



Mr/Mrs/Ms/Miss	First Name	Surname
	Passport Number	Nationality

Address: .....

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Email: .....

TEL: .....

Mobile: .....

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**Emergency Contact (next of kin)**

Name:.....

Relationship:.....

Address: .....

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Email: .....

TEL: .....

Mobile: .....

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*White Desert Limited is in the business of helping people to realise their Antarctic dreams and goals. We endeavour to do everything in our power to help make your trip a positive, rewarding and memorable experience. However, Antarctica is a remote and extreme environment and any trip to the region involves an element of uncertainty and risk. We therefore need you to read and sign the terms and conditions attached.*

*White Desert reserves the right to decline any booking at our discretion.*

# TERMS AND CONDITIONS

## 1. Definitions

1.1. In these terms and conditions the following terms will have the following meanings:

“circumstances beyond our reasonable control”	means any circumstances beyond our reasonable control including without limitation adverse weather and any other climatic conditions (both forecast and actual), unavailability of staff, transport, equipment or infrastructure, changes to or cancellation of licences, permits or permissions, interruptions to communications, aircraft unavailability, unsuitability of runway or aircraft operating conditions, strikes, acts of terrorism, wars and Acts of God.
“contract”	means the contract between you and us for the provision of the programme for you and the members of your party which is subject to these terms and conditions
“group leader”	means our Camp Manager, Field Operations Manager, Field Guide or any other of our staff or representatives fulfilling a similar role
“members of your party”	means the name of the persons stated on the booking form (including you) or any alternative persons accepted under clause 10.1
“programme”	means the adventure travel programme to and within Antarctica and the sub Antarctica region which you have booked
“scheduled commencement date of the programme”	means the date on which the flight for the programme is scheduled to depart from Cape Town to Antarctica
“we” or “us” or “our”	refers to White Desert Ltd  Aston House, Cornwall Avenue, London, N3 1LF, United Kingdom Company number: 5655519
“you” or “your”	refers to the person or persons who have signed the booking form

## 2. Administration

2.1. Where more than one person has signed the booking form then you will be liable for all obligations under these terms and conditions on a joint and several basis. In all subsequent correspondence we will however deal with the lead booking name only.

2.2. You are responsible for ensuring the accuracy of all information supplied to us in respect of each member of your party and for updating us both prior to the commencement of the programme and during the programme with any changes to the information supplied.

2.3. The programme will be deemed to have commenced from the time at which the flight departs from Cape Town to Antarctica and will terminate (subject as otherwise provided in this contract) when the return flight from Antarctica arrives at Cape Town.

2.4. Accommodation at Cape Town is not included in the programme.

### 3. Travel and cancellation insurance

3.1. As soon as practicable after booking the programme you must take out adequate insurance cover for all members of your party in respect of medical care and emergency repatriation costs of a minimum of \$300,000 (USD) and for a minimum of 4 days beyond your expected return date. We also recommend that you take out cancellation and interruption insurance covering any cancellation or curtailment of the programme arising from circumstances such as change in itineraries, change in medical condition, change in logistical arrangements or circumstances beyond our reasonable control.

3.2. We are happy to assist you in finding suitable insurance but please be aware that it is your responsibility to ensure that the policy is suitable for the programme.

3.3. You should ensure that the insurance policy does not contain any exclusion clauses limiting cover for the type of activities included in the programme or the locations included in the programme. Details of the range of activities which are included in the programme will be supplied by us upon request.

3.4. Unscheduled flights (including medical evacuation) are not included in the programme price and accordingly if any member of your party requires emergency evacuation from Antarctica on an unscheduled flight then you would be required to reimburse us for any costs which we incur as a result. In the event of non payment by your insurers then you will be liable to pay such costs to us in full.

3.5. We reserve the right at our discretion to refuse to allow any member of your party who is inadequately insured to participate in the programme or any part of it. In that situation we would not refund any part of the programme price and would have no further liability to you arising from such refusal.

### 4. Passports

4.1. Each member of your party must be in possession of a valid passport with a multi-entry use for South Africa. The passport must contain at least two consecutive blank (unstamped) pages in order to gain entry into South Africa on each occasion that the passport holder passes through immigration and must have 6 months unexpired validity. South Africa Immigration are extremely strict and have been known to refuse a person entry and to require him or her to return home on the next available flight if these requirements are not met. If any member of your party is refused entry to South Africa, for whatever reason, that member's participation in the programme will be cancelled and you will not be entitled to a refund of the programme price.

### 5. Equipment

5.1. Due to the hostile nature of Antarctica's environment it is essential that each member of your party is properly equipped and clothed in accordance with the requirements set out in our kit list.

5.2. Our representatives are experts in polar clothing and consequently they will have the final decision as to whether a member of your party is suitably equipped and clothed or not.

5.3. If either prior to commencement of the programme or during the programme our representatives consider that any member of your party is not suitably equipped or

clothed then that member's participation in the programme or relevant part of the programme will be cancelled, in which case you will not be entitled to a refund of any part of the programme price and we will have no further liability to you arising from the cancellation. You will be responsible for any additional costs (such as flight, accommodation and subsistence costs) incurred by the member of your party as a result of the cancellation.

## 6. Payment

- 6.1. The price of the programme is set out in the official White Desert brochure or will be communicated to you by your Travel Agent. Information on prices can also be found at our website [www.white-desert.com](http://www.white-desert.com).
- 6.2. A deposit of 25% of the total programme price will be due at the time of booking. The balance of the remaining 75% of the total programme price will be payable six (6) months prior to the scheduled commencement date of the programme. If the booking is made within six (6) months prior to the scheduled commencement date of the programme then the full programme price will be payable at the time of booking.
- 6.3. If the payment of the balance of the total programme price is not paid in accordance with clause 6.2 you will be deemed to have cancelled your booking. In that situation we will not refund your deposit and reserve the right to resell the programme to third parties.

## 7. Cancellation by us

- 7.1. We reserve the right at our sole and absolute discretion to cancel the programme at any time up to 15 days before the scheduled commencement date of the programme due to insufficient numbers of people participating in the programme, or circumstances beyond our reasonable control which may make the operation of the programme unsafe or otherwise inadvisable.
- 7.2. In the event of cancellation we will endeavour to offer you places for all members of your party on a suitable alternative programme if one is running and there are places available on it. The alternative programme will be on different dates and may have a different programme itinerary and be of a different duration to the original programme which you booked.
- 7.3. If you decide to accept the alternative programme then you would not be required to pay any additional programme price if it is more expensive than the original programme booked and, if it is less expensive, then we will refund the difference against the original programme price.
- 7.4. If we offer you an alternative programme and you decide not to accept it or if we are unable to offer you an alternative programme then we will give you a refund of the programme price which you have already paid less any irrecoverable costs which we have already incurred in relation to the cancelled programme which will not exceed 25% of the total programme price. Subject thereto we will have no further liability to you arising from the cancellation of the programme.

## 8. Cancellation by you

- 8.1. If you cancel your booking completely or the booking of any member of your party then we will not refund the 25% deposit which you have paid.
- 8.2. If notice of cancellation is given at least five (5) months prior to the scheduled commencement date of the programme and you have already paid the total programme price then we will refund 75% of the total programme price or the appropriate part of that sum where the cancellation is only in respect of a member of your party.

- 8.3. If notice of cancellation is given less than five (5) months prior to the scheduled date of departure and you have already paid the total programme price we will refund a fixed rate of 50% of the total programme price.
- 8.4. If notice of cancellation is given less than two (2) months prior to the scheduled date of departure and you have already paid the total programme price, we will not refund any part of your payment.
- 8.5. If you make the booking less than five (5) months prior to the scheduled commencement date of the programme, these same cancellation terms will apply.

## 9. Changes to the Itinerary

- 9.1. Although we will seek to adhere to the scheduled itinerary, the programme does involve adventurous travel to remote and inhospitable regions. The logistics associated with the programme are unique to the Polar Regions and as such are very complex. Accordingly changes to the itinerary may need to be made in the interests of safety, due to logistical factors or for other reasons associated with travel to a polar environment.
- 9.2. We reserve the right (at our sole and absolute discretion) to alter the scheduled itinerary or to omit any part of the itinerary at any time either prior to the scheduled commencement date of the programme or during the programme as a result of circumstances beyond our reasonable control and which may affect our ability to provide the scheduled itinerary or which may make the operation of the scheduled itinerary unsafe or otherwise inadvisable.
- 9.3. We will endeavour to give you as much advance notice of any changes to the itinerary as possible but due to the nature of the circumstances it may not always be possible to give advance notice and consequently we reserve the right to make such changes at any time and without prior notification to you.
- 9.4. The possible changes to the scheduled itinerary may include without limitation:
- 9.4.1. changes to the departure date or departure times from Cape Town to Antarctica and the return date from Antarctica to Cape Town. This may result in either an extension or curtailment to the overall duration of the programme;
  - 9.4.2. changes to the type of aircraft used for the flight between Cape Town and Antarctica. The choice of aircraft varies from a smaller private jet to a larger intercontinental aircraft. The choice of aircraft depends on, but is not limited to forecast and actual weather, runway conditions, availability, client numbers, permissions and other logistical concerns.
  - 9.4.3. the omission of the "South Pole flight" or "Emperor Penguin Flight" from the scheduled itinerary;
- 9.5. If we notify you of any changes to the scheduled itinerary prior to the commencement of the programme you will be entitled to cancel your booking completely or the booking of any member of your party. This will be treated as a cancellation by us and the terms of clause 7 will apply.
- 9.6. If we notify you of any changes to the scheduled itinerary after the commencement of the programme then you will not be entitled to cancel the booking.
- 9.7. If any changes to the scheduled itinerary involves the omission of the "South Pole Flight", or the "Emperor Penguin Flight" then we will refund you on a per person basis for this specific elements of the programme in the following amounts:

9.7.1. South Pole flight: \$8,000 per person

9.7.2. Emperor Penguin flight: \$4,000 per person

9.8. If we do alter the scheduled itinerary or omit any part of the itinerary then (except as stated in clauses 9.5 and 9.7) we will not make any refund of all or any part of the programme price and we will have no liability to you or any member of your party for any losses, damages, expenses or other costs incurred by you or any such member arising directly or indirectly from any such alteration or omission.

## 10. Change of Booking

10.1. If you want to change any member of your party from the member included on the original booking then we will accept the change provided that:-

10.1.1. the change is notified to us not less than one month before the scheduled commencement date of the programme;

10.1.2. you supply us with a medical report for the replacement member of your party which is acceptable to us;

10.1.3. such replacement member is adequately insured in accordance with clause 3.;

10.1.4. such replacement member executes a separate waiver agreement in accordance with clause 16.1;

10.1.5. such replacement member agrees in writing to comply with these terms and conditions.

10.2. Any changes to any member of your party made within one month before the scheduled commencement date of the programme will be treated as a cancellation by you and clause 8 will apply.

## 11. Medical Reports

11.1. Within one month after booking you must provide us with medical reports for each member of your party.

11.2. No member of your party will be permitted to participate in the programme unless the medical report supplied is acceptable to us.

11.3. If any medical report supplied for a member of your party is not acceptable to us then we reserve the right in our discretion to cancel the booking in respect of that member of your party. If the medical report has been provided within the timescale in clause 11.1 then we will make a full refund of that part of the programme price paid which relates to that member of your party. If the medical report is not provided within that timescale then it will be deemed to be a cancellation by you under clause 8 and the terms of that clause will apply instead.

11.4. If after you have provided the medical reports there is any change to the medical condition of any member of your party then you are required to disclose that to us as soon as possible. If the change means that in our opinion that member is no longer in a satisfactory state of health to participate in the programme we reserve the right in our discretion to cancel the booking in respect of that member of your party in which case it will be deemed to be cancellation by you under clause 8 and the terms of that clause will apply.

11.5. If during the course of the programme our group leader considers that (in his or her reasonable opinion) the health of any member of your party is at risk we may cancel that member's participation in the whole or any part of the programme. In that situation we will not make any refund of the programme price and you would be required to pay the costs of any additional costs (such as flight, accommodation and subsistence costs) incurred by that member of your party arising as a result of not being able to participate in the programme.

## 12. Conduct

12.1. If during the course of the programme our group leader considers that (in his or her reasonable opinion) any member of your party has committed an illegal act failed to comply with clause 12.2 below or has been guilty of behaviour which is detrimental to the safety, enjoyment or well-being of any other members of your party, other participants on the programme or our staff in any manner whatsoever then we may cancel that member's participation in the whole or any part of the programme. In that situation we will not make any refund of the programme price and you would be required to pay any additional costs (such as flight, accommodation and subsistence costs) incurred by that member of your party arising as a result of not being able to participate in the programme.

12.2. No member of your party is permitted to leave the Antarctica camp without being accompanied by our group leader or another of our expedition leaders or guides.

## 13. Complaints

13.1. The group leader or our other expedition leaders and guides will use all reasonable endeavours to ensure that any problems which may arise during the programme are resolved for the benefit of the members of your party and the other participants on the programme.

13.2. Neither the group leader nor any other expedition leaders or guides have authority to offer any refunds of the programme price on any grounds whatsoever which can only be sanctioned by our Managing Director. Accordingly we will not be bound by any written or verbal offer of a refund made by any such persons.

## 14. Authority of Group Leaders

14.1. Subject to clause 13.2 our group leader has the authority to make decisions regarding the operation of the itinerary in Antarctica and his or her decision on such operational issues will be final.

## 15. Limitation of Liability

15.1. This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants and sub-contractors) to you and each member of your party in respect of any breach of the contract or any representation, statement or tortious act or omission (including negligence) arising under or in connection with the contract.

15.2. We agree to exercise reasonable skill and care in providing the programme but subject thereto all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this contract.

15.3. Nothing in these terms and conditions limits or excludes our liability for death or personal injury arising from our negligence, fraud or fraudulent misrepresentation or any other liability which cannot be limited and excluded by law.

15.4. Subject to clause 15.3:-

15.4.1. we will not under any circumstances whatsoever be liable to you or any member of your party for any special, indirect or consequential loss (including without limitation, loss of profits, loss of business, depletion of goodwill or loss of contracts)

15.4.2. our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise to you or any member of your party arising in connection with the performance of this contract shall in all circumstances be limited to the programme price.

15.5. We will not accept responsibility for any expenses incurred by you or your booking agent in preparation for the programme including non refundable or penalty carrying airline tickets, medical expenses, hotel bookings, purchase of special clothing, visa or passport fees or any other programme related expenses.

15.6. When you travel by air your journey will be subject to the airline's own conditions of carriage which will apply to you on that journey. When arranging this transportation we rely on the terms and conditions contained within those conditions of carriage. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the airline.

#### 16. Voluntary Assumption of Risk

16.1. You acknowledge that there are certain known and unknown hazards involved in Antarctic expeditions which you and each member of your party accept voluntarily at your own risk. You will each be required to execute a separate waiver agreement in respect of this.

#### 17. Invalidity

17.1. If any provision in this contract is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from the contract and shall be deemed to be deleted from the contract and the validity of the remaining provisions shall not be affected.

#### 18. Entire Agreement

18.1. Except in the case of fraud or fraudulent concealment, these terms and conditions together with the waiver agreements and medical reports (referred to in clauses 16 and 11) comprise the whole of the contract relating to the provision of the programme and the supply of services to you by us.

18.2. These terms and conditions cannot be varied except in writing signed by our Managing Director.

18.3. You and each member of your party acknowledges that in entering into this contract you have not relied on any representation or warranty (whether made innocently or negligently) which is not set out in these terms and conditions.

18.4. Nothing said or written by the group leader or by any other of our staff or representatives shall be effective to vary these terms and conditions or should be regarded as an authorised representation above the nature or quality of the programme or the services offered by us.

#### 19. Waiver

19.1. No breach of any provision of this contract shall be waived or discharged except with the express written consent of the parties. No failure or delay by a party to exercise any of its rights under this contract shall operate as a waiver thereof and no single or



partial exercise of any such right shall prevent any other or further exercise of that or any other right.

20. Third Party Rights

20.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act by a person who is not a party to this contract.

21. Governing Law

21.1. The contract between us shall be governed by and interpreted in accordance with English Law and the English courts shall have exclusive jurisdiction in respect of any disputes or claims arising out of or in connection with it.

21.2. You acknowledge that no member of your party will be entitled to bring proceedings under the contract or in relation to any aspect of the supply of the programme through any courts or judicial system other than the English courts and in accordance with English law.

DATE.....

Signature: .....

Name:..... (please print)

Date of Birth:...../...../.....(dd/mm/yyyy)

