

M.V. ECLIPSE - TERMS & CONDITIONS 2014

Medical & Health:

Guests should be in good physical health in order to be able to make the most of their Galapagos Cruise. Visiting the different islands involves the use of small motorized dinghies, or pangas as they are locally known, and there are some landings on wet and slippery lava rocks. The daily nature treks may include walking on irregular and elevated terrain and getting in and out of the pangas occasionally requires some physical effort. If a passenger suffers from any medical condition, we advise him/her to consult a physician prior to booking the cruise.

Insurance:

Travelers are strongly recommended to purchase trip cancellation insurance, which will reimburse the cost of air tickets and other non-refundable trip payments. Life, international medical, baggage loss & delay, and personal belongings insurance are also recommended. The MV Eclipse's operator, assumes no liability for lost or stolen personal belongings during the trip.

Vessel Replacement:

The MV Eclipse's operator reserves the right to substitute the MV Eclipse if considered necessary (i.e. force majeure, mechanical failures, insufficient passengers on a specific departure etc.). If this is not possible, The MV Eclipse's operator will make every effort to find a similar category yacht as an alternative. If there is a difference in price, this will be refunded accordingly. If the travelers do not take this option, The MV Eclipse's operator reserves the right to cancel the trip upon a refund pro rata per cruise night not used or, as an alternative, will offer credit towards a future cruise on the MV Eclipse.

The Galapagos National Park:

The Galapagos Islands are a National Park and Marine Reserve and there are certain rules and regulations that need to be complied with. The naturalist guide will inform passengers of these rules. The Galapagos National Park and The MV Eclipse's operator, through the guide aboard, reserve the right to deny any passenger disembarkation on the islands for land visits if any of these regulations are ignored or violated.

Special Diets:

Some travelers have special dietary requirements. In this event, The MV Eclipse's operator should be contacted at least 30 days prior to the start of the cruise. Every effort will be made to accommodate any special requests, subject to the products' availability in Ecuador.

Responsibilities of Travelers:

Travelers have responsibilities to their fellow passengers and The MV Eclipse's operator crewmembers. They should review the conditions contained within the trip itinerary, follow normal social behavior patterns with fellow passengers and observe all safety requirements on board and on excursions, acting in an appropriate and respectful manner to the Eclipse's crewmembers and all other personnel involved in the cruise.

FIT & GROUP PAYMENT POLICIES**a) Reservations made 61 days or more prior to departure:**

A deposit of US \$400 per person is required to confirm the booking. The final balance is required 60 days prior to departure. If the payment is not received on time, the space(s) will be automatically released.

b) Reservations made 60 days or less prior to departure:

A full non-refundable payment is required to confirm the booking.

The price of the cruise is based on double occupancy. If a person does not occupy a single cabin, single supplements are as follows:

1.5 x the twin rate for Staterooms

2 x the twin rate for Superior and Deluxe Staterooms

FIT & GROUP CANCELLATION POLICIES**a) Cancellations made 121 days or more before departure:**

The deposit will be refunded, less a US \$200 service charge per person.

b) Cancellations made 120 to 61 days prior to departure:

All deposits are non-refundable.

c) Cancellations made 60 days or less prior to departure:

Full payment will be applied as the cancellation penalty.

Air tickets and entrance fees will only be charged if cancellations are made 9 days or less prior to departure.

For changes of flight routes to the Galapagos Islands received 9 days or less prior to cruise departure, no refunds will be made.

PEAK SEASON FIT PAYMENT & CANCELLATION POLICY:

For our three peak season cruise dates (Easter April 12-19, Christmas Dec 20-27 and New Year Dec 27-Jan 03) we require 25% deposit of the gross cruise price upon confirmation and final payment 90 days prior to departure. The deposit is non-refundable.

For cancellations received 90 days or less prior to these departures, full payment will be applied as penalty.

CHARTER PAYMENT & CANCELLATION POLICIES

a) Bookings made 181 days or more prior to the departure date:

A deposit of 10% of the gross charter price is required to confirm the booking. A second deposit of 20% of the gross charter price must be received 180 days prior to departure. The final balance should be paid 60 days prior to departure.

b) Bookings made 180 days to 61 days before departure:

A deposit of 30% of the gross charter price will be required to confirm the booking. The final balance should be paid 60 days prior to departure.

c) Bookings made 60 days or less before departure:

Full payment is required to confirm the booking.

All deposits are non-refundable except in cases as stated in our Yacht Charter Agreement.

All payments must be received on time, otherwise the vessel will be automatically released and deposits forfeited.

All charters require a signed charter agreement between both parties.

PEAK SEASON CHARTER PAYMENT & CANCELLATION POLICIES:

a) Bookings made 181 days or more prior to the departure date:

A deposit of 20% of the gross charter price is required to confirm the booking. A second deposit of 20% of the gross charter price must be received 180 days prior to departure. The final balance should be paid 90 days prior to departure.

b) Bookings made 180 days to 91 days before departure:

A deposit of 40% of the gross charter price will be required to confirm the booking. The final balance should be paid 90 days prior to departure.

c) Bookings made 90 days or less before departure:

Full payment is required to confirm the booking.

All deposits are non-refundable except in cases as stated in our Yacht Charter Agreement.