



# Terms & Conditions

## PLEASE READ CAREFULLY

**Introduction:** CNH Tours takes pride in providing personalized service. We try as much as possible to "go the extra mile" to ensure a problem free adventure. We strive to provide you with the best service possible at all times - before, during and after the trip. However, we ask you to recognize that there are always factors that are beyond our control. In order to ensure that prospective participants are fully aware of risks, and CNH Tours policies, we have developed the following terms and conditions for trips booked with us.

### **General Conditions:**

CNH Tours are for anyone in good health - they do not require exceptional fitness, though one must be willing to put in a reasonable physical effort (e.g. 3-4 kilometre walks). We provide, as a general rule, tourist class accommodations, though we try to book original style hotels located, when feasible, within walking distance of local attractions. We shy away from cookie-cutter style establishments. Groups are accompanied by an experienced english speaking local guide (or naturalist guide in Galapagos) familiar with the destination and fluent in the local language. Finally, we like to remind you that living standards and practices in other parts of the world and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in your home country.

### **Trip Price Includes:**

(Unless otherwise indicated in the trip itinerary) In-country transportation for your national flight (private comfortable mini-bus / flights / tourist class cruise ship if applicable), accommodations, guides, most meals, all site/museum entrance fees (except Galapagos National Park entrance fee), and taxes (except airport taxes, when applicable).

### **Trip Price Does Not Include:**

(Unless otherwise indicated in the trip itinerary) Return air fare home, optional side trips, visa costs (if applicable), country airport departure tax, personal expenses (including alcoholic drinks during meals, and bar expenses), some meals (where indicated on the itinerary), guide and crew tips, Galapagos National Park entrance fee. Please consult specific trip itinerary for full details.

### **How Do I Book My Trip?**

First contact us to ensure there are spaces remaining on the desired trip. Then, fill in our online BOOKING FORM (there's one dedicated to our Active Galapagos trips, and another for independent trips). We will invoice you for the deposit, which must immediately be paid to confirm your trip. Payments via US\$ cheque (preferred option) or by wire are accepted. Book as soon as possible to reserve your place - the number of participants is limited and may be completely booked several months prior to departure - bookings are confirmed upon reception of deposit, and on a first come, first served basis.

### **Travel Documents**

**Passports:** Ecuador requires passports to be valid for six months beyond the date of arrival into the country.

**Visas:** Citizens of most countries including the USA, Canada and the UK can stay a maximum of 90 days without needing a visa. Check with the nearest Ecuadorian embassy or consulate for additional information.

### **What About Travel Insurance?**

Ecuador now requires proof of travel health insurance upon arrival. In its absence, you may be required to purchase an insurance policy on the spot. We strongly recommend you acquire additional travel insurance suitable to your needs (cancellation, lost luggage, repatriation).

### **Information Package:**

The internet is a very rich source of valuable, updated information and can do a much better job at informing you on Galapagos and travel conditions, health, clothing, and other relevant information than we can. See our links page for a collection of useful internet links containing all this information and more. We are always available to answer emails - you can contact us at: [hblenkiron@cnhtours.com](mailto:hblenkiron@cnhtours.com). Nevertheless, access to our detailed Voyage Guide will be sent to you upon booking which we hope will address most, if not all of your questions. We also encourage you to refer to our Frequently Asked Questions on our website.

### **General Conditions / Liability:**

**i) Reservations and Deposits:** Deposits are required to confirm booking. The balance is owed

75 days prior to the departure date, or as indicated in the itinerary. In case of late payment, please note that your reservation may be automatically cancelled, incurring cancellation fees as described below. Reservations made 75 days prior to the departure must be paid in full.

**ii) Liability:** All travel has its inherent risks, whether one travels to the office or to remote foreign destinations, where events beyond our control such as severe weather, earthquakes, mechanical breakdowns, political instability, or labour strife may occur at any time causing a variety of delays, cancellations or other impediments to a problem-free trip. CNH Tours reserves the right to modify the itinerary in order to avoid such problems. However, should the Canadian embassy in the host country emit a full and formal travel restriction to our destination, trips may be canceled at the last minute and under these circumstances, though CNH Tours will make every effort to reimburse the trip payment, we cannot guarantee a full refund. Once again, CNH Tours recommends the purchase of adequate cancellation insurance which should cover such circumstances.

CNH Tours is not responsible for omissions, errors, losses, damages or accidents during the course of the trip, nor for delays caused by, or cancellations made by, transportation companies. CNH Tours cannot be held responsible for participant sickness, accident, loss or anxiety. CNH Tours will not make any reimbursements under any circumstances for a premature return or portion of the trip not completed, nor for unused services on behalf of trip participants.

Though basic first aid facilities are available on ships, participants recognize and accept that in case of injury or illness while cruising in Galapagos, medical facilities and personnel may be as long as 24 hours away in the town of Puerto Ayora, Galapagos for basic medical attention, and possibly up to 48 hours away in Quito for more specialized attention. Participants may want to consider acquiring emergency medical evacuation insurance (air transport) for transfer from the Galapagos airport to the mainland (otherwise, transportation is available only via the regularly scheduled commercial passenger airplane, three times a day). Participants accept that CNH Tours cannot be held responsible for delays in obtaining medical attention.

The liability of CNH Tours and its agents in regards to the provision of services described in the trip information material is limited to the cost of that service.

In cases where bad weather, technical problems or other unanticipated events during the course of the trip require a change in itinerary, schedule or hotel accommodation, CNH Tours local representatives and guides will be responsible for making such adjustments.

**iii) Cancellation:** If you are an independent traveler, your ship owner's cancellation policy will be the first to apply to your tour. The policy will be noted on your Guest & Trip Details document sent to you with your invoice. Typically, deposits are non-refundable.

For Active Galapagos guests, our cancellation policy is as follows: Deposits are non-refundable, if a cancellation is received no later 75 days prior to the trip start date, 80% of the deposit value may be applied to a future booking for a trip beginning no later than 1 year beyond the originally scheduled trip start date. Reservations cancelled between 75 days and the cruise start date incur a charge of 100% of the value of the tour. However, if CNH Tours is able to sell any or all of

the cancelled spaces, the client will be reimbursed for the equivalent amount less the deposit and any other losses.

We strongly recommend you purchase adequate trip insurance.

**iv) Trip Adjustments and Trip Cancellation:** CNH Tours reserves the right to make minor adjustments to the itinerary and if necessary, to cancel the trip prior to departure due to insufficient bookings or other such non-country related reason. In such circumstances, the final settlement with the participant will consist of the complete reimbursement of the trip cost, including 100% of the deposit. No transaction fee will be applied.

**v) In-country Legal Problems:** Though we will do what we can to provide assistance, CNH Tours will not be held responsible for any of its trip participants who, on his or her own account, develop problems with local authorities for not having respected the laws of the host country.

**Prices:**

Our prices are based on travel costs established by third parties. Though our policy is to absorb any price increases after our guests have made their deposit on a trip, there may be some unforeseen situations where major changes in transportation costs or other services on which our prices are based are modified significantly by a third party. Though we are proud to note that we have never had to increase prices after a guest has booked a trip with us, should we ever call for an increase of over 7% of your total invoice, you will have the right to obtain a full refund of your trip.

**\* \* PLEASE PRINT AND RETAIN THIS SHEET FOR YOUR PERSONAL RECORDS \***

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