

## GALAPAGOS TERMS AND CONDITIONS OF SALE

### **Forbidden Items:**

The Yacht Operator, in conjunction with international law, the laws of Ecuador, and the rules of the Galapagos National Park, prohibit passengers from carrying, either upon their person or in their baggage, any object or material of any nature that may be considered dangerous to the security of other passengers, the crew, the yacht, travelers or the general public, including but not limited to, explosives, weapons of any kind including those used for sport, and flammable objects while participating in any of the Yacht Operator's tours.

Furthermore, protecting the Galapagos National Park from introduced species is a serious business, which is why the Galapagos National Park forbids visitors from transporting biological items, including, but not limited to, flowers, plants and seeds grown elsewhere, into the Galapagos National Park. Passengers should not attempt to bring (and tour companies should not advise their passengers they may bring) items such as roses or tropical flowers purchased in the mainland to the Galapagos as these will be confiscated and the offender fined.

**Illegal Substances:** As well as being against the laws of Ecuador, the transport or use of any illegal substance, including illicit drugs, is expressly forbidden while on the Yacht Operator tour. Penalties are severe for the discovery of illegal drugs and controlled substances on board a vessel in the Galapagos Islands, in the vehicle during land transportation in Galapagos or mainland Ecuador, or in luggage at airports. Therefore, if such substances are used by, or found to be in the possession of any passenger, they will be expelled from the tour and if at sea be put ashore at the next port of call without refund and be subject to arrest and prosecution under the law. The possession of even minor amounts of any illegal substance can lead to charges of trafficking resulting in the offender serving over 6 months jail time prior to coming to trial where there is no true presumption of innocence and the burden of proof rests with the defendant.

### **The Galapagos National Park:**

The Yacht Operator trips to the Galapagos Islands take place within and under the auspices of the Galapagos

National Park, which stipulates that without exception, all its rules and regulations must be followed by all park visitors, whose responsibility it is to know and obey Galapagos National Park rules. The Yacht Operator cruises are led by certified Galapagos National Park guides who inform visitors of Galapagos National Park rules as well as enforce them. The Galapagos National Park and The Yacht Operator, through the authority of the Galapagos National Park guide, reserves the right to deny any visitor, in violation or disregard of Galapagos National Park rules, the ability to disembark upon or visit any Galapagos National Park landing site or dive site. Such violation may cause a visitor to be disembarked at the nearest port of call offering transportation from the islands back to the mainland without recourse to refund.

### **Medical & Health:**

Participants have the responsibility to select a trip appropriate to their abilities; The Yacht Operator will not

pay for any costs resulting for the inability to do so. Trip members need to be in good health and good physical condition to be able to fully enjoy an expedition to the Galapagos and / or mainland Ecuador. Experiencing the Galapagos Islands may involve being on a boat with slippery decks and wave activity as well as frequent transfers ashore to landing sites, or to dive sites, aboard small boats known as pangas, requiring some physical effort and balance. Some of the landings are on stone jetties with wet, slippery lava rocks, while others take place on sandy beaches with some surf. Daily nature hikes may include walking on irregular and elevated terrain including boulders. Briefings will be given by your guide in advance of the landings to better help you determine levels of difficulty. Having a good sense of balance and being relatively sure footed is a requirement of The Yacht Operator's tours.

Travelling through the highlands of mainland Ecuador, Peru and Bolivia may involve experiencing high altitudes typically between 2,500 and 3,600 meters (8,200 and 11,800 ft) above sea level. If a passenger suffers from any medical condition that might impact their travel experience, they should consult with their physician before participating in a Galapagos or mainland Ecuador expedition to ensure that they are fully capable of undertaking the trip. In addition, passengers must advise The Yacht Operator of their condition and associated medical needs at least 30 days prior to travel once they have been given the medical go ahead from their doctor. The Yacht Operator reserves the right not to accept passengers on its trips based on medical and health issues.

The Yacht Operator's ultimate aim is safety and to insure that each passenger it accepts on its tours is properly capable of participating in the cruise / tour so as not to jeopardize their own safety or the safety of other passengers and crewmembers.

### **Insurance:**

The Yacht Operator strongly urges travelers to purchase a good travel insurance policy that includes baggage

loss and medical protection. Most importantly a travel insurance policy should include medical coverage, including coverage for emergency evacuation. Medical evacuation costs can range from the tens of thousands of dollars, so this coverage is essential for passengers to manage the risk of such expense where their health and safety are concerned. Passengers not having this coverage will be required to cover their own medical evacuation costs under most circumstances. In addition, trip cancellation and interruption coverage is a condition of purchase for cruises. Though it is unlikely, there are various reasons that may cause trip interruption / cancellation including but not limited to: actions of the Galapagos National Park, actions of the Ecuadorian or international authorities, weather conditions, mechanical and operational problems, international or domestic airline problems, and other unforeseen circumstances. For these and other reasons it is a condition of purchase that all passengers purchase a good insurance policy covering at a minimum appropriate trip cancellation and trip interruption coverage. If you do not have access to such coverage we can recommend an insurance provider for you.

### **Documentation:**

A valid passport is required for travel to mainland Ecuador and the Galapagos Islands. Your passport must have an expiration date of more than 6 months after the date of departure from Ecuador. If your passport expires within 6 months of departure from Ecuador, you may not be let into the country and you may lose all tours, services, etc., purchased for your trip. Most tourists are allowed to stay up to 90 days within a year's time-frame. Passengers should check with the Ecuadorian consulate or embassy in your country to check the latest regulations prior to leaving and see if you need a visa to enter Ecuador.

### **Responsibility of Travelers:**

In addition to obeying Galapagos National Park rules and the rules of other National Parks visited in mainland Ecuador, travelers have a responsibility to The Yacht Operator, its crewmembers and other passengers as well as Galapagos National Park guides.

Travelers are responsible for comprehending the conditions explicitly and implicitly communicated in the trip itinerary, this document and pre-trip information, as well as information communicated by guides and crewmembers throughout their tour, following normal patterns of social behavior, not to impede trip operations, and observing all safety requirements without exception, while acting in an appropriate and respectful manner toward crewmembers and all personnel offering tour services. The Yacht Operator reserves the right to disembark or refuse passage to any passenger at any time, without recourse to refund or reimbursement, who is believed to be dangerous to himself or acts in a hostile and/or disruptive manner, whose actions impede trip operation or the enjoyment of other passengers, who flagrantly displays disregard for the welfare of other passengers, crewmembers and wildlife or for failing to adhere to the above stated responsibilities.

The Yacht Operator 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.

### **Minors:**

The Yacht Operator may accept children as passengers (over 6 years old). However, The Yacht Operator refuses all and every liability for any accident that might occur to minors. Children are under the sole responsibility of their parents or legal guardian(s).

### **Pregnant Women:**

The Yacht Operator will accept pregnant women who present appropriate medical certificates, given that their pregnancy period does not exceed three months. Please follow your physician's medical advice. The Yacht Operator accepts no liability.

### **Indemnification from passenger:**

Each passenger agrees to compensate for all penalties, fines, charges, losses and/or expenses incurred or imposed by virtue of any act, omission or violation of law by the passenger and for all damage to the ship and property caused by willful or negligent act or omission on the part of the passenger.

### **Yacht Operator Pre-Trip Information:**

In addition to the specific terms and conditions herein, The Yacht Operator makes available to passengers pre-trip information via our website or via direct emailing to passengers. Our pre-trip information is regularly updated to reflect changes to better prepare passengers for their trip to mainland Ecuador and the Galapagos Islands. The Yacht Operator's pre-trip information should be read by all passengers to better prepare them for their trip.

### **Pricing:**

The Yacht Operator reserves the right to change prices in the event of any price increases beyond our control including, but not limited to, the price of fuel and/or fluctuations in government taxes.

### **Naturalist Guides:**

Galapagos cruises and tours with The Yacht Operator are always conducted in the English language. While our naturalist guides can offer explanations in Spanish or in another language from time to time, they cannot provide their daily briefings or explanations in two languages as this is very time-consuming and alters the rest of the group's experience. For all guests (booked FIT) who require services in a language other than English, we can, at the guest's specific timely request, hire the services of a translator or an additional guide at the guest's expense.

For private charters requiring guided services in a language other than English, The Yacht Operator will do our best to find a guide who speaks that language to be hired for the week at no additional cost. If a guide who speaks the required language is not available, a translator will have to be hired at the expense of the chartering party.

### **Substitution:**

The Yacht Operator reserves the right to substitute yachts and/or other travel services including, but not limited to, land accommodations and excursions, if it deems necessary due to force majeure, mechanical failures or lack of participants booked on a specific departure in addition to other reasons including, but not limited to, the directives of the Galapagos National Park. In such cases The Yacht Operator will make every effort to find a similar category Galapagos based yacht and cruise as an alternative. If there is a difference in the price between the original yacht and substitution yacht, that difference will be refunded to the affected passengers accordingly if the price of the substitute yacht is less than the originally booked vessel.

The Yacht Operator reserves the exclusive right to offer affected passengers a substitute program that includes some land based accommodation and excursions, both in the Galapagos and Ecuadorian mainland, which passengers may be offered in combination with or without additional refund depending on circumstance. If affected passengers accept any substitution, the offered substitution will encompass the full extent of the offer with the understanding that by accepting any such offer the passenger waives any further right to substitution, refund or additional compensation of any kind and may be asked to sign an agreement to this effect at the time substitution is made. If affected passengers choose not to accept the substitution offered, The Yacht Operator reserves the right to cancel their trip (or the remainder of the trip) and provide a refund pro rata per night not used and in such cases The Yacht Operator's responsibility is limited to the net price pro rata it was paid for the cruise, exclusive of any commissions The Yacht Operator may have paid to, or mark-ups added by, its tour sellers as the full extent of the refund.

On the very rare occasion The Yacht Operator deems it necessary to cancel a cruise and is not able to arrive at any suitable substitution options, it reserves the right to cancel the cruise in total and offer affected passengers either of the following options:

- A refund of the full net amount The Yacht Operator was paid for the cruise, exclusive of any commissions The Yacht Operator may have paid to, or mark-ups added by, its tour sellers, including the refund of any unused services such as airfare between mainland Ecuador and the The Yacht Operator, as well as the cost of changing or refunding the affected passenger's international air tickets depending on the rules governing the ticket and subject to proof of cost of change.
- A replacement trip to be offered at a later date in accommodations of equal or greater value and replacement of any unused services such as hotels and excursions as well as the cost of changing, refunding or replacing the affected passenger's international air tickets depending on the rules governing the ticket and subject to proof of cost of change.

Furthermore, at times The Yacht Operator may deem it necessary to alter the itineraries of its vessels or mainland tours, due to mechanical failure or breakdown, the discretion of the Galapagos National Park, the forces of nature, civil disturbance and other reasons, both within and beyond its control, in which case The Yacht Operator may seek to offer its passengers substitute excursions of similar or equal value and/or refunds, but is under no obligation to do so if subject to the conditions stipulated below in the 'Inability to Perform' clause.

The cost of intervening hotels, meals and transportation associated with substitutions is subject to The Yacht Operator limits. Expense beyond the stated limits and/or any items not expressly covered in the limits, such as use of additional hotel services, are the sole responsibility of the passenger and not The Yacht Operator.

When offered by The Yacht Operator, any refunds, substitutions or replacements will encompass the full extent of the offer with the understanding that by accepting any such offer the affected passenger waives any further right to substitution, refund or additional compensation of any kind and may be asked to sign an agreement to this effect at the time substitution is made.

In all the above mentioned cases in which The Yacht Operator pays a refund, either in total or pro rata, its responsibility will be limited to tours, or parts of tours, purchased from The Yacht Operator and also be limited to the net amount it was paid, exclusive of any commissions The Yacht Operator may have paid to, or mark-ups added by, its tour sellers. Just as The Yacht Operator runs business risks associated with operating its vessels and may find itself in the position of having to pay net refunds for the reasons mentioned, in purchasing tour products from The Yacht Operator, its tour sellers assume the risk of bearing the responsibility for refunding the cost of commissions and any additional mark-ups they may have charged to their customers (in excess of the net costs paid to The Yacht Operator) when the payment of such refunds become necessary for the above mentioned reasons. Accordingly, The Yacht Operator is not

responsible for any loss related to marketing costs of its tour sellers.

If a passenger requests a cash refund due to an incident, problem, malfunction, etc. for which The Yacht Operator accepts responsibility, any such refund must be approved by The Yacht Operator's finance department. Once the refund has been approved, payment will typically be sent in no less than 4 weeks from the time of complaint. In cases where The Yacht Operator's tour sellers are involved, The Yacht Operator will seek to resolve the issue via the tour seller in the form of a trade credit to the tour company, who can then pay the passenger in cash.

### **Inability to Perform:**

We will endeavor to guarantee tours as far in advance as possible; however, some tours (especially land-based tours) cannot be guaranteed until 45-60 days prior to departure. Should the passenger's program be cancelled due to lack of enrolment, you will be contacted as soon as possible after The Yacht Operator is notified of the cancellation. The program can be re-booked with no charge.

The Yacht Operator shall not be liable for debacle or inability to perform its cruises of the Galapagos Islands and tours of mainland Ecuador and Peru by reasons of strikes or industrial action, mechanical breakdown, fire, explosion, collision or damage to the hull or accommodations and fittings of its vessels, war, riot, acts of terrorism, civil commission, inability to obtain supplies and other circumstances beyond its control, including answering any distress call or any action necessary to save or preserve life at sea.

The Yacht Operator may, due to circumstances of force majeure, or unexpected events, vary the time of day of its departures of its vessels and tours, or alter its tour programs and itineraries without advance notice for the above mentioned reason including changing weather and the forces of nature, wildlife nesting habits, the vessel's safety, the safety of its passengers and crew, the discretion of the Galapagos National Park and technical reasons.

Under the aforementioned conditions The Yacht Operator is under no obligation whatsoever to provide substitution, replacement of services or refunds to any of its passengers so affected.

### **Complaint:**

Any complaint the passengers have while on holiday must be brought to the immediate attention of The Yacht Operator or its representative in order to rectify the matter. In such cases where satisfaction is not reached the complaint must be put in writing to The Yacht Operator. Such formal complaints must be received within a maximum of 30 days after the end of the tour. Complaints received after that date will not be accepted by The Yacht Operator.

### **Photography / Video:**

Unless specifically requested otherwise by the passenger prior to the end of a tour, The Yacht Operator may take photographic or film records of any of our trips and its participants, and may use such records for promotional and/or commercial purposes.

### **Special Diets:**

The Yacht Operator offers a varied menu, including international and local cuisines, designed to accommodate a variety of dietary needs including vegetarians. Passengers with special dietary needs are asked to request the latest menu offered by The Yacht Operator and in such cases that stated menu does not meet their needs to clearly convey to The Yacht Operator their specific dietary needs. It is the responsibility of passengers (and the tour company or individual booking them on a The Yacht Operator tour) with specific dietary needs not addressed in our menus to inform The Yacht Operator of their additional requirements at least 30 days prior to the start of the cruise. Those general and specific needs not clearly conveyed to The Yacht Operator cannot be met. Every reasonable effort will be made to cater to such requests within reason, subject to availability of products in Ecuador though The Yacht Operator retains the right to refuse

to cater for such special needs.

### **Snorkeling:**

Travelers' participation in water sports including scuba diving, snorkeling, sea kayaking etc. is done at the discretion of the traveler who assumes all inherent risk.

### **Beneficiary Entitlements:**

If a trip is purchased from The Yacht Operator in the name of a third person to be the beneficiary that person is also bound to all statements and conditions contained herein.

Booking Policies: The following payments are required to confirm reservations:

- At time of 20% of the total price.
- A minimum of 60 calendar days prior to departure date the remaining balance (80% of the total price).

All transactions must be in US dollars. Any expenses for transferring the funds must be covered by the client and included in payments made.

All payments indicated above must be received, credited and cleared in The Yacht Operator bank accounts by the specified due date or the reservation may be released and deposits forfeited. The price of a cruise is normally based on double occupancy (2 persons sharing a cabin). If a person does not want to share and wishes to secure a cabin for themselves, they can do so by paying an additional single supplement fee. The Yacht Operator reserves the right to refuse name changes on bookings. These are standard policies; however, under some circumstances, specific hotels, cruises and other services may have different booking policies. In such cases, your trip advisor will be in communication with you regarding these variations.

To issue final confirmation The Yacht Operator also requires:

- Passengers complete names
- Passport numbers (& passport copy in case of children)
- Nationality
- Date of birth
- Marital Status
- Dietary or medical restrictions

### **Cancellation Policies:**

All cancellations must be done in writing. If a cancellation is received more than 121 days prior to tour departure date a penalty of 10% of the payment will be retained as cancellation fee. If a cancellation is received between 120 days and 61 days prior to tour departure date, 20% of the payment will be forfeited. For a cancellation received less than 60 days prior to boat departure full tour cost will be retained. In case of charters, where we are able to resell the date as a charter at equal or greater than the cancelled charter price we will refund (after the cruise date) full charter rate. The 10% of the payment will be retained as service fee. These are standard policies; however, under some circumstances, specific hotels, cruises and other services may have different cancellation policies. In such cases, your trip advisor will be in communication with you regarding these variations.

No refund will be provided for cancellation due to cancelled, delayed or missed flights. The Yacht Operator strongly recommends passengers obtain trip cancellation/ interruption insurance to better protect themselves; such insurance should also have coverage for medical evacuation.

### **Release of Liability & Assumption of Risk:**

In paying a deposit to participate in a The Yacht Operator tour, either directly to The Yacht Operator or indirectly

via one of The Yacht Operator' resellers, passengers acknowledge and agree to the following, and any tour company or individual selling The Yacht Operator' tours (reseller) agrees to the following and to transmit the following information to those passengers whom they book on a The Yacht Operator tour and to assume full responsibility for failure to communicate this information to passengers which they book with The Yacht Operator.

Passengers (participants) taking part in a The Yacht Operator trip do so in the full knowledge that their expedition to the Galapagos Islands and mainland Ecuador with The Yacht Operator and/or the remote

areas visited by their trip inherently involves risks and dangers including, but not limited to, the forces of nature, the unpredictable behavior of wild animals, civil unrest, terrorism, roads, trails, hotels, travel by vehicles including taxis, buses, airplanes and ocean going vessels, exposure to high altitude, the consumption of alcoholic beverages, physical exertion for which the participant may not be prepared, and or negligence (but not willful or fraudulent conduct) on the part of The Yacht Operator, or others, and that during their trip participants may be exposed to additional risks and hazards including but not limited to the possibility of accident, injury or illness in a remote area without access to emergency care, rapid evacuation, adequate medical facilities or availability of medical supplies.

Trip participants (passengers) acknowledge that the enjoyment and excitement derived from an expedition and/or adventure trip comes in part from the inherent risks incurred when traveling including exposure to the activities offered during a The Yacht Operator tour such as, but not limited to, swimming, hiking, sea kayaking, snorkeling, horseback riding and scuba diving, which are all enjoyed with the participant's voluntary participation.

Fully understanding these risks and that the cost of a The Yacht Operator trip is based upon participants fully accepting the conditions stated and implied herein, as lawful consideration for being permitted by The Yacht Operator, and/or any of its affiliated organizations, to participate on a The Yacht Operator trip and take part in the trip's corresponding activities and use its facilities and equipment, participants agree to be responsible for their own welfare, and accept any and all risks of delay, unanticipated events, death, illness, injury or emotional trauma and acknowledge that they are voluntarily participating on the trip in full knowledge of these risks and therefore discharge The Yacht Operator and its owners, agents, contractors, affiliates and employees from and against any and all liability arising from their participation in the tour or expedition.

Trip participants further agree that this release shall be legally binding upon themselves and all minors under the age of 21 traveling with them, their heirs, successors, assigns, and legal representatives; it being their intention to fully assume all the risk of travel and to release The Yacht Operator from any and all liabilities to the maximum extent permitted by law.

**Special Liability Release Regarding Land Services:** The Yacht Operator, including its employees, agents, contractors, guides, associates, directors, officers and shareholders, hereinafter referred to as The Yacht Operator, gives notice that some of the services it provides in connection with its land services, including transportation, hotels and other forms of accommodations, restaurants and other services are often purchased from various independent suppliers not always affiliated with The Yacht Operator. While The Yacht Operator seeks to work with the most appropriate suppliers available, The Yacht Operator has only a limited ability to control the operations of these provides.

Therefore, those passengers and/or tour companies or tour providers arranging land travel services through The Yacht Operator do so upon the express condition that The Yacht Operator shall not be liable for any delay, cancellation, mishap, inconvenience, expense, irregularity, bodily injury or death to a person or damage to property, occasioned through the conduct of default of any company, individual or other party engaged in providing these services. Each of these suppliers is subject to the laws of Ecuador and their liability may be limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions and agreements.

Tour passengers release The Yacht Operator from any and all claims of loss or damage to baggage or property, for personal injuries or death, for loss or delay arising out of the act, omission or negligence of any independent contractors or third party supplier such as air carriers, cruise, hotels restaurants, transportation providers and other service or facilities.

The Yacht Operator is not responsible for incidents such as airline cancellations, re-routing or any disruptions of schedule, service or accommodation.

The Yacht Operator generally acts as an agent for the individual hotels, cruises and other tour services and therefore typically assumes no responsibility caused for injury, loss or damage to person or property in connection with any service resulting directly from: acts of God, detention, annoyance, delays, expenses arising from quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control. Responsibilities are limited to those of an agent, and compensation is limited to those described by individual trip cancellation policies.

Variation of conditions of terms and conditions: No employee, servant or associate of The Yacht Operator may vary any of the above booking conditions without the written consent from the board of directors. We reserve the right to change these terms and conditions in the future.

Jurisdiction: This contract / terms and conditions should be subject to the laws and the exclusive jurisdiction of the Ecuadorian courts. In case of arbitration the procedure will be carried out with the assistance of a mediator or an arbitrage tribune from the Center of Mediation and Arbitrage from the Chamber of Commerce of Quito (CAMCCQ).