

Ocean Galapagos Travel OGT S.A.S

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The following booking conditions provide the terms of your contract with Ocean Galapagos Travel OGT S.A.S. Please review them carefully as they outline our respective rights and responsibilities. By requesting confirmation of your booking, you acknowledge that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions specifically apply to any vacation arrangements that we agree to provide for you. All mentions of “Vacation,” “expedition,” “booking,” or “arrangement” are as defined unless stated otherwise. In these conditions, “you” and “your” refer to all individuals listed on the booking (or substituted later) or any of them as required by the context. “We,” “us,” and “our” refer to Ocean Galapagos Travel OGT S.A.S, and references to “departure” indicate the commencement date of the arrangements we are contracted to offer.

1. Booking your trip

Kindly contact us via phone or email to discuss your vacation plans. The person making the booking (“party leader”) on behalf of all individuals listed on the booking (and by their parent or guardian for minors when the booking is made) confirms acceptance of these booking conditions. By making the booking, the party leader affirms their authorization to do so. The party leader is responsible for all payments due to us.

Upon availability of your preferred arrangements, we will confirm your vacation by sending a confirmation to the party leader. If you book through our website or social media, any electronic acknowledgment serves as confirmation. Please review the confirmation and accompanying documents promptly upon receipt. Notify us within 10 days of any inaccuracies to allow us to correct them without incurring additional costs.

For any concerns outlined in these booking conditions, feel free to reach out via email. Ensure we receive your communication by checking for a response within a reasonable timeframe.

2. Payment

To secure your chosen vacation, you must pay the applicable deposit (specified in the individual trip details) or the full payment (if booking on or after the required full payment date). Payment options include credit/debit card, electronic bank transfer via online banking to Ocean Galapagos Travel OGT S.A.S, or PayPal Account.

The full vacation cost (minus any previously paid deposit) must reach us by the specified balance due date, typically 10 weeks before departure but possibly earlier based on the suppliers' payment terms. The balance due date will be indicated on the confirmation invoice, and no reminders will be sent.

You might need to make additional payments between booking and the balance due date or pay the full balance earlier if a supplier changes their payment terms. Failure to meet all payment deadlines may result in your booking being canceled, and you will be subject to cancellation charges as outlined in the terms and conditions.

3. Your contract

A contract becomes binding between us once we send the confirmation invoice to the party leader.

4. The cost of your vacation

Prices might change and occasional errors may occur. Confirm the cost of your vacation when booking. We can adjust advertised prices and correct errors before confirming your vacation. Any errors will be communicated, along with the updated price, at the time of booking.

After confirming the price during booking, we will only increase it if our costs rise due to factors beyond our control, like exchange rate fluctuations or new taxes by public authorities or other third parties.

If a surcharge exceeds 10% of the total vacation cost, special conditions will apply, see clause 9. You will be informed of any price increase at least 30 days before departure.

Any surcharge must be settled with the balance of the vacation cost or within 14 days of the invoice date.

Note that prices may not always be in local currency, and certain changes may not affect your vacation price due to existing protections.

5. Special needs, medical conditions, disabilities, and reduced mobility

Kindly inform us of any special requests when making your booking. While we will pass on your requests to the relevant supplier, we cannot guarantee they will be accommodated unless confirmed in writing by us.

Our vacation may not be suitable for individuals with specific disabilities, medical conditions, or significant mobility limitations. Before booking, we will assess if the vacation arrangements are generally appropriate for those with reduced mobility.

"Reduced mobility" varies among individuals due to various capabilities, restrictions, and needs. This term covers any substantial decrease in mobility, whether permanent or temporary, caused by age, physical or mental disability, or other impairments.

If you have a medical condition, disability, or mobility limitation that may impact your vacation or booking process, please inform us beforehand. This allows us to assess the suitability of the arrangements and help with your booking.

Provide detailed written information about your condition, disability, or mobility at the time of booking and notify us promptly of any changes. Inform us if any medical condition or mobility issue arises after your booking confirmation.

6. Changes made by you

To request any alterations to your confirmed vacation, please inform us in writing promptly. While we will try to accommodate your requests, we cannot guarantee that all changes can be accommodated.

Minor changes are typically free of charge. However, for significant changes that we can facilitate, an administration fee may be applied to cover costs incurred.

Adjustments may lead to a recalculation of the vacation price if the initial price calculation basis has changed.

You can transfer your booking or your spot to another person introduced by you without incurring cancellation fees, provided the transfer request is submitted in writing at least 10 days before departure. The transferee must meet all terms outlined in your contract.

Requests for transfers must include the name and relevant details of the replacement individual(s). All supplier costs, administration charges, and expenses must be settled before the transfer is finalized.

Certain services, like flights, may not be modifiable after booking. Therefore, name changes, cancellations, or other adjustments to such services may result in a 100% cancellation fee and rebooking costs. Rebooking is subject to flight availability and full payment of the new ticket price.

7. Cancellation made by you

You have the option to cancel your confirmed booking before departure or transfer it as described in clause 6. To cancel a confirmed booking, you must provide written notice via email, or hand delivery to our offices.

Your cancellation will only be considered effective upon receipt of the written notice at our offices. Cancellation charges are applicable and are usually as outlined below, although they may vary to cover our suppliers' charges. You will be informed at the time of booking if the charges differ.

The cancellation charges factor in potential cost savings, such as the refund of airline passenger duty where applicable, and the revenue generated from other bookings that may utilize the cancelled services. The charges are based on the total payable amount by the canceller, excluding insurance premiums and non-refundable amendment charges.

Notification of cancellation period before departure written received from you to us and Charge per person cancelling is:

60 days or longer is the Deposit.

35 to 59 days before departure is the 50% of payment received.

Less than 35 days (including after departure) is the 100% of payment received.

Unused services included in your vacation package are non-refundable or eligible for credit.

Any cancellation that alters the number of travelers below the agreed price basis will result in a price adjustment for the remaining group members, such as a single occupant of a twin/double room. You will be re-invoiced accordingly.

If you cancel for a valid reason, you may be able to recoup cancellation fees (with deductions) from your travel insurance. Claims should be directed to the relevant insurance provider.

8. Insurance Guidelines

It is necessary to have suitable travel insurance for you and all persons on the booking that covers, cancellation or cutting short your trip due to unforeseen circumstances like accidents, illnesses, or other reasons. Personal accidents, personal liability, medical expenses, and repatriation if necessary and coverage for any specific activities you plan to participate in.

It is your responsibility to ensure that your travel insurance meets these criteria and suits your individual requirements, including any pre-existing medical conditions that must be disclosed to the insurer before purchasing the policy.

Be aware that any advisories against non-essential international travel, such as those related to the coronavirus pandemic, from your country's government might affect your travel insurance. Review the policy terms before finalizing your insurance. Carefully review your policy details and bring them with you on your trip.

9. Changes and cancellations made by us

1. Sometimes, adjustments to confirmed bookings are necessary, and we retain the right to do so as outlined in clause 9. Minor changes may occur, and we hold the authority to implement them. In the event of a minor change before your departure, we will inform you in writing. No compensation will be provided for minor changes. On rare occasions, a significant modification may be required before your departure, in which case, clauses 9(5) and 9(6) will come into effect.
2. Any alterations that do not fall under clause 9(1) will be considered insignificant changes. Carriers, like airlines, might undergo modifications, but if the change is not substantial, it will not be considered significant. Changes such as a flight time difference of under 12 hours, a switch in airlines, departure or destination airports, or accommodation to a similar standard with similar facilities will also be deemed insignificant. Please be aware that your yacht may only be replaced with a lower standard vessel if required due to force majeure (refer to clause 10).
3. Please keep in mind that the Covid-19 or other pandemic situation may lead to changes in the availability of certain services or facilities as advertised. These measures can be introduced or modified with minimal notice. It is essential to remain flexible both before and after your departure, considering these circumstances. Any impact on your vacation due to these measures will not be considered a significant change to your agreed arrangements and will not allow for cancellation without incurring the relevant

charges. All group vacation needs a minimum number of bookings to proceed, and we retain the right to cancel any vacation if this threshold is not met. You will be informed of the minimum number required for your vacation before your booking is confirmed. Not reaching this minimum number does not automatically lead to cancellation. In case of cancellation due to this reason, we will notify you at least 60 days before the departure date.

4. If we need to make significant changes to your confirmed plans, we will promptly provide you with the following in writing:
 - Details of the proposed alteration and its price impact
 - Alternative vacation options available, along with their prices, in case you decline the alteration.
 - Your right to cancel the booking for a full refund if you reject the alteration or alternative arrangements.
 - The deadline for informing us of your decision and the consequences of not doing so.

If any alteration or accepted alternative arrangements lead to a vacation of lesser quality or cost, you will receive a suitable price reduction. Should the alternative arrangements be pricier than the original booking, you may need to cover the price difference.

5. If you decide to cancel your booking as per clause 9(5), we will reimburse all payments made to us within 14 days of the cancellation's effective date, which is typically when we send you a cancellation invoice after receiving your written cancellation notice. In case we do not receive your decision within the specified timeframe (even after providing you with the details for a second time), we will cancel your booking and refund all payments within 14 days of the cancellation's effective date. No compensation will be provided, or liability accepted if changes occur due to force majeure (refer to clause 10).
6. On occasion, it might be essential to cancel a confirmed booking. We reserve the right to end your agreement under the following circumstances: (i) if we are unable to carry out your vacation plans due to force major (refer to clause 10) and we promptly inform you, (ii) if the minimum number of bookings required for your group vacation is not met, and we notify you according to clause 9(4), or (iii) if we cancel more than 60 days before departure. In such cases, we will refund all payments made within 14 days of cancellation (refer to clause 9(6)), without any additional liability, compensation, or reimbursement for costs incurred. We will try to offer alternative vacation options, subject to availability and at the corresponding price. Furthermore, we reserve the right to cancel if payment terms are not met, as per clause 7.

7. Please be advised that a full refund is only applicable in cases where we are unable to carry out your vacation arrangements due to force majeure, as outlined in clause 9(7), and we decide to cancel as a result. If circumstances prevent you from traveling on your vacation, rather than affecting our ability to provide the agreed services, you may not be eligible for a full refund, and cancellation fees may apply. This situation could arise if government or public authority measures, such as local or international restrictions, prevent you from leaving your home area, traveling to the destination country, or entering said country. Please note that any mandatory quarantine or self-isolation requirements before or after your trip do not impact our ability to deliver your vacation services and will not entitle you to cancel without incurring our standard cancellation fees.

10. Cancellation force majeure

Force majeure events are situations beyond our control that may prevent or affect our ability to fulfill our obligations under our contract with you. These events may include war, riot, civil strife, terrorist activity, natural disasters, adverse weather conditions, and other circumstances that could not have been avoided even with reasonable measures. This also includes the Covid-19 pandemic, other pandemic, and any other pandemics, as well as government advisories against non-essential travel to certain regions. We regret that we cannot be held liable or offer compensation for any damage, loss, or expense that may arise from force majeure events.

11. Our responsibility to you:

1. We do not directly own, oversee, or manage the services included in the vacation package we organize for you. These services are contracted by us with independent suppliers who are responsible for providing their own services. While we take care in selecting these suppliers, we are not liable for their actions or failures, or for the actual delivery of the services if we have exercised reasonable skill in choosing them.
2. In addition to clause 11(1), we shall not be liable for any harm, sickness, fatality, loss (such as loss of assets or pleasure), harm, expenditure, cost, or any other form of claim stemming from the actions or inactions of the individual(s) impacted; the actions or inactions of an unrelated third party in connection with your vacation that were unforeseeable or unavoidable; or force majeure as described in clause 10 mentioned earlier.

3. Notwithstanding clause 11(1), we are unable to take responsibility for any services that we have not specifically arranged. This includes any additional services or facilities provided by a supplier that we have not agreed to arrange, as well as any excursions or activities purchased during your vacation. It should be noted that despite any language used on our website, social media, or advertising materials, we only guarantee the use of reasonable skill and care in selecting suppliers and do not assume any additional liability beyond that.
4. Suppliers are required to adhere to the laws and standards of the country where services are provided. Services will be considered properly provided if they are following local laws and standards. Our responsibility is to select suppliers with reasonable skill and care, as outlined in clause 11(1). We do not guarantee services will meet local laws and standards, and any failure to comply does not automatically indicate a lack of diligence in selecting suppliers.
5. We are not liable for any unforeseen damage, loss, expenses, or other consequences related to your booking, unless it directly results from a breach of contract by us or our suppliers or is not related to our fault or that of our employees. This includes any business-related losses such as self-employed earnings.

12. Complaints and Claims Procedure

If you encounter any issues during your vacation, promptly notify your expedition leader or guide and the service provider involved. Any verbal complaints should be put in writing and submitted to your expedition leader, guide, and the service provider without delay.

If the problem persists and you are not with a leader or guide, contact us using the provided details, including a full description and a contact number. Quick resolution is our priority, but if you remain unsatisfied, write to us within 20 days after your vacation ends, mentioning your booking reference and providing detailed information. Only the party leader should address the complaint to us. Failure to follow this procedure may hinder our ability to investigate and address the issue during your vacation.

Both parties agree that Ecuadorian law governs the contract and any disputes between us. Any claims, including those related to personal injury, must be handled exclusively by the courts of Ecuador.

13. Expedition leader's authority, damage, and behavior guidelines

Your expedition leader or guide is empowered to make decisions in the best interest of the group's safety, health, and enjoyment. These decisions may lead to changes in the planned itinerary, and by engaging with us, you agree to respect and comply with their authority.

You are accountable for any damage or loss incurred during your trip. Prompt payment for any such incidents is required, with the actual cost to be settled once known.

Additionally, you are responsible for any claims or costs arising from your actions, including legal expenses. It is advisable to have suitable travel insurance to cover potential incidents.

Respect towards others is essential. If your behavior is deemed potentially harmful or disruptive, we reserve the right to end your vacation without refund or further assistance. Your cooperation ensures a safe and enjoyable experience for all.

14. Conditions of Provider

The vacation services you enjoy are often delivered by independent suppliers who operate under their own terms and conditions. These terms may contain clauses that restrict or exempt the supplier's liability to you, typically in compliance with relevant international conventions or regulations from the USA and EU. If needed, you can obtain copies of these terms and conditions and international conventions by contacting us or the respective supplier.

15. Assistance during your vacation

If you find yourself in any kind of trouble during your vacation, we will promptly offer you the necessary help. This includes providing information on health services, local authorities, and consular aid, as well as assisting you with communication and arranging alternative travel options if needed. If your difficulties are due to your own negligence, we may apply a reasonable fee for this assistance, not exceeding our actual costs incurred.

16. Website, social media site, Advertising material accuracy

The content on our website, social media platforms, and other advertising materials is deemed accurate to the best of our understanding at the time of printing or publication. While we strive for precision, occasional errors may arise, and information might evolve over time. It's important for you to verify all aspects of your selected vacation (including pricing) with us when making a booking.

17. Visas, passports, and health requirements

Passport and visa requirements information for our vacation will be provided upon booking. Such information will be given in good faith but without liability for its accuracy. We are not a government entity and we are not legal advisors about visa and/or Galapagos entry permits.

Ensure to check the entry and official requirements for all countries you will be traveling to or through, as well as any requirements for your return home, both at booking and closer to departure. Stay updated on changing requirements and possible travel restrictions due to the Covid-19 or other pandemic situation, even during your trip. Details of mandatory health requirements for your vacation will be shared at booking; make sure to get details on vaccinations, health precautions, and Covid-19 or other pandemic measures from a reliable source before departure.

The person booking is responsible for ensuring all travelers have the necessary travel and health documents before departure, with any costs incurred being your responsibility. We cannot be held liable if you are denied entry due to lack of proper documentation or failure to comply with requirements, including health or other pandemic regulations.

If fines or costs are incurred due to missing documents, you will be responsible for reimbursing us, and cancellation charges will apply if you are unable to travel due to non-compliance with health or other requirements.

18. Applicable law

The foregoing must be constructed and interpreted under the laws of the Republic of Ecuador.