



SIM EXPEDITIONS

Cape Horn • Tierra del Fuego • Antartica

Terms & Conditions (Seven-page Document)

The payment of any deposit or full payment for a cruise shall constitute consent to all the provisions contained herein. This is stated in a formal contract that is available if required. In absence of a contract all the points below still apply and are binding. This Terms & Conditions are governed by the laws of Chile and any dispute shall be finally resolved by the Chilean courts of justice.

The cost is made up of the “Participation Fee” and the “Operation and Provision Costs Flat Rate”.

A Standard CREW-Sailing Trip “Participation Fee” includes:

- Participation on board of the sailing vessel.
- Own berth on board.
- Expenses of the permanent crew.
- Life jacket (PFD) with harness.

If you have your own automatic inflation Lifejacket, you are invited to bring it on board.

- Linen which includes a cozy “Duvet”.
- Towel.
- Limited Access to IRIDIUM satellite communication device. Transmissions costs are not included.
- Access to interpretative material such as nautical charts and a petite on-board thematic library.



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A Standard CREW-Sailing Trip “Participation Fee” does NOT include:

- Necessary visa, immigration and COVID-19 obtained procedures.

Please check whether you need a visa or other entry requirements for Chile or for other countries that you will visit during the trip.

- Travel cost to and from embarkation and disembarkation port such as airfare, hotels, taxi, restaurant, and others.
- Personal clothing and gear - unless otherwise stated.
- Personal medications. A general medical kit is available on board, despite this we recommend you consult your doctor and bring your personal medical kit.
- Any cost related to COVID or their measures.
- Transmission costs from the use of the IRIDIUM Satellite Communication Device.
- Access to laptop or personal computers. The vessels do have this equipment on board, but they are exclusively for the skipper's use for weather forecast reports, emergency communication, and others. No unknown USB drives can be plugged to this equipment either. We recommend bringing your own storage device.
- Personal Accident and Evacuation Costs.

“Operation and Provision Costs Flat Rate”:

The Flat Rate of 45 € per person/day is to be paid cash on board. It is to cover the cost of food consumed on board and running boat costs.

A Standard CREW- Sailing Trip “Operation and Provision Costs Flat Rate” includes:

- Governmental travel permissions for the vessel.
- Harbour and marina fees - unless otherwise indicated.
- Food and non-alcoholic beverages.
- Vessel running costs. Fuel, oil, gas, water, electricity. Maintenance and repair.
- Final cleaning of the vessel.



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A Standard CREW-Sailing Trip “Operation and Provision Costs Flat Rate” does NOT include:

- Personal visa fees.
- Personal immigration & visitor fees.
- Any cost related to COVID or COVID measures.
- Permissions and or cost for special activities. (Sport, filming, science, etc.)
- Expenses once ashore.
- Beer, wine, spirits, and other alcoholic beverages.
- Special and personal dietary supplements. (i.e. power bars, energy drinks, freeze dried meals, etc.)
- Personal body care products.
- Third-party services.

Crew and Participants:

Santa Maria and Santa Maria Australis are sailing with a permanent crew of minimum two.

Santa Maria - Number of participants: 5, occasionally 6. Maximum capacity: 8.

Santa Maria Australis - Number of participants: 6, occasionally 7. Maximum capacity: 12.

Our sailing trips may not be suitable for those with physical disabilities or those undergoing medical treatment. By signing this agreement, the participant guarantees medical fitness for the journey provided in this agreement.

Character of the trip:

All our sailing trips and other activities offered by “SIM Expeditions Ltd.” have a sportive character and are categorized as Expeditions. The yachts are small boats, not cruisers. During the expedition, the participants are a necessary part of the crew. The participant agrees that he will participate in routine work, daily activities and manoeuvres as far as his/her abilities and capabilities are permitting.



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Vessel Insurances:

Santa Maria and Santa Maria Australis are fully insured against total loss, fire and collision damage, third-party liability, and personal injury of participants on board. The participant accepts these insurance conditions and agree to do not ask for any more compensation in case of accident than those covered by these insurances. If the participant wishes to be more covered, he has to take one own additional insurance prior the expedition.

Personal Insurances:

Arrange to take out a suitable Travel Insurance Cancellation. Common reasons for buying Travel Cover include the possibility of medical emergencies, whilst you are away and losing luggage either on your way there or back.

Sailing trips and other sportive activities in remote areas like Cape Horn, Antarctica and South Georgia, still implies a higher risk to ship and life. Costs of rescue rapidly increase to very high sums.

To participate in our Antarctica and South Georgia Expeditions, it is therefore required that you take out a suitable Travel Accident and Rescue Insurance.

Although, the sailing vessels Santa Maria and Santa Maria Australis, are built for high latitude sailing and they are equipped with all necessary safety equipment, the participant recognizes that he/her cannot compare these areas with common sailing destinations.

Please be aware that, any activity targeted outside the vessel will be undertaken under the participant own risk.

Booking:

To secure a charter, 1/3rd of the total fee should be paid on booking, the second 1/3rd three months prior to departure and the balance six weeks before departure.

Cancellation:

If the client cancels earlier than three months before departure, they forfeit the first 1/3 of the total charter fee. After three months and up to six weeks they forfeit 2/3rds of the charter fee. After the six weeks, they forfeit the total fee.



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Strongly recommended:

These voyages are to remote parts of the world and Turismo SIM and the master of the vessel reserve the right to alter itineraries without notice due to catastrophic weather, unfavourable political conditions and for any other reason beyond our control.

Therefore, it is recommended:

To purchase a changeable airline ticket.

To plan your arrival at your embarkation port the evening before boarding the yacht.

To arrange your return flight the day after disembarking the yacht.

Event of Force Majeure:

In this Agreement “force majeure” means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the operator or the participant (including, but not limited to strikes, lock-outs or other labor disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm or very bad weather conditions, collision, grounding, fog, governmental act or regulation, global suspension of sailings, Travel Ban, unexpected flying restrictions), that may affect the travel plans of either contracting party - even if this happens once contract has been signed and the installments have been paid, there is not any compensation for the participant except by the goodwill of the operator.



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Coronavirus (COVID-19) - Participants Information

Due to the ongoing impact of Coronavirus (COVID-19 and their variants), we are continuously checking the information on entry restrictions and quarantine regulations in the countries involving our trips. Safety guidelines should be followed for ensuring a safe shipboard. Safety and wellbeing of our travelers and staff remains our priority.

By the acceptance of this agreement the participant knows and accept the reasonable restrictions, that many countries could have in place in a bid to control the spread of COVID-19 and their variants, including but not limited to:

- .- you may need to complete an entry registration providing personal data.
- .- undergo mandatory testing or provide proof of immunity (COVID-19 and their variants vaccine).
- .- comply with quarantine regulations.

The participant is responsible for complying with any official guidance from governments or local authorities. The participant also acknowledges that the suppliers providing your trip, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19 and their variants, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation.

We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- a) Event of Force Majeure.



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b) If you, or anyone in your booking party, test positive for Covid and have to quarantine for a period of time or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid (or where they otherwise suspect they may have Covid) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel.

If this happens whilst you are on your travel, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your travel, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs.

c) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the trip, or that portion of the trip.

These policies have been introduced specifically in response to the Covid pandemic. We are continuing to monitor and respond to the ongoing circumstances surrounding Covid and local government regulations and therefore we may update our policy accordingly in the future.

Right to technical amendments, typing errors, omissions and general errors reserved.