual participating in any expedition activity accepts responsibility for making their own determinations as to the suitability of the activity and for their own safety, conduct and well-being and agrees to participate solely at their own risk. Being informed, each participant in any expedition activities, assume the risk associated with these activities and will hold Compagnie du Ponant, its officers, directors, crew and expedition team members as well as hike leaders harmless from and defend them against any and all liability, actions, suits, claims and demands which could arise from any of the Compagnie du Ponant's activities and from any loss or injury which may sustain as a result of my participation in any of these activities.

It is essential to be properly equipped and not to forget to bring with you your binoculars for a good fauna observation during Nature outings.

### 3.3- Pre and post-cruise programs and pre bookable tours

Pre and Post-cruise programs (as detailed on [www.ponant.com](http://www.ponant.com)), pre bookable tours and shore excursions are performed by independent suppliers who are not employees of Compagnie du Ponant. In this respect, Compagnie du Ponant acts only as an agent and shall not be held liable for said services or for the acts or omissions of sub-contractors or other contractors. The passenger agrees that Compagnie du Ponant acts as agent and/or trustee for any person including ground and maritime agents and subcontractors, who provide any service forming, or in connection with, any part of the cruise. Hotel accommodations are based on 4 and 5-star rated hotels. Official check-in time is 4pm, check-out time is 11am unless early check-in or late check-out supplement are paid.

### 3.4 Shore excursions

Unless otherwise noted, shore excursions are sold and charged on board and are ruled by general conditions that apply to the contract signed with the local tour operator and the relevant national regulations. The passenger agrees that CDP acts as agent and/or trustee for any person including ground and maritime agents and subcontractors, who provide any service in connection with any part of the cruise.

Excursions can involve activities that may not suit persons with disabilities. Prices are only given as an indication and may change. Before departure, you will receive a tour program detailing the excursions on offer with the latest rates. Five months before cruise departure, shore excursions can also be viewed on [www.ponant.com](http://www.ponant.com). Shore excursions are currently only bookable onboard. In the event of an excursion being cancelled due to a technical reason, shortage of participants or a case of force majeure, the client will not be eligible for any compensation. Please note that you will not be reimbursed for excursions if you cancel after registration. Any meals offered during excursions are simple and should not be compared to the standards on board the ship.

## GENERAL TERMS AND CONDITIONS OF SALE

Updated 15/02/2016

### **Important notice**

These General Terms and Conditions of Sale (GTCS) form an integral part of the Contract entered into by CDP and the Traveller. The Particular Terms and Conditions of Sale (PTCS) – which are specific to each Cruise season, summer or winter – may create an exception to these General Terms and Conditions of Sale. In any event, the specifications of the Cruise Ticket and of the Passenger Ticket shall prevail over the General and Particular Terms and Conditions of Sale. All these contractual documents make up the Contract entered into by CDP and the Traveller.

In the event that a provision in these General Terms and Conditions of Sale and/or in the Contract breaches a mandatory legal provision, and/or is considered as invalid, this invalidity shall not affect the validity of the other clauses.

In accordance with Law No. 78-17 of 6 January 1978 regarding data privacy, Travellers have the right to view and correct any personal information that concerns them, and that Compagnie du Ponant may be required to gather for the purposes of its business activities.

### **1. Definitions:**

1.1 **“Tickets”**: refers interchangeably to Transportation, Cruise, and/or Airline Tickets.

1.2 **“Airline Ticket”**: A document that contains the specifications of the air transportation contract via which the Airline undertakes to carry the Traveller between the airports mentioned therein.

1.3 **“Cruise Ticket”**: a document that contains the specifications of the cruise contract via which the Organiser of the Cruise undertakes to have the Traveller carried by the Sea Carrier, and to provide them with the amenities and services that are mentioned on the Cruise Ticket. The Cruise Ticket delivered to the Traveller is governed by the general terms and conditions of the Cruise Ticket.

1.4 **“Passenger Ticket”**: a document that contains the specifications of the passenger transportation agreement via which the Sea Carrier undertakes to carry the Traveller between the ports mentioned therein. The Passenger Ticket delivered to the Traveller is governed by the general terms and conditions of the Passenger Ticket.

1.5 **“CDP”**: Compagnie du Ponant, a simplified joint stock company, which has its registered office at 408, avenue du Prado 13008 Marseille, with share capital of €3,644,607. The company is registered on the Marseille Trade and Companies Register under No. 344 497 011, holds Government Licence No. 013.06.0005, is a member of SNAV (French National Travel Agents' Association) and is registered with ATOUT France under No. IMO13120040. The company's financial cover is provided by APST, 15 avenue Carnot, 75017 Paris. Compagnie du Ponant has subscribed to an insurance policy covering its Professional Civil Liability under No. AA714708 with Generali Assurance IARD – 7 boulevard Haussmann – 75456 Paris Cedex 09.

1.6 **“Signing of the Contract”**: refers to the point when the contract is entered into between the Traveller(s) and CDP, i.e. when the latter confirms their booking to the Traveller.

1.7 **“General Terms and Conditions of Sale” or “GTCS”**: the clauses in this document.

1.8 **“Particular Terms and Conditions of Sale” or “PTCS”**: the contractual clauses applicable to the Contract, which are specific to each Cruise season – summer or winter.

1.9 **“Contract”**: all the respective obligations incumbent upon CDP and the Traveller, as specified on the invoice and the Tickets, as well as in the GTCS and PTCS.

- 1.10 **“Cruise”**: a round-trip by sea as described in the CDP Sales Brochure and/or on the CDP website, and on the Cruise Ticket.
- 1.11 **“Expedition Cruise”**: cruise during which exploration excursions are planned in inflatable dinghies, accompanied by nature guides.
- 1.12 **“Pre-Booked excursion and/or extension”**: Services including Transfers, sight-seeing trips and ground services before, during and/or after the Cruise.
- 1.13 **“Fixed-Rate Package”**: refers to the combination of a Cruise with a flight and/or a Transfer and/or Pre- and Post-Cruise Services, and/or Pre-Booked Excursions and/or Extensions, and/or any other tourism service booked when Signing the Contract. The Fixed-Rate Package does not include land excursions that have not been booked at the same time as the Cruise, and the services offered on board the ship.
- 1.14 **“Organiser of the Cruise”**: a private individual or a company that undertakes to have the Travellers carried by the Sea Carrier, and to provide them with the amenities and services that are mentioned on the Cruise Ticket, and whose letterhead appears on the Cruise Ticket.
- 1.15 **“Disabled Person” or “Person with Reduced Mobility”**: any person affected by a restriction on their movements or a restriction preventing them from enjoying the Services agreed due to a significant alteration of one or several of their physical, sensory, mental, cognitive, or psychological functions, to multiple handicaps, or to a debilitating health problem.
- 1.16 **“Service”**: refers to any Cruise, Fixed-Rate Package, flight, Transfer, Pre- and Post-Cruise Service, Pre-Booked Excursion and/or Extension, and any other tourism service booked when Signing the Contract.
- 1.17 **“Price”**: total cost of the Services booked by the Traveller.
- 1.18 **“Pre- and Post-Cruise Services”**: Services including Transfers, sight-seeing trips and ground services before and/or after the Cruise, as mentioned in the Contract.
- 1.19 **“Transfer”**: an operation that consists in carrying Travellers between the port of embarkation and/or disembarkation and a meeting point determined by CDP (airport, hotel, or railway station, etc.).
- 1.20 **“Sea Carrier”**: a private individual or company that operates the ship that carries the Travellers, and whose letterhead is shown on the Passenger Ticket.
- 1.21 **“Air Carrier”**: a company that undertakes to carry the Travellers by air, and whose letterhead is shown on the Airline Ticket.
- 1.22 **“Vendor”**: a private individual or legal entity that has sold the Services included in the Contract directly to the Travellers.
- 1.23 **“Travellers”**: any person named at the time of the booking and/or Signing of the Contract, and whose name is shown on an invoice and/or on the Tickets issued by CDP or by the Vendor.

## **2. Acceptance and application of the General Terms and Conditions**

2.1 The Signing of the Contract implies acceptance of all these GTCS and PTCS by the Traveller, with no reservations, together with the clauses and conditions in the Passenger Ticket and the Cruise Ticket.

## **3. Applicable legislation**

3.1 Where CDP acts in the capacity of a Sea Carrier, the contractual relations between CDP and the Traveller shall be governed by the Passenger Ticket and by the provisions of the French Transport Code, and specifically Articles L. 5420-1 to L. 5421-12, by the Application Decree of 31 December 1966, and by the provisions of the London International Convention of 19 November 1976, as well as by the provisions of Regulation 392/2009 issued by the European Parliament and Council on 23 April 2009, where applicable, which form an integral part of the Passenger Ticket.

3.2 Where CDP is the Organiser of the Cruise, the contractual relations between CDP and the Traveller shall be governed by the Contract, which includes the Cruise Ticket, as well as by Articles 47

to 49 of Law No. 66-420 of 18 June 1966 regarding chartering and sea carriage contracts, and its application decree of 31 December 1966.

3.3 Where CDP is the Vendor of a tourism package within the meaning of Article L. 211-2 of the French Tourism Code, the contractual relations between CDP and the Traveller shall be governed by the Contract, and by Articles L. 211-1 *et seq.* and R. 211-1 *et seq.* of the French Tourism Code.

#### **4. Payment of the Price**

4.1 The Signing of the Contract implies payment of 25% of the Price of this Service as an advance, while the balance must be paid within 60 business days at most prior to the beginning of the first Service featured in the Contract.

4.2 As an exemption to Article 4.1, the balance must be paid within 90 days at most before the beginning of the first Service featured in the Contract in the case of Expedition Cruises.

4.3 Once the Service has been paid for in full, the Traveller shall receive the Ticket(s) and the exchange vouchers, where applicable, together with the insurance policy, if that policy has been subscribed directly with CDP.

#### **5. Rates and reductions per person and per cruise**

5.1 **Single Supplement** The single supplement shall apply to any person who occupies a cabin on their own. The Supplement shall apply to the port-to-port section (excluding port taxes) of the Ponant Bonus rate in effect. This supplement may change depending on the occupancy rate of the cruises concerned. It may therefore change for certain categories of cabins and/or suites only, or for an entire cruise at any time with no notice. The single supplement shall be offered in certain cabin categories for a selection of cruises. This selection shall be updated in accordance with the occupancy rate, and can be viewed on our website at [www.ponant.com](http://www.ponant.com).

5.2 Depending on the occupancy of the ship (with the exception of the LE PONANT yacht) the time of reservation, a “guaranteed” Deluxe Deck 3 cabin may be offered. This means that the booking has been made in the Deluxe Deck 3 category without a cabin number being assigned, and that the cabin shall be assigned at the Company's discretion, and may change at any time until embarkation. Once the cabin number has been assigned, no request for a change may be accepted. This formula offers the advantage of potentially benefiting from a cabin in a higher category without a price surcharge. The minimum category selected at the time of booking shall be guaranteed in any event.

#### **6. Passports, Visas and Vaccination Certificates**

6.1 Every Traveller who is a French national shall be responsible for performing the administrative and/or health formalities required by the countries concerned by the Services, including those formalities disclosed by CDP and viewable on the [www.ponant.com](http://www.ponant.com) website as well as in the brochure, prior to Signing the Contract.

6.2 Travellers who are foreign nationals must contact the relevant embassies and/or consulates and perform the administrative and/or health formalities required by the countries concerned by the Services prior to Signing the Contract.

6.3 CDP shall not be held responsible for the consequences of a Traveller failing to comply with police, customs, or health formalities prior to or during the length of the Services under any circumstances. A Traveller who is unable to board a flight or a ship because they cannot present the documents required may not claim any refund or compensation.

6.4 In any event, Travellers are advised to check all the information with the authorities concerned prior to the departure date. CDP advises Travellers to consult the country factsheets relating to the chosen destinations prepared by the French Ministry of Foreign Affairs on the <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs> website, or to make enquiries by telephone (+33 1 43 17 53 53, French Ministry of Foreign Affairs). CDP specifically draws Travellers' attention to the fact that the information provided may change up until the departure date, and they are advised to consult that information up until the time of departure.

CDP invites Travellers to adjust their behavior to the visited country, to exercise vigilance and to avoid carrying valuable objects during their travel.

### **7. Embarkation and sea carriage conditions**

- **General rules**

7.1 The Traveller must present themselves for embarkation under the conditions determined by the Passenger Ticket, and at least two hours before the ship's scheduled departure time. The Passenger Ticket and/or the Cruise Ticket issued by CDP shall only be valid for the Cruise and the ship mentioned on the ticket.

7.2 The purpose of the Passenger Ticket is to transport the Travellers and their luggage from the time when they embark at the port of departure to the time when they disembark at their destination.

7.3 All Travellers must hold a valid passport, or an identity card, where applicable, that are valid for six months following the date of their return, together with the visas and vaccination certificates likely to be required in the ports where the ship calls and the port of destination. Every Traveller shall be personally responsible for complying with the legal and regulatory provisions required prior to departure. The Carrier, the Organiser of the Cruise, and/or CDP, and/or the Captain may refuse to allow a Traveller who does not show the documents enabling them to disembark at the port of destination port and at the scheduled ports of call to embark or disembark.

7.4 If a Traveller who has reserved a Cruise solely on a port-to-port basis organises their own air or ground transport to the port of embarkation and/or to their home address, they are strongly advised to purchase changeable and refundable transportation tickets, and to allow for reasonable transfer times between the station, the airport, and the port. In the event of a delay, cancellation or change, CDP shall not be responsible for the transport and Transfer expenses and/or for any other kind of amenities and services not included in the Cruise Ticket that were not directly purchased from CDP. CDP shall not be responsible for any incidents or accidental damage to equipment and/or bodily injury that may occur during travel to and/or from the ship.

7.5 Every Traveller shall guarantee that they are fit to travel by sea, and that their state of health or behaviour shall not harm the other Travellers or the proper performance of the Services agreed and/or proposed. If a Traveller's state of health is likely to limit their ability to enjoy the Services agreed, or to disrupt the proper provision of those Services, they must inform CDP, and must provide a medical certificate certifying their fitness on request. Any health problem, if known, must be mentioned to CDP's Medical Department in writing when Signing the Contract or before the departure of the ship (or prior to the beginning of the Services) at the latest.

7.6 Travellers shall be responsible for Doctor's appointments, medical care, and medication on land or on board the ships. All Travellers must ensure that they are covered by an appropriate medical insurance policy.

7.7 In the event of the threat of an epidemic, the Carrier, the Organiser of the Cruise, CDP, the Captain of the ship, or any other local health authority may demand that the Traveller fill in a health questionnaire and take a screening test, where applicable, before or at the time of embarkation or disembarkation, including during port calls.

7.8 In the specific case of Expedition Cruises, where you are reminded that any medical facilities are several days away by sea, a mandatory full medical questionnaire (a document provided on Signing the Contract) must be filled in by the Traveller's referring attendant physician between 90 and 45 days prior to the beginning of the Services, and must be returned to CDP's Medical Department (medical@ponant.com) by mail or e-mail within 40 days prior to the beginning of the Services at the latest. Any medical certificate issued prior to the determined period shall not be valid. Any Traveller who has not returned their duly completed mandatory medical certificate shall not be allowed to embark, and shall not benefit from any refund.

7.9 Travellers must comply with the rules on board throughout the journey. Travellers are required to attend any safety demonstrations and explanations that are organised on board, and to follow the crew's instructions at all times.

7.10 If they consider it necessary, the Carrier, the Organiser of the Cruise, CDP and/or the Captain of the ship may terminate the contract and refuse to carry any Traveller who does not comply with the conditions for entering into the destination ports, or whose presence on board could be harmful to the comfort, health, and safety of the other Travellers and the crew, breach the laws and rules of the ports where the ship calls, or render the Carrier, the Organiser of the Cruise, and/or CDP liable for the Traveller's legal defence or repatriation. Accordingly, the Organiser of the Cruise, the Carrier, and/or CDP, and/or the Captain of the ship may decide to take the following appropriate measures: 1) Refuse to allow the Traveller(s) to embark or disembark in any port that the ship calls at; 2) Disembark the Traveller(s) at any port that the ship calls at; 3) Transfer the Traveller(s) to another ship; 4) Confine the Traveller(s) on board, in their cabin, or in a cabin managed by the on-board medical team; 5) Have the doctor and their team administer any drugs, medications, or other permissible substances, and/or confine the Traveller in hospital or in any other similar facility at the port of destination if the on-board doctor considers it necessary.

- **Disabled Persons and Persons with Reduced Mobility**

7.11 Due to safety requirements, every Traveller must be independent, or travel with a person who is capable of providing them with all the assistance required during the performance of the Services.

7.12 Travellers whose mobility is restricted due to a physical disability or to a condition that requires special treatment and/or special assistance, including people who use wheelchairs, must inform CDP in writing at the time when they make the booking request, or as soon as the Traveller becomes aware of their disability if that disability occurs following the booking, but in any event at least 30 days prior to the beginning of the Services, in order to enable CDP to confirm to the Traveller that they will be physically able to enjoy the Cruise on board the ship and/or the Services agreed, *inter alia*.

7.13 The Organiser of the Cruise, the Carrier, and/or CDP, and/or the Captain reserve the right to refuse access to Travellers who have failed to inform CDP or the Vendor about a disability or their need for assistance, if such disability and need are not compatible with the applicable safety rules and the specific regulations for the navigation area, or require care that CDP and/or the Carrier would not be in a position to provide, or if the design of the passenger ship, and the port infrastructure and facilities, including port terminals, make the embarkation, disembarkation, or transportation of the person concerned under satisfactory safety conditions impossible.

7.14 Going ashore may be difficult or even impossible for Travellers with Restricted Mobility, or Disabled Travellers, especially in the event of disembarkation in launches or/and excursions in dinghies.

7.15 Once they have received CDP's written agreement, Travellers who use a wheelchair must embark with their own wheelchair, and must absolutely be accompanied by a person who is capable of assisting them at all times. Every disembarkation shall nonetheless be subject to the approval of the Captain.

7.16 The *Boréal*, the *Austral*, the *Soléal* and the *Lyrial* all have three cabins that are specially equipped to receive Disabled Persons, or Persons with Restricted Mobility. Please note that the *Le Ponant* yacht specifically does not allow access to Persons with Restricted Mobility or Disabled Persons due to a different design.

- **Children and Pregnancy**

7.17 Children under three years of age shall not be authorised to embark on the ships. Children aged over three and under eight may only embark on the ships on presentation of an embarkation authorisation, which shall preferably be requested as soon as the child is registered as a Traveller,

and issued against a release, and which must be presented at the time of embarkation in all cases, failing which the Organiser of the Cruise, the Carrier, and/or CDP shall not be able to admit the child on board.

7.18 In the case of all the Expedition Cruises, children must be fully independent during all the outside activities organised and during disembarkation in rubber dinghies, be sufficiently tall to sit on the inflatable sides of the dinghies, and old enough to understand, and immediately respond to the orders given by the persons in charge. As a result, children's participation in any activity in an inflatable dinghy shall be subject to the agreement of the Captain and of the Expedition Head, depending on the sea conditions, and the difficulty of disembarking at each location visited.

7.19 Minor children shall remain under their parents or guardians' full and entire responsibility when on board and/or during excursions.

7.20 As the ships do not have any facilities to enable women to give birth on board, women who are over six months pregnant shall not be allowed to embark on the ships. In any event, pregnant women travelling on board the ship are advised to consult a doctor prior to embarkation, in order to ensure that their state of health is compatible with the planned cruise.

- **Authorised luggage**

7.21 Every Traveller must label each luggage item correctly, and indicate their full name, the name of the ship, their destination, and their cabin number in a highly legible manner. The markings must be visible and permanent.

7.22 Goods, property, and items where the contents may threaten the health and safety of the other Travellers and their Luggage, of persons or of property, and may damage or pollute the ship, inflammable, explosive, corrosive, hazardous, or odorous materials, or materials that are likely to leak, items where importation is prohibited or that do not comply with customs or police regulations, and generally speaking property and items other than those intended for the Traveller's personal use are prohibited on board and in their luggage (hereinafter the "Prohibited Items"). In any event, the Traveller shall be liable for any injury, loss, or damage suffered as a result of the presence of Prohibited Items in their luggage or in their cabin, and shall hold the Organiser of the Cruise, the Carrier, and/or CDP harmless against any proceedings that may be initiated against them as a result of the presence of these Prohibited Items on board or at the time of embarkation or disembarkation. These Prohibited Items may be disembarked, destroyed, thrown into the sea, or rendered harmless at any time and any place by the Organiser of the Cruise, the Carrier, the crew, and/or CDP, without compensation, and notwithstanding payment of any destruction costs by the Traveller.

7.23 Travellers must keep an eye on their luggage and personal effects throughout the length of the Services, including their stay on board and during embarkation, transfer, and disembarkation operations. The Organiser of the Cruise, the Carrier, and/or CDP shall decline any liability for luggage that is left unsupervised by the Traveller, and where the latter has not taken all necessary precautions to avoid theft, loss, or damage. The Organiser of the Cruise, the Carrier and/or CDP shall not be liable for fragile items, jewellery, watches, money, cash, computers and other electronic appliances, mobile 'phones, or any other valuable items that the Traveller has not declared as valuables, and entrusted for custody on board with a descriptive inventory and an estimate, and for which they have not paid the corresponding proportional custody fees.

7.24 Travellers shall be liable under civil and criminal law for any direct or indirect damage that they cause to the Organiser of the Cruise, the Carrier, and/or CDP, and to the other Travellers or third parties. They shall be solely liable for any fine or penalty inflicted by the relevant authorities on their account.

7.25 Travellers shall agree to allow the Organiser of the Cruise, the Carrier, the officers of the crew and/or CDP, together with the customs, health and/or administrative authorities in port of call

countries or the State where the ship is registered free access to their cabin, luggage, and personal effects on request and without delay.

7.26 The Organiser of the Cruise, the Carrier, and/or CDP shall not be liable for the damage caused to photographic, telephone, and electronic equipment and cameras that are lost or damaged during the performance of the Services, whether on board the ship or in ancillary facilities, or during embarkation and disembarkation operations, or for any damage caused to items that have fallen into the water.

- **Pets**

7.27 Pets, including service or medical assistance animals are prohibited on board the ships, and are not admitted for embarkation.

- **Smoking policies**

7.28 The ships are non-smoking except for the specifically designated areas on the outside decks (the policy also applies to electronic cigarettes).

### **8. Air carriage**

8.1 The full Airline Tickets shall be presented in the form of electronic tickets. The surnames and given names must strictly be those indicated on the Traveller's valid passport. Any error or request for alteration shall result in the purchase of a new Airline Ticket.

8.2 In accordance with French Decree No. 2007-669 of 2 May 2007 regarding the obligation to inform Travellers of the identity of the Airline Carrier, CDP shall inform Travellers of the identity of the known Airline Carrier(s) likely to provide air transportation as at the date when they register. In the event of a change subsequent to the signing of the Contract, CDP undertakes to disclose any changes in the identity of the Airline Carrier(s) prior to departure as soon as it becomes aware of them.

8.3 Airline companies may enter into so-called mutual code-sharing agreements, which consist in marketing a flight under their own name even though it may be operated by an aircraft belonging to another airline.

8.4 The term "direct flight" means that there shall be no change of aircraft, but does not exclude the possibility of one or several stop-overs. The term "non-stop direct flight" means a flight with no change of aircraft and no stop-overs.

8.5 The timetables and types of transport mentioned by CDP shall be those disclosed by the Airline Carriers. They shall therefore be indicative up until the time of departure, and subject to alterations for all kinds of reasons (additional stop-overs, weather conditions, air traffic control authorisations, and strikes, etc.). In accordance with the Warsaw and Montréal Conventions, the timetables and itineraries, and the departure and destination airports shall never be a contractual feature of the Transportation Ticket; under these conditions, CDP cannot be held liable for any changes beyond its control.

8.6 CDP cannot be held responsible for any technical, climate-related or political incident, delay, cancellation or strike, additional stop-over, or change of aircraft or routing, etc that may arise during the air transportation, and no compensation may result on any grounds whatsoever. If a Traveller wishes to waive their right to benefit from a Service, they shall be liable for the cancellation fees set out below.

8.7 The Airline Carrier's responsibility shall be limited in the event of damage, complaints, or claims of any kind, in accordance with the conditions set out on the Airline Tickets. CDP shall not refund any expenses (taxis, meals and hotels, etc.) if the Traveller is under the responsibility of the Airline Carrier. The consequences of any accidents and/or incidents that may arise during the performance of the air transportation shall be governed by the Warsaw and Montréal Conventions, and by the local regulations governing domestic transport systems in the country concerned.

8.8 Depending on the Airline Carrier, the usual baggage allowance on regular international flights (excluding the benefits granted to members of loyalty programmes) is strictly limited to a maximum of 23 kg in the hold and 8 kg in the cabin per Traveller. On regular domestic flights, the allowance usually ranges between a maximum of 15 and 20 kg in the hold. On charter flights operated by CDP, the maximum hold luggage allowance is 23 kg (subject to confirmation by the selected Airline Carrier) and 5 kg for each item of luggage in the cabin. Travellers are advised to pay close attention to this restriction. Airline Carriers do not hesitate to charge additional fees for excess baggage, and sometimes refuse to check luggage that is too heavy or too bulky due to strict security rules. The liability of CDP and of the Airline Carrier cannot be engaged in the event of refusal to check in a Traveller due to the fact that their luggage exceeds the allowance.

### **9. Transfer of the Contract**

9.1 A Traveller may transfer their Contract to a third party who fulfils the same conditions as them for the performance of all the Services, as long as those Services have not begun, in accordance with Article R. 211-7 of the French Tourism Code, and only where this Code applies to CDP.

9.2 The transferor and/or the transferee shall be required to pay the resulting fees. They must inform CDP of this decision by any means that enables them to obtain an acknowledgement of receipt (registered letter with acknowledgement of receipt, e-mail, or fax, etc.) within 60 business days at the latest prior to the beginning of the Services.

9.3 In the event that a Traveller transfers their Contract without informing CDP in accordance with the procedures provided for above, this transfer shall not be valid, and the Services provided for in the Contract shall be cancelled with no possible refund.

### **10. Cancellation or alteration of the Contract by the Traveller**

10.1 Pursuant to Article L. 121-21 of the French Consumer Code, Travellers are informed of the fact that they do not benefit from the right of withdrawal provided for in Article L. 121-17 of said Code.

10.2 Travellers cannot alter the Services provided for in the Contract without CDP's prior agreement.

10.3 If a Traveller alters or cancels a portion or all of the Services provided for in the Contract, shall need to inform CDP via any means that enables them to obtain an acknowledgement of receipt (fax, email, or registered letter with acknowledgement of receipt) as soon as the event resulting in this alteration or cancellation occurs. The date on which the document was sent shall be the date on which the alteration and/or cancellation fees are invoiced.

Requests to alter a cruise shall only be accepted subject to Compagnie du Ponant being informed within a timeframe of at least 90 days before the departure of the cruise, via the means set out above. This timeframe shall be increased to 150 days for Expedition Cruise programmes.

Beyond that deadline, alteration requests shall be considered as cancellation requests, and shall therefore be managed according to Paragraph 10.5, which governs cancellation fees.

The alteration terms and conditions exclusively involve the option for the traveller to replace a port-to-port cruise with another port-to-port cruise with Compagnie du Ponant.

10.4 Alteration fees:

In the event of an alteration involving a higher-value travel package, and subject to compliance with the terms and conditions set out in Points 10.4.a to 10.4.d, no alteration fee shall be applied to the cruise service, or to the other services, (e.g. air travel). The rebooking fees shall amount to the expenses already incurred by Compagnie du Ponant:

- ✓ 10.4.a: The passenger may alter their cruise subject to replacing it with a more expensive cruise than the one that is being replaced;
- ✓ 10.4.b: The departure date of the cruise booked as a replacement must fall within a maximum timeframe of 12 months as from the date when the alteration request was made;
- ✓ 10.4.c: The reservation and payment of the deposit for the replacement cruise must be made at the same time as the alteration request;

✓ 10.4.d: The replacement cruise selected shall become non-exchangeable and non-refundable from that point; the passenger may only cancel it.

In the event that the Contract is switched to a Service of a lower value than the initial value, alteration fees shall apply, and shall be equal to those in the cancellation terms and conditions set out in Article 10.5 below. The fee percentage shall then apply to the difference between the price of the initial Service and/or of the new Service.

Specific terms and conditions for an alteration request from Ponant Yacht Club High Admirals

In the event of the 1<sup>st</sup> alteration of a tourism package: no fees shall be applied to the cruise service, as long as the request is made within a timeframe of at least 90 days before the departure of the cruise. This timeframe shall be extended to 150 days for Expedition Cruise programmes.

Any alteration request aside from the alteration of the 1<sup>st</sup> cruise shall be subject to the specific allocation conditions set out in Article 10.4 above.

In the case of other services (e.g. air travel), the alteration fees shall amount to the expenses already incurred by Compagnie du Ponant:

10.5 Cancellation fees:

For the Expedition Cruises:

- From the registration confirmation date up to 91 days prior to the departure of the Cruise: 25% of the total amount of the Services;
- Between 90 days and 76 days before the departure of the Cruise: 50% of the total amount of the Services;
- Between 75 days and 61 days prior to the departure of the Cruise: 75 % of the total amount of the Services;
- Less than 61 days prior to the departure of the Cruise: 100 % of the total amount of the Services.

For other cruise programmes:

- From the registration confirmation date up to 91 days prior to departure: 10% of the total amount of the Services;
- Between 90 days and 61 days before the departure of the Cruise: 25% of the total amount of the Services;
- Between 60 days and 46 days prior to the departure of the Cruise: 50 % of the total amount of the Services;
- Between 45 days and 31 days prior to the departure of the Cruise: 75% of the total amount of the Services;
- Less than 30 days prior to the departure of the Cruise: 100 % of the total amount of the Services.

For the other Services:

No refund shall be granted for any cancellation or waiver of an airline or ground Service included in the contract, or of any service that forms part of the Cruise, for any reason whatsoever.

10.6 In the event that a Traveller is prevented from taking the Cruise by a force majeure event, or due to their death, the Contract shall be terminated via the notice provided by the Traveller or their beneficiaries prior to the execution of the Contract. One quarter of the price of the Contract shall then be payable to CDP. The same conditions shall apply to the family members of a Traveller who was prevented from taking the Cruise by a force majeure event or who has died, and who were meant to be travelling with them.

10.7 A Traveller who does not present themselves at the departure of a Service, or who finds themselves unable to depart, or decides not to depart for any reason whatsoever, including due to a connection delay, cannot claim any refund.

10.8 Once the Services have begun, the Traveller shall be required to pay the full price of the Contract, regardless of the reason that may lead them to decide to waive it.

11. Cancellation, interruption, or alteration of the Contract by CDP

11.1 The arrival and departure times are provided for information purposes and are not definitive. In its capacity as the Organiser of the Cruise, and/or the Carrier, and/or the Vendor of a Package, CDP cannot guarantee that the times will fit in with (air plane and train, etc.) connection timetables.

11.2 CDP may assign travellers different cabins than those initially provided for.

11.3 CDP reserves the right to interrupt a Cruise or to change its itinerary for any reason that it shall consider valid; in this case, CDP cannot be held liable for any loss or harm.

11.4 Specifically in the event of adverse weather conditions, or due to the political or social situation in a port of call country, or due to any other event that may endanger the safety of the Travellers, property, or the ship, or in the event of orders imposed by public authorities, the Organiser of the Cruise, and/or the Carrier, and/or CDP shall have the option to change the itinerary or the ports of call or destination, to delay the trip or to end it, to divert the ship, to tow another ship or to be towed, to transfer the Travellers and their luggage to any other means of transport, even if such transfer results in extending or shortening the length of the programme.

11.5 The ship may provide assistance to any person or property at sea under all circumstances, and cannot be held liable for the consequences of a change to the Cruise programme for that reason.

11.6 Where CDP is required to alter the Cruise after the Travellers have embarked for reasons beyond its control, the Travellers cannot claim any compensation other than the refund of the Services that were not provided and not replaced, or of the unused portion of the Tickets less any expenses incurred, from either CDP, the Carrier, or the Organiser of the Cruise. Conversely, CDP may ask the Travellers to pay a price supplement corresponding to the additional services provided to the Travellers due to an extension of the trip.

11.7 In the case of external events beyond the control of the Organiser of the Cruise, and/or the Carrier, and/or CDP, or for any reason relating to the safety of the Travellers, or of the ship, or due to an insufficient number of participants, CDP may cancel the Cruise, and must inform the Travellers and/or the Organiser of the Cruise, where applicable, by registered letter with acknowledgement of receipt, or via e-mail, or via a press release.

11.8 CDP's Cruises and other Services are subject to a minimum number of participants.

11.8.1 CDP reserves the right to cancel a Cruise up to 21 days prior to departure if the minimum number of Travellers registered is less than or equal to 50% of the ship's "passenger capacity" (200 Passengers for the Expedition Cruise programs, 244 passengers for the other Cruises on board the *Austral*, *Boréal*, *Lyréal* and *Soléal*, and 55 passengers for the *Le Ponant Yacht*).

11.8.2 CDP reserves the right to cancel any other service other than the Cruise if the number of Passengers is less than 20 participants (unless specified otherwise).

11.9 Where CDP is the Organiser of the Cruise, and regardless of the reason for the cancellation, no compensation shall be payable to the Traveller, who shall have a choice between the following solutions: (i) The full refund of the price of the Contract, (ii) another Service at an identical price, (iii) a Service at a lower price, and the refund of the difference in price between the two Services on the basis of the published prices. Travellers must inform CDP of their choice as soon as possible, and in any event prior to the cut-off date mentioned in the cancellation documents.

11.10 The means of transport that are the subject of the Services shall be reserved by CDP in accordance with the terms and conditions of each operator who provides these services. CDP reserves the right to substitute one means of transport for another, or one hotel for another in the same category. In the second case, if the hotel is in a lower category, the excess amount paid shall be refunded to the Travellers.

11.11 All the Services shall be offered within the limit of the places available. If there is no more room in the category proposed, CDP may offer additional places in exchange for a price supplement, depending on availability.

## 12. Liability

12.1 Where it acts in the capacity of a Sea Carrier, CDP shall be liable for any harm caused to Travellers in accordance with the provisions and compensation limits provided for in the following legislation, depending on their respective scopes of application, namely Articles L. 5421-1 to 5421-8 of the French Transport Code, and (EC) Regulation 392/2009 issued by the European Parliament and Council on 23 April 2009. Where this Regulation is applicable, the compensation limits assigned to the Carrier in the event of death or bodily harm amount to 400,000 drawing rights per Traveller and per event.

12.2 Where it acts in the capacity of a Sea Carrier, CDP shall be liable for any damage caused to luggage in accordance with the provisions and compensation limits provided for in the following legislation, depending on their respective scopes of application, namely Articles L. 5421-9 to 5421-12 of the French Transport Code, Decree No. 67-268 of 23 March 1967, as amended by Decree No. 86-1065 24 September 1986, and (EC) Regulation 392/2009 issued by the European Parliament and Council on 23 April 2009. Where this Regulation is applicable, the compensation limits assigned to the Carrier in the event of loss of or damage to luggage shall be 2,250 special drawing rights for each passenger and trip, while an excess of 149 special drawing rights per Traveller shall be applied in any event. Where (EC) Regulation 392/2009 does not apply, the maximum compensation for loss of or damage to luggage payable by the Carrier shall be €1,520 per Traveller and per trip.

12.3 In any event, where it acts in the capacity of a Sea Carrier, CDP shall benefit from the compensation limits included in the London International Convention of 19 November 1976, as amended by the 1996 Protocol; these limits shall prevail over any other limits determined by legislation where the application is not mandatory.

12.4 Where it operates as the Organiser of the Cruise, CDP shall be liable for any bodily harm or damage to property that occurs on board the ship or in its ancillary facilities or vessels during embarkation or disembarkation, or that occurs during carriage at sea within the same limits and under the same conditions as the Carrier. Where this damage or injury occurs outside such circumstances, but between the beginning and the end of the cruise, the compensation potentially payable to the Traveller by the Organiser of the Cruise and/or CDP shall be capped at 50% of the price of the Cruise.

12.5 Where it is involved in the capacity of the vendor of a fixed-price travel package within the meaning of the French Tourism Code, CDP shall be responsible for any harm or damage caused to Travellers or their luggage within the limits and conditions specified in Article L. 211-16 of said Code. CDP's liability may specifically not be engaged in relation to the consequences of the following events:

- a) Loss or theft of the Tickets, failure to present the correct documents, or presentation of identity or health documents that are out of date or where the validity period is insufficient (identity card, passport, visas, and vaccination certificates, etc.), or that do not comply with the instructions mentioned in the documents delivered to the Traveller;
- b) unforeseeable and unavoidable incidents or events that affect a third party to the travel contract (force majeure events). Where a cancellation is required by circumstances that have the nature of a force majeure event and/or for reasons relating to the security of Travellers, and/or as the result of an injunction issued by a French or foreign administrative authority.

12.6 CDP's liability in its capacity as the Organiser of the Cruise, and/or the Carrier, and/or the Vendor of a Package shall be expressly excluded in the case of non-pecuniary losses, loss of enjoyment and so-called punitive and or similar damages.

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12.7 Where a Traveller is not allowed to embark on the ship – including after of during a port call – under the conditions mentioned in Articles 6.3, 6.9 and 6.10, neither CDP, in its capacity as Organiser of the Cruise, and/or the Carrier, and/or the Vendor of a Package, nor the Captain of the ship, nor the crew shall be held liable on any grounds whatsoever.

12.8 CDP shall not be held liable for bodily harm, or damage to property or non-physical damage caused by wars, blockades, riots, strikes, social conflicts, acts of piracy or terrorism, epidemics or periods of quarantine, natural disasters and catastrophes, nuclear fusion, fission, pollution or explosion or its consequences, the closure of the port of departure, of call, or destination, the impounding, requisition, or seizure of the ship for whatever reason, the use of the ship for special Government purposes, or due simply to the threat of the above events. Moreover, it shall not be held liable for any harm caused by the Traveller's deliberate involvement in an affray or in a hazardous activity or action that was not rendered necessary in order to safeguard human life.

12.9 CDP shall not be held liable under any circumstances for any damage caused by the interruption and/or the alteration of the trip as the result of a force majeure event, including, wars, blockades, riots, strikes, social conflicts, acts of piracy or terrorism, epidemics or periods of quarantine, natural disasters and catastrophes, nuclear fusion, fission, pollution or explosion or its consequences, the closure of the port of departure, of call, or destination, the impounding, requisition, or seizure of the ship for whatever reason, the use of the ship for special Government purposes, or due simply to the threat of the above events.

12.10 In the event that CDP is responsible for transporting luggage during a period prior or subsequent to the disembarkation of the ship in its capacity as the Organiser of the Cruise, and/or the Carrier, and/or the Vendor of a Package, it shall act as a representative on the Traveller's behalf, and its liability shall not replace the liability of the carriers who are effectively responsible for transporting the luggage.

12.11 Luggage that is not claimed at the time when the ship or any other means of transport arrives shall remain at the port at the Travellers' expense and at their own risk.

12.12 Any delay in delivering the luggage that inconveniences the Traveller may only give rise to the payment of a compensation amount that cannot exceed 20% of the amount that would be payable in the event of the loss of the luggage stowed in the hold under the terms of Article 11.2. CDP reserves a period of 3 (three) months to look for lost luggage.

12.13 Unless a specific written contractual agreement is in place, ground or air transport, Transfers, water sports and scuba diving from the deck, services included in the Pre-and Post-Cruise Services, Excursions and/or Extensions, excursions on land, including, where applicable, the booking of hotels and restaurants and guided tours when booked from the ship with CDP and invoiced by the latter, are supplied by independent service providers who are neither representatives nor employees of the Organiser of the Cruise, the Carrier, the Vendor of the Package, and/or CDP. Travellers shall use these services at their own risk, and CDP shall only be involved as an intermediary, in its capacity as the Organiser of the Cruise, the Carrier, and/or the Vendor of the Package, and shall not assume or engage any liability for the services, regardless of whether such liability involves bodily harm or damage to property, cancellation, delay or a change of programme.

12.14 Any Traveller who takes part in outside activities as part of the Expedition Cruises agrees to take part in them in good faith and solely at their own risk. In this case, participation engages the liability of each participant, in terms of their physical fitness, their safety, their behaviour, and their comfort. Travellers' attendance at the information briefings provided on board is mandatory. The liability of CDP, its Managing Directors, Directors, officers, crew members, and expedition team members, and the activity leaders cannot be engaged in the event of loss or damage suffered while taking part in outside activities offered during Expedition Cruises under any circumstances.

### **13. Price reviews**

408 avenue du Prado, 13008 Marseille, France | [www.ponant.com](http://www.ponant.com)

Tél. : 0820 22 50 50 réservations | +33 (0)4 88 66 64 17 standard | [reservation@ponant.com](mailto:reservation@ponant.com)

Licence 013060005 | Membre du SNAV et de l'APST | SIRET 344 497 011 000 25 RCS Marseille

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13.1 The prices proposed by CDP are established in accordance with the economic conditions on the day when they are published. These economic conditions include, *inter alia*, the cost of transportation and fuel, the royalties and taxes relating to the services proposed (entry and/or exit duties in the countries visited, airport or port taxes, embarkation or disembarkation taxes, visa fees, and the cost of admission to tourist attractions), and the exchange rates used when setting the price of the programmes. CDP expressly reserves the right to review its prices. Any change in the cost of transportation and fuel, in taxes, royalties, in the euro and US dollar exchange rates, or special drawing rights and visa fees shall be fully reflected in the price of the trips, including travel agents' commissions, where applicable. Where the French Tourism Code applies, CDP also has the option to lower the Price pursuant to Article L. 211-12 of said Code, on the understanding that, in this case, no pricing review may occur less than 30 business days prior to the scheduled departure date.

13.2 Where the French Tourism Code applies, Travellers shall be informed of any increase in the Price via registered letter with acknowledgement of receipt – or via any other means as long as it enables the effective receipt of the correspondence to be proved – on the basis of a notice period of (30 ) days prior to the departure date. When they receive this notice, the Passenger and/or the purchaser of the Ticket(s) may cancel their contract and receive an immediate refund of the amount paid by informing the Vendor in writing within a period of 7 (seven) days following receipt of the notice of the price increase.

Any daily surcharge (S) in the case of cruise services only shall be calculated as follows:

$$S = (\text{change in the price of fuel}^* \times \text{daily consumption}^{**}) / \text{Capacity of the ship}^{***}$$

(\*): MGO FOB Rotterdam 0.1% in US\$

(\*\*): the *Austral*, the *Boréal*, the *Soléal* and the *Lyrial*: 20 tonnes; *Le Ponant*: 5.5 tonnes

(\*\*\*): the *Austral*, the *Boréal*, the *Soléal* and the *Lyrial*: 200 for Expedition Cruises and 244 for the other programmes; *Le Ponant*: 55

### **14. Travel Insurance**

14.1 The sale of the Services by CDP does not include any kind of insurance.

14.2 CDP offers optional insurance that covers Travellers against the risks of cancellation, and in the event of assistance, repatriation, damage to and loss of their luggage, and medical expenses. These optional insurance policies must be subscribed at the time when the Contract is Signed.

### **15. After-sales**

15.1 Any comment or claim relating to a trip or stay must be sent by registered letter with acknowledgement of receipt, clearly specifying the alleged incident and loss, to either Compagnie du Ponant – 408 avenue du Prado 13008 Marseille, if the Traveller signed their Contract directly with CDP, or to the travel agency that sold them the Services, within a period of one month following the date of their return, subject to the statute of limitations. CDP encourages passengers to fill in the satisfaction questionnaires delivered on board the ship at the end of the Cruise.

15.2 Once they have contacted the After-Sales Departments mentioned in Article 14.1, and failing a satisfactory reply within a period of 60 days, the Traveller may contact the French Tourism and Travel Mediator, whose details and contact methods are available on the following website:

[www.mtv.travel](http://www.mtv.travel).

15.3 Any proceedings initiated by the Traveller against CDP in its capacity as the Organiser of the Cruise, and/or the Carrier must be initiated within a period of 1 (one) year for damage to property and of 2 (two) years for bodily harm, subject to the statute of limitations as from the date when the Traveller disembarked or should have disembarked.

15.4 The statute of limitations for any proceedings against CDP in its capacity as the vendor of a Package shall expire within the timeframe specified by Articles 2224 and 2226 of the French Civil Code.

**16. Applicable law & Jurisdiction**

16.1 This Contract is governed by French law.

16.2 Only the courts in the area of the Marseille District Court, France, have jurisdiction to hear any proceedings initiated against CDP, its employees, subsidiaries, or sub-contractors, even in the event that third parties are involved.

**17. Excerpt from the French Tourism Code:**

The information contained in CDP's hard-copy brochures and on the company's website is the prior information provided to the Traveller and provided for by Article L. 211-9 of the French Tourism Code. However, in accordance with Article R. 211-5 of the French Tourism Code, Compagnie du Ponant expressly reserves the right to alter certain items prior to the signing of the Contract.

Excerpt from the French Tourism Code determining the conditions for performance of the activities relating to the organisation and sale of trips or stays:

**Article R. 211-3:** Subject to the exclusions provided for in the third and fourth sub-paragraphs of Article L. 211-7, any offer and sale of travel or accommodation services shall give rise to the delivery of appropriate documents that comply with the rules determined in this section.

In the event of the sale of airline travel tickets or tickets for travel on a regular shipping line, which does not include services relating to this transportation, the vendors shall deliver one or several passenger tickets for the entire trip to the purchaser, issued by the carrier or under their responsibility. In the event of on-request transportation, the name and the address of the carrier on behalf of whom the tickets are issued must be mentioned.

The separate invoicing of the various components of the same travel package shall not release the vendor from the obligations incumbent on them as a result of the regulatory provisions in this section.

**Article R. 211-3-1:** The exchange of pre-contractual information on the availability of contractual terms shall be in writing. This process may take place via e-mail under the validity and performance conditions provided for in Articles 1369-1 to 1369-11 of the French Civil Code. The vendor's name or company name and their address shall be mentioned, together with the number relating to their registration on the register provided for under Sub-Paragraph a) of Article L. 141-3, or, where applicable, their name, address and a number relating to their registration with the association or union mentioned in the second sub-paragraph of Article R. 211-2.

**Article R. 211-4:** The vendor or must disclose information on the price, dates, and the other components of the services provided at the time of the trip or the stay to the consumer prior to the signing of the contract; this information shall include:

- 1) The destination, the means, the characteristic features, and the categories of transport used; 2) The accommodation type, its location, its level of comfort and its main characteristic features, its accreditation and its tourism classification in accordance with the regulations or practices of the host country;
- 3) The catering services provided;
- 4) A description of the itinerary where a tour is involved;
- 5) The administrative and health formalities to be performed by French nationals or by nationals of another EU Member State, or of a State that is party to the European Economic Area Agreement, specifically in the event that the crossing of borders is involved, together with the timeframe for performing those formalities;
- 6) The tours, excursions, and other services included in the fixed-price, or that may be available in exchange for a price supplement;

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- 7) The minimum or maximum size of the group that will enable the trip or stay to go ahead, as well as the cut-off date for informing the consumer in the event that the trip or stay is cancelled, if the trip or stay going ahead is dependent on a minimum number of participants; that date cannot be set at less than twenty-one days prior to the departure date;
- 8) The amount or the percentage of the price payable as an advance on signing of the contract, as well as the timetable for payment of the balance;
- 9) The terms and conditions for price reviews, as provided for by the contract, pursuant to Article R. 211-8;
- 10) The contractual cancellation terms and conditions; 11) The cancellation terms and conditions set out in Articles R. 211-9, R. 211-10, and R.-211-8;
- 12) The information relating to optional subscription to an insurance policy covering the consequences of certain cancellation events, or to an assistance policy covering certain specific risks, including repatriation expenses in the event of an accident or illness;
- 13) Where the contract includes air transport services, the information for each leg of the flight, as provided for in Articles R. 211-15 to R. 211-18.

**Article R. 211-5:** The prior information provided to the consumer shall commit the vendor, unless the vendor specifically has the right to alter certain aspects of that information. In that case, the vendor must clearly specify the extent of that alteration, and which aspects it covers.

In any event, any alterations made to the prior information must be disclosed to the consumer prior to the signing of the contract.

**Article R. 211-6:** The contract entered into by the vendor and the purchaser must be in writing, and drawn up in two copies, one of which shall be given to the purchaser, and signed by both parties. Where the contract is entered into via electronic means, Articles 1369-1 to 1369-11 of the French Civil Code shall apply. The contract must include the following clauses:

- 1) the name and address of the vendor, their guarantor and their insurance company, together with the name and address of the organiser;
- 2) the trip destination or destinations, and the various periods and their dates in the event of a segmented trip;
- 3) the means of transport used, and their characteristic features and categories, and the departure and return dates and locations;
- 4) the accommodation type, its location, comfort level and main characteristic features, and its tourism classification pursuant to the regulations or practices of the host country;
- 5) the catering services provided;
- 6) the itinerary where a tour is involved;
- 7) the tours, excursions or other services included in the total price of the trip or stay;
- 8) the total price of the services invoiced, together with an indication of any potential review of that invoice pursuant to the provisions of Article R. 211-8;
- 9) an indication, where necessary, of the royalties or taxes relating to certain services such as landing disembarkation or embarkation taxes at ports and airports, and hotel taxes when they are not included in the price of the service or services provided;
- 10) the timetable and procedures for payment of the price; the final payment made by the purchaser cannot be less than 30% of the price of the trip or stay, and must be made at the time when the documents enabling the trip or stay to take place are delivered;
- 11) the special terms and conditions requested by the purchaser and accepted by the vendor;
- 12) the procedures according to which the purchaser may lodge a claim against the vendor on the grounds of their failure to execute, or their poor execution of the contract; this claim must be made as soon as possible, via any means that enables an acknowledgement of receipt by the vendor to be

obtained (fax, e-mail, or registered letter with acknowledgement of receipt), and, where applicable, mentioned in writing to the organiser of the trip and to the service provider concerned;

13) the cut-off date for informing the purchaser in the event that the trip or stay is cancelled by the vendor if the trip or stay going ahead is dependent on a minimum number of participants, in accordance with the provisions of Sub-Paragraph 7) of Article R. 211-4;

14) the contractual cancellation terms and conditions;

15) the cancellation conditions provided for in Articles R. 211-9, R. 211-10, and R. 211-11;

16) further information regarding the risks covered, and the amount of the cover provided by the insurance policy covering the consequences of the vendor's professional third-party liability;

17) information regarding the insurance policy covering the consequences of certain cancellation cases subscribed by the purchaser (policy number and name of the insurance company), together with the information regarding the assistance policy covering certain specific risks, including repatriation expenses in the event of an accident or illness; in this case, the vendor must give the purchaser a document specifying the risks covered and the risks excluded, at the very least;

18) the cut-off date for informing the vendor in the event that the purchaser transfers the contract;

19) an undertaking to provide the following information to the purchaser, at least 10 days prior to their scheduled departure date:

a) the name, address, and telephone number of the vendor's local representative, or else, the names, addresses, and telephone numbers of local organisations likely to assist the consumer in the event of a problem, or else the telephone number enabling emergency contact to be made with the vendor;

b) in the event of trips and stays abroad involving minors, a telephone number and an address that enables direct contact with the child or the person *in situ* responsible for their stay to be established;

20) the clause governing the cancellation and refund, free of charge, of the amounts paid by the purchaser in the event of non-compliance with the information obligation provided for in Sub-Paragraph 13) of Article R. 211-4;

21) the undertaking to inform the purchaser of the departure and arrival times in good time prior to the beginning of the trip or the state.

**Article R. 211-7:** The purchaser may transfer their contract for the trip or stay to a transferee who meets the same conditions as them, as long as the contract has not taken effect. Unless the transferor benefits from a more favourable clause, they are required to inform the vendor of their decision via any means that enables an acknowledgement of receipt to be obtained (fax, e-mail, or registered letter with acknowledgement of receipt) at least seven days prior to the beginning of the trip. This deadline shall be extended to 15 days where it involves a cruise. This transfer shall not be subject to prior authorisation by the vendor under any circumstances.

**Article R. 211-8:** Where the contract includes an express price review option, within the limits provided for in Article L. 211-12, it must mention the specific calculation procedures for the price changes, in the case of both increases and decreases, and specifically the amount of the transportation expenses and related taxes, the currency or currencies that may have an impact on the price of the trip or the stay, the portion of the price to which the change applies, and the exchange rate for the currency or currencies used as a benchmark when determining the price shown in the contract.

**Article R. 211-9:** Where the vendor finds themselves required to alter one of the key aspects of the contract prior to the purchaser's departure, such as by significantly increasing the price, and where they ignore the information obligation mentioned in Sub-Paragraph 13) of Article R. 211-4, the purchaser may take the following measures, without prejudice to any appeals for compensation for the loss that they may suffer, and once they have been informed by the vendor

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via any means that enables an acknowledgement of receipt to be obtained (fax, e-mail, or registered letter with acknowledgement of receipt, etc.):

- either cancel the contract and obtain immediate repayment of the amounts paid with no penalty;
- or accept the change or the substitute trip proposed by the vendor; in that case, an amendment to the contract specifying the alterations made shall then be signed by the parties; any price decrease shall be deducted from the amounts that may remain payable by the purchaser, and if the payment already made by the latter exceeds the price of the altered service, the excess amount must be returned to them prior to their departure date.

**Article R. 211-10:** In the event provided for in Article L. 211-14, where the vendor cancels the trip or the stay prior to the purchaser's departure, they must inform the purchaser via any means that enables an acknowledgement of receipt to be obtained (fax, e-mail, or registered letter with acknowledgement of receipt, etc.); the purchaser shall then obtain immediate repayment of the amounts paid from the vendor without any penalty, without prejudice to any claims for compensation for any loss that they may have suffered; in this case, the purchaser shall receive a compensation amount that is at least equal to the penalty that they would have paid if they had been responsible for the cancellation on this date.

The provisions of this article shall not prevent the reaching of an amicable agreement with a view to the purchaser accepting a replacement trip or stay offered by the vendor under any circumstances.

**Article R. 211-11:** Where the vendor finds themselves unable to provide a major portion of the services provided for in the agreement, and which account for a significant percentage of the price paid by the purchaser after the latter's departure, the vendor must immediately take the following measures, without prejudice to the claims for compensation for any losses that may have been suffered:

- either offer services as a replacement for the services provided for, and potentially bear any additional cost, and, if the services accepted by the purchaser are of a lower quality, the vendor must refund the price difference to them as soon as they return;
- or, if they cannot offer any replacement service, or if that service is refused by the purchaser on valid grounds, provide the purchaser with transportation tickets enabling them to return to their place of departure under conditions that may be considered as equivalent, or to another place agreed by both parties, at no additional cost. The provisions of this article shall apply in the event of non-compliance with the obligation provided for in Sub-Paragraph 13) of Article R. 211-4.

**Article R. 211-12:** The provisions of Articles R. 211-3 to R. 211-11 must be included in the brochures and the travel contracts offered by the persons mentioned in Article L. 211-1.

**Article R. 211-13:** The purchaser can no longer claim the benefit of the clause provided for under Sub-Paragraph 20 of Article R. 211-61 once the service has been provided.