

## **GENERAL TRAVEL CONDITIONS**

### **01. Concluding your travel contract**

Following the agreement of tour itinerary and costs, the client will be asked for a prepayment for the tour. On receipt of this payment, Ecuador Galapagos Travels will send written confirmation, by fax or email. This confirmation will serve as a legally binding contract for the services requested as per the agreed tour itinerary and details (unavoidable changes withstanding) once the balance tour payment has been received (see section 2).

If the applicant registers for several travelers he is responsible for all of their contractual obligations as if his own. With the conclusion of the contract the customer agrees to the storage of his/her personal data for use by Ecuador Galapagos Travels to facilitate the tour and its itinerary only. Your personal information will not be sold or misused for any commercial gain.

### **02. Payment**

To confirm the agreed travel contract, a pre-payment of US\$ 500,00 per person must be paid for all travels. The remaining balance must be paid no later than 30 days before departure of the tour for all Ecuador mainland tours and 90 days before departure for all travel to the Galapagos Islands and mainland tours in South America less Ecuador.

If the client concludes his travel arrangements with Ecuador Galapagos Travels less than 30 days before the departure date for the Ecuador mainland travel, or 90 days for the Galapagos Islands or a mainland tour in South America less Ecuador, the tour must be paid in full immediately.

If a client fails to pay for his/her tour in full before the agreed final payment dates (30 days before departure for mainland travel in Ecuador and 90 days before departure for Galapagos Island travel or mainland travel in South America less Ecuador) the client risks losing his/her tour. Equally, by failing to make the full payment before the due date, the client will lose his/her deposits for all travelers included in the reservation.

If the tour fee has not been paid in full before the arranged travel start, Ecuador Galapagos Travels will be released from its service obligations and may require the customer to pay any appropriate resignation costs.

To make payment please make a wire transfer to the following international bank account in Germany (NB: Ecuador Galapagos Travels is a German-Ecuadorian venture):

Account Name: Ecuador Galapagos Reisen

Account Number: 31328

BLZ: 586 512 40

Bank: Kreissparkasse Daun

Street: Leopoldstrasse 13

City: 54550 Daun

Country: Germany

IBAN: DE74586512400000031328

BIC/SWIFT-Code: MALADE51DAU

### **03. Terms of service from Ecuador Galapagos Travels**

The scope of services is detailed as per our descriptions, illustrations and quotations as presented on the Ecuador Galapagos Travels web page and in your agreed contractual terms (see section 1).

Ecuador Galapagos Travels reserves the right to modify tour information (by email or detailed on the web page) prior to confirming the tour with the client through a contractual written agreement as per section 1. However, once a tour is confirmed and payment received, Ecuador Galapagos Travels reserves the right to modify the tour only as a result of legitimate and unforeseeable circumstances.

Such circumstances include; modifications or deviations from the travel descriptions during the tour due to road conditions, severe weather and official arbitrariness among others; the travel process indicated in the travel description can not be guaranteed though under all circumstances Ecuador Galapagos Travels will only make changes to the tour with consideration to the best interests of the client. The agreed travel descriptions only represent the planned travel process, without guaranteeing the details of the exact operational sequence. Ecuador Galapagos Travels will not be liable where circumstances occur outside the control of Ecuador Galapagos Travels or it's providers.

If clients request special arrangements prior or during the tour, e.g. modification of the tour due to severe weather, once agreed, a written contract must be signed by both parties.

#### **04. Cost Modifications**

##### **04.1 Services and price alterations**

Modifications and/or deviations of the itinerary or program due to unforeseen and/or exceptional circumstances out of Ecuador Galapagos Travels' control, any additional costs incurred will be charged to the client.

Ecuador Galapagos Travels cannot be held responsible for any changes to transportation costs, airport taxes, park entrance fees or the like that are subject to variation and are outside of Ecuador Galapagos Travels control. We will endeavor to inform passengers of any changes as soon as possible.

Ecuador Galapagos Travels is entitled to increase the travel price after conclusion of the travel contract as a result of increased transportation costs or charges for certain performances, port or airport taxes or modification to the exchange rates that may affect final costs; any such changes can occur up to 4 months before the agreed departure date. If this should be the case, the customer will be informed immediately, but no later than 21 days prior departure. Price increases thereafter are not admissible.

##### **04.2 Extra charges**

All extra charges that arise due to the modification of the itinerary caused by the client will be debited to the client for immediate payment. The aforementioned charges include; late arrival of the customer to the airport or port resulting in missing embarkation, late arrival to trekking tours, a premature exit of the country for whatever reason (health, personal, legal etc), illness or accident costs incurred during the trip (e.g. helicopter evacuation, hospitalization, hotel stay for a chaperon or companion).

If Ecuador Galapagos Travels need to advance money to meet an acute emergency then the amount laid advanced must be refunded to Ecuador Galapagos Travels immediately after the termination of the journey.

#### **05. Resignation and cancellation by the tour operator**

##### **05.1 Resignation before travel start date**

Ecuador Galapagos Travels can withdraw the tour offer up until 14 days before the travel start date

if the number of required participants for the tour isn't met, but only if the travel description for the corresponding tour refers to a minimum number of participants.

The assertion that the minimum number of participants is not achieved and that the journey is therefore cancelled, must reach the customer at the latest 14 days before the travel start date. The customer will receive an immediate refund for any payments previously made, but is not entitled to any compensation or further reclamation.

### **05.2 Resignation after travel start**

Ecuador Galapagos Travels can withdraw its services after the travel start date if it is deemed that the client in any way is disrupting the tour or causing distress to other group members, staff or providers. This applies also if the customer fails to meet specific requirements for the tour in question (physical and/or mental health, general capabilities, technical skills where applicable etc).

If Ecuador Galapagos Travels cancels the tour, the costs incurred up and until that date, including advanced payments for contracted services for the tour, will not be refundable. The client will only be entitled to refunds as decided by Ecuador Galapagos Travels in consideration of incurred tour costs.

### **06. Resignation by the customer**

The customer can withdraw from the contract at any time before beginning the tour however this must be done in writing.

Refunds can only be made under the following cancellation guidelines as pre-tour costs will be incurred and cannot be recuperated by Ecuador Galapagos Travels.

Therefore the following cancellation fees will be charged for cancelled tours:

#### **a) For mainland tours in Ecuador**

a) 30 days or more before travel start date	pre-payment
29 to 21 days before travel start date	30% of the total amount
20 to 15 days before travel start date	50% of the total amount
14 days previous until departure date	100% of the total amount

#### **b) For journeys that include the Galapagos Islands and/or mainland tours in South America less Ecuador:**

b) 90 days or more before travel start date	pre-payment
89 to 60 days before travel start date	30% of the total amount
59 to 30 days before travel start date	50% of the total amount
29 days previous until departure date	100% of the total amount

**NB:** Please note that for Galapagos Charters the cancellation fees can vary according to the chosen boat and therefore will be confirmed individually.

### **07. Liability**

If travel services are not performed according to the contractual agreement, then the liability of Ecuador Galapagos Travels depends on the national laws. The customer can request compensation

for which Ecuador Galapagos Travels has the right to refuse if deemed unreasonable. Ecuador Galapagos Travels will try and rectify any situation to provide an equal quality of tour.

In the case of reoccurring poor performance the customer is obliged to immediately complain to the agency or its representative, usually the guide, stating the problems experienced. If the customer does not raise the issue to the agency or its representative, he/she cannot later claim any contractual compensation.

The cancellation of the travel contract by the customer due to quality issues that substantially impair the tour is only permissible if Ecuador Galapagos Travels has not carried out reasonable attempts to rectify any shortcomings.

### **08. Filing of a claim**

If the customer wishes to file a claim against Ecuador Galapagos Travels for compensation due to failure to comply with contractual obligations, then the customer must announce to Ecuador Galapagos Travels their intentions within one month from the termination of the contractually agreed tour. Service providers, tour guides or other local agencies are not authorized to receive claims.

Claims being made for unlawful actions by Ecuador Galapagos Travels must be submitted within 3 years of the termination of the tour contract as per international law. The place of jurisdiction for any claim is Quito, Ecuador.

### **09. Limitation of liability**

The contractual liability of Ecuador Galapagos Travels for any personal injuries is limited to a maximum value of the tour price, assuming negligence on behalf of Ecuador Galapagos Travels.

Compensation sought for damage to persons or property due to negligence by service providers must be directed at the service provider and is not the responsibility of Ecuador Galapagos Travels.

Please note that for mountain climbing, trekking and expeditions there is an increased risk of accidents due to the nature of these adventure sports (e.g. avalanches, falling rocks, column fall, water travel, river crossings etc.). These risks are ever present and cannot be reduced or excluded even by the most prudent and precautionary care of the assigned guides/tour leaders. Therefore the participation in adventure activities like mountain climbing, trekking, horseback riding, rafting, mountain bike tours and general expeditions or tours involving even minimal elements of danger, are always at the clients own risk and responsibility.

### **10. Contract adjournment with unusual circumstances**

If the journey is substantially difficult or dangerous and incorporates risk of any nature due to unusual circumstances (e.g. war, strike, unrests, epidemic diseases, sovereign arrangement, among others), then both the customer and Ecuador Galapagos Travels can withdraw from or cancel the travel contract.

In the case of emergency procedures for unforeseen circumstances the client is liable for the full extent of the incurred costs (e.g. hospitalization, additional accommodation and food) with the exception of emergency transportation to which Ecuador Galapagos Travels will contribute up to 50% of the total cost. Any further demands are excluded.

### **11. Entry and health regulations**

The traveler is responsible for meeting any entry and health regulations, passport, customs

requirements, visas, and currency import regulations on their own and at their own costs. All disadvantages and charges which arise from disregard to these regulations are accountable to the client even if regulation changes have been modified after the reservation was made. If at all possible, Ecuador Galapagos Travels will inform customers of important modifications to the general regulations as described in the travel descriptions of the tours before the start of the tour.

### **12. Individual contractual regulations**

The invalidity of single regulations within the travel contract does not stipulate the invalidity of the entire travel contract.

### **13. Tour operator**

Veintimilla E10-78 y Av. 12 de Octubre

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P.O. Box: 17-01-43

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e-mail: [info@egt.ec](mailto:info@egt.ec)

Internet: <http://www.ecuadorgalapagostravels.ec>