

2014 BOOKING & CANCELLATION POLICIES

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THE BOAT OPERATORS 2014 POLICIES

The policies described herein constitute the entire and mutual agreement and govern the relationship between The Boat Operator, an Ecuador based Corporation and its affiliate companies, hereinafter referred to as the "Tour Company" and any and all clients of the Tour Company, be it wholesalers, travel agents or independent third parties hereinafter to be referred to as "The Client".

RECITALS

- A. The Tour Company is active in the business of providing yacht cruises and complementary services in the Galapagos Islands and mainland programs in Ecuador to The Client.
- B. The Client is active in the business of commercializing and or purchasing the Tour Company's products and services.
- C. The person or persons who will be participating and/or using the Tour Company's products and services and who has/have booked and paid a reservation through The Client, hereinafter will be referred to as "The Passenger".
- D. The Client is the representative of The Passenger and as such communicates, negotiates and interacts with the Tour Company on behalf of The Passenger.

1. GENERAL POLICIES

a. Standing

These policies apply to ALL bookings made for departures starting between January 1st through December 31st, 2014. Existing bookings for any and all 2014 departures made prior to the date these policies were published are subject to the policies herein, without exception, unless otherwise stated in writing by a Tour Company's representative. The Tour Company will adjust invoicing of existing bookings to reflect the policies stated herein. Any future bookings made for years following 2014 will be subject to the latest published policies and rates, no exceptions. The Tour Company reserves the right to change or modify the latest version of the policies, with prior notice, depending on circumstances including, but not limited to the legislation, rules, regulations, and discretion of the Galapagos National Park (GNP) and the local government. All changes made to our policies document will be informed via our newsletters.

b. Tour Company's Pre-Trip Documents

In addition to the general policies that follow, the Tour Company makes detailed pre-trip documents available to The Client. The Tour Company's pre-trip information is constantly updated to reflect changes to better prepare The Passenger for their trip to Mainland Ecuador and the Galapagos Islands. The Tour Company strongly recommends that its pre-trip documents be read in addition to the Policies described herein, by The Client and The Passenger. The Client is responsible for providing pre-trip documents to The Passenger in a timely fashion. If The Client does not have a copy of the Tour Company's most recent pre-trip documents appropriate to The Passenger's type of trip and country of origin-oriented for travelers originating in Canada & the USA or the UK (also applicable for Europe and rest of the world)-The

Client can request the Tour Company to provide such documents.

c. Medical & Health

The Passenger needs to be in good health and good physical condition to be able to fully enjoy an expedition to the Galapagos Islands and mainland Ecuador. Experiencing the islands will involve the following: Frequent transfers ashore to landing sites, or to dive sites, aboard dinghies (called pangas in the islands), 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.

Having a good sense of balance and being relatively sure footed is a requirement of the Tour Company for participation on its cruises and tours. Briefings will be given by the guide in advance of the landings to better help The Passenger determine levels of difficulty. Traveling through the highlands may involve experiencing altitudes between 2,500 and 3,600 meters (8,203 and 11,812 ft) above sea level. If The Passenger suffers from any medical condition (including allergies) that might impact their travel experience, they should consult with their physician before participating in a Galapagos or mainland Ecuador expedition and must advise Tour Company of their condition and associated medical needs typically 60 days or more prior to travel once they have been given the medical go ahead by their doctor. The Tour Company reserves the right not to accept passengers on its trips based on medical and health issues.

d. Insurance

The Tour Company strongly urges The Client to recommend The Passenger to purchase a good travel insurance policy that includes trip cancellation, interruption coverage and baggage loss protection. Most importantly, a travel insurance policy should include medical coverage, including coverage for emergency medical evacuation. Medical evacuation costs can range in the tens of thousands of dollars, so it is essential for The Passenger to have this coverage to hedge against any risk involving medical & health emergencies **on remote places. The Passenger not having this coverage will be required to cover their own medical evacuation costs.** If The Passenger does not have access to such coverage, the Tour Company can recommend an adequate policy.

Insurance for Divers

Please see our Diving Policies section.

e. Qualifying for a Tour Company Trip

Under the Tour Company's policies and other documents, including but not exclusive to its diving pre-trip documents and forms, the Tour Company defines necessary qualifications that must be met to take part on its trips to the Galapagos Islands and mainland Ecuador Programs. This not only includes physical and/or skills qualifications, but other qualifications both explicitly and implicitly contained in its policies and Medical or Reservations forms. The Client is responsible for adequately qualifying The Passenger and for bearing the responsibility and cost of The Passenger that is disqualified for not meeting the Tour Company's trip qualifications and requirements. The Passenger who is either not qualified **and/**

or misrepresents himself/herself as being qualified when he/she is not, also bears the responsibility and cost for being disqualified by the Tour Company. Documents required by the Tour Company to determine if The Passenger is qualified for a given trip must be submitted in a timely fashion, and typically no later than 60 days prior to the start of a trip. Failure to submit such documentation, or failure to submit it in a timely fashion, or to submit documents that are either incomplete, inadequate or that clearly show that The Passenger is not qualified, will result in The Passenger being disqualified from participating in the trip with funds paid to the Tour Company subject to forfeiture without requirement of substitution or refund. The Client who is in doubt of The Passenger's qualification should confer with a sales representative of the Tour Company to resolve the issue in a timely fashion, giving enough notice for a proper resolution. The Tour Company's ultimate aim is to ensure the safety of The Passenger and crew members by verifying, with the timely and responsible cooperation of The Passenger, that he/she is properly qualified. The Galapagos Islands and mainland programs are great destinations, therefore we make every effort possible for The Passenger to enjoy their holiday and get the most out of it.

f. Substitution

On the very rare occasion that the Tour Company has to make substitutions, the Tour Company reserves the right to substitute yachts and/or alter itineraries and/or other travel services including, but not limited to, land accommodations and excursions, if it deems necessary due to force majeure and/or mechanical failures for a specific departure, in addition to other reasons including, but not limited to, the directives of the Galapagos National Park and local government. In such cases, the Tour Company may place the affected Passenger on any other yacht in the Tour Company's fleet and under such circumstances; the Tour Company will provide a refund only for the difference in the price of the cabins, if the Passenger is moved to a cabin of lesser value. If it is not possible to substitute space for the affected Passenger within the Tour Company's fleet, the Tour Company 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 only if the price of the substitute yacht is less than the price of the originally booked vessel. The Tour Company reserves the exclusive right to offer affected passengers a substitute program that includes some land based accommodations and excursions, both in the Galapagos and mainland Ecuador, which The Passenger, through The Client, may be offered in combination with or without additional refund, depending on the circumstances. If the affected Passenger accepts any substitution, the offered substitution will encompass the full extent of the offer with the understanding that by accepting any such offer, The Passenger, through The Client, waives any further right to substitution, refund or additional compensation of any kind and will be asked to sign an agreement to this effect at the time the substitution is made. If the affected Passenger chooses not to accept the substitution offered, the Tour Company reserves the right to cancel the trip (or the remainder of the trip) upon a refund, through The Client, pro rata per cruise night not used. In such cases, the Tour Company's responsibility is limited to the net price pro rata it was paid for the trip, exclusive of any discounts or commissions the Tour Company may have given to or paid to, or mark-ups added by The Client as the full extent of the refund.

On the very rare occasion the Tour Company 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 the affected Passenger, through The Client, either of the following options:

- 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, or replacing the affected Passenger's international air tickets depending on the rules governing the ticket and subject to proof of cost of change. The cost of intervening hotels, meals and transportation associated with substitutions will be equal to the originally booked services. Expenses beyond the original booked services and/or any items not expressly covered in the original services, such as use of additional hotel services, are the sole responsibility of The Passenger and not of the Tour Company.
- A refund of the full net amount the Tour Company was paid for the cruise, excluding any discounts or commissions the Tour Company may have given to or paid to, or mark-ups added by The Client, including the refund of any unused services such as airfare between mainland Ecuador and the Galapagos, 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.

In all the above mentioned cases in which the Tour Company pays a refund, either in total or pro rata, its responsibility will be limited to the net amount it was paid, exclusive of any commissions the Tour Company may have paid to, or mark-ups added by The Client. Just as the Tour Company 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 Tour Company, The Client assumes the risk of bearing the responsibility for refunding the cost of commissions and any additional mark-ups they may have charged to The Passenger--in excess of the net costs paid to the Tour Company--when the payment of such refunds becomes necessary for the above mentioned reasons. Accordingly, the Tour Company is not responsible for any loss related to marketing costs of The Client.

g. Inability to Perform

The Tour Company shall not be liable for debacle or inability to perform its cruises of the Galapagos Islands and mainland Ecuador trips by reasons of strikes or industrial action, 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 Tour Company may, due to circumstances of force majeure, or unexpected events, vary the time of day of the departures of its vessels and trips, or alter its tour programs and itineraries without advance notice for the above mentioned reasons. These reasons include, but are not limited to: changing weather and the forces of nature, wildlife nesting habits, the vessel's safety, the safety of its passengers and crew, the discretion, rules, regulations and legislation of the Galapagos National Park and the local government and technical reasons. Under the aforementioned conditions the Tour Company is under no obligation whatsoever to provide substitution, replacement of services or refunds to The Passenger or The Client so affected.

h. The Galapagos National Park

The Tour Company's trips to the Galapagos Islands take place within and under the auspices of the Galapagos National Park (GNP), 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 GNP rules. The Tour Company's cruises are led by certified Galapagos National Park Guides who inform visitors of GNP rules as well as enforce them. The GNP and the Tour Company, through the authority of the GNP Guide, reserve the right to deny any visitor, in violation or disregard of GNP rules, the ability to disembark upon or visit any GNP landing site or snorkeling 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 for refund.

i. Cash Refunds

If The Passenger requests a cash refund due to an incident, problem, malfunction, etc. for which the Tour Company accepts responsibility, any such refund must be approved by the Tour Company's finance department and communicated through The Client. Requests for refunds or complaints must be received no later than 21 days from the date the cruise ended. Once the refund has been approved, payment will typically be sent to The Client in no less than 4 weeks from the time of complaint. The Tour Company may seek to resolve the refund with The Client in the form of a trade credit, and The Client can then pay The Passenger in cash. No cash refunds will be provided for surcharges.

j. Credits

All credits that The Client has with the Tour Company will be applied, within a reasonable time frame, under the discretion of the Tour Company's Finance Department. However, the Tour Company is open to The Client's suggestions for the application of those credits. The Client may not apply any credits to future payments without previous approval of the Tour Company's Finance Department. No credits can be applied for surcharges.

k. Special Diets

The Tour Company offers a varied menu, including international and local cuisines, designed to accommodate a variety of dietary needs including vegetarian diets. It is the responsibility of The Client making the booking for The Passenger with specific dietary needs (not addressed in our menus) to inform the Tour Company of The Passenger's additional requirements at least 60 days prior to the start of the cruise. General and specific needs must be clearly conveyed to the Tour Company in order for them to be properly attended to. Every effort will be made to cater to such requests within reason and subject to availability of products in Ecuador and the Galapagos Islands.

l. Responsibility of The Passenger

In addition to obeying GNP rules and the rules of other National Parks visited in mainland Ecuador, The Passenger has a responsibility to the Tour Company, its crewmembers and other passengers as well as to GNP Guides, dive masters, land guides and drivers. The Passenger is responsible for understanding the conditions explicitly and implicitly communicated in the trip itinerary, this document and pre-trip documents, as well as information communicated by guides/dive masters and crewmembers throughout their trip, following normal patterns of social behavior and observing all safety requirements without exception, while acting in an appropriate and respectful manner toward crewmembers and all personnel offering tour services. The Tour Company reserves the right to disembark The Passenger at any time, without recourse to refund or reimbursement, who acts in a hostile and/or disruptive manner, who flagrantly displays disregard for the welfare of other passengers, crewmembers and wildlife or for failing to adhere to the above stated responsibilities.

m. Beneficiary Entitlements

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

n. Forbidden Items

The Tour Company, in conjunction with international law, local laws, and the rules of the Galapagos National Park, prohibit The Passenger 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 inflammable objects while participating on any of the Tour Company's trips. Furthermore, protecting the Galapagos National Park from introduced species is a serious business, which is why the GNP forbids visitors from transporting biological items, including, but not limited to, flowers, plants, fruits and seeds grown elsewhere, into the GNP. The Passenger should not attempt to bring (and The Client should advise The Passenger not to bring) items such as roses or tropical flowers purchased on the mainland to the Galapagos as these will be confiscated and the offender may be subject to a fine.

o. Illegal Substances

As well as being against the local laws, the transport or use of any illegal substance, including illicit drugs, is expressly forbidden while on a Tour Company trip. 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 the mainland or in the luggage at airports. Therefore, if such substances are used by, or found to be in the possession of The Passenger, The Passenger will 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.

p. Surcharges & Taxes

The Tour Company reserves the right to apply additional surcharges and taxes to new and existing bookings for circumstances or reasons including, but not limited to the rules, regulations, legislation and discretion of the Galapagos National Park and the local government. Every effort will be made by the Tour Company to communicate new surcharges to The Client in a timely manner via the Tour Company's monthly newsletters.

q. Newsletters

The Tour Company will send its newsletters and updates to its client distribution list. In these newsletters will be contained the most important information and changes that the Tour Company feels The Client should be aware of. It is The Client's responsibility to read these newsletters carefully to be aware of any changes or updates with the Tour Company and its policies. To request to be added to the Tour Company's distribution list for its newsletters, please use the contact information near the end of this document.

r. Guide

All naturalist guides used by The Tour Company on its Galapagos cruises are English speaking guides. In the case of private charters, the chartering party can request to have a naturalist guide who speaks a different language. The Tour Company will do its best to find a guide certified by the Galapagos National Park who speaks the requested language. Chartering party must be aware that there may be an additional cost to hire a guide for languages other than Spanish or English, and said

cost must be covered by chartering party. If no guide can be found, a

translator will have to be hired at the expense of the chartering party. Passengers who book individually and wish to have a guide speaking a different language must contact the Tour Company and will be charged additionally for such a request. The Tour Company cannot guarantee availability of this type of guide until said guide has been confirmed.

2. BOOKING & CANCELLATION POLICIES**a. CHARTERS**

Important: The Tour Company will not confirm a Charter booking unless The Client* has sent the signed Charter Agreement to their respective Tour Company sales agent. This assures the Tour Company that the terms for booking a charter are well understood and agreed upon by The Client.

Chartered vessels to be sold as FIT's by the Client: The Client agrees not to undercut the Tour Company's 2014 published FIT or Charter rates.

**Under Charter Booking and Cancellation policies, The Client becomes "The Charterer" and is the company or person who has signed the Charter Agreement and who is responsible for all payments due to the Tour Company.*

i. Charter Booking & Payments (Applies to Cruises Only)

The following payment schedules and amounts apply to cruise Charters:

Bookings Made:**331 days or more prior to departure:**

- A non-refundable 1st deposit of 5% of the gross charter price is due at the time of booking.
- A non-refundable 2nd deposit of 10% of the gross charter price must be received 330 days prior to departure.
- A non-refundable 3rd deposit of 10% of the gross charter price must be received 260 days prior to departure.
- A non-refundable 4th deposit of 25% of the gross charter price must be received 210 days prior to departure.
- Final non-refundable payment is due 60 days prior to departure.

330 days to 211 days prior to departure:

- A non-refundable 1st deposit of 15% of the gross charter price is due at the time of booking.
- A non-refundable 2nd deposit of 10% of the gross charter price must be received 260 days prior to departure.
- A non-refundable 3rd deposit of 25% of the gross charter price must be received 210 days prior to departure.
- Final non-refundable payment is due 60 days prior to departure.

210 to 61 days prior to departure:

- A non-refundable deposit of 50% of the gross charter price is due at the time of booking.
- A final non-refundable payment is due 60 days prior to departure.

60 days or less prior to departure:

- Final non-refundable payment for the full amount of the charter is due at the time of booking.

Important Notes:

- Chartering a vessel involves a serious financial commitment for which The Charter assumes all responsibility and risk and is in no reason or circumstance exempt from the Tour Company's charter cancellation policies.
- Moving a confirmed charter to a future date is considered a charter cancellation if the cancellation is made within the dates stipulated on the Charter Cancellation policy.
- The Tour Company strongly urges The Client to recommend The Passenger to purchase a good travel insurance policy that includes trip cancellation, interruption coverage and baggage

- ii. **Charter Cancellation Policy (Applies to Cruises Only)**
The following cancellation penalties will be applied at the cut-off times indicated below:

Cancellations Made:

331 days or more prior to departure:

- All payments received are non-refundable

330 days to 211 days prior to departure:

- All payments received are non-refundable and due payments will be applied as cancellation penalty.

210 to 61 days prior to departure:

- All payments received are non-refundable and due payments will be applied as cancellation penalty.

60 days or less prior to departure:

- Full charter price will be applied as cancellation penalty.

With the above charter cancellation policy in mind, the Tour Company encourages new clients to start by selling FITs and only charter yachts once they are confident they are capable of selling a full charter. The Charterer cannot undercut or sell at FIT or Charter rates lower than the 2014 prices published by the Tour Company.

Benefits to the Charterer:

If the Charterer is experiencing difficulty in selling the Charter at any time prior to the departure date of the cruise and does not want to cancel the Charter, the Charterer can communicate and request the Tour Company to help the Charterer sell the space available. Consequently, management of the available space will pass to the Tour Company. In addition, the Tour Company will typically charge a commission of 35% on the gross price the space was sold for, and remit the balance to the Charterer the week following the cruise arrival date. The commission the Tour Company charges may vary depending on the circumstances of the sale of the space available. The status of spaces sold will be provided upon request. If the Charterer chooses this benefit, the Charterer will have to continue to make the payments as stated in the above Charter Booking policies.

b. GROUP BOOKINGS

3 or more cabins or 5 or more spaces booked at the same time by The Client are considered by the Tour Company as a group booking.

Important: The Tour Company requires The Client to disclose if the bookings being made are for a group.

i. Group Bookings & Payments

The following payment terms and schedules apply for cruises and respective land based tours:

Bookings Made:

211 days or more prior to departure:

- **GRACE:** A 1st non-refundable deposit of \$500 per passenger is due at the time of booking.
- **EVOLUTION:** A 1st non-refundable deposit of \$500 per passenger is due at the time of booking.
- A 2nd non-refundable deposit of 35% of the gross FIT price must be received 210 days prior to departure.
- Final non-refundable payment is due 60 days prior to departure.

210 to 61 days prior to departure

- A non-refundable deposit of 50% of the gross FIT price is due at the time of booking.

- Final non-refundable payment is due 60 days prior to departure.

60 days or less prior to departure:

- A non-refundable payment for the full FIT price is due at the time of the booking.

iii. Group Cancellation Policy (Applies to Cruises Only)

The following cancellation penalties will be applied at the cut-off times indicated below when a minimum of 3 pax of the group cancel: (If a maximum of 2 pax of the group decide to cancel, FIT Cancellation Policy will apply to each canceling passenger) Invoicing will be adjusted to reflect such a cancellation.

Cancellations Made:

211 days or more prior to departure

- All deposits received are non-refundable.

210 days to 61 days prior to departure

- All payments received are non-refundable and due payments will be applied as cancellation penalty, but 25% of the payments made can be applied to a future cruise* provided that Tour Company receives proof that the future booking is made by (or for) the same passengers who made the cancellation.

60 days or less prior to departure

- All payments received are non-refundable and due payments will be applied as cancellation penalty and cannot be applied to a future cruise.

* A future cruise is any departure (subject to availability) within 12 months of the original departure date. The applicable rates and policies will be the ones corresponding to the new cruise departure date.

c. BOOKINGS FOR INDIVIDUAL TRAVELERS (FITs)

i. FIT Bookings & Payments

The following payment schedule and amounts apply for cruises and respective land based tours:

Bookings Made:

61 days or more prior to departure:

- **GRACE:** A non-refundable deposit of \$500 is due at time of booking.
- **EVOLUTION:** A non-refundable deposit of \$500 is due at time of booking.
- Final non-refundable payment is due 60 days prior to departure

60 days or less prior to departure:

- A full, non-refundable payment is due at time of booking

Important Notes:

- The price of a cruise is based on double occupancy (2 passengers sharing a cabin). If The Passenger does not want to share and wishes to secure a cabin for themselves, they can do so by paying an additional single supplement fee as stated in 2014 pricing.
- The price of land based tours is based on single, double or triple occupancy, as requested by client. Single supplements will be applied according to the policies of the hotels and providers of the services used.

ii. FIT Cruise Cancellation Policy

The following cancellation penalties will be applied at the cut-off times indicated below:

61 days or more prior to departure:

- All payments received are non-refundable.

60 days or less prior to departure:

- The full FIT prices will be applied as cancellation penalty.

g. LAND BASED TOURS

i. Land Based Programs Bookings & Payments

The following payment schedule and amounts apply to land based tours on mainland Ecuador only:

If Land Based Tour bookings are made in conjunction with any type of cruise booking, the corresponding cruise booking and payment policies will apply for the Land Based Tour booking and will be invoiced accordingly. Land Based Tour cancellation policies are described as follows:

For Land Based Tour bookings only, the following policies apply:

Bookings Made:

61 days or more prior to departure:

- A deposit of 15% of the cost of the land based program is required to confirm, unless a specific supplier requests a larger deposit.
- Final payment is due 60 days prior to departure.

60 days or less prior to departure:

- A full, non-refundable payment is due at time of booking.

Important Notes:

- The price of mainland Ecuador programs can be based on single, double or triple occupancy as requested by The Client and subject to the supplier's rules and regulations.

ii. Land Based Tour Cancellation Policy

The following cancellation penalties will be applied at the cut-off times indicated below for FIT or group bookings.

61 days or more prior to departure:

- Full refund will apply except for any payments made by the Tour Company to its suppliers which are non-recoverable.

60 days or less prior to departure:

- Full payment will be applied as cancellation penalty.

h. Special FIT Cancellation Policy – (For cancellations made 30 days or less prior to date of departure)

i. Cancellations due to Illness or Injury

- The Tour Company will keep all payments received as penalty, reason for which we strongly urge The Client to recommend The Passenger to obtain trip cancellation / interruption insurance to cover for such unforeseen or force majeure incidents.

ii. Cancellations due to Death of an Immediate Family Member

- For immediate family members (husband, wife, daughter, son, mother, father, brother or sister) 50% of the monies received will be refunded or 100% of monies received will be credited towards a future cruise. *Legal death certificate is required.*

iii. Cancellation due to Cancelled, Delayed or Missed Flights

- No refunds or credits. The Tour Company recommends that passengers arrive to mainland Ecuador two nights before a Galapagos cruise date in case flight complications arise.

The Tour Company strongly urges The Client to recommend The Passenger to obtain trip cancellation / interruption insurance to better protect themselves; such insurance should also have coverage for medical evacuation. If The Passenger or The Client does not have access to such coverage, The Tour Company can recommend an adequate policy.

d. FIT Discount Policy for Children

Regular FIT Departures

- A discount of 50% off the Galapagos National Park entrance fee and Galapagos flights is granted for all children 11 years of age and under. This discount is subject to change without notice due to the rules and regulations of the airlines and the Galapagos National Park.
- A discount of 30% applies to the published cruise rates for children 11 years of age and under (max of 2 discounts per family).
- A 10% discount off the Tour Company's land based program's net price will be honored for children 11 years of age and under with a maximum of two discounts per family. There are no discounts for hotel nights.

Note 1. The above discounts are applied to the cruise rate and land based program only. Child discounts are not offered during holiday departures including Christmas, New Years and Easter.

Note 2. A birth certificate or copy of the child's passport is requested in order to apply for child discounts.

e. General Booking Disclosures

- All bookings are subject to surcharges imposed by the GNP and the local government on or before the cruise departure date which must be complied with in order to confirm or maintain a booking, otherwise the booking system will place the booking in option and all payments received will be forfeited.
- The Client cannot undercut or sell at FIT or Charter prices lower than the 2014 prices published by Tour Company.
- Modifications to Existing bookings made by The Client:** Downgrades made 61 days or more prior to the departure date will receive a refund equivalent to the difference in cost from the old booking to the new booking. No refunds or credits will be granted for downgrades made 60 days or less prior to the date of the departure. Downgrades include: changes from higher priced to lower priced cabins, changes from Adult bookings to Child bookings and changes from single supplement bookings to willing to share bookings. An upgrade to a confirmed booking will be charged accordingly, regardless of the anticipation with which it is made. Upgrades include: changes from lower priced to higher priced cabins, changes from Child bookings to Adult bookings and changes from willing to share bookings to single supplement bookings.

f. General Cancellation Disclosures

- All cancellations are handled by the Tour Company finance department.
- All cancellations must be reported to the Tour Company sales agent who made the booking and copied to our accounts receivable manager and received via email no later than 5pm EST time. All cancellations received after 5pm EST will be registered on the next day.
- If The Client does not receive a reply via email confirming the cancellation on the same day, The Client is responsible to notify the Tour Company of the cancellation via phone on the same day. This is required if either party is experiencing Internet problems or if The Client wishes to confirm the cancellation urgently.
- If the cancellation is received via email or voice message on an Ecuadorian or US holiday by 5pm EST time, it will count as the date of the cancellation without having the need to receive a confirmation from the Tour Company.
- All cancellation penalties will be strictly applied according to the Tour Company's 2014 Booking and Cancellation policies.

3. SCUBA DIVING

c. Dive Warning

Diving in the Galapagos is an activity that should not be taken lightly. Strong currents, surge, cold water, winds and lava protrusions make some areas very difficult, even for the experienced diver. That is why we only accept intermediate to advanced divers on our trips. Divers should never dive alone, either when simply snorkeling or when using scuba gear and always obey the directions of the Dive Master. All dives are subject to weather conditions, water currents and other factors. All divers are required to fully acquaint themselves with all the Tour Company's pre-trip dive documents. These documents are available upon request.

d. Dive Trip General Information

The Galapagos National Park no longer allows naturalist cruise ships to offer diving as an integral part of the Galapagos expedition. However, the Tour Company is permitted to organize Scuba Diving for those passengers that are interested in doing so.

For further information on how we can assist with organizing Scuba Diving in the Galapagos, please inquire further details with your travel consultant

e. Dive Qualifications

Only experienced certified divers will be permitted to participate in any of The Tour Company's dive tours. Beginner divers are not accepted on the Tour Company's Diving activities due to the difficulty of the dives (no exceptions).

i. Divers must be a minimum of 16 years of age.

ii. Divers must have the required insurance as indicated on this document.

iii. Divers must have a minimum of:

- 30 open water dives to participate with a minimum of 10 dives during the previous 12 months or 20 dives during the previous 24 months prior to their Galapagos trip.

iv. The Tour Company may consider accepting divers with fewer dives at its discretion and according to the local dive provider's requisites, providing the diver can show the dives being submitted for consideration of qualification were performed at dive locations requiring a high level of experience on par with the Galapagos.

v. Those wishing to dive in the Galapagos, but without the requisite experience above, can consider apply for participation and acceptance will be subject to Tour Company's discretion and approval.

vi. Divers will be required to submit proof of requisite dives at the time their booking is confirmed, and no less than 61 days prior to departure, unless otherwise agreed to by the Tour Company. Final dive trip acceptance rests with the Tour Company and its Dive Masters.

vii. In cases of pre-existing medical conditions, divers will be required to provide a medical certificate of good health issued by a physician no less than 6 months prior to the departure date of their Galapagos cruise.

a. Insurance for Divers

Passengers on the Tour Company's dive trips in the Galapagos Islands are required to show proof of the following insurance coverage:

- Health insurance that includes coverage for injuries or accidents that take place while diving in the Galapagos Islands
- Emergency medical evacuation coverage
- Coverage that extends to use of a hyperbaric chamber

Not many health insurance policies cover diving accidents and few, if any will cover the cost of emergency medical evacuations and use of a hyperbaric chamber. Divers traveling to the Galapagos must therefore make certain that their health coverage will extend to injuries or accidents that take place while diving. If The Passenger's normal health insurance company does not cover this, The Passenger will need to purchase a supplemental policy designed to do so. The same applies to coverage for emergency dive evacuation and use of a hyperbaric chamber that may become necessary during a dive trip to the Galapagos. Both DAN and PADI offer excellent dive policies with various levels of coverage (and down to various depths). Their agents will help interested divers to secure the appropriate level of coverage. Divers will most likely be required to join these organizations for a nominal fee to purchase one of their policies. We can't overemphasize the importance of securing a policy that covers emergency medical evacuation and use of hyperbaric chamber for diving on a remote place like the Galapagos Islands.

Though accidents are rare, when one does occur, evacuation costs are very steep. If Passengers fail to secure such coverage, it will be incumbent on The Passenger to cover any personal evacuation costs should the need arise.

For PADI Sponsored Dive Insurance go to:

<http://www.diveinsurance.com> *For*

DAN Dive Insurance go to:

<http://www.diversalertnetwork.org>

b. Dive Forms & Dive Trip Applications

Dive participants are required to complete and return the forms listed below prior to final acceptance on the Tour Company's dive trips. Diver's completed, dated and signed Dive Trip Application must be returned to the Tour Company, no more than 21 days following the date the booking is confirmed. Failure to do so may result in Diver's disqualification from the trip and deposits being forfeited. The Tour Company has had to enact such strong requirements due to safety issues related to the seriousness of diving in the Galapagos and because a number of past dive participants failed to meet the Tour Company's requirements. Safety-first is the Tour Company's Policy and its goal is to insure each diver's experience is as safe as possible and to place each diver on a departure appropriate to their

level of skill and conditioning. If The Client has not received these forms please contact The Tour Company immediately.

- Dive Trip Application
- Health & Medical Form
- Waiver & Release of Liability
- Assumption of Risk & Indemnity Agreement (applies to divers under 18 years of age)

f. **Other Requirements**

Divers who have not participated in a dive for more than 6 months must take at least one refresher course dive from a certified instructor prior to their Galapagos departure due to insurance requirements.

- Divers wishing to use Nitrox (see below) must provide at least a Basic Nitrox Diver certification to their dive master when they arrive in Galapagos or will not be permitted to dive using Nitrox. Nitrox dives are subject to availability.
- Divers will be required to undergo equipment and skills tests at the beginning of their trip with the Dive Master to ensure equipment is in working order and each diver has the requisite ability to dive in the Galapagos Islands.

g. **The Dive Masters**

The Tour Company's number one priority is safety, in concert with making sure that Passengers have one of the most enjoyable and amazing dive trips of their lives. To this end, The Tour Company will work only with the most trusted and professional local dive providers who employ the most skilled Dive Masters available.

GNP guides and dive masters cannot focus on individual passengers all the time as their job is to oversee and take care of the entire group. For this reason divers should be EXPERIENCED ENOUGH to control their immersions and know when they can or cannot dive, etc. **All authority on the trip resides with the Dive Master concerning whether or not a diver or divers may dive at a given site for any reason. The decision of the Dive Master is final concerning such determinations as whether or not conditions or skill levels are right to make a dive.** Adherence to the above is a requirement of participation on the Tour Company's Dive Trips.

4. RELEASE OF LIABILITY & ASSUMPTION OF RISK

The Client and/or The Passenger participating in and/or purchasing a trip from the Tour Company, do so with the full knowledge that an expedition to the Galapagos Islands and mainland Ecuador with the Tour Company, and/or the 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, strikes and/or civil unrest, roads, trails, 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 Tour Company, or others. During the trip The Passenger 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. The Passenger acknowledges 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 Tour Company trip such as, but not limited to, swimming, hiking, sea kayaking, snorkeling, horseback riding and scuba diving, which are all enjoyed with The Passenger's voluntary participation. Fully understanding these risks and that the cost of the Tour Company's trip is based upon The Passenger fully accepting the conditions stated and implied herein, as lawful consideration for being permitted by the Tour Company, to participate on a Tour Company trip and take part in the trip's corresponding activities and use its facilities and equipment. The Passenger agrees 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 Tour Company and its owners, agents, contractors, affiliates and employees from and against any and all liability arising from their participation in the trip or expedition. The Passenger further agrees 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 Tour Company from any and all liabilities to the maximum extent permitted by law. In the unlikely event a legal dispute should arise involving any part of these statements whatsoever, the following conditions will apply: the dispute will be submitted to a neutral third-party mediator through the Chamber of Commerce in Quito, Ecuador, with both parties splitting equally the costs of such a mediator. If the dispute cannot be resolved through mediation then the dispute shall be submitted for binding arbitration through the Chamber of Commerce in Quito, Ecuador. Resolution of the dispute will be governed by the laws of Ecuador, and the maximum recoverable amount to which the Charterer will be entitled under any and all circumstances will be the net cost of the Voyage paid to the Tour Company by Charterer exclusive of any commissions and or markups. The Client agrees to communicate these risks and these terms to the Passenger on whose behalf they are making a booking for.

a. Special Liability Release Regarding Land Services

The Tour Company, including its affiliated companies, employees, agents, contractors, guides, associates, directors, officers and shareholders, hereinafter referred to as the Tour Company, gives notice that many 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 affiliated with the Tour Company. While the Tour Company seeks to work with the best suppliers available, the Tour Company has only a limited ability to control the operations of these providers. Therefore, The Client arranging land based programs through the Tour Company does so upon the express condition that the Tour Company shall not be liable for any delay, cancellation, mishap, inconvenience, expense, irregularity, bodily injury or death to The Passenger or damage to property, occasioned through the conduct of default of any company or individual engaged in providing these services. Each of these suppliers is subject to the local laws and their liability may be limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions and agreements.

5. Agreement to 2014 Policies

By submitting a deposit to confirm a booking for departures starting on January 1st through December 31st, 2014, The Client acknowledges to having read and understood the 2014 Policies of the Tour Company and agrees to comply with any and all General, Booking and Cancellation policies, with their respective clauses and sub-clauses. Where applicable, The Client has read, understands and agrees to comply with the Diving policies and their respective clauses and sub-clauses detailed in the 2014 Policies. Furthermore, The Client admits to have read and understood and agrees with any and all recommendations and/or suggestions set forth by the Tour Company in the 2014 Policies. The Client also agrees to communicate in a timely and proper fashion the 2014 Policies to its respective market, be it wholesalers, travel agents or the general public; with the understanding that upon receiving a deposit to confirm a booking from The Client by the Tour Company, The Client has communicated the 2014 Policies to its respective market.

- b. By submitting a deposit to confirm a booking, The Client also hereby asserts that the 2014 Policies of the Tour Company are clear; with the understanding that any ambiguity, inconformity and/or discrepancy in the interpretation of the 2014 Policies by The Client has been communicated in writing to the Tour Company and the Tour Company has provided proper clarification in writing and to the satisfaction of The Client, such that The Client has not left out any ambiguity, inconformity and/or discrepancy in the interpretation of the 2014 Policies.