

# Booking Conditions

## Bookings & Payments

The following amounts are required to confirm bookings at the cut-off times indicated below.

Bookings made:

- \* Deposit: 20% of the whole amount per person at the moment of confirmation.
- \* 60 days prior to departure, full payment is required. If the balance is not paid in time we reserve the right to cancel your booking, retain your refund, and apply the cancellation charges shown below.

**Note:** All payments must be received by the due date or the reservation is automatically cancelled and deposits forfeited.

No changes in passengers' names or tour dates are accepted; if any such changes are made, the reservation is considered a new one and the original one cancelled subject to all applicable penalties.

FIT discount policy for children

There is a 50% discount on the Lodge's gross price of the tour for children 12 years of age and under.

## Cancellations and delays

When offered by the Lodge, any refunds, substitutions or replacements encompass the full extent of the offer with the understanding that, by accepting any such offer, the affected visitor(s) waive(s) any further right to substitution, refund or additional compensation of any kind. Visitors are asked to sign an agreement to this effect at the time any substitution, refund or additional offer is made.

Despite operating with excellent ground, air and water transportation services, forces of nature (e.g., inclement weather or fluctuating river levels) can cause delays in the arrival or departure of visitors.

No expenses related to the partial or total loss of bookings for programs that you have with other operators are the responsibility of the Lodge. It is suggested that you leave adequate time between bookings to allow for delays.

## Cancellations/delays due to forces of nature on the way to the Lodge

If you are unable to arrive at the Lodge at the scheduled time due to forces of nature and are obliged to spend a night in a different place to the one requested and booked, the Lodge provides you with suitable accommodations, meals and activities free of charge.

## Cancellations/delays due to forces of nature when leaving the Lodge

If you are not able to leave the Lodge due to forces of nature, the night's lodging and meals are covered by the Lodge.

## Cancellation due to cancelled, delayed or missed flights of another operator inside or outside of Ecuador

No refunds.

## Cancellations due to the death

Due to the death of an immediate family member (husband, wife, daughter, son, mother, **and father**), 50% of monies is refunded or 100% of monies is credited towards a future tour.

**Note:** This is valid up to 60 days prior to departure upon presentation of death certificate.

## Cancellations due to illness or injury

- \* If a medical certificate is provided, 50% of payments is charged as penalty and 50% is credited towards a future tour.
- \* Without a medical certificate, 100% of all monies is charged as a cancellation penalty.

**Note:** Medical certificates should include the registration number of your M.D. This is valid up to 60 days prior to departure.

## Cancellation policy

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

121 days or more prior to departure:

- \* Deposit is non-refundable but can be applied to a future tour (a future tour is any departure, subject to availability, within 12 months of the original departure date. Tour credits are not transferable and therefore must be used by the original passenger. The applicable rate will be the one for the new tour date).

120 to 61 days prior to departure:

- \* All deposits are non-refundable.

60 days prior to departure:

- \* Full payment is applied as a cancellation penalty.

## Substitution

The Lodge reserves the right to substitute lodges and/or other travel services including, but not limited to, accommodations and excursions, if it deems it necessary to do so due to force majeure, or lack of participants booked for a specific departure date, in addition to other reasons. In such cases, the Lodge may place affected visitors at another lodge of similar category in the Ecuadorian Amazon. If there is a difference in the price between the Lodge and the substituted lodge, that difference will be refunded to the affected visitors. The Lodge may, on occasion, offer affected visitors a substitute program that includes some land-based accommodation and excursions, on the Ecuadorian mainland, with or without additional refund depending on the circumstance.

If affected visitors accept any substitution, the offered substitution will encompass the full extent of the offer with the understanding that by accepting any such offer the visitor waives any further right to substitution, refund or additional compensation of any kind. Affected visitors will be asked to sign an agreement to this effect at the time of substitution.

If affected visitors choose not to accept the substitution offered, the Lodge reserves the right to cancel their trip (or the remainder of the trip). In such cases, a pro-rata refund based on any program/night not used (in accordance with the net excursion price the Lodge was paid for the trip, exclusive of any commissions offered by the Lodge, or mark-ups that may have been added by its tour sellers) will represent the full extent of the refund.

On the very rare occasion that the Lodge should deem it necessary to cancel an excursion and is not able to arrive at any suitable substitution options, it reserves the right to cancel the excursion in full and offer affected passengers one of the following options:

- \* A refund of the full net amount the Lodge was paid for the excursion (exclusive of any commissions offered by the Lodge, or any mark-ups added by tour companies, which assume the cost of such mark-ups as a risk of doing business) including the refund of any unused services which were part of the program.
- \* A replacement trip to be offered at a later date.

## Inability to perform

The Lodge is not liable for the inability to make the journey for reasons of: strikes or industrial action; fire; explosion; air accidents; mechanical failure of airplanes, vans, motorized canoes; war; riot; acts of terrorism; civil insurrection; and other circumstances beyond its control.

The Lodge may, due to circumstances of force majeure, or unexpected events, vary the time of day of its departures, or alter its tour programs and itineraries without advance notice for the above-mentioned reasons, as well as changing weather and forces of nature, the safety of its visitors and staff, and technical reasons. Under the aforementioned conditions, the Lodge is under no obligation whatsoever to provide substitution, replacement of services or refunds to any of its visitors so affected.

The Lodge and or its agents accept no responsibility for losses or additional expenses due to the delay or changes in air schedules, loss of (or damage to) baggage or any article belonging to the passenger, sickness, personal health, weather, strikes, fires, explosions, earthquakes, floods, epidemics, conditions of trails, river levels, road conditions, transportation delays, wars, accidents, chance, acts of God, force majeure or other causes. Any and all such losses or expenses will have to be borne by the passenger, as tour rates provide for arrangements only for the time stated.

## Release of Liability & Assumption of Risk

On paying a deposit to participate in the Lodge programs, those reserving on their own behalf acknowledge and agree to the following, or in the case of reservations on behalf of third parties agree to transmit the following information to those visitors. In such cases, those reserving on behalf of others must assume full responsibility for any failure to communicate this information to those visitors:

Visitors (participants) taking part in the Lodge trip do so with the full knowledge that their tour involves risks and dangers including, but not limited to: forces of nature; the unpredictable behavior of wild animals; civil unrest; terrorism; roads; trails; travel by vehicles including taxis, buses and airplanes; 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 Lodge, 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 or injury in a remote area without access to emergency care, rapid evacuation, adequate medical facilities or availability of medical supplies.

Visitors (participants) acknowledge that the enjoyment and excitement derived from a tour comes in part from the inherent risks incurred when traveling, including exposure to the activities offered during the Lodge programs, especially swimming and hiking activities, which are all enjoyed with the participant's voluntary participation.

Fully understanding these risks, and that the cost of a tour is based upon participants fully accepting the conditions stated and implied herein as lawful consideration for being permitted by the Lodge, and/or any of its affiliated organizations, to participate in a Lodge tour and take part in the trip's corresponding programs 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 Lodge and its owners, agents, contractors, affiliates and employees from and against any and all liability arising from their participation in the tour or its programs.

Visitors further agree that this release is 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 Lodge 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 in Quito, Ecuador, with both parties assuming equally the costs of such a mediator.

Resolution of the dispute will be governed by the laws of Ecuador, and the maximum recoverable amount to which the trip participant will be entitled under any and all circumstances will be the net cost of their trip with the Lodge, exclusive of any commissions and/or markups.