INFORMATION
GENERAL TERMS AND CONDITIONS OF SALE AND TRANSPORT.

Preamble.

These general terms and conditions of sale and transport shall be subject to the Athens Convention of 13 December 1974 and all related agreements. Moreover, French law shall apply to all other aspects outside of the scope of application of the Athens Convention.

The transport Contract shall be valid for the passenger for whom it is established, as of the date, and for the ship or the like; it may not be transferred to another passenger.

These terms and conditions of sale and transport shall define the Contract between the Passenger and the Transporter, as the latter shall be bound by its terms.

No change to these terms and conditions may be made without the written approval of the Director of the shipping company. These terms and conditions shall be inseparable, and the invalidity of one clause may not cause the invalidity of the other clauses or all the terms and conditions of sale and transport.

Definitions.

- The following definitions shall apply to the terms and conditions of sale and transport
- "Transporter" shall refer to the Owner, the Charterer of the Vessel, its staff or agents.
- "Contract" shall mean the transport contract between the Passenger and the Transporter following the terms of the Conditions of sale included in these Terms and Conditions of sale and transport.
- "Organiser" shall refer to a third party with whom the Passenger has signed a contract for his trip.
- "Luggage" shall refer to bags, packets, suitcases, trunks, item and others belonging to or being transported by the Passenger, including carry-on luggage, hand luggage, articles belonging or being transported on behalf of the Passenger or left under the care of the Transporter, and all other goods of the Passenger whatever they may be.
- "Captain" shall refer to the person in charge of commanding the Ship at any moment.
- The "Passenger" shall refer to the purchaser of the ticket or any person whose name appears on the Booking Form, including children, their guardian, legal guardian, heirs and children or persons travelling with him or her, or under his protection, whether or not his name is mentioned on the ticket.
- "Minor" shall refer to children below 16.
- "Ship" shall refer to the Ship mentioned for reference purposes or any other Ship being the property, chartered by, or under the control of the Transporter.
- "Voyage" shall refer to the cruising trip booked by the Passenger.
- The "Athens Convention" shall mean the Athens International Convention of 13 December 1974 relating to the Carriage of Passengers and their Luggage by Sea and all related agreements.

INFORMATION ABOUT CRUISES.

The provisions below shall apply, without restrictions nor reservations, to all cruising trip offered by the Transporter.

1. FARES.

a.Structure.

Fares shall be set as per person, based on the occupancy of a double cabin, and calculated in number of nights.
Fare discounts granted for 3rd or 4th passenger occupancy in a cabin shall only apply to the latter.

Services included

Fares shall include:

- time spent on board on full board,
- soft drinks,
- group light meals out of mealtimes,
- group excursions and animations stated on the agenda of each of the stopover,
- port taxes

Services not included

Fares shall not include:

- spirits or alcoholic drinks,
- purchases from the shop on board,
- individual activities chosen by passengers at stopovers,
- medical expenses of whatever nature, on board or at stopover,
- tips,
- internet connection,
- laundry available to passengers,
- transfers,
- various options requested by a passenger,
- as well as personal expenses before, during or after the cruise, whatever the cause or origin.

d. Transfers

The transfer of passengers at cruise boarding or disembarkation towards the airport, or any accommodation ashore, shall not be borne by the Transporter. However, these transfers may be organised by the latter upon the optional request of passengers, with the related costs being added to the cost of time spent on cruise.

2. BOOKING

a. Contacts

- Bookings may be made by your travel agency, our affiliated agencies, or directly online on this website.

- For all additional information, thank you for contacting the Société de Navigation des Australes (Austral Shipping Company) : phone (+689) 40 509 605.

- Besides booking with direct payment online, the passenger may send a complaint email to the Transporter in order to lay down an option corresponding to the date, type of cruise as well as to the cabin of his choice.

- Through a return email of fax, the Transporter shall confirm availability by issuing an option number and an estimate valid for the next 7 days.

- Failure by the passenger to pay a minimum of 50 % corresponding to the value of the estimate within the 7-day deadline, to pay either by bank card or SWIFT international bank transfer into the Transporter's account, the option shall be automatically rescinded from the schedule on the eighth day following confirmation of the option by the Transporter.

- Bookings done via the internet shall be considered as being contracted on the territory of the Transporter's residence. A booking form shall be filled in. Bookings made through the online booking system shall automatically and unconditionally imply the endorsement of the general terms of conditions of sale and transport set forth hereby.

c. Payment schedule

- The price of the cruise, and where applicable that of the various additional options chosen by the passenger and mentioned in the estimate, *shall absolutely be settled no later than sixty (60) days before the boarding date.*

- Upon receipt of the final payment, the Transporter shall issue passenger ticket contract.

- These provisions shall imply that any booking made within a 60-day period from the boarding date shall be paid in cash.

d. Cancellation/penalties

In case of the passenger cancelling his booking, whatever the cause, the following penalties shall apply as compensation to the Transporter. In order to avoid this type of inconvenience, we recommend that you subscribe to a travel insurance policy.

- Cancellation above 70 days from the date the ship leaves Pape'ete: 25 % of deduction from the cruise price.
- Cancellation between 70 and 30 days from the date the ship leaves Pape'ete: 50% of deduction from the cruise price.
- Cancellation below 30 days from the date the ship leaves Pape'ete, or in case of absence of the passenger when the cruise is leaving, the full price of the cruise shall be deducted.

e. Change of date

- After the Transporter confirms the passenger's booking to him, which is concretised by receipt of the first payment and the issuance of a contract number relating to the cruise trip, any change of date, route or cabin, done at the request of the passenger or his travel agency in view of the initial application, shall amount to a fixed penalty of 100 euros per ticket.

- The impossibility for the Transporter to give a favourable reply to requests for changes relating to those of the initial booking may not in any case be considered as a cause to terminate the cruise contract, as the cancellation charges list stated under point 2d above being in this special case automatically applicable.

f. Passenger ticket

- It is name-specific, personal and cannot be acquired by a third party.
- Passengers who do not present a ticket bearing civil status notes identical to those on their passports shall not be able to come on board.
- transport conditions stated in the passenger ticket issued by the Transporter shall repeat these provisions and shall be contractual.
- The booking application submitted by the passenger, or travel agency, shall imply de facto, agreement to these terms and conditions.

3. Flexibility

- The first mission of the Transporter shall be to ensure the supply of goods from the islands.

- In that respect, and quite exceptionally, some round trips may be delayed owing to climatic reasons, for operational necessity or others; similarly the direction of routes initially planned may be reversed for the same reasons.

- In the event of this, the Transporter shall be fully responsible for the cruise extension period of the boarded passenger with regard to the duration contractually laid down by the passenger ticket. This, excluding whatever other compensation by the Transporter.

- In case the boarding date earlier set by the passenger ticket is put back, the Transporter shall not bear any cost related to accommodation and extra trip meal ashore for the post or pre-cruise passenger.

4. Limit of liabilities

- The liability of the Transporter in relation to a death and/or physical injury shall be limited. It shall not in any case exceed the limits mentioned in the Athens Convention.
- The Transporter shall only be liable, in case of death or physical injury and/or loss or damage of luggage, if the Transporter, his staff or his agents are guilty of "offences" as stipulated in the Athens Convention.
- All compensations payable by the Transporter shall be reduced in proportion if the Passenger refuses to accept them as defined in the Athens Convention.
- The Transporter's employees and/or agents shall be covered by the clauses of limitation of liability.
- The Transporter's liability shall be limited to the period during which the Passenger and/or his luggage are on board the ship.

5. Refund

- In case of request for refund, the passenger shall absolutely contact the tour operator who sold the cruise to him.
- Services included in the fare and not used or consumed by the passenger, shall not attract any refund by the Transporter.

6. Luggage

- Since luggage are arranged in the cabin, it shall strongly be recommended to passengers to use travel bags rather than rigid suitcases.
- Before boarding, it shall be the responsibility of passengers to clearly label their luggage marked with their name and No. of their booked cabin.

7. Personal items

- Passengers shall be exclusively responsible for their goods and personal items.
- During boarding, passengers shall have the possibility to hand their goods and valuables to the cruise director to be kept in a chest.

8. Drinking and spending on board

- With a view to simplify and lessen constraints for passengers, all purchases made on board shall not give rise to payment in cash.
- At the passenger's request, a credit account recording all his expenditure made on board shall be opened for him, with each of his purchases giving rise to a receipt endorsed by his signature.
- A few hours before disembarkation, an overall bill for purchases on board shall be served to the passenger who shall then settle it via bank card (VISA international, AMEX), in US$ currency, Euros or Pacific Francs and traveller's cheques.

9. Excursion ashore

- Each of the excursions made ashore during the stopovers is done under the sole responsibility of the service providers involved. In that capacity, Transporter cannot be held liable for any ground whatsoever.
- Passengers who want to scuba-dive (activity available within professional bodies with qualified instructors) only at the RŪRUTU and TUPUA'I stopovers, shall have either their qualification book or a certificate of medical fitness for this activity.

10. Special requests

- Special applications shall be made during booking. The Transporter may not guarantee consideration of a special request made by telephone, email or a travel agent, unless the request has been confirmed in writing by the Transporter. Such requests shall not be part of the Contract.
- The Transporter shall do his best to satisfy reasonable requests.
- The Passenger shall provide on the booking form or special form available on request the most details relating to his request.

11. Doctor

- There shall be no doctor on board the Ship.
- In accordance with rules and regulations, a nurse shall be boarded in consideration of specific criteria on some round trips only.
- The Passenger shall inform the Transporter or the Organiser, before boarding, of any health problem which may affect his capacity to travel.
- The Transporter may refuse boarding if it seems that this passenger is not in proper condition to travel no matter the reason, unless the passenger may produce a medical certificate to assure that he is fit to travel.

12. Expectant women

- The Transporter shall recommend to less than 12-week expectant women to consult a doctor prior to travelling.

- More than 20-week expectant women at the time of travelling shall produce a medical certificate certifying that they are in proper condition to travel.
- The Transporter shall reserve the right to request a medical certificate at any stage of the pregnancy, as well as refusing the trip if the Transporter and/or Captain is not certain that the crossing will not involve any risk for the Female Passenger.

13. Ability to travel

- The Passenger shall certify that he is in proper condition to travel and that his behaviour shall not jeopardise the security of the Ship and that he shall not create discomfort for other passengers.
- In case the Transporter and/or Ship Captain think that the Passenger is not in proper condition to travel, for whatever reason, or that he could jeopardise his health or his security, or jeopardise the health and security of other persons on board or to create discomfort for them, then the Transporter and/or the Captain shall, at any moment, take the following actions depending on the appropriate situation:

  a. Refuse boarding or/and disembarkation of the Passenger in any port

  b. Disembark the Passenger in any port

  c. Transfer the Passenger from one berth to another

  d. Confine the Passenger in his cabin or in the Ship's medical room or any other appropriate place on the Ship

  f. Give first aid or administer medication or other substances or take the Passenger to a hospital or other similar institution in any port, if the Captain deems it necessary.
- It should be noted that some areas of the Ship shall not be accessible to persons with restricted mobility. Passengers shall make inquiries before booking.
- In order to plan for assistance, adequate facilities and/or special access on board, persons with physical disability or other disabilities requiring special attention or assistance, especially persons on wheelchair, shall inform the Transporter during booking. The Transporter shall do his best to lend assistance as far as possible and shall confirm in writing, during booking, whether or not he shall be able to provide the requested conditions.
- Passengers requiring special attention or assistance following events which occurred after the signing of the Contract shall inform the Organiser of these changes in writing as soon as possible. The Transporter shall not be bound to provide this special attention or assistance unless he has confirmed it in writing.
- The Transporter shall reserve the right to refuse to transport any Passenger who has not informed him of a handicap preventing him or jeopardising transport, or of need for assistance which the Transporter is not able to provide and/or which, according to the Transporter, is not in proper condition to travel and/or any person whose condition may, in the opinion of the Transporter, represent a danger to themselves or to other persons on board.
- Passengers on wheelchair shall provide their own wheelchair with standard dimensions and be accompanied by passengers in good health who can lend them assistance.
- Any Passenger having any form of mental or physical disability, or suffering from any other illness or infirmity which may have influence on his condition to travel shall before the crossing, provide a medical certificate certifying that he is in proper condition to travel.
- The Passenger shall acknowledge and accept that the Transporter has no responsibility nor obligation to provide medical treatment on board the Ship. The ship shall not transport any skilled doctor. Crew members, competent first-aid workers, may provide medical assistance in case of emergency on board.
- In the event of an illness or accident, the Passenger may be disembarked ashore by the Transporter or the Captain. The Transporter may not be held responsible either for medical treatment or its costs received in the stopover port or at the Passenger's final destination. They are at the exclusive expense of the passenger. We shall recommend to passengers to purchase insurance covering healthcare. We shall also inform passengers that the type of medical assistance may vary from one port to the other. The Transporter shall accept no responsibility over medical facilities provided ashore.

14. Minors

- Every grown-up Passenger travelling with a Minor and/or a person below 18 at the time of travel, registered or not, shall be responsible for the behaviour and attitude of the Minor and/or the person below 18. The accompanying adult shall be accountable to the Transporter and shall refund all the loss, damage or delays incurred by the Transporter because the actions or neglect of the Passenger, Minor or person below 18.
- Minors and persons below 18 shall be subject to the terms of the General Terms and Conditions of Sale and Transport.

- Children below 16 shall be accompanied by adults over 18. In the absence of a responsible adult, boarding shall be refused.

15. Conduct on board

- Passengers shall agree to comply with Carrier Regulations and all other instructions from the Captain and Ship's officers.
- Expenses of all types, including fines and penalties or other expenses borne by the Transporter due to disregard of regulations of the Ship, governments and/or authorities by the Passenger, shall be refunded by the Passenger to the Transporter on request.
- The Passenger shall be accountable to the Transporter and he shall refund for loss, damage or delays incurred by the Transporter because of an action or refusal from the Passenger.

16. Dangerous articles and items

- The Passenger shall not bring on board dangerous articles and items, nor any animal, unless as described in the preceding point. The Passenger may face fines for not keeping to these terms. The Transporter shall have the right to confiscate, keep or dispose of dangerous articles and items.
- The Passenger shall be held responsible for any injury, loss or damage caused by the non-respect of procedure and shall compensate the Transporter for any resultant complaint.

17. Rule of life on board

- It shall be forbidden to smoke in public places, shop, restaurant, cabins and inside the ship in general.
- Passengers may smoke on external decks weather permitting, while making sure they do not create discomfort for other passengers.
- Possession and/or consumption of illicit substances on board shall be strictly forbidden. Disregarding this rule shall lead to immediate disembarkation of the passenger(s) involved, and shall be considered, automatically, as a unilateral breach of the trip Contract which may not give rise to any refund or compensation.

18. Protection of protected species.

- Since the environment and the ecosystems of the Austral Islands are particularly sensitive and comprise species which are becoming extinct, each passenger shall commit himself to the utmost respect of this environment, as well as rules governing the Washington Convention on Protected Species.

19. Travel documents.

- All passengers shall have a valid passport to enter French Polynesia, and also to transit to the USA. The said transit is indeed subject to specific requirements whose details may easily be clarified through a tour operator, Internet or the US Embassy in your country.

- Each passenger shall equally be a holder of a round trip ticket.

For French passengers:

- Compulsory passport ("Delphine passport" from October 2004) valid for six months after return, in case of extended or unforeseen stopover in the United States.
- Monegasque and Swiss nationals shall be given a stay franchise (without visa) of three months. The same shall hold true of nationals of the European Union, and of the following countries: Andorra, Cyprus, Iceland, Liechteinstein, Malta, St. Martin, Holy See, Australia, Bulgaria and Norway.

Other nationalities:

- Nationals of the following countries shall be given a stay franchise: Canada, Argentina, Brunei, South Korea, Croatia, United States of America, Hungary, Japan, Malaysia, Mexico, New Zealand, Poland, Czech Republic, Singapore, Slovakia, Slovenia, Uruguay, Bolivia, Chile, Costa Rica, Ecuador, Estonia, Guatemala, Honduras, Latvia, Nicaragua, Panama, Paraguay, Salvador
- For more information, you can also consult the website:www.polynesie-francaise.gouv.fr

While wishing to soon have the pleasure of welcoming you on the Tuhaa Pae IV, we are entirely at your disposal for further information.