

## IMPORTANT

The Passenger's ticket ("Ticket") and these terms and conditions ("Terms and Conditions") evidence the contract(s) of carriage ("Contract") between the carrier (whether contractual and / or performing) and the Passenger. By accepting the Ticket, the Passenger agrees to be bound by the Terms and Conditions. The Passenger's attention is particularly drawn to the exemptions, indemnities and limitations on liability contained at paragraphs 3, 4, 6, 7, 8, 10, 11 and 13.2 of these Terms and Conditions.

### 1. DEFINITIONS

In these Terms and Conditions:

"Athens Convention" means the International Convention relating to the Carriage of Passengers and their Luggage by Sea 1974, together with any modifications thereto having the force of law in the Pitcairn Islands.

"Carrier" means and includes the owner and/or operator of the Vessel, the charterer of the Vessel, and their employees, agents and independent contractors.

"Journey" means the journey identified on the face of the Ticket.

"Passenger" includes any person, including infants, (whether or not named above) travelling on a Ticket issued by or on behalf of the Carrier.

"Vessel" means the vessel named in the Ticket or any substitute, and its tenders and any other means of transportation by sea under the control of the Carrier.

### 2. RESERVATION PROCESS

2.1 When booking a Journey, the party making the reservation must supply to the Carrier the names of each Passenger. In relation to a Passenger, no Contract will come into force until a Ticket has been issued or the Passenger is otherwise permitted to board the Vessel.

2.2 To comply with various immigration and security requirements, failure to supply at the time of booking details of the passport on which each Passenger intends to travel and details of their next of kin may result in the reservation being cancelled without any liability on the part of the Carrier.

2.3 Where it is proposed that a minor (being a person under the age of 18 at the time of departure) is to travel on the Vessel without the supervision of a parent or legal guardian, before accepting the reservation, a parent or legal guardian in relation to the minor must confirm to the Carrier in writing the full details of the person with whom the minor will be travelling and identifying who is to assume full legal responsibility for the minor's welfare and safety whilst aboard the Vessel ("Nominated Individual"). The Nominated Individual must be over the age of 21 and shall be responsible for control of the minor whilst aboard the Vessel. If the Carrier is not satisfied with the information provided, the selection of the Nominated Individual or proposed arrangements in relation to the minor, the Carrier may, in its absolute discretion, decline passage to the minor without any liability.

2.4 Unless the Carrier agrees otherwise in writing, the Ticket issued for the Journey is valid only for the advertised journey and the person(s) named hereon.

2.5 In the event of unforeseen COVID-19 border closures, transport cancellations or COVID-19 cases/outbreaks affecting clients' travel, inside 7 days of boarding the Silver Supporter, full refunds may be available. Where proven, a full refund applies only to paid reservations on the GPI Charter, MV Silver Supporter This includes any deposits being held. Supporting documentation is required and requests for Covid-19 related refunds must be in writing to [admin@pitcairn.gov.pn](mailto:admin@pitcairn.gov.pn). In all other circumstances, the passenger has the right to cancel the Journey in which case a cancellation fee shall become due and payable in accordance with this Clause 2.5. The operative cancellation date shall be the date on which notice of cancellation is received by the carrier (such notice to be given to the address stated in clause 23 below). The applicable cancellation fee shall be calculated as a percentage of the fare representing the cancelled element of the Journey:

1. 6 days and less before sailing - 100% of fare = no refund.
2. 7 – 21 days and less before sailing 50% = 50% refund.
3. Over 21 days 10% of fare = 90% refund.

### 3. PASSENGER'S WARRANTY OF AUTHORITY

A Passenger who acquires this Ticket on behalf of another person represents and warrants to the Carrier that he or she is duly authorized by and on behalf of each such person to agree to the Terms and Conditions on his or her behalf and the Passenger agrees to indemnify the Carrier against loss, damage or expense incurred as a result of any breach of this warranty.

### 4. THE CONTRACT OF CARRIAGE

4.1 The Contract is expressly subject to:

- 4.1.1 the Terms and Conditions which are hereby incorporated therein;
- 4.1.2 the provisions of any legislation compulsorily applicable to the carriage of the Passenger;
- 4.1.3 the Athens Convention which, so far as not otherwise compulsorily applicable to the carriage of the Passenger, is hereby incorporated into and forms part of the Contract.

4.2 Any term of the Contract which is inconsistent with or repugnant to any extent to any applicable legislation or to the Athens Convention shall be void to that extent but no further. Nothing in the Terms and Conditions shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability.

4.3 The Carrier may, by written notice to the Passenger, amend the Terms and Conditions. If the Passenger does not accept the amendments, the Passenger may, by giving the Carrier written notice (such notice to be given to the address stated in clause 24 below) within 5 working days cancel the Ticket and the Carrier shall refund the fare in full.

### 5. FARE

5.1 The fare is notified to the Passenger at the time of placing the reservation (and shown on the face of the Ticket). The fare will not be increased except in the event of variations in:

5.1.1 transportation costs, including the cost of fuel;

5.1.2 dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation taxes or fees at ports or airports; or

5.1.3 currency exchange rates.

5.2 No fare increase will be made in respect of the variations set out above where the amount such increase is equivalent to 2% or less of the fare. In any event, no fare increase will be applied within 30 days of the scheduled departure date. The Ticket does not entitle the Passenger to make the Journey until the fare has been paid in full.

5.3 The Carrier reserves the right to charge a bunker / currency surcharge additional to passenger sea fares and freight rates.

### 6. THE ATHENS CONVENTION

6.1 The Athens Convention in most cases limits the Carrier's liability for death or personal injury or loss of or damage to luggage (including a vehicle) and makes special provision for valuables. The Athens Convention presumes that luggage has been delivered undamaged unless written notice is given to the Carrier:

6.1.1 in the case of apparent damage, before or at the time of disembarkation or redelivery;

6.1.2 in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

6.2 The Athens Convention provides that any action for damages arising out of the death of or personal injury to a passenger or for the loss or damage to luggage shall be time-barred after a period of two years.

### 7. CARRIER'S LIABILITY

The Carrier's liability shall be determined in accordance with English law and the Terms and Conditions of the Contract as defined at Clause 4 above. The Carrier shall be entitled to limit its liability in accordance with the Athens Convention and/or any other applicable international convention concerning the limitation of liability for maritime claims. The Carrier shall not be liable for any delay or inconvenience or for any other damage, loss or expense, howsoever caused, resulting therefrom, suffered by the Passenger.

### 8. LIABILITY OF THE CARRIER'S EMPLOYEES AGENTS AND INDEPENDENT CONTRACTORS

By accepting carriage on the Terms and Conditions of the Contract, the Passenger shall be deemed to offer to the Carrier (as agent for his employees, agents and independent contractors) the benefit of every exemption from and limitation of liability and of every defence or immunity from claim provided for the benefit of the Carrier under these Terms and Conditions and/or any applicable provision of law and/or the Athens Convention, which offer the Carrier hereby accepts. The consideration for such offer and for any contract made pursuant thereto shall be the provision or prospective provision by the relevant person of any services for the benefit, whether direct or indirect, of the Passenger or in connection with the performance by the Carrier of its obligations under these Terms and Conditions. The aggregate amounts recoverable from the Carrier and any such employee, agent or independent contractor shall in no case exceed limits provided by the Contract and/or any applicable provision of law and/or the Athens Convention.

### 9. OBEDIENCE TO INSTRUCTIONS

The Passenger must obey all instructions of the Carrier, its employees and agents whilst on the Carrier's premises or on the Vessel. In particular, but without limitation, the Passenger must comply with any regulations which the Carrier or the Master of the Vessel may at any time deem necessary for the general good order, comfort, security and safety of the Vessel and all aboard the Vessel.

### 10. FORCE MAJEURE

The Carrier shall not be liable for death, personal injury, illness, damage, delay or any other loss or detriment to personal property if the same is caused by, without limitation, war or threat of war, riot, civil commotion, disaster, Act of God, terrorist activity, natural and nuclear disaster, fire, technical problems with transport, closure of ports, strikes or other industrial action, interference by authorities, requisitioning of Vessel, perils of the sea, collision or any other cause whatsoever beyond the reasonable control of the Carrier. Both before and during the Journey, the Carrier shall be entitled at any time, without liability to the Passenger, to delay, cancel or curtail the sailing of the Vessel due to any reason of force majeure as aforesaid which for

this purpose shall include weather which in the sole opinion of the Master may endanger the safety, comfort or convenience of the Vessel, her Master and crew and passengers

#### **11. RIGHT TO CHANGE ITINERARY**

The Carrier shall have the right at its sole discretion and without any liability to the Passenger to depart from the scheduled itinerary for the Journey, to delay, advance or cancel any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by another Vessel and/or by another means of transportation, to require the Passenger to disembark from the Vessel temporarily or permanently, to tow or to be towed or to assist other vessels or to perform any similar act which in the sole judgement and discretion of the Carrier and/or the Master is justified. Where a Journey is cancelled or curtailed pursuant to this Clause 11, the Carrier's sole liability will be to grant the Passenger a full refund in respect of the fare or to offer the Passenger a substitute journey.

#### **12. EMBARKATION**

**12.1** Each Passenger must arrive and must have completed all immigration formalities (if applicable) at least 30 minutes before the scheduled sailing time of the Vessel, or such other period of time as the Carrier may announce from time to time. Any Passenger who fails to arrive at the place of embarkation at the proper time shall be deemed to have cancelled his journey and the Carrier shall be entitled to retain the fare in full and/or recover the same from the Passenger.

**12.2** Proper travel documentation and eligibility to travel is required at the embarkation and throughout the Journey.

**12.3** A Passenger shall not be entitled to occupy any cabin or berth which has not been specifically allotted to him aboard the Vessel. The Carrier may, in its absolute discretion, move any Passenger to cabins other than that allocated to such Passenger and in the event that the cabin is of a lower grade than that paid for by the Passenger, the Passenger shall be reimbursed the difference in price.

#### **13. FITNESS TO TRAVEL, ILLNESS, DISABILITY AND INSURANCE**

**13.1** The Passenger warrants that the Passenger and those travelling with him are physically and psychologically fit to travel at the time of embarkation and have no medical or psychological condition that would endanger any other passenger or crewmembers or result in a deviation of the voyage. The Passenger acknowledges that all or part of the Journey may be in areas where medical care and evacuation may not be obtainable during the Journey on board and/or ashore in port of call.

**13.2** Each Passenger must inform the Carrier at the time of reservation of any disability, infirmity, mobility problem or condition or course of medication requiring special care, attention or treatment. If any such disability, infirmity, problem or condition arises after booking, the Passenger must notify the Carrier as soon as reasonably practicable. The Carrier reserves the right to require sight of a doctor's certification. If it appears to the Carrier or the Master of the Vessel that a Passenger is or may be unfit for travel or is likely to endanger his health or safety or the health and safety of any other person on board the Vessel, the Carrier or Master of the Vessel may refuse to embark or disembark the Passenger at any port, transfer the Passenger from one cabin to another, confine, restrain or otherwise deal with the Passenger as they deem necessary. In such circumstances, the Passenger shall not be entitled to any compensation or refund of any fare paid, nor shall the Carrier or Master of the Vessel be required to pay the Passenger any fines, costs or expenses as a result.

**13.3** It shall be a condition of the Contract that the Passenger maintains adequate travel and medical insurance for the Passenger and any minor for whom the Passenger is responsible for the entire duration of the Journey. Such insurance must include adequate cover in respect of: (a) any losses, damages or expenses suffering by the Passenger arising from the Vessel's delay, late arrival at any port of call or cancellation of any port of call and the consequences thereof, (b) injuries, and (c) the Passenger's liability under clause 22. Evidence of such insurance shall be provided by the Passenger upon request by the Carrier. The Passenger is strongly advised to arrange insurance to cover cancellation or curtailment by reason of Passenger illness or injury, which at least protects the Passenger's deposit. The Carrier reserves the right to refuse passage to any Passenger without valid and adequate insurance as described in this Clause or who is unable to provide evidence of such insurance.

**13.4** Where appropriate, the Carrier will render general assistance to any Passenger who suffers illness, personal injury or death during the Journey and any expense reasonably incurred on behalf of the Passenger in that regard (including, without limitation medical and repatriation expenses) shall be repayable to the Carrier on demand.

#### **14. FREE LUGGAGE ALLOWANCE AND CABIN LUGGAGE**

**14.1** The Passenger may carry free of charge luggage not exceeding 30 kgs in weight, or such other weight or cubic volume allowances as the Carrier may announce from time to time. The Passenger shall pay a charge for the carriage of luggage in excess of the free luggage allowance at the applicable rate from time to time published by the Carrier.

**14.2** The Passenger may carry with him on board the Vessel as Cabin Luggage one item of hand luggage provided that it is within the weight allowance referred to in Clause 14.1. Any additional items of luggage, or any such items which are in excess of the said allowance, will only be accepted as checked luggage in the custody of the Carrier. The checked luggage must not exceed

300mm X 1000mm X 700mm in measurement or 25kgs in weight. Cabin Luggage, for the purposes of this Clause 14, means luggage which the Passenger has in the passenger cabin or is otherwise in his possession, custody or control.

#### **15. CHECKED LUGGAGE AND VALUABLES**

**15.1** Upon delivery to the Carrier of luggage to be checked, the Carrier shall take custody thereof and issue a luggage identification tag for each piece of checked luggage. If luggage has no name, initials or other personal identification, the Passenger shall affix such identification to the luggage prior to acceptance.

**15.2** The Carrier may refuse to accept luggage as checked luggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

**15.3** Checked luggage will be carried on the same Vessel as the Passenger unless the Carrier decides that it is impracticable, in which case the checked luggage will be carried on the next Vessel on which space is available.

**15.4** The Passenger's attention is drawn to the provisions of Article 5 of the Athens Convention which provides that the Carrier shall not be liable for the loss of or damage to moneys, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the Carrier for the agreed purpose of safe-keeping.

#### **16. BAGGAGE, PROHIBITED LUGGAGE AND ARTICLES**

**16.1** All specie, bullion, works of art, collectors' pieces or other treasure carried as part of the Passenger's personal effects above the value of £500 must be shipped as treasure and paid for at the current rates of freight. All such items must be specially declared prior to shipment and unless a written declaration as to the true nature thereof has been signed by the Passenger and freight paid thereon and an appropriate bill of lading or non-negotiable receipt has been issued by the Carrier, the Carrier shall not in any circumstances be liable in respect thereof and then only if the goods in question were in the custody of the Carrier. A Passenger found to have infringed this Clause 16.1 will, in respect of any goods which have not been specially declared, shall be liable to a charge at the current applicable rate of freight and shall indemnify the Carrier against any charges and/or expenses incurred by the Carrier arising from a breach of this Clause 16.1.

**16.2** No Passenger is permitted to take on board the Vessel:

**16.2.1** any live poultry, fish, shellfish, household pets or other animals; or any honey products or products derived from bees (subject to clause 16.3).

**16.2.2** any dangerous or prohibited articles or other articles of the kind referred to in Clause 17.

**16.3** Honey products or products derived from bees from the Pitcairn Islands may be carried on board the Vessel from the Pitcairn Islands to Mangareva.

**16.4** The servants or agents of the Carrier shall be entitled to search any Passenger and/or their luggage and goods travelling with them to ascertain whether there are any articles within the provisions of this Clause 16. The Passenger agrees to allow such search upon being requested by the Master of the Vessel or other authorised servants or agents of the Carrier to do so.

**16.5** The Carrier may further refuse to permit on board any items which in the opinion of the Carrier are unsuitable for carriage by reason of their weight, shape, size or character.

**16.6** If any of the Passenger's baggage intended for conveyance on the Vessel is left behind at any port for any cause whatsoever, including the negligence of the Carrier, the Carrier will endeavour to forward such baggage, if properly labelled or identified as the property of the Passenger, to its port of destination at the first convenient opportunity, unless the Carrier receives written instructions to the contrary from the Passenger. The transit of such baggage shall remain subject to these Terms and Conditions and in no event shall the Carrier be subject to any greater liability in respect of such baggage than is set out under these Terms and Conditions.

**16.7** The Carrier shall have a lien upon and a right, in its absolute discretion, to sell by auction or otherwise, any baggage or other property of the Passenger in satisfaction of the fare or other charges or monies becoming in any way due to the Carrier, such right to be exercisable without notice to the Passenger upon the Passenger leaving the Vessel or failing to embark.

#### **17. DANGEROUS GOODS**

**17.1** The Passenger warrants that no goods brought aboard by him, whether in his luggage or otherwise, are contraband, arms, ammunition, prohibited by any Government, of a dangerous nature or such as to endanger the health or safety of any other Passenger and will be absolutely responsible for and will fully indemnify the Carrier against any detention of the Vessel and any penalties, fines, expenses, loss, damage or liability of whatsoever kind resulting from a breach of this warranty. The Carrier, its servants and agents shall be at liberty in their absolute discretion to jettison, land, destroy or render innocuous any such goods and the Passenger shall pay all charges and expenses incurred in or in consequence of such act by or on behalf of the Carrier.

**17.2** The Passenger expressly agrees that the Master of the Vessel and/or his delegated officer(s) shall be entitled to enter the cabin aboard the Vessel occupied by the Passenger for the purposes of searching for any dangerous or prohibited goods (including, without limitation, those the goods outlined in Clause 17.1) or for the purposes of investigating any alleged offence or for any purpose associated with the repair or maintenance of the Vessel.

## 18. SMOKING AND ALCOHOL POLICY

- 18.1 Smoking or vaping (e-cigarette) is not permitted on the Vessel except in designated outside areas. It is an offense to obstruct or disconnect any fire / smoke alarms on the Vessel.
- 18.2 No alcohol may be brought on board for consumption during the Journey without the prior approval of the Master. The carrier reserves the right, at its direction, to confiscate without compensation any alcohol. Alcohol may only be consumed on board that has been purchased on board.

## 19. REFUSAL OF EMBARKATION

- 19.1 The Carrier may refuse to allow on board any Passenger who is:
- 19.1.1 in possession of any animal or goods of the kind referred to in Clause 13 or who has an excessive quantity of luggage or who refuses to submit himself or his luggage or goods to a search when requested to do so;
- 19.1.2 not in possession of a proper document valid at the ports of embarkation and disembarkation; in the opinion of the Carrier drunk, seriously ill or suffering from infectious disease or who is behaving in such a manner as to be undesirable or to constitute a threat to safety or comfort of any other Passenger.
- 19.2 In the event of refusal of permission to board under Clause, 19.1, no refund of fare will be made.

## 20. VALIDITY OF TICKET

Tickets are valid only for the date and time of sailing stated thereon and are not transferable except at the option of the Carrier. If the Passenger for whatever reason cancels his Ticket or does not embark, any fare paid shall be forfeited in full. Each Passenger should note that refunds will only be given by the Carrier in the circumstances specified in Clauses 2.5, 11 20.

## 21. REFUNDS

- 21.1 The Carrier's sailing schedule is subject to change and/or cancellation by the Carrier with or without prior notice in accordance with Clause 11. Where any sailing is cancelled or delayed, or where any sailing is accidentally overbooked as a result of any malfunction or maloperation of the Carrier's ticket booking system (whether or not such overbooking is caused by the negligence of the Carrier or its servants or agents) the Carrier may:
- 21.1.1 cancel any Ticket;
- 21.1.2 substitute any other vessel and/or sailing date and time for that stated on the Ticket. The Carrier's rights under this Clause are exercisable whenever the Carrier may in its absolute discretion think fit, and whether or not the cancelled, delayed or overbooked sailing is that stated in the Ticket.
- 21.2 Where in accordance with Clause 21.1:
- 21.2.1 any Ticket is cancelled by the Carrier; or
- 21.2.2 any sailing time or date is substituted whereby the commencement of the voyage is altered by more than 3 hours from that stated on the Ticket, and the Passenger does not travel at the substituted time or date, the fare paid by the Passenger or, as the case may, the excess, will be refunded on application to the ticket office within 1 month of such cancellation or substitution, and on presentation of the Ticket.

## 22. PASSENGER LIABILITY

- 22.1 The Passenger shall be liable to and reimburse the Carrier for all damage to the Vessel and its furnishings and equipment and/or any property of the Carrier caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Passenger or by any act or omission of any minor for whom the Passenger is responsible, and any resulting costs, expenses or losses. The Passenger shall indemnify the Carrier fully against any and all liability which the Carrier may incur arising from any personal injury, death, loss of or damage to property caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Passenger or by any act or omission of any minor for whom the Passenger is responsible.

## 23. LAW AND JURISDICTION

The Contract shall be governed by English law and, subject always to the applicable provisions relating to jurisdiction of the Athens Convention, and any dispute thereunder (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the Courts of England.

## 24. NOTICE

Any notice to be given to the Carrier shall be given in writing to the following email address: [admin@pitcairn.gov.pn](mailto:admin@pitcairn.gov.pn), or by fax to: +64-9-366-0817

### Important Legal Information about visiting Pitcairn Island

The remoteness of Pitcairn Island (Pitcairn), as well as its unique history and dramatic landscape, is part of the Island's attraction as an adventure destination. But these features also present certain risks. Note that, under Pitcairn law, the liability of the Crown and of the Pitcairn Islands Government and its employees for loss or damage to property and for death and personal injury is excluded pursuant to s 22 of the Immigration Control Ordinance 2006. Visitors to Pitcairn should arrange their own insurance. Medical insurance covering evacuation costs is, by s 19 of the Ordinance, mandatory. The exclusion of liability in s 22 reads as follows:

#### PART X—GENERAL PROVISIONS

##### Exclusion of Official Liability

22.—(1) Where any person visiting the Islands, whether pursuant to any permit or clearance issued under this ordinance or not, sustains any damage to or loss of property or suffers personal injury or death by accident, there shall be no liability in law for compensation or damages arising directly or indirectly out of such damage, loss, injury or death, notwithstanding any rule of law or any enactment to the contrary, on the part of the Crown, the Governor, the Island Council or any member or members thereof, or any person by virtue of any statutory function or duty, or any other person acting in any function or capacity as servant, employee, agent or delegate of the Crown, the Governor or the Island Council.

(2) Without prejudice to the generality of subsection (1), the act of visiting the Islands shall be deemed to commence, if landing by means of a Pitcairn boat, at the moment of boarding it from another vessel or, if landing by other means, at the moment of stepping ashore; and to end, if departing by means of a Pitcairn boat, at the moment of leaving it to board another vessel or, if departing by other means, at the moment of leaving the shore.

**Visitors to Pitcairn should arrange their own insurance. Medical insurance covering evacuation costs is, by s19 of the Ordinance, mandatory.**