

TERMS AND CONDITIONS

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 the person leading each booking to read and sign the terms and conditions attached.

White Desert Limited reserves the right to decline any booking at its discretion.

1. DEFINITIONS

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

<i>“circumstances beyond our reasonable control”</i>	means any circumstances that are beyond our reasonable control including, without limitation, adverse weather and any other climatic conditions (both forecast and actual), unavailability of our representatives, 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, epidemics or pandemics and Acts of God;
<i>“contract”</i>	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;
<i>“group leader”</i>	means our Camp Manager, Field Operations Manager, Field Guide or any other member of our representative fulfilling a similar role;
<i>“members of your party”</i>	means the person(s) stated on the booking form (including you) or any alternative persons who are accepted by us under clause 11.1 below;
<i>“programme”</i>	means the adventure travel programme, to and within Antarctica and the sub-Antarctica region, which you have booked;
<i>“representatives”</i>	means any of our officers, directors, subsidiaries, affiliates, parent companies, employees, aircrew, guides, agents, representatives, contractors, sub-contractors or suppliers;
<i>“scheduled commencement date of the programme”</i>	means the date on which (i) the flight for the programme is scheduled to depart from Cape Town to Antarctica and/or (ii) the date of the safety briefing in Cape Town prior to the flight to Antarctica, and for the avoidance of doubt, if these do not on the same day, means whichever of (i) or (ii) is the first date to occur;
<i>“suitable alternative programme”</i>	means a travel programme proposed by White Desert at our sole discretion as a substitute for the programme you originally booked. The suitable alternative programme will be on different dates and, given White Desert’s narrow operating window, may not take place until the following season. It may be of a different duration than the original programme but the itinerary will be of an equivalent or higher quality, as

measured by the published price of the itineraries at the time of booking;

“we” or “us” or “our”

refers to White Desert Ltd, Aston House, Cornwall Avenue, London, N3 1LF, United Kingdom (Company Number: 5655519); and

“you” or “your”

refers to the person, persons or corporate (or incorporated) body who have signed the booking form.

2. ADMINISTRATION

- 2.1. By making a booking with us, you are confirming that you have:
 - 2.1.1. read these terms and conditions and agree to be bound by them, and that you have the authority to accept, and do accept, these terms and conditions on behalf of all members of your party;
 - 2.1.2. read, signed and agree to be bound by the separate deed of waiver, in the form provided by us;
 - 2.1.3. consented to our use of your information in accordance with our privacy policy.
- 2.2. For the avoidance of doubt, a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns.
- 2.3. Where more than one person has signed the booking form, then you will be liable for all obligations arising 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.
- 2.4. 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 scheduled commencement date of the programme and during the programme, with any changes to the information supplied to us.
- 2.5. The programme will be deemed to have commenced from the time at which the safety briefing commences in Cape Town to Antarctica and will terminate (subject as otherwise provided in these terms and conditions) when the return flight from Antarctica arrives at Cape Town.
- 2.6. For standard inclusions and exclusions, please see *Appendix 1 – Standard Inclusions & Exclusions*. For the avoidance of doubt, accommodation at Cape Town is not included in the programme.
- 2.7. Please let us know, at the time of booking, if you or any member of your group have any special requests that are not automatically part of the programme (including, but not limited to, dietary arrangements or equipment requirements). We will assess all such requests but we cannot guarantee that they will be met.

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, for a minimum of \$500,000 (USD) and for a minimum of 5 days beyond your expected return date.
- 3.2. We also recommend that you take out cancellation and interruption insurance covering any cancellation or curtailment of the programme arising from circumstances such as changes to itineraries, changes in medical conditions, changes to logistical arrangements or any other circumstances beyond our reasonable control.
- 3.3. We are happy to assist you in finding suitable insurance but please be aware that it is your sole responsibility to ensure that the relevant policy is suitable for the programme and to arrange the cover.

- 3.4. 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.
- 3.5. 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 will be required to reimburse us for any costs which we incur as a result. In the event of non-payment of such costs by your insurers, you will be liable to pay such costs to us in full.
- 3.6. We reserve the right, at our sole 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 will not refund any part of the programme price and we will have no liability to you, or any member of your party, arising from any such refusal.

4. PASSPORTS & VISAS

- 4.1. Each member of your party must be in possession of a valid passport and, where necessary, a multi-entry use visa for South Africa (or any other relevant visa as required to participate in the programme). 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 also have at least six (6) months unexpired validity. The South Africa Immigration Department 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.
- 4.2. 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 neither you nor that member will be entitled to a refund of the programme price (or any part thereof).

5. EQUIPMENT AND CLOTHING

- 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 the scheduled commencement of the programme, or during the programme, any of our representatives consider that any member of your party is not suitably equipped or clothed, that member's participation in the programme, or the relevant part of the programme, will be cancelled. In any such case, neither you nor the relevant member of your party will be entitled to a refund of any part of the programme price and we will have no liability to you arising from any such cancellation.
- 5.4. You will be responsible for any additional costs (such as flight, accommodation and subsistence costs) incurred by the relevant member of your party as a result of such a 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.
- 6.2. A deposit of 25% of the total programme price will be due at the time of booking. As the lead-times involved in mobilising aircraft and staff and positioning adequate fuel in Antarctica are very significant, the remaining 75% of the total programme price will be payable no less than 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 with immediate effect. In that situation we will not refund your deposit and we reserve the right to market and re-sell your place on 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 in accordance with this clause 7.
- 7.2. Due to the nature of the programme we require a minimum number of participants and will cancel the programme at any time up to twenty (20) days before the scheduled commencement date of the programme if there is an insufficient number of people scheduled to participate in the programme.
- 7.3. Unless otherwise stated in these terms and conditions, we will only cancel the programme less than twenty (20) days prior to the scheduled commencement date of the programme due to unavoidable or extraordinary circumstances beyond our reasonable control.
- 7.4. In the event that we cancel the programme because of the occurrence of an unforeseeable act or event beyond our reasonable control which may make the operation of the programme unsafe or otherwise inadvisable, we shall not be held liable for failure or delay in the performance of our obligations under this contract but will (i) notify you as soon as soon as reasonably practicable after commencement of the event and (ii) offer you a suitable alternative programme.
- 7.5. In the event of cancellation of the programme by us, we will endeavour to offer you places for all members of your party on a suitable alternative programme, departing during the same Antarctic season as the programme you originally booked, or up to two seasons thereafter, if one is running and there are places available on it.
- 7.6. If you decide to accept the alternative programme, then you will 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.
- 7.7. If we are unable to offer you a suitable alternative programme or you decide not to accept the alternative programme we do offer you, we will give you a full refund of the original programme price. Subject thereto, we will have no further liability to you arising from the cancellation of the programme by us.
- 7.8. We may be forced by unavoidable or extraordinary circumstances beyond our reasonable control to change or terminate your holiday after, or on, the scheduled commencement date of the programme but before the scheduled end of your time away. If this unlikely situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result. Please ensure you have adequate travel insurance in place to cover any such eventuality, in accordance with clause 3 above.

8. CANCELLATION BY YOU

- 8.1. You may cancel your participation in the programme, at any time prior to the scheduled commencement date of the programme, by informing us in writing (including by email).
- 8.2. In accordance with clause 6 above, due to the nature of the programmes we provide and the costs and expenses payable in advance by us following the booking of the programme, any such cancellation by you made in accordance with clause 8.1 above, may be subject to cancellation charges in accordance with this clause 8.
- 8.3. If you cancel your booking completely, or the booking of any member(s) of your party, then we will not refund the 25% deposit which you have paid in respect of that booking.
- 8.4. If notice of your 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 paid or the appropriate part of that sum

where the cancellation is only in respect of a member of your party (i.e. not the whole of your party).

- 8.5. If your notice of cancellation is given less than five (5) months, but more than two (2) months, prior to the scheduled commencement date of the programme, and you have already paid the total programme price, we will refund a fixed rate of 50% of the total programme price paid.
- 8.6. If your notice of cancellation is given less than two (2) months prior to the scheduled commencement date of the programme, and you have already paid the total programme price, we will not refund any part of your payment.
- 8.7. For the avoidance of doubt, if you make the booking at any time less than five (5) months prior to the scheduled commencement date of the programme, the cancellation terms set out above will still apply.

9. PANDEMIC AND/OR EPIDEMICS

- 9.1. Notwithstanding any other provision of this contract, neither we nor you will have any liability under, or be deemed to be in breach of, this contract due to any failure in the performance of this contract which results from any inability to participate in or to operate the programme (or any part thereof), or which results from the cancellation of the programme (or any part thereof), due to a pandemic or epidemic (including but not limited to Covid-19).
- 9.2. For the duration of any pandemic/epidemic and for such period thereafter as may reasonably be required by our medical staff, all guests and staff are required to undergo the relevant test before they are accepted for travel in order to keep our guests and staff as safe as possible before, during and after their trip to Antarctica. This test will take place the day before the safety briefing and is mandatory.
- 9.3. As outlined in clause 3 above, it is a requirement for all members of your party to carry adequate insurance in respect of medical care and emergency repatriation costs. This insurance must not specifically exclude providing cover in cases of pandemics/epidemics.
- 9.4. In the event of one or more guests and/or members of staff displaying symptoms consistent with or testing positive for any relevant pandemic/epidemic during the programme, it may be necessary for us to make changes to the programme, including but not limited to changing the itinerary, moving travel dates forward or back, rearranging sleeping and/or dining arrangements and cancelling or curtailing excursions and activities, in accordance with clause 10 below. It may also be necessary to isolate the person who has tested positive or who is showing symptoms. In this case, the refund provisions described in this clause 9 will apply.
- 9.5. In the event that travel, or the operation of the programme (or any part thereof), is not possible due to the impact of the pandemic/epidemic (whether by reason of travel restrictions, government advice, the health of any member of your party or any other direct impact of such pandemic/epidemic on us or you):
 - 9.5.1. we will be entitled to cancel the programme, and you will be entitled to cancel your and your party's participation in the programme, at any time before the scheduled commencement date of the programme, in either case by giving written notice to that effect (including by email) in accordance with this clause 9; and
 - 9.5.2. with the exception of any event occurring in accordance with clause 9.10 below, we will endeavour to offer you places for all members of your party on a suitable alternative programme departing during the same Antarctic season as the programme you originally booked or up to two seasons thereafter, if one is running and there are places available on it.

Cancellation by us due to a pandemic/epidemic

- 9.6. For the duration of any relevant pandemic/epidemic, in the event that we cancel the programme because of the presence of a pandemic/epidemic in our camps or because our aircrew, group leader, doctor or other key personnel display symptoms consistent with or test positive for such pandemic/epidemic or for any unforeseeable act or event beyond our reasonable control related to the pandemic/epidemic, we shall not be held liable for failure or

delay in the performance of our obligations under this contract but will offer you a suitable alternative programme as outlined in clause 7.5 and 7.6 above.

- 9.7. If we are unable to offer you a suitable alternative programme or you decide not to accept the alternative programme we do offer you, we will give you a full refund of the original programme price. Subject thereto, we will have no further liability to you arising from the cancellation of the programme by us.

Cancellation by you due to a pandemic/epidemic

- 9.8. For the duration of any relevant pandemic/epidemic (including but not limited to Covid-19) if the programme is able to proceed but you or any member of your party:

9.8.1. are unable to travel to Cape Town in time for the scheduled commencement of the programme as a result of delays or cancellations caused directly or indirectly by a pandemic/epidemic, including but not restricted to illness of the traveler and/or close family member, travel restrictions, border closures and visa unavailability; and/or

9.8.2. test positive for any relevant pandemic/epidemic in Cape Town before attending the safety briefing, those who test positive will not be permitted to join the safety briefing or take part in the programme and will instead need to self-isolate in Cape Town at their own expense,

we will offer the affected parties a suitable alternative programme, as outlined in clause 9.5.2 above, to be taken up to two Antarctic seasons after your programme was scheduled to begin.

- 9.9. If you are unable or unwilling to accept the suitable alternative programme in accordance with clause 9.8 above, no refund will be offered instead, unless advance notice is given of more than two (2) months in accordance with clause 8 above in which case clause 8.4 to 8.6 (inclusive) will apply depending on the relevant notice given.

- 9.10. In the event that you or any member of your party display symptoms consistent with or test positive for any relevant pandemic/epidemic in Antarctica and/or during the programme, those who test positive will be assessed by the White Desert camp doctor, who will decide whether they may be permitted to take part in the remainder of the programme or whether they will instead require emergency evacuation from Antarctica and/or to self-isolate. If they require medical evacuation and/or to self-isolate, any costs or expenses involved, including the cost of the evacuation flight, will be at their own expense. In such event, we will have no liability due to any failure in the performance of the remainder of the programme and will be unable to make any refunds, pay you any compensation or meet any costs or expenses you or any member of your party incur as a result.

- 9.11. As explained in clause 3.5, if any member of your party requires emergency evacuation from Antarctica on an unscheduled flight as a result of testing positive for any relevant pandemic/epidemic then you will be required to reimburse us for any costs which we incur as a result. In the event of non-payment of such costs by your insurers, you will be liable to pay such costs to us in full.

10. CHANGES TO THE ITINERARY

- 10.1. 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 scheduled itinerary may need to be made in the interests of safety and/or the health of guests and staff, due to operational factors or for other reasons associated with travel to a polar environment.

- 10.2. We reserve the right (at our sole and absolute discretion) to alter the scheduled itinerary, or to omit any part of the scheduled 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.

- 10.3. We will endeavour to give you as much advance notice as possible of any changes to the scheduled itinerary but, due to the nature of the circumstances, it may not always be possible to give advance notice of any such changes and, consequently, we reserve the right to make any such changes at any time and without any prior notice.
- 10.4. Possible changes to the scheduled itinerary may include (without limitation):
 - 10.4.1. changes to the departure date or departure time(s) from Cape Town to Antarctica and/or the return date from Antarctica to Cape Town - this may result in either an extension or curtailment to the overall duration of the programme;
 - 10.4.2. 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 various factors including, but not limited to, forecast and actual weather, runway conditions, availability, client numbers, permissions and other operational concerns;
 - 10.4.3. the omission of the “South Pole flight” (if any) or “Emperor Penguin Flight” (if any) from the scheduled itinerary.
- 10.5. If we notify you of any substantive changes to the scheduled itinerary, prior to the scheduled commencement date 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 above will therefore apply.
- 10.6. If we notify you of any changes to the scheduled itinerary after the scheduled commencement date of the programme, then you will not be entitled to cancel the booking (or the booking of any member of your party).
- 10.7. If any change to the scheduled itinerary involves the omission of the “South Pole Flight” (for guests on the South Pole & Emperors Itinerary) or the “Emperor Penguin Flight” (for guests on the “South Pole & Emperors” itinerary or the “Early Emperors” itinerary) then we will refund you, on a per person basis, for these specific elements of the programme in the following amounts:
 - 10.7.1. South Pole flight: \$8,000 (USD) per person; and
 - 10.7.2. Emperor Penguin flight: \$4,000 (USD) per person.
- 10.8. If we do alter the scheduled itinerary or omit any part of the itinerary, during the programme, then (except as stated in clauses 10.5 and 10.7) 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 of your party arising directly or indirectly from any such alteration or omission.

11. CHANGE OF BOOKING BY YOU

- 11.1. 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:
 - 11.1.1. the change is notified to us not less than one (1) month before the scheduled commencement date of the programme;
 - 11.1.2. you supply us with a medical report for the replacement member of your party which is acceptable to us;
 - 11.1.3. such replacement member is adequately insured in accordance with clause 3;
 - 11.1.4. such replacement member executes a separate deed of waiver in accordance with clause 16.1; and
 - 11.1.5. such replacement member agrees in writing to comply with these terms and conditions.
- 11.2. Any changes to any member of your party made within one month before the scheduled commencement date of the programme will only be accepted subject to White Desert’s best efforts. If, in our reasonable opinion and at our sole discretion, it is not possible to accept the

change at such short notice, it will be treated as a cancellation by you and therefore clause 8 will apply.

12. MEDICAL REPORTS

- 12.1. Within one month after booking you must provide us with medical reports for each member of your party.
- 12.2. No member of your party will be permitted to participate in the programme unless the medical report supplied for that member is acceptable to us.
- 12.3. If any medical report supplied for a member of your party is not acceptable to us then we reserve the right, at our sole 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 12.1 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.
- 12.4. 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 of your party is no longer in a satisfactory state of health to participate in the programme, we reserve the right (at our sole 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.
- 12.5. If during the course of the programme our group leader and/or camp doctor 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 will 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 such member not being able to participate in the programme.
- 12.6. If during the course of the programme our group leader and/or camp doctor considers that (in his or her reasonable opinion) the health of any member of your party is at risk, he or she has full authority to order a medical evacuation including repatriating the individual(s) to Cape Town. The costs of this medical evacuation will be borne by the individual(s) in accordance with clause 3.5.

13. CONDUCT

- 13.1. 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 13.2 below or behaved in a manner which is, or is deemed likely to be, detrimental to the safety, enjoyment or well-being of any other members of your party, any other participants on the programme or any of our representatives, 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 will 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 such member being unable to participate in the programme.
- 13.2. 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.

14. COMPLAINTS

- 14.1. 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.
- 14.2. 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. Any such refunds can only be sanctioned by our Managing Director. Accordingly, we will not be bound by any written or verbal offer of a refund that is made by any such person(s).

14.3. Should you have a complaint, please write to us at patrick@white-desert.com

15. AUTHORITY OF GROUP LEADERS

15.1. 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.

16. LIMITATION OF LIABILITY

16.1. This clause 16 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.

16.2. 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.

16.3. 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 or excluded by law.

16.4. Subject to clause 16.3:

16.4.1. 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, any loss of profits, loss of business, depletion of goodwill or loss of contracts);

16.4.2. our total liability to your party (as a whole) in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of this contract shall, in all circumstances, be limited to the aggregate amount of the programme price that is paid to us by your party (as a whole); and

16.4.3. our total liability to any individual member of your party in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of this contract shall, in all circumstances, be limited to the amount of the programme price that is paid to us by that individual member of your party.

16.5. We will not accept responsibility for any expenses incurred by you or your booking agent in preparation for the programme including (without limitation) the cost of any 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.

16.6. 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.

17. VOLUNTARY ASSUMPTION OF RISK

17.1. 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 deed of waiver in respect of this.

18. INVALIDITY

18.1. 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

19. DATA PROTECTION

19.1. Your privacy and personal information are important to us. Any personal information you provide to us will be dealt with in line with our Privacy Policy. Our Privacy Policy is available on our website at www.whitedesert.com and explains (i) what personal information we collect from you (ii) how and why we collect, store, use and share such information (iii) your rights in relation to your personal information and (iv) how to contact us, and our supervisory authorities, if you have a query or complaint about our use of your personal information.

20. ENTIRE AGREEMENT

20.1. Except in the case of fraud or fraudulent concealment, these terms and conditions together with the deeds of waiver and medical reports (referred to in clauses 17 and 12) comprise the whole of the contract relating to the provision of the programme and the supply of services to you by us.

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

20.3. You and each member of your party acknowledge 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.

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

21. WAIVER

21.1. 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 by any party shall prevent any other or further exercise of that (or any other) right by any party.

22. THIRD PARTY RIGHTS

22.1. 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.

23. GOVERNING LAW

23.1. 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 the contract.

23.2. 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 / / (dd/mm/yyyy)

Signature

Name (please use block letters)

Company Name

APPENDIX 1 – STANDARD INCLUSIONS & EXCLUSIONS

1. STANDARD INCLUSIONS

- 1.1. Safety briefing (return transfers provided)
- 1.2. Return transfers from Cape Town, Franschhoek and Stellenbosch to Cape Town Airport for private Antarctic flights
- 1.3. Return flight to Antarctica (inc. 30kg baggage allowance)
- 1.4. All accommodation, food and drink (including all alcohol) in Antarctica
- 1.5. All guiding fees, support of field guides and logistics staff
- 1.6. The use of certain items of polar clothing, as denoted on equipment list
- 1.7. Payment by White Desert Ltd of a 'Carbon Tax' for offsetting emissions created by all logistics associated with Antarctic travel

2. STANDARD EXCLUSIONS

- 2.1. Commercial flights to and from Cape Town, South Africa
- 2.2. Accommodation and meals whilst in Cape Town
- 2.3. Polar clothing (you will be sent a tailored kit list in advance of your trip to help you purchase the necessary items)
- 2.4. Comprehensive insurance cover (White Desert staff can advise you as to the appropriate cover required)
- 2.5. Additional expenses incurred in Cape Town due to any delay
- 2.6. Additional baggage costs over the agreed amount
- 2.7. Use of a satellite phone whilst in Antarctica
- 2.8. Discretionary gratuities not included