



**ANDANDO^{or}
TOURS**
Mainland Ecuador &
Galápagos Islands

General Terms and Conditions

The terms and conditions described herein apply to all services, voyages and land programs contracted with ANGERMEYER CRUISES and/or ANDANDO TOURS and/or their affiliates. These General Terms and Conditions also apply to any third party services sold by ANGERMEYER CRUISES and/or ANDANDO TOURS and/or their affiliates. The user of the services provided by ANGERMEYER CRUISES and/or ANDANDO TOURS and/or their affiliates must comply with the Terms and Conditions described herein and any updates published on the www.angermeyercruises.com or www.andandotours.com Websites under the section "GENERAL CONDITIONS" which will supersede any other version. It is understood that the user of the services provided by ANGERMEYER CRUISES and/or 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 us 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. ANGERMEYER CRUISES and/or 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 ANGERMEYER CRUISES and/or ANDANDO TOURS and/or their affiliates. ANGERMEYER CRUISES and/or 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affiliates will only recognize price quotations authorized by them in writing to the client for special, otherwise unpublished programs.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. ANGERMEYER CRUISES and/or 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. ANGERMEYER CRUISES and/or 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. ANGERMEYER CRUISES and/or ANDANDO TOURS and/or affiliates hold civil liability and accident insurance to cover customers during the

Contact us for more information:
PBX: (593-2) 3237330
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period they are using the services provided or sold by ANGERMEYER CRUISES and/or ANDANDO TOURS and/or their affiliates. For this reason, ANGERMEYER CRUISES and/or ANDANDO TOURS and/or 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, ANGERMEYER CRUISES and/or 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 ANGERMEYER CRUISES and/or ANDANDO TOURS and/or their affiliates, or request a refund of his/her money with no additional compensation or fee under the Terms and Conditions applying to the company.

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 under the Terms and Conditions applying to the company.

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Baggage & Personal Bags

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

Complaints:

If any Passenger is dissatisfied with the service provided or sold by ANGERMEYER CRUISES and/or 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:

Insurance coverage applicable to the tourist activities described in this Contract is given below.

Personal injury insurance for passengers of ANGERMEYER CRUISES and/or 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 sailing vessels: S/S Sagitta, S/S Mary Anne and S/V Mandalay

P&I insurance covers an insured amount of US\$ 500,000,000 per boat

Personal liability for passengers during land programs and programs in mainland Ecuador covers up to US\$150,000.

Coverage:

1. 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

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- from the accident, illness or death incurred during the contracted trip in one of the above-mentioned vessels.
2. 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.
 3. 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:

- 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 ANGERMEYER CRUISES and/or 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:
 1. 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.
 2. 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 ANGERMEYER CRUISES and/or 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.

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Reservations, payment and cancellation policies

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.

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