

Liability:

Passengers travel at their own risk (to the extent permitted by law) and Katabatic Charters and Marine LTD is not responsible for any loss, damage, cost, expense or injury suffered by clients or loss or damage to a client's property. Without limiting the foregoing, the following conditions apply. In respect of all clients, Katabatic Charters and Marine LTD is not liable for any loss, damage or delay caused by or arising from an event beyond the control of Katabatic Charters and Marine LTD, including any act of God, inevitable accident, riot, civil commotion, strike, lock-out, stoppage or restraint of labour, regardless of the cause and whether partial or general. Katabatic Charters and Marine LTD is not liable to a client or any other person for any loss or damage as a result of a cancellation or any variation of the time of arrival or departure from any stop of any vehicle, for damage to any property of a client or for the death of any client or other person or for injury, harm, disease or damage to health, whether physical, mental or otherwise. The client indemnifies Katabatic Charters and Marine LTD at all times against any loss, damage or cost suffered or incurred by Katabatic Charters and Marine LTD as a direct or indirect result of a breach by the client of its obligations under these terms and conditions.

Insurance:

All passengers are strongly advised to purchase comprehensive travel insurance that includes trip cancellation, evacuation, possible loss of personal belongings and medical cover. Most insurers will also cover positive COVID-19 related disruptions. Please read your insurance policy carefully and ensure it covers all potential activities. In a medical emergency, any evacuation, vessel relocation, medical or other expenses are the financial responsibility of that passenger.

Charter Changes:

Katabatic Charters and Marine LTD reserve the right to change locations, prices, vessels, transport and itineraries due to unforeseen circumstances and without notice, but with full consideration of your safety and your circumstances.

We may vary, cancel wholly or vary the point at which Katabatic Charters and Marine LTD will pick up and set down clients. The captain determines the vessels location and itinerary, depending on weather conditions, technical issues, client interests.

Payment policy:

A 50% non-refundable deposit is required to confirm a booking. Full Payment must be received two days prior to experience booked.

Cancellations & Refunds:

Katabatic Charters and Marine LTD reserves the right to cancel any charter at any time due to unsafe weather conditions or unforeseen vessel maintenance. In the event of a charter being cancelled by Katabatic Charters and Marine LTD prior to departure due to unforeseen vessel maintenance clients are eligible for a 100% refund.

If a charter is cancelled before or during an expedition due to unforeseen circumstances, adverse weather affecting client safety and comfort, unforeseen operational reasons or any other issue outside of Katabatic Charters and Marine LTD control, clients are eligible for a credit up to 100% valid for 6 months.

Katabatic Charters and Marine needs to be notified in writing of all cancellations. We realise circumstances can change and we will work with you through any situation that might arise but the standard cancellation and refund policies will be the default.

50% (your deposit) is principally non-refundable and bound to your booked date.

If you cancel within two months of departure a 100% cancellation fee applies and no refund is given. If your date can be filled by another group you may be eligible for up to an 80% refund.

There will be no refund of any part of your trip cost should you fail to arrive at a scheduled trip departure time. Trip departures may not be delayed due to passenger circumstance - including events beyond your control, medical problems, airline delays, weather etc. If other transport is required to get you to the vessel due to you not arriving before the scheduled trip departure time, this will be at your cost. This should be covered by your travel insurance and includes inability to travel due to positive COVID-19 test results and related disruptions.

Pricing:

All prices are listed in New Zealand dollars (NZD) and are inclusive of GST. Unless otherwise specified, current prices are valid until 30 July of the current calendar year and may change without notice.

Katabatic Charters and Marine LTD reserves the right to increase charter pricing without notice. However, fully paid or deposited guests will be protected from such increases, except for in the event of any significant change in such costs beyond Katabatic Charters and Marine LTD control, including but not limited to increases in the price of fuel, increases in government taxes or levies, or increased security costs. Katabatic Charters and Marine LTD reserves the right to surcharge passengers to cover such unexpected costs.

Katabatic Charters and Marine LTD reserves the right to charge a fuel supplement of \$50.00 per person per day, without prior notice, in the event that the price of Brent Crude oil is greater than \$100.00 per barrel of oil. Pure Salt may collect any fuel supplement in effect at the time of sailing, even if the cruise fare has been paid in full.