

Booking Terms & Conditions

(Galapagos programs)

Reservation

To make a reservation on any of our programs, you must call a registered travel agent or our office. We will provide you or your travel agent a booking form which you must return to us fully completed with your necessary personal information and travel wishes. All information is kept completely confidential pursuant to our Privacy Policy.

After receipt of the booking form and the deposit (see Deposit below), you will receive from us a confirmation and itinerary of all booked travel services. Please check to ensure that the confirmation details provided from us are complete and in accordance with your wishes.

The written confirmation from us is the only binding contract for the provision of services listed therein, subject to the additional terms & conditions contained below. Your tour booking is not final and binding prior to issuance of this tour confirmation and following receipt of the deposit as indicated below.

Your acceptance of our booking confirmation constitutes your acceptance of the travel price for the services detailed therein. Prices advertised may be subject to fluctuation, special offers, discounts or other changes subsequent to your reservation. Any such changes cannot be applied retroactively to your reservation and you agree to accept the tour price indicated on the booking confirmation.

For purposes of these terms and conditions, any reference to the "Carrier" or "GO" in either these booking terms & conditions or the Additional Terms & Conditions and Conditions of Carriage hereunder, shall mean Go Galapagos - Ecuador GGE Cia. Ltda. and/or Kleintours y Representaciones Cía. Ltda., Galatours S.A., Kleintours SL, registered companies of Ecuador.

DEPOSITS & FINAL PAYMENT

The following deposit terms are specific to tour programs including GoGalapagos ship itineraries:

Deposits:

For cruise only programs, \$700 per person is payable immediately upon booking to make your reservation. In the unusual circumstance that we cannot subsequently confirm your booking after this deposit has been paid, it will be refunded to you in full.

In some cases of "High Occupancy Departures", the initial deposit may be higher.

For programs which include other services in Ecuador, a further deposit may apply based on the requirements of hotel, airline or other travel service providers, particularly for travel in peak season. This will be advised at the time of booking.

Final Payment:

Final payment is due no later than 62 days prior to departure. Cheques*, Money Order, Visa, MasterCard, and American Express are accepted as forms of payment.

*Non-certified personal and/or agency cheques are due in our office 82 days prior to departure to allow for clearing time.

Please note, it is not incumbent upon GLP to remind you of the full payment due date. If you miss the due date, you risk losing your reservation and forfeiting your deposit.

Special Promotions

Occasionally there are special non-refundable promotional offers. Bookings of such offers require full payment immediately in order to confirm space and are 100% non-refundable. Such promotions apply to new bookings only and cannot be applied retroactively to existing bookings. Special offers cannot be combined.

Revision / Change Fee:

We will do our best to accommodate changes to your booking including changes to the names of passengers, sailing date, etc., but we cannot guarantee our ability to confirm the desired changes which will be subject to the ultimate discretion of the Carrier.

If a change to the sailing date can be accommodated, the following charges will apply:

122-62 days prior to confirmed departure date: \$200 per person
61 – 32 days prior to confirmed departure date: A 20% discount will be applied to the
newly requested sailing date but all monies paid shall be otherwise forfeit.

For reservations including air, any changes including spelling corrections to the passenger names after air tickets have been issued will be subject to the airline's revision fees.

Cancellations and Refunds:

For land and cruise arrangements, the cancellation charges are as follows:

More than 122 days before departure: Administrative fee of \$150

121-62 days before departure: Deposit is forfeit

61 days or less before departure: 100% of the total tour price

In the event of a cancellation by one guest in a double occupancy room, the other guest shall be responsible for the payment of the single supplement applicable at the time of booking.

For air arrangements, the cancellation penalty is determined by the airline depending upon the booking class. In some cases the air tickets may be completely non-refundable as of the date of booking and ticket issuance, which may be well in advance of the travel date.

No refunds will be made for unused services once travel arrangements have commenced.

Complaints

If after returning from the cruise you wish to inquire or complain about any cruise services provided, please ensure that all correspondence relating to those services is received by GLP Worldwide within 30 days after the cruise completion. Any complaint must also include copies of the comment cards submitted at the end of the cruise or land service highlighting the nature of the complaint. Complaints received after this period will not be accepted by the

Carrier.

Prices:

All fares are per person in Canadian Dollars and are based on rates and foreign exchange rates as of the date of the tour confirmation document. In the event of an increase in any of the cost factors, including airfares, taxes or other surcharges, GLP Worldwide reserves the right to increase the price in accordance with the provisions of the Travel Industry Council of Ontario (TICO). The following exceptions apply: (i) there will be no price increase when final payment has been received by GLP Worldwide, and (ii) if the total price of travel services is increased and the cumulative increase, except any increase resulting from an increase in applicable retail sales tax or federal goods and services tax, is more than 7 per cent, the contract can be cancelled and a full refund obtained.

Prices do not include land arrangements or services other than those specifically stated in the tour confirmation. They also do not include items of a personal nature such as laundry costs, beverages, food not on the regular table d'hote menu; optional excursions; passports, visas; vaccinations; gratuities on cruise ships; International Air Transportation Tax; Agricultural Tax; Security Fee; airport taxes. Port charges and/or taxes may be listed separate from the base cruise fare. Verbal quotations will NOT be honoured. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Air taxes quoted at the time of booking are estimates only based on current information. Air taxes, fuel and insurance surcharges and other relevant fees will be indicated on the final invoice and will reflect the actual amount incurred at the time of ticket issuance.

Itinerary Changes

While every effort is made to adhere to the specifics mentioned on this site, changes may be required at times. Therefore, all prices, itineraries, and other pertinent information are those in effect at the time of posting, and are subject to change without notice.

Passports and Visas

A valid passport is required of all travellers. It must be valid six months after return to Canada. For trips requiring visas for Canadian citizens, detailed visa information will be emailed. Travellers are responsible for obtaining all of their own visas and entry documents. Non-Canadian citizens must consult with the appropriate embassy or consulates about visas or other entry requirements. We accept no liability if a passenger is refused entry to a country due to missing documentation.

Please be advised that entry to another country may be refused even if the required information and travel documents are complete, and that the living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

Travel Documents

Travel documents, including air tickets, are sent regular ground delivery 3-4 weeks prior to departure, providing full payment has been received.

Gratuities

Gratuities are not included in the price of your trip.

The suggested guideline is as follows:

USD\$ 15 per guest per day to be divided amongst the crew

USD\$ 10 per guests per day for the naturalist guide

Accommodations

Any hotels listed in our brochure or on our website will be used subject to availability on most departures. If a change becomes necessary for any reason, hotels substituted will be the equivalent or better than those shown. Please note that it is standard policy that hotel rooms are not available for check-in before 3:00p.m.

Smoking Policy

For the comfort of all cruise participants, smoking is only permitted on the sundecks and outside walkways of ships. Smoking is not permitted in any interior portion of the ship or on motor coaches.

Cruise Itineraries

Deviations to the planned cruise itineraries are possible, although every effort will be made to keep them as they are shown. All cruise routes are subject to change without notice. Should conditions render cruise routes unsafe for navigation, alternative service may apply, including but not limited to, accommodation on the docked ship and/or substitute ground arrangements.

Luggage

Please check with your airline regarding airline baggage allowances as they vary considerably. No responsibility is accepted for loss, damage or delay to passenger's luggage. Travel insurance including protection for lost or delayed luggage is strongly recommended.

Insurance

Purchase of trip cancellation and/or health insurance available through GLP Worldwide or your travel professional is mandatory for participation on Galapagos cruises.

Responsibility

1394207 Ontario Inc. o/a GLP Worldwide (hereinafter referred to as the "Operator") is responsible to you in making arrangements for the services offered in this brochure. The Carrier, airlines, cruise lines, hotels and other suppliers providing services are independent contractors and are not principals, agents, employees or partners of the Operator or its affiliates. The cruise participant agrees that neither the Operator nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing services, or any insurer or insurance administrator under any travel insurance provided by the Operator, or of any other person. If the services included in the cruise cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Operator, the Operator will arrange for the

provision of comparable services, when possible. Any resulting additional expense will be payable by the cruise participants and any resulting saving will be refunded by the Operator to cruise participants. The Operator and the Carrier reserve the right to accept or reject any person as a cruise/tour participant, to expel any cruise/tour participant from the cruise/tour, to make changes in the itinerary whenever the Operator or Carrier deem it necessary for the comfort, convenience, or safety of the cruise/tour participants, and to cancel a cruise/tour at any time. No person, other than an authorized representative of the Operator, by a document in writing, is authorized to vary, add, or waive any term or condition in this brochure or website, including any term or condition set forth in the preceding provisions.

We reserve the right to amend the information, conditions and prices contained on these pages without notice.

ADDITIONAL TERMS & CONDITIONS

Your booking is also subject to the following additional terms & conditions of the Carrier which are as follows: (Please note that the terms and references to all paragraphs hereunder relate to each other and not to the terms and references of the clauses preceding this section. In these following paragraphs the words "We", "Us" or "Our" as well as "GO" refer only to the Carrier.

1. Waiver of Liability forms duly signed are required along with passport copy in cases of:
 - a) Children under 12 years old. Together with a copy of legal representative's passport.
 - b) Passengers with physical disability or health problems. For passengers and suppliers' safety, we reserve the right to decline the provision of services in case physical condition information has been distorted or omitted.
 - c) Scuba diving and other sports or adventure tours. Trip members are responsible for selecting a trip that is within their abilities and to decide if their participation in the tour is safe as they will have to engage in activities that often involve speed, height, a high level of physical effort, and specialized training.

An International Diving License is required in order to confirm scuba diving options. PADI Open Water Diver course and a minimum number of dives may be required depending on depth and/or immersion time, intermediate or advance level on dives offered.

2. Special requirements: Diet or allergies requests should be notified to us up to 61 days before the tour departure date. The Carrier shall do its very best to meet reasonable special dietary needs, some, however, these cannot be guaranteed keeping in mind Galapagos provisions' restrictions. In certain cases, the Carrier might need further information such as height, weight, physical condition, etc., to be able to provide the best accommodation and services to the guest.

We are not liable for complaints or refunds in case of services that have not been provided if the information detailed in 1) and 2) above is not sent or does not arrive on time.

Insurance

It is mandatory for all passengers using any GO services or third-party services arranged by GO to obtain necessary insurance before arriving in Ecuador. Insurance is not included on GO cruises and tours. We highly recommend coverage for travelers and property, as well as for trip delay, trip cancellation, interruption, baggage, life insurance, medical, accident, sickness, etc. GO equipment meets local insurance law requirements for their operation only.

Operation Safety

GO has certified ships and yachts that comply with international standards and regulations. GO ships, yachts, and buses meet all Ecuadorian national safety regulations and legal requirements.

If a passenger is believed to be a hazard for himself / herself or others, or causes disturbance to other passengers, the GO representative, the ship's captain or the tour guide may refuse the passenger or terminate any cruise or mainland program for that passenger at any time, at the complete risk and expense of the passenger.

For safety reasons, GO will not admit on cruises or mainland tours any passenger carrying firearms or sharp weapons that could cause any injury to himself / herself or other passengers, crew, flora or fauna. Forbidden articles include guns, knives, compressed gas, corrosive substances, poison, explosives, firearms, ammunition, fireworks and flares, inflammable liquids and solids, radioactive matter and oxidizing materials.

- GO reserves the right to refuse, revoke, accept or restrain the further participation of any person whose actions impede trip operation or jeopardize the rights, welfare, enjoyment of the trip of other group members, who might be a hazard to himself and others, harm nature or violate regulations. GO also reserves the right to refuse, revoke, accept or restrain the further participation of any person it deems incapable of withstanding the hardships or meeting the requirements of participating in the activities that have been planned or contracted.

- GO shall not be required to refund any portion of the rate paid by any passenger who must leave the cruise or mainland service prematurely for any of the reasons specified above. Therefore GO will not be responsible for accommodations, meals, return transportation or other expenses incurred by the passenger for these reasons.

- GO shall not be held liable for the actions or activities of any passenger who consumes, purchases or obtains, by any means, alcoholic beverages or illegal drugs. Illegal drugs are strictly forbidden on board or during GO's mainland excursions. Illegal drug possession shall be reported immediately. If detected, the cruise or tour will be terminated immediately and all money paid, forfeited.

Any physical disability or health problem that might require special attention or treatment

should be reported in writing to GO. In these cases, GO reserves the right to decline the provision of services.

- GO will not be held liable for any consequences or expenses incurred for any changes, cancellations, accidents, injury, death, etc. caused by any disability, whether it has been reported to GO or not.

No refund will be forthcoming for missed sightseeing, meals, early/late departures and visits that were not enjoyed by the user. GO shall not be held liable for the provision of medical care during the trip.

Third-Party Services

GO acts only as the agent for the owners, contractors and suppliers providing means of transportation and/or related travel services, and therefore it cannot be held liable for injury, loss, or damage to person or property in connection with any service resulting directly or indirectly from, but not confined to, detention, annoyance, delays and expenses arising from quarantine, strikes, pilferage, theft, force majeure, failure of any means of transportation or conveyance to arrive and depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and in-transit discrepancies or changes on aircrafts, cruises, hotels and any other services or location, for incidents such as airline cancellations, re-routing, delay, or any disruptions of schedule, service or accommodation, for baggage lost by airlines or the independent tour operators who handle overland transfers or arrangements.

- GO is not responsible if a transfer, hotel accommodation, flight connection, or any other service is missed due to delayed or cancelled flights. Alternative transportation, hotel accommodation, additional services or flight reschedule shall be arranged and paid directly by the passenger.

- GO is not responsible for the acts and/or omissions of providers (third-parties) or for any loss, damage, or expense the user may incur as a result of the acts and/or omissions of service by the third-party.

- GO and its associates act only as agents for passengers in matters pertaining to transportation, accommodations, or other services. As agents, tickets, exchange orders, or vouchers, if issued by GO, are subject to each and every term and condition under which such means of transportation, accommodation or other services are offered or provided.

- GO will not be held liable for, and travelers release GO from, any injury, damage, loss, accident, delay or irregularity which may be caused by any such third party, person, firm or corporation in carrying out or failing to carry out arrangements previously agreed upon, or for the misconduct, whether willful, criminal or otherwise, of any such third party, person, firm or corporation in providing or failing to provide services.

Responsibilities and Limitations of Liability

These General Conditions also apply to third parties buying services from agencies, wholesalers, and operators acting as intermediaries, via internet or any other instrument approved by GO. The customer accepts the general "Terms and Conditions" published and updated by GO at: www.gogalapagos.com or www.kleintours.com and declares that he/she has read, understood, and accepted them in their entirety without entitlement to

claims and that he/she is fully responsible for transmitting them to end users so that they will be apprised of them.

- GO refuses any and every liability from any and all claims that might be filed for loss or damage to baggage or property of the passenger; personal injuries, death; or delay as a result of the acts, omissions or negligence of any independent contractor or supplier, such as, but not confined to: airlines, cruise ships, hotels, restaurants, transportation providers, and other services or facilities.

- GO refuses any and every liability for any accident stemming from the practice of scuba diving, water sports, hikes on the islands or the mainland, or other activities outside our facilities. GO shall not be held liable for any loss, injury, death or harm unless it was caused by GO's negligence when using GO's own facilities in which case liability shall be subject to local laws and regulations.

- GO may accept children as passengers for its Galapagos trips or on mainland Ecuador, but shall not be held liable for any accident that might occur to minors. Children are the sole responsibility of their parents and/or legal guardians.

- The passenger is responsible, and pledges to compensate GO, for all penalties, fines, losses of money and/or expenses incurred or imposed by virtue of any act, omission or violation of law by the passenger and for any damage to the ship caused by any willful or negligent act or omission on the part of the passenger.

- GO reserves the right to take photographs, shoot films and comment cards of any trip and its participants, and may use any such material for promotional and/or commercial purposes. The videos or photos that might be used by the passenger for commercial purposes require prior specific authorization from National Park authorities.

- Passengers must be in sound health and physical condition. Trip members are responsible for selecting a trip that is within their abilities and interests, and to decide if their participation in the tour is safe as they will have to get on and off the yacht or ship from a small dinghy, swimming among wildlife, rocks and in open sea, dive in the ocean, climb up and down during hikes, walk over uneven terrain, travel by maritime transportation, car and bus, and engage in adventure activities. Nevertheless, IN NO CASE SHALL GO BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. GO reserves the right to restrict the participation of passengers in hikes if they entail any kind of imminent hazard for the passenger or other group members, and the passenger who is disembarked is fully liable for all related risks and costs.

No employee, servant, agent or associate of GO may change any of the previously listed booking conditions without the prior written consent of the Board of Directors.

Operation Guarantee

GO will endeavor to guarantee tours as far in advance as possible. Some tours, however, cannot be guaranteed until 15 days prior to departure.

Should a passenger's program or service be cancelled due to lack of enrollment, for commercial reasons, the customer will be contacted prior to the scheduled departure date. The program or service may be re-booked or GO may refund the total payment made for the service not provided.

Changes in the itinerary may be made when deemed necessary or advisable by GO,

including substitutions for comparable hotels, yachts or vessels, attractions, sightseeing or transportation units. Extra costs due to unexpected changes in the itinerary for reasons beyond our control are not included. (If an upgrade is required, higher rates may apply).

Major changes will be informed as soon as possible before departure. The passenger may choose between: a) accepting the change, b) accepting any alternative tour offered, or c) a refund for the service not rendered. Refunds will be made as a credit note directly to the tour operator involved (in this case GLP Worldwide) or the paying party. If the customer decides to take the alternative offered, no further refunds or credit will be allowed unless so specified in writing. GO will not be held liable for any further claims. To uphold the safety and security standards that are required and to improve services, maintenance of units and dry dock might be notified without prior notice.

If it is not possible for GO to operate the contracted cruise or tour for causes beyond its control, within 24 hours after the departure date, the cruise/tour may be cancelled and the money paid will be refunded. In case of damage to the ship, which cannot be repaired within 24 consecutive hours, GO will refund the proportional amount paid from the time the ship was disabled or tour operation cancelled. In cases of force majeure or for commercial reasons, GO is entitled to provide a similar ship / price, yacht, tour arrangement, if available, and reserves the right to substitute it for a similar one, with or without prior notice.

In force majeure situations, GO reserves the right to withdraw a tour either completely or any part of it, to make alterations as deemed necessary and to pass on to tour members any outlays caused by delays or events beyond its control.

All airfares, taxes, schedules, ports of departure, time of arrival/departure and special programs are subject to change without prior notice. Local flights allow one piece of checked soft luggage weighing 20 kilograms.

The Galapagos cruise itineraries are subject to change without prior notice or can be operated in a different sequence. All Galapagos itineraries are under the direction of the Galapagos Park Administration or can be changed at the captain's discretion.

Mainland tour itineraries are also subject to change when there are bad weather conditions, strikes, natural events, or force majeure events beyond GO's control, or if a minimum number of participants is not secured. GO reserves the right to change the itineraries and offer the best available alternative for passengers. On dates including, but not limited to religious holidays and national celebrations, some churches, museums, monuments and sites may be closed.

There is no guarantee that specific wildlife shall be observed during a particular mainland tour or cruise. All sightings and optional activities are subject to environmental, operational conditions and passenger's physical condition.

Any independent arrangements that the passenger may partake locally that are not included in the program contracted with GO but are rather provided by an independent

airline, operator, or local supplier, shall be the passenger's sole responsibility, who is fully liable for all related risks and costs that must be paid directly to the organizer. GO does not supervise or control this portion of the program and cannot be held liable for delays and expenses arising from any act or omission of the organizer or any other party connected with it. Therefore, GO reserves the right to decline the provision of services in connection with passenger's independent arrangements.

GO reserves the right to change transportation and guides during the operation of the tour in case of major force situations, guaranteeing GO's quality standards.

Jurisdiction

This present agreement shall be governed by Ecuadorian Law and therefore interpreted within the framework of this law. In the event of a dispute between the parties as a result of the present agreement, if it has not been resolved amicably between the two parties, both GO and the customer shall be subject to the jurisdiction of the Arbitration Court of the Chamber of Commerce of Quito (CCQ), pursuant to the regulations of the Ecuadorian Arbitration Law. The rules for the arbitration process shall be as follows: the parties waive ordinary administration of justice and are bound to accept the rulings issued by the Arbitration Court. The Arbitration Court shall be comprised of three (3) members. The arbitration process shall be in Spanish and shall be conducted in the Arbitration Center of the CCQ and shall be confidential. All parties must cover corresponding fees and charges.