

GENERAL TERMS AND CONDITIONS



The terms and conditions described herein apply to all services, voyages and land programs contracted with ANDANDO TOURS and/or their affiliates. These General Terms and Conditions also apply to any third party services sold by ANDANDO TOURS and/or their affiliates. The user of the services provided by ANDANDO TOURS and/or their affiliates must comply with the Terms and Conditions described herein and any updates published on the www.andandotours.com website under the section "GENERAL TERMS AND CONDITIONS" which will supersede any other version. It is understood that the user of the services provided by ANDANDO TOURS and/or their affiliates declares that this section has been read and understood, and that he/ she explicitly accepts these general conditions.

Prices

The rates published by ANDANDO TOURS in our price list are valid until December 31 of any given year in which the services are contracted and include only those services specified within them. Some price reductions during the low season and/or special discounts may apply. ANDANDO TOURS and/or their affiliates reserve the right to change/adjust rates in the event of additional high costs such as: fuel price increases, significant rise in taxes; substantial changes in labor-related costs, which are not under the control of ANDANDO TOURS and/or their affiliates. ANDANDO TOURS and/or their affiliates will only recognize price quotations authorized by them in writing to the client for special, otherwise unpublished programs. These price quotations will apply only to the terms established in the corresponding quotation.

Medical Conditions

Upon reservation of our services, the customer must inform in writing any special medical condition, temporary or permanent disability, physical disability and/or any pre-existing illness that may require special attention or treatment. ANDANDO TOURS and/or their affiliates reserve the right to refuse any reservation if they consider the medical condition might place the passenger at risk during the voyage or tour. ANDANDO TOURS and/or their affiliates will not be held liable for any problems arising

as a consequence of a pre-existing medical condition and/or disability the passenger(s) may have during the cruise or tour activities. ANDANDO TOURS and/or affiliates hold civil liability and accident insurance to cover customers during the period they are using the services provided or sold by ANDANDO TOURS and/or their affiliates. For this reason, ANDANDO TOURS and/or their affiliates will not pay any medical expenses and therefore it is important that each passenger take out his/her own medical insurance.

Services

In case of any events of force majeure, or Acts of God such as: changes in government regulations, travel safety concerns, adverse weather conditions, civil or public disturbances, or any other situation(s) that threaten the wellbeing of the passengers and/or their belongings and/or the complete fulfillment of our services, ANDANDO TOURS and/or their affiliates will provide the client and passenger with a detailed explanation and will offer similar or equal alternatives, while continuing to provide the same quality service. The passenger is then entitled to choose between any of the alternatives offered by ANDANDO TOURS and/or their affiliates, or request a refund of his/her money with no additional compensation or fee.

Itineraries

Regular itineraries for the boats and/or extension programs and/or land services are published in our brochures and Websites. However, in the case of any event of force majeure such as changes to National Parks and/or government regulations, adverse climate conditions, civil or public disturbances, or any other situation(s) that may threaten the physical safety of our Passengers and/or their belongings, the published itineraries may be changed. However, we try to keep as much as possible the same number of visits to similar or equal places and to always provide the same quality of service. Additional costs arising from these unforeseen changes in the itinerary caused by events beyond our control are not included. In such cases we will inform the Client and our Passengers of these extra changes as soon as circumstances allow us. If a major change of itinerary is necessary the Passenger may either accept the change and choose any of the alternatives offered by ANGERMEYER CRUISES and/or ANDANDO TOURS and/or their affiliates, or receive a refund of his/her money with no additional compensation or fee.

Baggage & Personal Bags

Each passenger is responsible for taking security measures and having padlocks for all baggage items to prevent the possibility of them being opened by third parties.

Complaints

If any Passenger is dissatisfied with the service provided or sold by ANDANDO TOURS and/or their affiliates, he/she must notify the guide in charge of the group who will try to resolve the problem immediately. If the problem persists this must be registered on our Comments Card. If a further explanation is deemed necessary from the Operator a petition regarding this matter must be delivered in writing to the Operator no later than 30 days after the conclusion of the voyage or tour.

Insurance

The insurance coverage applicable to all tourists not older than seventy four years of age at the time of the accident is activities and which is described in this Contract is given below:

Personal injury insurance for passengers of ANDANDO TOURS and/or their affiliates:

- Accidental death US\$30,000 per person
- Total and permanent disability US\$30,000 per person
- Medical expenses US\$3,000 per person
- Ambulance US\$150 per person

Extended civil liability insurance (Protection and Indemnity – P&I) applies for Passengers on the vessel S/S Mary Anne or any other vessel owned by Federico Angermeyer covering an insured amount of US\$ 500,000,000.00 per boat

Personal liability for passengers during all other programs and tours with the exception of the above listed vessels covers up to US\$500,000.00

Coverage

Civil Liability resulting from the Passenger transportation contract to refund payments for personal damage, illness or death of any of the registered Passengers, hospital, medical or funeral services, or any other expenses arising from the accident, illness or death incurred during the contracted trip in one of the above-mentioned vessels.

Civil Liability extended to passengers who suffer a personal injury as a consequence of an accident that occurs within the vessel or during the course of its voyage to include compensation for costs to send the passenger(s) to his/her final destination

or to return to the port of boarding, and/or to provide due care and attention during his/her stay.

Civil Liability to cover damages to a passenger's personal property, but excluding the right to compensation for any goods such as cash, money checks or other negotiable papers, precious metal jewelry and valuable art objects unless covered by a prior specific contract in writing, and signed by the ship owner.

Exclusions and Limitations: Reservations, payment and cancellation policies

There is no right to make claims relating to items 1, 2 and 3 of this section, unless the Terms of Contract for the trip have been previously agreed upon by ANDANDO TOURS and/or their affiliates.

There is no right to Civil Liability compensation mentioned in items 1, 2 and 3 of this section arising from the transportation of any passenger by air with the exception that the said Civil Liability occurred during the repatriation by air of an injured or sick person after a casualty within our insured vessel.

There is no right to claim of Civil Liability compensation mentioned in items 1, 2 and 3 in this section when the passenger is on an excursion arranged by the insured vessel under any of the following circumstances:

When a separate contract is taken out by the policyholder regardless of whether the holder, or any of his/her dependents participate in the said excursion.

When the policyholder, or any of his/her dependents has rejected the right to make a claim against any sub-contractor or third party regarding the said excursion.

The insurance coverage described above represents all the insurance taken out by ANDANDO TOURS and/or their affiliates. The client must declare they have read, understood and agreed to the terms of this coverage for themselves and their clients, expressly renouncing any further possible claims to those detailed in this clause.

Passengers with seventy five years of age or older are not covered by the accident insurance, in accordance to the policies of the Insurance Company, and therefore have to take out their own accident insurance.

The reservations, payment and cancellations policies are published along with the prices each year up until June and are valid from January 1 to December 31 of the following year.

PAYMENT AND CANCELLATION POLICIES FOR GALAPAGOS

Reservation, payment, and cancellation policies for daily tours

- When a client makes a reservation for a daily tour on the Andando Tours website through the PayPal system, the funds are held by PayPal until our operations team verifies the availability and confirms the service is available.
- Once the service availability is confirmed, PayPal transfers the funds to the Andando Tours account, and the reservation becomes a firm booking.
- In cases where the service is not available, Andando Tours notifies PayPal, and the funds are automatically returned to the customer.
- To reserve and book a daily tour, Andando Tours requires the full payment of the value of the tour.
- Day tour bookings canceled between the confirmation date and 30 days before the tour start date entail a cancellation fee of 10% of the paid rate.
- Day tour bookings canceled with 30 days or less before the tour start date entail a cancellation fee of 100% of the paid rate.

Reservations, payment and cancellation policies for individual travelers

- An individual traveler reservation is valid only when Andando Tours returns a written confirmation to the client confirming the availability
- Once the reservation is confirmed, the client has a limit of 8 days to make a 30% deposit of the value of the cruise to Andando Tours to hold and guarantee the reservation. Our reservation system automatically eliminates all unguaranteed reservations after the time limit specified above. If the reservation is made between 119 and 60 days prior to the cruise start date the deposit will be needed as soon as possible to secure the space.
- Andando Tours requires the full payment of the cruise value 60 days prior to the cruise start date.
- Reservations cancelled between the confirmation and 121 days prior to the cruise start date entail a USD \$250 cancellation fee for each passenger.
- Reservations cancelled between 120 and 61 days prior to the cruise start date incur in a penalty of 30% of the net value of the cruise.
- If the reservation is cancelled between 60 days and the cruise departure date the full value of the cruise will be required as cancellation fee.

Reservations, payment and cancellation policies for charter cruises

- A charter cruise reservation is valid only when Andando Tours returns a written confirmation to the client.
- Once the reservation is confirmed, the client has a time limit of 8 days to send a deposit of 30% of the charter net value to Andando Tours to hold and guarantee the reservation. Our reservations system automatically eliminates all reservations that don't have a deposit registered after the time limit specified above.
- Andando Tours requires full payment of the net value of the charter 60 days prior to the cruise start date.
- Our cancellation policies are regulated by the following timeline:
- Reservations cancelled between the day of the reservation and 120 days prior to the cruise start date incur in a penalty of USD \$150 for each passenger.
- Reservations cancelled between 119 and 91 days prior to the cruise start date incur in a penalty of 30% of the net value of the charter.
- Reservations cancelled between 90 and 60 days prior to the cruise start date incur in a penalty of 50% of the net value of the charter.
- Reservations cancelled between 59 days and the cruise start date incurs in a penalty of a 100% of the net value of the cruise. However, if Andando Tours is able to sell some or all of the cancelled spaces, the client agency will be reimbursed for the equivalent amount, less a 10% of the net value of the charter kept back as cancellation fee.

IMPORTANT NOTICE:

Cancellations of charter cruises during Christmas (24 / 25 of December) and New Year (31 of December / 01 of January) will incur a 10% charge of the net value of the charter regardless of whether the cancellation was made 120 days or more, prior to the cruise start date. For cancellations made with less than 120 days prior to the date of the cruise Andando Tours will apply the same policies as stated above.