



GENERAL TERMS AND CONDITIONS FOR LAND ADVENTURES

PRICES:

All prices are quoted in US dollars gross per person and are based on two people sharing a room/cabin. If passengers request a single room a single supplement is applicable. When calculating the cost for groups with uneven numbers (3, 5, 7 etc.) please incorporate one single supplement in addition to the listed price.

All rates are subject to adjustment in the event of any monetary and/or tariff changes. The cost of airfares and taxes (including airport departure taxes, park entrance fees and port taxes) are given as an indication only and are subject to confirmation at the time of booking.

CHILDREN:

Children under 12 years of age, traveling with their parents and not requiring a separate room from their parents, are normally entitled to discounts both at hotels and on airlines. Infants under two years of age often travel without charge. Land Adventures will advise of all possible discounts at the time of booking.

THE PRICES QUOTED INCLUDE:

- a) Airport taxes for domestic flights and park entrance fees during the tour. In some cases these prices are given separately. In all cases these prices are given as an indication only and are subject to confirmation at the time of booking.
- b) All service and hotel taxes and related government taxes, except the tourism tax that applies at all hotels in Quito (US\$ 2,00 luxury and US\$ 1,00 first class accommodation per night).
- c) All accommodation as stated in the itinerary, professional English speaking guides, transportation including driver, all transfers and boat journeys.
- d) Meals as specified in the detailed itineraries (normally three meals per day), the main exception being some lunches and dinners in major cities where we offer a choice of quality restaurants.

THE PRICES QUOTED EXCLUDE:

- a) Christmas period supplements (only applicable in a minority of the hotels that we propose; not applicable to any of our services).
- b) Personal expenditure such as individual bar bills, tips, laundry, telephone/fax.

HOW TO BOOK:

Please send reservations to the Land Adventures marketing office, quoting the itinerary code where applicable. Normally the reservation will be confirmed and a reference number allocated 24 hours after receipt of the reservation.

TO SECURE A BOOKING:

A deposit of 10% of the gross price of the tour is required in order to secure the booking, except for the Galapagos Islands where deposits will be according to each ship's policy. For bookings made within 30 days of the start of the tour, payment in full is required immediately.

FULL PAYMENT:

Full payment is required 30 days prior to the start of the tour unless otherwise agreed in writing. We reserve the right to cancel all services if full payment has not been received.

CANCELLATION POLICY & REFUNDS:

Cancellations can only be accepted in writing and are effective from the date on which they are received by Ocean Adventures S.A.

For cancellations made more than 30 days prior to the start of the tour: a full refund will be given, less a fixed fee of \$50 and less any payments made by Ocean Adventures S.A. to their suppliers which are not recoverable.

For cancellations made within 30 days of the start of the tour: no refund whatsoever will be given.

No refunds will be given for services booked and then not used during the tour.

ACCEPTABLE FORMS OF PAYMENT:

All payments should be made in US dollars by means of a transfer to our bank account.

ITINERARIES:

The itineraries proposed as Land Adventures are a sample of our tours currently available. All tours are subject to availability upon receipt of a booking form and a deposit. Itineraries are subject to change without prior notice due to, for example, circumstances outside the control of Land Adventures.

HOTELS:

All rooms have private en suite facilities unless otherwise stated (a very small proportion of hotels proposed - all in special locations have shared bathroom facilities). The existing system of classifying hotels in Latin America should not be compared to the North American/European system as different criteria and quality standards are set. Land Adventures individually assesses and classifies each hotel used.

All hotels mentioned in the itineraries are subject to availability, and we reserve the right to use alternative hotels of a similar standard.

GUIDES:

Every tour and transfer is accompanied by an English speaking guide. Please specify, when making the reservation, if guests require a guide conversant in another language. There may be an extra charge for this service. Please attempt to identify special interests of guests and every effort will be made to match them with an appropriate guide.

TRANSPORTATION:

Private transport is used on all tours. If this is not possible it is stated in the full itinerary. Air conditioned vehicles will be provided when they are available in areas where it is deemed necessary.

DOCUMENTATION:

It is not the responsibility of Land Adventures to obtain or pay for the necessary travel documents for the tour (passport, visa or any other travel document required).

RESPONSIBILITY:

Ocean Adventures S.A., located in Quito, and all cooperating carriers and agencies, act only in the capacity of agents for the hotels, airlines, cruise lines, railroads and bus companies or owners or contractors providing accommodations, transportation or other services, and all coupons, contracts, exchange orders, receipts and/or tickets issued by Ocean Adventures S.A. are issued subject to any and all tariffs, terms and conditions under which any accommodations, transportation or any other service whatsoever are provided by such hotels, airlines, cruise lines, railroads and bus companies or owners or contractors or by their persons employed.

By the acceptance of such tour membership, and/or such coupons, contracts, exchange orders, receipts or tickets; the passenger agrees to the foregoing and also agrees that neither Ocean Adventures S.A., its officers and employees, nor any of its affiliates shall become responsible for any loss, injury or damage to person, property or otherwise in connection with any accommodations, transportation, or other services, resulting directly or indirectly from any acts of God, dangers incident to the sea, fire, breakdown in machinery or equipment, or acts of government or other authorities de jure or de facto, wars whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, medical or customs regulations, defaults, delays or cancellations of or change in itinerary or schedules or from any causes beyond the control of Ocean Adventures S.A. or from any loss or damage resulting from improperly issued passports, visas or other documents and that neither Ocean Adventures S.A. nor any of its affiliates or subsidiaries shall be or become liable or responsible for any additional expenses or liability sustained or incurred by the passenger as a result of any of the foregoing causes.

Ocean Adventures S.A. reserves the right to decline to accept or retain any person as a passenger should such person's health, mental condition, physical infirmity or general deportment impede the operation of the program or the rights, welfare or enjoyment of the other tour members.

Ocean Adventures S.A. reserves the right to substitute the hotels mentioned in the brochure, alter the itinerary or reverse the places to be visited. The right is reserved to cancel any program prior to departure. If any program must be cancelled prior to departure, Ocean Adventures S.A.'s liability is limited to the monies received by Ocean Adventures S.A.. Ocean Adventures S.A. is not responsible nor liable for the defaults of those not directly under the control of Ocean Adventures S.A. It is not within the responsibility of Ocean Adventures S.A. to ensure that guests do not have any health problems that may make it inadvisable to participate in any of the tours.

INSURANCE:

Each traveler is responsible for his or her own travel insurance including medical, travel and personal belongings. We strongly recommend that each person takes out a fully comprehensive travel insurance policy.

AGREEMENT:

In the absence of a specific agreement between Ocean Adventures S.A. and a company, the engagement of services proposed by Ocean Adventures S.A. will constitute acceptance by all parties of the terms and conditions specified herein.