



SALES TERMS AND CONDITIONS - ECUADOR -

Article 1: General

The **General Sales Conditions** apply to all the services offered by **NATURE EXPERIENCE**, including organised tours, transport and any other service (airfare, hotel, cruise, diving, guide etc) taking place in **Ecuador**.

Article 2: General Information

NATURE EXPERIENCE is a tour operator based in Quito, Ecuador, legally constituted and, therefore, subject to all laws and regulations governing tourist activity in force in that country.

Booking one of our trips implies the unconditional acceptance of the Ecuadorian laws governing tourism and agreeing to our Sale and / or Special Sales Conditions, as well as complying with the instructions and the recommendations stipulated in various notices attached to the travel documents.

The client acknowledges having read the information relating to the trip he / she chose thanks to the information provided by **NATURE EXPERIENCE**.

Article 3: Bookings and confirmations

All bookings, confirmations and cancellations must be made in writing via email or fax. Booking a **trip to Ecuador** will be confirmed upon receipt of the value of the initial deposit.

In order to confirm the booking of a tour or other services in **Ecuador**, each **Participant Information Sheet** completely filled-in and signed by the client, must be sent to **NATURE EXPERIENCE** (info@ecuador-experience.com). This document (**General Sales Conditions**) will also have to be signed and returned to **NATURE EXPERIENCE** to validate

the booking. The signatory will be liable for those mentioned on the same information document.

Once Nature Experience has confirmed by Email to the client that the deposit has been received, the contract should take full effect. The receipt of the deposit confirms the booking of the trip only to the extent of availability.

The invoice will be sent to the client by Email within 5 days after receiving the booking

Article 4: Prices of our services

The agreed prices are in **US dollars (USD)** and include all the services mentioned in the description of the tour, unless there has been an obvious clerical error.

Tour rates are per person, based on double occupancy room. The single supplement are not included (this additional rate are published in the itinerary details prices

In case of any increase in internal airfare rates, the client will be responsible to make sure that this is paid. Under no circumstances, Nature Experience will be held responsible for these cost.

Article 5:

A. Payment

The booking will be considered confirm on the date of receipt the initial deposit of 40% of the total value of the tour established with the client (as stated in article 5-B, Special conditions)

The first payment must be made within seven (7) days of receipt of the invoice.

The remaining balance, amounting to 60% of the total value of the trip must be paid no later than 60 days before the trip begins.

B. Special payment

At the customer's request, the payment of the total value may be made as the first deposit. The customer must request this change as soon as possible. A new invoice stating the changes will be sent to him/her immediately.

C. Exchange rate

Price amendment: Our quotes are calculated in **US Dollars** and our commitment is to this amount, the equivalent in other currencies is indicative and based on the exchange rate USD / currency of the date of the offer. The amount given in any other currency than USD is indicative and based on the exchange rate at the moment of receiving a quote or payment link.

Article 6: Individual and/or group cancellations

All cancellations must be in writing, sent by email or by fax, indicating the trip references.

- For cancellations made over 180 days before the start of the trip, a penalty of 150 USD per person will be applied.
- For cancellations made between 179 and 75 days before the start of the trip, a penalty of 30% of the total value of the trip per person will be applied.
- For cancellations made between 74 and 41 days before the start of the trip, a penalty of 50% of the total value of the trip per person will be applied.
- For any cancellation made less than 40 days of arrival in Ecuador, a penalty of 100% of the total value of the trip per person will be applied.

Article 7: Modifications

NATURE EXPERIENCE will charge the customer for all costs resulting from changes he / she has expressly requested. Any request for modification will be accepted when possible. Any trip shortened or any service not used by the traveller whatsoever, shall not give rise to a refund.

NATURE EXPERIENCE will not be held liable for any unused services, changes made to the itinerary or in the case of cruises for cancellations and/or changes in the itinerary as well as changes and/or cancellations of national and international flights, including delayed flights. No refunds will be made for services not used, change of route or total loss of the trip if the passengers arrive late at the airport and miss their flight.

Article 8: Luggage

While travelling by plane, passenger's luggage is the responsibility of the airline company. Any claim will be handled directly between the customer and the airline company.

NATURE EXPERIENCE could however support the passenger's claims from the airline company without compromise to any outcome.

NATURE EXPERIENCE cannot be held responsible for damages of any kind, to personal items as well as for valuables (camera, jewellery, cash...) belonging to the traveller. Furthermore, **NATURE EXPERIENCE** cannot be held responsible for any lost or forgotten objects or personal purchases during the trip or cruise.

Article 9: Cancellation of domestic flights

Once confirmed, cancellation of domestic flights will automatically lead to a 100% cancellation fee for the value of the ticket(s), in accordance with Ecuadorean Airline Regulations.

Article 10: Cancellation Refund

In case of cancellation of the trip, the refund will be made within a maximum period of three months.

In the case of cancellation of a participant of tours organized for groups, the final price of the trip for each participant will be revised in proportion to the basis of the number of confirmed travellers.

Article 11: Cancellations made on behalf of the operator before departure

It is possible that, up till the last moment, N.E. is forced to cancel a reservation due to circumstances beyond our control such as bankruptcy of one of our suppliers, political unrest, requisitions, strikes, weather conditions, natural disasters, heightened security risks, etc.

In this case, **NATURE EXPERIENCE** will refund the total amount paid.

No compensation and no additional refund will be granted.

Wherever possible, **NATURE EXPERIENCE** will attempt to best preserve the interests of the travellers and will, subject to availability, offer an option of an equivalent or a higher quality; if the trip, offered in substitution is of an inferior quality, **NATURE EXPERIENCE** will refund the price difference to the client as soon as possible.

Article 12: Modifications of the itinerary

If considered necessary either for safety reasons or local regulations, the itinerary might be changed without prior notice by **NATURE EXPERIENCE**, the guide, the tour leader, the Captain cruise or any governmental institution like the Galapagos National Park. If the tour was interrupted during the stay for any reason whatsoever, beyond our will or the customers' will, **NATURE EXPERIENCE** will do its utmost best to get a refund, partial or full, of unused services without this being an obligation nor a promise for **NATURE EXPERIENCE**.

Article 13: NATURE EXPERIENCE Responsibility

NATURE EXPERIENCE and its legal agents or representatives act as organisers. As such, they have to work with different service suppliers, various transport companies, hotels/hostels and other intermediates required for the trip or cruise organisation. **NATURE EXPERIENCE** therefore, acts as an intermediary between, on one hand: the customer and on the other hand: the suppliers (carriers, hoteliers, charterers, ship owners ...). **NATURE EXPERIENCE** should not be confused with the latter that, in any case, are responsible for their own services. **NATURE EXPERIENCE** will not be held responsible for their suppliers' non-performance, with the exception of mistakes or failures resulting directly from the acts or omissions caused by **NATURE EXPERIENCE** employees.

NATURE EXPERIENCE is responsible for the proper execution of the contract in accordance with the expectations that the traveller may reasonably have on the basis of the travel organisation contract. In case, the provider(s) do(es) not execute their services, whatever stipulated obligations, **NATURE EXPERIENCE** commits itself to helping the traveller to exercise his/her rights against the provider(s) in question.

NATURE EXPERIENCE will exercise due diligence, as much as possible, during the execution of the contract, to support and assist the traveller. In this case, **NATURE EXPERIENCE** can add costs which will be borne by the traveller.

Article 14: Traveller's Responsibility

The traveller must provide **NATURE EXPERIENCE** with all the information that will be specifically requested.

If the traveller provides false information, resulting in additional costs to **NATURE EXPERIENCE**, these fees will be invoiced to him/her.

Each traveller must hold a personal liability insurance, health care insurance, as either part of a travel insurance or sold separately, as well as a multi risk individual insurance to be covered for incidents or accidents that may occur before or while travelling.

In all cases, we ask each customer to provide us, before arrival, with the details of their personal insurance (contract and phone numbers) and recommend that, when travelling, they take a copy of the insurance contract because he / she will be responsible to report claims to his / her insurance (our guides and representatives will help as much as possible). Each participant will be required to comply with the requirements and formalities imposed by the national, legal and medical authorities, and at any time of the trip. In no event, **NATURE EXPERIENCE** will be a substitute to the individual responsibility of the customer who will have to carry out, in person, all administrative and medical formalities before departure (passport, visa, vaccination ...) and for the duration of the trip, completion of customs formalities in the country regulating the export of items purchased on site such as carpets, antiques...

Non-compliance of these regulations, the inability of a customer to present valid documents upon departure, any delay (even resulting from a force majeure during an air, rail or land transfer of which we are not supplier), involve the sole responsibility of the participant who will assume the incurred expenses.

Given the special nature of our trips, each participant will follow the advice and instructions given by the guides or Tour Leaders in charge of the group and representative of **NATURE EXPERIENCE** and any other institution, nature reserves or lodges visited during the tours. They cannot be held responsible for incidents, accidents or injuries that may result of a reckless initiative of one or several participants.

In addition, each participant must be aware that they may take risks of any kind due to local conditions (distance to medical centres, lack of communication...). They will knowingly assume the risks in their name and on behalf of the other members accompanying them, and agree not to transfer the responsibility to **NATURE EXPERIENCE**.

National Parks, like all other protected areas in Ecuador (public or private), are governed by strict rules. Respect of the rules, a good spirit and a sense of conviviality are essential assets to achieve the type of trips we offer. The organiser, the guide or tour leader reserves the right at any time, to exclude from a group, a person whose behaviour will be considered endangering the safety of the group and the welfare of the participants or visited sites. In this case, no compensation will be refunded.

Article 15: Use of travellers' comments

Customer comments on their travel experience and / or the travel services received by **NATURE EXPERIENCE**, sent by mail, noted on the evaluation documents or published on the Internet, may be copied and used in one or more promotional spaces related to **NATURE EXPERIENCE** agency, in their entirety or by fragments. The agency agrees not to alter the meaning of the comments in case of a partial copy of these comments and to mention the sources.

Article 16: Jurisdiction and applicable law

Any dispute relating to the execution, interpretation and validity of this contract that could not lead to an amicable agreement will be the exclusive jurisdiction of the court of the Quito Chamber of Commerce, which applies Ecuadorian law.



Xavier Amigo
CEO
NATURE EXPERIENCE Cia Ltda.
RUC: 1792654432001

The customer
Surname
Name
Date

This document will have to be signed and sent back to NATURE EXPERIENCE.
voyage@ecuador-experience.com