

## **Booking Terms & Conditions** (GoGalapagos programs)

### **Reservation**

To make a reservation on any of our programs, you must call a registered travel agent or our office. We will provide you or your travel agent a booking form which you must return to us fully completed with your necessary personal information and travel wishes. All information is kept completely confidential pursuant to our Privacy Policy.

After receipt of the booking form and the deposit (see Deposit below), you will receive from us a confirmation and itinerary of all booked travel services. Please check to ensure that the confirmation details provided from us are complete and in accordance with your wishes.

The written confirmation from us is the only binding contract for the provision of services listed therein, subject to the additional terms & conditions contained below. Your tour booking is not final and binding prior to issuance of this tour confirmation and following receipt of the deposit as indicated below.

Your acceptance of our booking confirmation constitutes your acceptance of the travel price for the services detailed therein. Prices advertised may be subject to fluctuation, special offers, discounts or other changes subsequent to your reservation. Any such changes cannot be applied retroactively to your reservation and you agree to accept the tour price indicated on the booking confirmation.

For purposes of these terms and conditions, any reference to the "Carrier" or "GO" in either these booking terms & conditions or the Additional Terms & Conditions and Conditions of Carriage hereunder, shall mean Go Galapagos - Ecuador GGE Cia. Ltda. and/or Kleintours y Representaciones Cía. Ltda., Galatours S.A., Kleintours SL, registered companies of Ecuador.

### **DEPOSITS & FINAL PAYMENT**

The following deposit terms are specific to tour programs including GoGalapagos itineraries:

#### **Deposits:**

Individual Passengers & Groups:

- To confirm a booking, a deposit of USD \$500 net per person per short cruise is required. If the deposit is not credited, the reservation shall be given a "priority two" status. During Peak Seasons (Easter, Christmas, and New Year) deposit is non-refundable.
- Total balance must be fully credited into "KT Group" accounts up to 63 days prior to departure.
- Conditions for High Occupancy Dates (HOD) apply.

Charters or Half Charters:

- 20% deposit of the total charter rate is required to confirm reservation. If the deposit is not credited, space will be placed as requested only.

- 30% deposit of the total charter rate is required 181 days before the date of departure.
- Remaining 50% balance must be paid 91 days before departure date.

**Final Payment:**

Final payment is due no later than 62 days prior to departure. Cheques\*, Money Order, Visa, MasterCard, and American Express are accepted as forms of payment.

\*Non-certified personal and/or agency cheques are due in our office 82 days prior to departure to allow for clearing time.

Please note, it is not incumbent upon GLP to remind you of the full payment due date. If you miss the due date, you risk losing your reservation and forfeiting your deposit.

**Special Promotions**

Occasionally there are special non-refundable promotional offers. Bookings of such offers require full payment immediately in order to confirm space and are 100% non-refundable. Such promotions apply to new bookings only and cannot be applied retroactively to existing bookings. Special offers cannot be combined.

**Revision / Change Fee:**

Names of passengers, sailing date, etc., but we cannot guarantee our ability to confirm the desired changes which will be subject to the ultimate discretion of the Carrier.

Rather than cancelling services, we suggest rescheduling the cruise date, or changing the name in the same held departure, under the following conditions:

Between 122 and 63 days prior to departure, a USD \$150 penalty per person per short cruise shall be charged.

Between 62 and 33 days prior to departure, a 20% discount will apply for new reservations involving date change with the same names. Balance will be forfeited.

Price adjustments apply depending on available date, ship, and cabin(s). Above conditions do not apply on HOD departures.

For reservations including air, any changes including spelling corrections to the passenger names after air tickets have been issued will be subject to the airline's revision fees.

**Cancellations and Refunds:**

Individual Passengers & Groups:

- 123 days prior to departure, spaces can be released without penalty.
- 122 – 63 days prior to departure, USD \$500 per person per short cruise shall be charged for any space released.
- 62 days prior to departure, reservations shall automatically be considered as firm; therefore, 100% of the total negotiated rate of the cruise will be charged and withheld if the booking is cancelled.

Charters or Half Charters:

- 303 days prior to departure a charter can be released without penalty.
- 302 – 183 days before departure date, a full charter can be changed without penalty to a half charter rate for the m/v “Galapagos Legend” (50 passengers); applying group rate for m/y “Coral I” (18 passengers) and m/y “Coral II” (10 passengers). If the cancellation is in full, 20% deposit is forfeited.
- 182 – 93 days prior to departure, 50% deposit is forfeited.
- 92 – 0 days prior to the departure, full cancellation fees apply.

In the event of a cancellation by one guest in a double occupancy room, the other guest shall be responsible for the payment of the single supplement applicable at the time of booking.

For air arrangements, the cancellation penalty is determined by the airline depending upon the booking class. In some cases the air tickets may be completely non-refundable as of the date of booking and ticket issuance, which may be well in advance of the travel date.

No refunds will be made for unused services once travel arrangements have commenced. If after returning from the cruise you wish to inquire about any cruise services provided, please ensure that all correspondence relating to those services is received by GLP Worldwide within 30 days after the cruise completion.

The Carrier reserves the right to cancel, change or postpone any cruise departure date and itinerary. In the event of a complete cancellation of a departure by Carrier, we will refund monies paid for the cruise or cruise & land package to those guests who have not previously cancelled.

### **Complaints**

If after returning from the cruise you wish to inquire or complain about any cruise services provided, please ensure that all correspondence relating to those services is received by GLP Worldwide within 30 days after the cruise completion. Any complaint must also include copies of the comment cards submitted at the end of the cruise or land service highlighting the nature of the complaint. Complaints received after this period will not be accepted by the Carrier.

### **Prices:**

All fares are per person in Canadian Dollars and are based on rates and foreign exchange rates as of the date of the tour confirmation document. In the event of an increase in any of the cost factors, including airfares, taxes or other surcharges, GLP Worldwide reserves the right to increase the price in accordance with the provisions of the Travel Industry Council of Ontario (TICO). The following exceptions apply: (i) there will be no price increase when final payment has been received by GLP Worldwide, and (ii) if the total price of travel services is increased and the cumulative increase, except any increase resulting from an increase in applicable retail sales tax or federal goods and services tax, is more than 7 per cent, the contract can be cancelled and a full refund obtained.

Prices do not include land arrangements or services other than those specifically stated in the tour confirmation. They also do not include items of a personal nature such as laundry costs, beverages, food

not on the regular table d'hôte menu; optional excursions; passports, visas; vaccinations; gratuities on cruise ships; International Air Transportation Tax; Agricultural Tax; Security Fee; airport taxes. Port charges and/or taxes may be listed separate from the base cruise fare. Verbal quotations will NOT be honoured.

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Air taxes quoted at the time of booking are estimates only based on current information. Air taxes, fuel and insurance surcharges and other relevant fees will be indicated on the final invoice and will reflect the actual amount incurred at the time of ticket issuance.

### **Itinerary Changes**

While every effort is made to adhere to the specifics mentioned on this site, changes may be required at times. Therefore, all prices, itineraries, and other pertinent information are those in effect at the time of posting, and are subject to change without notice.

### **Passports and Visas**

A valid passport is required of all travellers. It must be valid six months after return to Canada. For trips requiring visas for Canadian citizens, detailed visa information will be emailed. Travellers are responsible for obtaining all of their own visas and entry documents. Non- Canadian citizens must consult with the appropriate embassy or consulates about visas or other entry requirements. We accept no liability if a passenger is refused entry to a country due to missing documentation.

Please be advised that entry to another country may be refused even if the required information and travel documents are complete, and that the living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

### **Travel Documents**

Travel documents, including air tickets, are sent regular ground delivery 3-4 weeks prior to departure, providing full payment has been received.

### **Disabled Guests**

Any disability requiring special attention must be reported to GLP Worldwide at the time of booking. GLP Worldwide will make reasonable efforts to accommodate the special needs of disabled cruise participants, but is not responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers. Not all cruise ships have elevators – please confirm at the time of booking if the desired ship is appropriately equipped. Tour buses are not equipped with wheelchair ramps and regular cabin doors are not wide enough to allow access by standard wheelchairs. Wheelchairs and walkers cannot be carried on tour buses, due to space limitations. Wheelchair guests should be aware of these limitations. For safety reasons, guests in wheelchairs cannot be carried on ramps in ports where the ship is at anchor. We regret that we cannot provide individual assistance to a tour member for walking, getting on/off tour buses and

other transportation vehicles, or other personal needs. A qualified travel companion must accompany travellers who require special assistance.

### **Gratuities**

Gratuities are not included in the price of your trip.

The suggested guideline is as follows:

USD\$ 15 per guest per day to be divided amongst the crew

USD\$ 10 per guests per day for the naturalist guide

### **Accommodations**

Any hotels listed in our brochure or on our website will be used subject to availability on most departures. If a change becomes necessary for any reason, hotels substituted will be the equivalent or better than those shown. Please note that it is standard policy that hotel rooms are not available for check-in before 3:00p.m.

### **Smoking Policy**

For the comfort of all cruise participants, smoking is only permitted on the sun decks and outside walkways of the river cruise ships. Smoking is not permitted in any interior portion of the ship or on motor coaches.

### **Cruise Itineraries**

Deviations to the planned cruise itineraries are possible, although every effort will be made to keep them as they are shown. All cruise routes are subject to change without notice. Should conditions render cruise routes unsafe for navigation, alternative service may apply, including but not limited to, accommodation on the docked ship and/or substitute ground arrangements.

### **Luggage**

Please check with your airline regarding airline baggage allowances as they vary considerably. No responsibility is accepted for loss, damage or delay to passenger's luggage. Travel insurance including protection for lost or delayed luggage is strongly recommended.

### **Insurance**

Purchase of trip cancellation and/or health insurance available through GLP Worldwide or your travel professional is strongly recommended.

### **Responsibility**

1394207 Ontario Inc. o/a GLP Worldwide (hereinafter referred to as the "Operator") is responsible to you in making arrangements for the services offered in this brochure. The Carrier, airlines, cruise lines, hotels and other suppliers providing services are independent contractors and are not principals, agents, employees or partners of the Operator or its affiliates. The cruise participant agrees that neither the Operator nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing services, or any

insurer or insurance administrator under any travel insurance provided by the Operator, or of any other person. If the services included in the cruise cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Operator, the Operator will arrange for the provision of comparable services, when possible. Any resulting additional expense will be payable by the cruise participants and any resulting saving will be refunded by the Operator to cruise participants. The Operator and the Carrier reserve the right to accept or reject any person as a cruise/tour participant, to expel any cruise/tour participant from the cruise/tour, to make changes in the itinerary whenever the Operator or Carrier deem it necessary for the comfort, convenience, or safety of the cruise/tour participants, and to cancel a cruise/tour at any time. No person, other than an authorized representative of the Operator, by a document in writing, is authorized to vary, add, or waive any term or condition in this brochure or website, including any term or condition set forth in the preceding provisions.

We reserve the right to amend the information, conditions and prices contained on these pages without notice.

#### **ADDITIONAL TERMS & CONDITIONS AND CONDITIONS OF CARRIAGE**

Your booking is also subject to the following additional terms & conditions of the Carrier which are as follows: (Please note that the terms and references to all paragraphs hereunder relate to each other and not to the terms and references of the clauses preceding this section. In these following paragraphs the words "We", "Us" or "Our" as well as "GO" refer only to the Carrier.

#### **GENERAL CONDITIONS**

The terms and conditions described herein apply to all services, cruises, and programs booked with **GO Galapagos - Ecuador GGE Cia. Ltda.** hereinafter referred to as "GO" and/or Kleinturs y Representaciones Cía. Ltda. and/or Galapagos Corporación Turística Galatours S.A. and/or Kleintours SL, we might also refer to these companies as "KT Group". These terms and conditions shall also apply to any third-party program or services sold or arranged by GO. Any trip member, traveler, customer or any person or company that hires services shall be referred to as "user". The user of GO services agrees to be bound by the present "Terms and Conditions" and any other change that might be updated in the future on the website at [www.gogalapagos.com](http://www.gogalapagos.com), which are valid at the time the service is provided. Any deposit or payment for services to GO constitutes joint acceptance by the customer and the end user of terms and conditions described in the present document. All users of GO's services are responsible for reading and understanding this section.

#### **RATES & CONDITIONS**

GO published rates are GROSS. Airfares, taxes, and extra charges are NET. Exceptions may apply. GO rates are guaranteed for the stated period, unless there are steep increases in prices for fuel and logistics, international or local policies and government regulations, exchange rate fluctuations or any other event affecting the operation beyond GO's control. If there is any adjustment, it shall be reported when a firm booking with full payment is received. All items not specifically included in the itinerary must be paid directly by the passenger. GO accepts no responsibility for discrepancies between verbal quotes and written quotes. After full payment has been made, all information contained on GO's voucher of services

and/or invoice is considered correct.

Sales performance is constantly monitored and, if goals are not reached, GO reserves the right to revise net rates for any new booking or space held without the required deposit.

## 1. BOOKING GUIDELINES

GO must be advised in writing about all reservation requests, changes in reservation, deposits and/or payment. Reservations shall be confirmed when total payment is credited to "KT Group" accounts. The client is also responsible for double-checking vouchers and pro forma invoices quoted by GO at [www.gogalapagos.com](http://www.gogalapagos.com), "Members' Area".

For **groups and charters**, monthly sales reports are mandatory: number of passengers, type of cabins/rooms, must be updated in writing. If a group size increase is requested, spaces will have priority for confirmation according to availability. If sales report is not received during the first 10 days of the month, GO reserves the right to reduce the spaces when occupation is high. No groups, charters or space allocations can be held during holidays such as Easter, Christmas and New Year periods due to limited availability; spaces will be granted for individual passengers with full payment.

- **Submit passengers' information:** Once a reservation is confirmed, rooming list and passengers' information must be submitted exactly as shown in the passport. To issue final confirmation of services and to comply with the Galapagos National Park and Government Council requirements, final rooming list and passengers' data must be submitted up to 61 days before the tour date.

Use the Excel format sent with each confirmation and fill it out with the passenger's information data. No other chart or format can be used for this purpose.

1.1. Waiver of Liability forms duly signed are required along with passport's copy in the following cases:

- a. **Children under 12 years old:** along with a copy of legal representative's passport.
- b. **Passengers with special needs including physical disabilities or health problems:** For passengers and suppliers' safety, GO reserves the right to decline the provision of services in case physical condition information has been distorted, or omitted.
- c. **Scuba diving and other sports or adventure tours:** Trip members are responsible for selecting a trip that is within their abilities and to decide if their participation in the tour is safe as they will have to engage in activities that can often involve speed, height, a high level of physical effort, and sometimes specialized training. International Diving License is required in order to confirm scuba diving options. PADI Open Water Diver course and a minimum number of immersions might be required depending on depth and/or immersion time, intermediate or advanced level, on programmed dives.

1.2. Special requirements:

Diet or allergy requests should be notified on the passengers' information form to GO up to 61 days before tour departure date. GO shall do its very best to meet reasonable special dietary needs; some, however, cannot be guaranteed. In certain cases, GO might need further information such as height, weight, physical condition, etc., to be able to provide the best accommodation and services for the user.

## 2. DEPOSIT, PAYMENT AND CANCELLATION POLICIES

GO shall proceed to book space when deposit/payment conditions are fulfilled. All payments must be made to "KT Group" accounts within the time-limits indicated, otherwise the space that has been booked could automatically be released, deposits forfeited, or might be listed on first pay/first served basis. A yearly floating deposit might replace individual ones. Ask for particular conditions.

When a Galapagos cruise departure or third-party service reaches "**High Occupancy Departures**" (HOD) **status**, GO reserves the right to ask for an extra non-refundable deposit or full payment. If the "HOD" notification is not accepted by the customer, the requested space will be listed only. Space will be confirmed if available when full payment is credited. During a HOD, cabin category for double share, single and triple accommodation cannot be guaranteed. GO will do its outmost to provide the requested cabin, however, if it is not possible, assignment will be round of the boat based. GO will refund the proportional amount due to price difference in alternative category and accommodation given, if any. In case of **groups and charters**, deposits and monthly sales reports are mandatory.

All **changes and cancellations** must be notified in writing to be considered and accepted by GO; the user must request a written confirmation from GO's side informing that the cancellation notice was received and that spaces have been released accordingly. Penalties might apply. The cancellation fees shall be debited automatically from the deposits or payments. If a booking agent guarantees a reservation without payment, the invoice must be honored in case services are cancelled. Remaining balances shall be credited to future bookings with a credit note, or will be used as a part-payment for the spaces that remain held if any.

**Last minute requests:** Priority is given after full payment is credited on a first paid/first served basis.

### 2.1. Galapagos Cruises

#### a) Individual Passengers & Groups

##### Deposits and Payments:

- To confirm a booking, a deposit of USD \$500 net per person per short cruise is required. If the deposit is not credited, the reservation shall be given a "priority two" status. During Peak Seasons (Easter, Christmas, and New Year) deposit is non-refundable.
- Total balance must be fully credited into "KT Group" accounts up to 61 days prior to departure.
- Conditions for High Occupancy Dates (HOD) apply.

##### Cancellations and penalties:

- 121 days prior to departure, spaces can be released without penalty.
- 120 – 61 days prior to departure, USD \$500 per person per short cruise shall be charged for any space released.
- 60 days prior to departure, reservations shall automatically be considered as firm; therefore, 100% of the total negotiated rate of the cruise will be charged and withheld if the booking is cancelled.

**Changes:** Rather than cancelling services, we suggest rescheduling the cruise date, or changing the name in the same held departure, under the following conditions: Between 120 and 61 days prior to departure, a USD \$150 penalty per person per short cruise shall be charged. Between 60 and 31 days prior to departure, a 20% discount will apply for new reservations involving date change with the same names. Balance will be forfeited. Price adjustments apply depending on available date, ship, and cabin(s). Above conditions do not apply on HOD departures.



b) Charters or Half Charters

Deposits and Payments:

- 20% deposit of the total charter rate is required to confirm reservation. If the deposit is not credited, space will be placed as requested only.
- 30% deposit of the total charter rate is required 181 days before the date of departure.
- Remaining 50% balance must be paid 91 days before departure date.

Cancellations and penalties:

- 301 days prior to departure a charter can be released without penalty.
- 300 – 181 days before departure date, a full charter can be changed without penalty to a half charter rate for the m/v “Galapagos Legend” (50 passengers); applying group rate for m/y “Coral I” (18 passengers) and m/y “Coral II” (10 passengers). If the cancellation is in full, 20% deposit is forfeited.
- 180 – 91 days prior to departure, 50% deposit is forfeited.
- 90 – 0 days prior to the departure, full cancellation fees apply.

c) Promotional deals (non-refundable)

Immediate non-refundable full payment is mandatory. Special deals apply to new bookings only. Spaces are limited. Promo deals might be modified or withdrawn without previous notice. Different offers cannot be combined.

2.2. Third party services

- **Land services:** Individual operation, payment and cancellation conditions apply for each supplier.
- **Air tickets:** Shall be processed only when the requests are in firm and tickets will be issued only with full payment. Galapagos air tickets are issued 30 days prior to departure and are not refundable.
- If the booking is cancelled within 30 days prior to the beginning of the tour, 20% of the total negotiated rate will be charged.
- **Taxes and entrance fees** are refundable up to 10 days prior to travel date.

2.3. Payment Process

Payments can be made only to the account specified by “KT Group” in U.S. Dollars.

Major credit cards and PayPal payments are accepted, request for conditions. Any extra expense for transferring funds must be covered by the user and included in the payment. GO must receive notice of payment to be able to check when money was credited. Booking shall be confirmed once the money has been completely deposited into “KT Group” accounts. Otherwise, GO reserves the right to render the requested services, place said booking under request, refuse services, or request payment directly from the passenger, who is held jointly liable for all terms and conditions stated in these policies and in our agreements or quotations. Priority shall be given to bookings that have been paid in full. Services shall be confirmed on a first paid/first served basis.

2.4. Refunds and compensation

As a basic principle, no refund will be made for any unused service such as hotel or cruise accommodation, service or transportation. If a refund is obtained, however, there may be a fee withheld for administrative charges.

GO's responsibility will not extend beyond this refund, and no payments will be made, or compensation given, in respect to claims for contingent liability or inconvenience experienced by users. No refund can be made for lost, mislaid, or destroyed tickets or vouchers, or for lost property.

Any complaint the user might have while on holiday, must be expressed in writing by the passenger and addressed to GO's main office within 30 days of the termination of the tour, in order to duly process it. The complaint must also be expressed on the comment cards provided by GO for mainland services or cruises, and include supporting documentation. GO shall not accept responsibility for claims received after this period.

No claim or refund will be granted for any extra or optional service that for any reason could not be provided.

No refunds shall be made for any missed service or extra expenses except for those where it is possible to substantiate that they were the operator's responsibility. Any adjustment shall be considered only on the basis of the current prices directly involved.

GO will not be held liable for any consequences or expenses incurred for any changes, cancellations, accidents, injury, death, etc., caused by any disability, whether it has been reported to GO or not. No refund will be forthcoming for missed sightseeing or meals, early/late departures or visits that were not enjoyed by the user.

All refunds shall be endorsed by a credit note to future bookings that must include a Galapagos Cruise. GO is not liable for complaints or refunds for services not provided when the information detailed as "special requirements" on 1.1, 1.2 and 1.3 is not sent, or does not arrive on time, or due to limitations of the properties involved such as during high occupancy departures, when a cabin/room category for double share, single, and triple accommodation, cannot be guaranteed. Should a passenger's accommodation be changed, the customer will be contacted prior to the scheduled departure date and GO will refund the proportional amount due to price difference, if any, for alternative service, category, or accommodation given.

### **3. GUIDES AND GROUP LEADERS.**

GO complies with all national tourism regulations. All guides are highly knowledgeable of all areas that the passengers will be visiting as part of the programmed itineraries. GO provides tourists with experienced guides who are fluent in English and Spanish. German, Italian and French guides are provided only if available, when groups exceed 6 passengers on board GO fleet, conditioned to a non-refundable deposit. The guide may provide assistance, information and interpretation in two or more languages at the same time. No refund nor compensation will be made if at the time of tour the guide in that language was not provided.

Tourists must facilitate the work of guides and drivers by complying with the following: handing over vouchers when requested, respecting pickup times when transfers are required, and complying with local rules and regulations and all instructions that are given.

The customer recognizes that any local or foreign group leader being provided by the customer is not allowed to operate and act as a guide on Ecuadorian territory and/or the Galapagos Islands. The group

leader must comply with all requests put forth by the local guide authorized by GO, and will otherwise be able to coordinate all steps in accordance with contract terms.

Group leaders shall not be able to change the itineraries presented by GO, or other itineraries operated by GO, without the prior written authorization of GO. Group leaders are forbidden to offer alcoholic beverages or any other substances to guides, drivers, crew members, or any other staff member of the tour.

#### GENERAL RESPONSIBILITIES.

#### **4. INSURANCE**

It is obligatory for all passengers using any GO services or third-party services arranged by GO to obtain necessary insurance before arriving in Ecuador. Insurance is not included on GO cruises and tours. We highly recommend coverage for travelers and property, as well as for trip delays, trip cancellations, interruptions, lost baggage, life insurance, medical, accident, sickness, etc.. GO equipment meets local insurance law requirements for their operation only.

#### **5. OPERATION SAFETY**

GO has certified ships and yachts that comply with international standards and regulations. GO ships, yachts, and buses meet all national safety regulations and legal requirements.

If a passenger is believed to be a hazard for himself/herself or others, or causes disturbance to other passengers, the GO representative, the ship's captain, or the tour guide, may refuse the passenger or terminate any cruise or mainland program for that passenger at any time, at the complete risk and expense of the passenger.

For safety reasons, GO will not admit on cruises or mainland tours any passenger carrying firearms or sharp weapons that could cause any injury to himself/herself, or other passengers, crew, flora, or fauna. Forbidden articles include guns, knives, compressed gas, corrosive substances, poison, explosives, firearms, ammunition, fireworks and flares, inflammable liquids and solids, radioactive materials, and oxidizing materials.

- GO reserves the right to refuse, revoke, accept or prevent the further participation of any person whose actions impede trip operations, or jeopardize the rights, or welfare, of other groups members or interfere with their enjoyment of the trip, who might be a hazard to himself/herself and others, harm nature, or violate regulations. GO also reserves the right to refuse, revoke, accept or prevent the further participation of any person it deems incapable of withstanding the hardships or meeting the requirements of participating in the activities that have been planned or contracted.
- GO shall not be required to refund any portion of the rate paid by any passenger who must leave the cruise, or mainland service prematurely, for any of the reasons specified above. Therefore, GO will not be responsible for accommodations, meals, return transportation or other expenses incurred by the passenger for these reasons.
- GO shall not be held liable for the actions or activities of any passenger who consumes, purchases, or obtains, by any means, alcoholic beverages or illegal drugs. Illegal drugs are strictly forbidden on board or during GO's mainland excursions. Illegal drug possession shall be reported immediately. If detected, the cruise or tour will be terminated immediately for that person and all

money paid forfeited.

Any physical disability or health problem that might require special attention or treatment, should be reported in writing to GO. In these cases, GO reserves the right to decline the provision of services.

- GO will not be held liable for any consequences, or expenses, incurred for any changes, cancellations, accidents, injury, death, etc., caused by any disability, whether it has been reported to GO, or not.

No refund is applicable for missed sightseeing, meals, early/late departures and visits that were not enjoyed by the user. GO shall not be held liable for the provision of medical care during the trip.

## **6. THIRD-PARTY SERVICES.**

GO acts only as the agent for the owners, contractors and suppliers, providing means of transportation and/or related travel services including adventure sports and scuba diving activities, and therefore it cannot be held liable for injury, loss, or damage to person or property in connection with any service resulting directly or indirectly from, but not confined to, detention, annoyance, delays and expenses arising from quarantine, strikes, pilferage, theft, force majeure, failure of any means of transportation, or conveyance to arrive and depart as scheduled; civil disturbances, terrorism, government restrictions or regulations, and in-transit discrepancies or changes on aircrafts, cruises, hotels and any other services or location, for incidents such as airline cancellations, re-routing, delay, or any disruptions of schedule, service or accommodation, for baggage lost by airlines or the independent tour operators who handle overland transfers or arrangements.

- GO is not responsible if a transfer, hotel accommodation, flight connection, or any other service is missed due to delayed or cancelled flights. Alternative transportation, hotel accommodation, additional services or flight reschedule shall be arranged and paid directly by the passenger, or through the issuing Travel Agent.
- GO is not responsible for the acts and/or omissions of providers (third-parties) or for any loss, damage, or expense the user may incur as a result of the acts and/or omissions of service by the third-party.
- GO and its associates act only as agents for passengers in matters pertaining to transportation, accommodation, or other services. As agents, tickets, exchange orders, or vouchers, if issued by GO, are subject to each and every term and condition under which such means of transportation, accommodation or other services are offered or provided.
- GO will not be held liable for, and travelers will release GO from, any injury, damage, loss, accident, delay or irregularity which may be caused by any such third party, person, firm or corporation in carrying out, or failing to carry out, arrangements previously agreed upon, or for the misconduct, whether willful, criminal or otherwise, of any such third party, person, firm or corporation in providing or failing to provide services.
- GO might book hotels on the Galapagos Islands (check section 2.2 for details); however, land-based tours are not sold or provided by GO due to quality control and restricted regulations. GO might refer providers only.

## **7. RESPONSIBILITIES AND LIMITATIONS OF LIABILITY.**

These General Conditions also apply to third parties buying services from agencies, wholesalers, and operators acting as intermediaries, via internet, or any other instrument approved by GO. The customer accepts the general "Terms and Conditions" published and updated by GO at: [www.gogalapagos.com](http://www.gogalapagos.com) and declares that he/she has read, understood, and accepted them in their entirety without entitlement to claims and that he/she is fully responsible for transmitting them to end users so that they will be appraised by them.

- GO refuses any and every liability from any and all claims that might be filed for loss or damage to **baggage or property** of the passenger; personal injuries, death, or delay as a result of the acts, omissions or negligence of any independent contractor or supplier, such as, but not confined to: airlines, cruise ships, hotels, restaurants, transportation providers, and other services or facilities.
- GO refuses any and every liability for any **accident** stemming from the practice of scuba diving, water sports, hikes on the islands or the mainland, or other activities outside our facilities. GO shall not be held liable for any loss, injury, death or harm unless it was caused by GO's negligence when using GO's own facilities in which case liability shall be subject to local laws and regulations.
- GO may accept **children** as passengers for its Galapagos trips or on mainland Ecuador, but shall not be held liable for any accident that might occur to minors. Children are the sole responsibility of their parents and/or legal guardians.
- The **passenger is responsible**, and pledges to compensate GO, for all penalties, fines, losses of money and/or expenses incurred or imposed by virtue of any act, omission, or violation of law by the passenger and for any damage to the ship caused by any willful or negligent act or omission on the part of the passenger.
- GO reserves the right to take **photographs**, shoot films and publish comment cards of any trip and its participants, and may use any such material for promotional and/or commercial purposes. The videos or photos that might be used by the passenger for commercial purposes require prior specific authorization from National Park authorities.
- Passengers must be in **sound health and physical condition**. Trip members are responsible for selecting a trip that is within their abilities and interests, and to decide if their participation on the tour is safe as they will have to get on and off the yacht or ship from a small dinghy, swim among wildlife, rocks and in open sea, dive in the ocean, climb up and down during hikes, walk over uneven terrain, travel by maritime transportation, car and bus, and engage in adventure activities. Nevertheless, IN NO CASE SHALL GO BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. GO reserves the right to restrict the participation of passengers on hikes if they entail any kind of imminent hazard for the passenger or other group members, and the passenger who is disembarked is fully liable for all related risks and costs.

No employee, attendant, agent or associate of GO may change any of the previously listed booking conditions without the prior written consent of the Board of Directors.

## 8. OPERATION GUARANTEE

GO will endeavor to guarantee tours as far in advance as possible. Some tours, however, cannot be guaranteed until 15 days prior to departure.

Should a passenger's program or service be cancelled due to lack of enrollment, for commercial reasons, the customer will be contacted prior to the scheduled departure date. The program or service may be re-booked, or GO may refund the total payment made for the service not provided.

Changes to the itinerary may be made when deemed necessary or advisable by GO, including substitutions for comparable hotels, yachts or vessels, attractions, sightseeing or transportation units. Extra costs due to unexpected changes to the itinerary for reasons beyond our control are not included. (If an upgrade is required, higher rates may apply.)

Any major changes will be advertised as soon as possible before departure. The user may choose between: a) accepting the change, b) accepting any alternative tour offered, or c) a refund for the service not given. Refunds will be made as a credit note directly to the tour operator involved, or the paying party (check section 2.4 for details). If the customer decides to take the alternative offered, no further refunds or credit will be allowed unless so specified in writing. GO will not be held liable for any further claims. To uphold the safety and security standards that are required and to improve services, maintenance of units and dry dock might be effected without prior notice.

If it is not possible for GO to operate the contracted cruise or tour for causes beyond its control, within 24 hours after the departure date, the cruise/tour may be cancelled and the money paid will be refunded. In case of damage to the ship, which cannot be repaired within 24 consecutive hours, GO will refund the proportional amount paid from the time the ship was disabled or the tour operation cancelled. In cases of force majeure or for commercial reasons, GO is entitled to provide a similar ship/yacht, price, or tour arrangement, if available, and reserves the right to substitute it for a similar one, with or without prior notice.

In force majeure situations, GO reserves the right to withdraw a tour either completely or any part of it, to make alterations as deemed necessary, and to pass on to tour members any outlays caused by delays or events beyond its control.

All airfares, taxes, schedules, ports of departure, time of arrival/departure and special programs are subject to change without prior notice. Local flights allow one piece of checked soft luggage weighing 20 kilograms.

The Galapagos cruise itineraries are subject to change without prior notice or can be operated in a different sequence. All Galapagos itineraries are under the direction of the Galapagos Park Administration, or can be changed at the captain's discretion.

Mainland tour itineraries are also subject to change when there are bad weather conditions, strikes, natural events, or force majeure events beyond GO's control, or if a minimum number of participants is not secured. GO reserves the right to change the itineraries and offer the best available alternative for passengers. On dates including, but not limited to, religious holidays and national celebrations, some churches, museums, monuments and sites may be closed.

There is no guarantee that specific wildlife shall be observed during a particular mainland tour or cruise. All sightings and optional activities are subject to environmental, and operational conditions and passengers' physical conditions.

Any independent arrangements that the passenger may partake locally, that are not included in the program contracted with GO, but are rather provided by an independent airline, operator, or local supplier, shall be the passenger's sole responsibility, who is fully liable for all related risks and costs that must be paid directly to the organizer. GO does not supervise or control this portion of the program and cannot be held liable for delays and expenses arising from any act or omission of the organizer, or any other party connected with it. Therefore, GO reserves the right to decline the provision of services in connection with passenger's independent arrangements.

GO reserves the right to change transportation and guides during the operation of the tour in case of force majeure situations, guaranteeing GO's quality standards.

**9. JURISDICTION.**

This present agreement shall be governed by Ecuadorian Law and therefore interpreted within the framework of this law. In the event of a dispute between the parties as a result of the present agreement, if it has not been resolved amicably between the two parties, both GO and the customer shall be subject to the jurisdiction of the Arbitration Court of the Chamber of Commerce of Quito (CCQ), pursuant to the regulations of the Ecuadorian Arbitration Law. The rules for the arbitration process shall be as follows: the parties waive ordinary administration of justice and are bound to accept the rulings issued by the Arbitration Court. The Arbitration Court shall be comprised of three (3) members. The arbitration process shall be in Spanish and shall be conducted in the Arbitration Center of the CCQ and shall be confidential. All parties must cover corresponding fees and charges.