

## TERMS & CONDITIONS

These are the Terms and Conditions of your Contract that apply to your booking. Please read them carefully as you will be bound by them. These Terms shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding contract. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein.

The Contract is with **Highlight Tours Ecuador Hightours Cia. Ltda.** "the Company" and is governed by Ecuadorian Law. By booking a trip, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

### 1. THE CONTRACT & PAYMENT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with the Company or its Agents, you accept on behalf of yourself and all those named on the booking including minors and persons under a disability to be bound by these Terms and Conditions.

A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or confirmation email. It is at this time that a Contract between the Company and the Client comes into existence.

The Company will hold the reservation of the client for 7 days from confirmation. To secure a booking with Highlight Tours Ecuador Hightours Cia. Ltda., the client must deposit 20% of the trip price. In case of non-payment within the 7 days the Company will treat the reservation as canceled by the Client.

- a) The complete balance due must be paid to the Company no later than 30 days prior to departure.
- b) In case of bookings made 15 days to 8 days prior the departure date, the advance payment must be made within 3 days. In case of bookings made 5 days or less of the departure date the Company offers total payment upon arrival in Lago Agrio.
- c) Payment can be made through bank transfer or deposit. In case of transfer fees (international bank transfers) all charges applied to the transaction must be assumed by the Client.
- d) All prices are in United States Dollar.

### 2. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and/or physical condition, which may affect fitness to travel and/or any condition whatsoever nature. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that results in cancellation will result in the client being charged full cancellation fees. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. The Company may refuse to carry pregnant women over 28 weeks or Clients with certain conditions. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients' special requests including dietary, but such requests do not form part of the Contract and therefore the Company is not liable for not providing these requests. Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment.

### 3. CANCELLATION OF A TOUR BY THE CLIENT

The Client reserves the right to cancel any trip for any reason. Any cancellation by a Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation fees applicable.

Cancellation of a tour: The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance and international flights.

- 1) Cancellation 30 days or more before departure: \$50 administration fee
- 2) Cancellation 29 to 7 days before departure: 50% of cost of tour and services, e.g. private transport
- 3) Cancellation 6 to 1 days before departure or no show: 100% of cost of services

### 4. CANCELLATION OF A TOUR BY THE COMPANY

The Company reserves the right to cancel any trip for any reason, but will not cancel a tour less than 30 days before departure except for Force Majeure, unusual or unforeseen circumstances outside the Company's control (e.g., which lead the tour to be too dangerous, impossible to take the tour, etc.). When a tour is

cancelled by the Company before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

(I) take a substitute tour of equivalent or superior quality if the Company is able and willing to offer such a substitute; or

(II) take a substitute tour of lower quality if the Company is able and willing to offer one, or

(III) have a full refund of all monies paid under the contract as soon as possible.

The Company is not responsible for any incidental costs or consequential damages or losses incurred by the Client as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked

then the Client must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, the Company will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client rejects the alternative tour for health or organizational reasons (e.g. the alternative tour lasts longer or has another final destination), the Company will provide the Client a refund of unused tour portions. Where a significant alteration or cancellation occurs, which is not due to Force Majeure or other circumstances beyond the Company's control, the Company may offer compensation at their own discretion on a fully voluntary basis. Significant alterations do not include the substitution of a vessel, modification of itineraries, change in cabin category or hotel accommodation provided it is of the same category.

## **5. UNUSED SERVICES**

There will be no discounts given or refunds made for missed or unused services, this includes voluntary or involuntary termination of/departure from the tour, e.g., sickness, death of a family member etc. or late arrival on the tour.

## **6. PRICES AND SURCHARGES**

The price of the tours published may go up or down from the time of publication. The Company recommends that the Client finds out the most up to date price of their tours including the costs of any other service provided by the Company at the time of making their booking. The Company reserves the right to increase tour price after the holiday has been booked but will not do so any later than 30 days before the departure date stipulated. After a Confirmation Invoice has been issued any increase of the tour price will only be due to changes in an increase of transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or exit fees at ports and airport charges, including any currency fluctuations. If the increase is 2% or less of the tour price the Company will absorb the changes in its costs of providing the tour. However, if the increase is more than 2% the Company will pass this increase on to the Client. Where the increase in price is more than 7% of the Client's tour price the Clients may either:

(i) withdraw from the contract without incurring any contractual penalty; or

(ii) accept the change of price.

## **7. VALIDITY**

The prices on our website are based on rates and costs in effect at the time of publishing on the website.

The Company reserves the right to alter prices at any time prior to payment. All dates, itineraries and prices are indicative only.

## **8. FLEXIBILITY**

The Client understands and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances or any other reason whatsoever.

## **9. CHANGES**

Changes made by the Company: While the Company will endeavor to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. If the Company makes a major change the Company will inform the Client as soon as reasonably possible if there is sufficient time before departure at all. The definition of a major change is deemed to be a change

affecting at least one in three full tour days of the itinerary. If the major change is due to Force Majeure or unforeseen circumstances no compensation is payable. Some changes to the itinerary may happen on tour as a result of unforeseen circumstances or local situations. Any changes made to alter the itinerary as a result of such unforeseen circumstances or local situations will be made with full authority of the tour guide and any direct or indirect cost incurred as a result will be the responsibility of the Client. Where the Company has to make a major change to the Client's tour before departure the Company will notify the Client as quickly as possible so that the Client can make one of the two following decisions:

- (i) withdraw from the contract without penalty; or
- (ii) accept the change and proceed with the tour.

#### **10. ACCEPTANCE OF RISK**

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to tour commencement, the Client may be asked to sign a participation form, with the following wording: "I understand traveling with Highlight Tours Ecuador Hightours Cia. Ltda. may involve risks (and rewards) above and beyond those encountered on a more conventional vacation and that I am embarking on an adventure trip with potential dangers. I understand that I am traveling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on conventional vacation. I have read and understood the Highlight Tours Ecuador Hightours Cia. Ltda. dossier for this tour I am undertaking as well as these conditions and have provided details of any preexisting medical conditions I may have to Highlight Tours Ecuador Hightours Cia. Ltda. representatives. I accept these risks and obligations and I fully assume the risks of travel. I understand that during my tour there may be optional opportunities to participate in activities, which do not form part of the itinerary. I understand Highlight Tours Ecuador Hightours Cia. Ltda. has no responsibility for the safety or quality of the activity, or the standard of the independent operator running the activity. I also understand Highlight Tours Ecuador Hightours Cia. Ltda. is in no way responsible for my safety should I elect to participate in such optional activities. With full knowledge of the above, I may still elect to participate in the activity, and if I do so, I assume full responsibility for any risks involved, and the waiver and release of the Releases set out in the foregoing paragraph shall also apply to such optional activities."

#### **11. AUTHORITY ON TOUR**

At all times the decision of the Company's tour guide or representative will be final on all matters likely to endanger the safety and well-being of the tour and Clients. By booking with the Company, the Client agrees to abide by the authority of the tour guide or Company representative. The Client must at all times strictly comply with the laws, customs, and foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Client must advise Highlight Tours Ecuador Hightours Cia. Ltda. at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour guide, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others the Company may terminate that Client's tour arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the tour arrangements.

#### **12. GUARANTEED DEPARTURES**

The Company guarantees selected departures at their discretion. This guarantee of departure is still subject to Force Majeure situations and the Company reserves the right to remove the guaranteed departure at any time due to circumstances beyond their reasonable control. The Company will not be held accountable for any indirect costs resulting to the Client for such change or action.

#### **13. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)**

The Company is not liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to persons or property, or financial costs both directly and indirectly incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to persons or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or a threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance,

howsoever and wherever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause of whatsoever nature beyond the reasonable control of the Company, the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

#### **14. INSURANCE**

It is strongly suggested that all Clients obtain their own travel related personal medical insurance as well as general travel and/or annulation insurance while traveling with the Company. This insurance should cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Company shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the Client in public lounges or other public areas, whether on board of a vessel, train, bus, or other transportation vehicle, publicly owned or operated by the Company or elsewhere, are not reimbursable. Losses due to ordinary wear and tear and other Acts of God are not reimbursable. The Company does not accept responsibility for and in no event is liable for loss or damage of valuables or other articles left in or on facilities used by the Company such as hotels, home stays, vessels, expedition vehicles, or any other transportation vehicles. The Client acknowledges that the cost of the tour does not include insurance, and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance, the Client must ensure the insurer is aware of the type of travel to be undertaken.

#### **15. CLAIMS AND COMPLAINTS**

If a Client has a complaint against the Company, the Client must first inform the tour guide at the earliest opportunity to allow the reason for complaint to be rectified. If satisfaction is not reached, contact Highlight Tours Ecuador Hightours Cia. Ltda office in Lago Agrio whilst on tour in order that the Company is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on tour will result in the Client losing the right to claim for compensation from the Company, fully or partially. If satisfaction is still not reached through these means while on tour then any further complaint must be put in writing to the Company at [aguasnegrasriverolodge@gmail.com](mailto:aguasnegrasriverolodge@gmail.com) within 10 days of the end of the tour. The Company will not accept any such complaints received after this period.

#### **16. CLIENT RESPONSIBILITY**

The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in his or her daily lives. By booking a tour with the Company, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks associated with such tour conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary and is encouraged to locate or make contact prior to embarkation with his or her local embassy or consulate of each destination.

#### **17. LIABILITY**

The Company is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of Force Majeure; or any event which the Company and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services, which form part of the Contract then the Company limits its liability, where applicable, by the Law of Ecuador.

#### **18. SEVERABILITY**

In the event that any term or condition contained herein is unenforceable or void by operation of the applicable Ecuadorian Law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding. The respective

term or condition will be changed immediately to be compliant with the Law of Ecuador, public policy or other the reasons that made it unenforceable or void.

#### **19. SUCCESSORS AND ASSIGNS**

These Terms and Conditions shall inure to the benefit of and be binding upon the Company and the Client and their respective heirs, legal personal representatives, successors and assigns.

#### **20. UPDATING OF TERMS AND CONDITIONS**

The Company reserves the right to update and/or alter these terms and conditions at any time, and it is the Client's responsibility to be familiar with them. The latest terms and conditions may be found on the Company website [www.aguasnegrasriverlodge.com](http://www.aguasnegrasriverlodge.com).

#### **21. ARBITRATION**

Any dispute or claim arising out of or relating to this Contract, including its formation and validity, shall first be referred to arbitration. Arbitration shall be initiated by delivery, by mail or other reliable means, of a written demand for arbitration by one party to the other. The arbitration shall be held in Quito, Ecuador. The language is Spanish. If no agreement can be reached, the matter can be taken to court.

#### **22. PLACE OF JURISDICTION AND APPLICABLE LAW**

This contract is governed by Ecuadorian Law. The exclusive place of jurisdiction for all proceedings is Quito, Ecuador. Quito is also the place of performance and, for customers domiciled abroad, the place of enforcement. The language of the court is Spanish.

Read, understood and agreed:

Place & Date

Full name & signature

(of the person who made the booking and whose name is on the invoice)

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