

## **Payment and cancelation**

### Cancelation Policies:

The fares included in our price list are valid until December 31 of the year in which they were hired (i.e. 2006) and include only the services specified within them.

Some price exceptions during the low season and/or special discounts may apply.

The commission for travel agencies will be negotiated directly with each agency.

M/S Diamante reserve the right to change/modify the fares in case of events of high incidence to our costs, such as an increase in oil prices and/or significant fluctuations in taxes and/or substantial changes in labor conditions and, which are not under the control of M/S Diamante.

In price quotations for special programs, and others, not published, M/S Diamante will only recognize those given to the client in writing and will apply them only for the term stated in said quotation.

### Medical Conditions:

Upon reservation of our services the customer must inform, in writing, of any special medical condition, temporary or permanent disability, physical disability and/or any preexistent illness that may require special attention or treatment. M/S Diamante reserve the right to decline any reservation if it considers that the medical impediment could put the passenger at risk during the voyage.

M/S Diamante will not be held responsible for any problem originating as a consequence of a medical condition and/or disability the passenger(s) may have during the cruise activities.

M/S Diamante holds civil responsibility and accident insurance for passengers in so far that they are using the services provided or sold by M/S Diamante.

For this reason, we will not pay any medical expenses and thus is important that every passenger have his/her own medical insurance.

### Services:

In case of 'events of force majeure', such as: changes in government regulations, passenger safety concerns, climate problems, disturbances, or any other situation(s) that may attempt against the well being of the passengers and/or their belongings and/or the complete fulfillment of our services, M/S Diamante will provide a detailed explanation to its clients and, at the same time, will offer similar or equal alternatives, maintaining, as always, the same quality service.

The passenger is then entitled to choose between any of the alternatives offered, or request a reimbursement of his/her money with no additional compensation or fee, under the terms and conditions feasible to the company.

### Itineraries:

Regular itineraries for our boats and/or extension programs and/or land services are published within our brochures and websites.

However, in the instance of 'events of force majeure' such as: changes in regulation enforced by the National Parks and/or the Government, climate changes, disturbances or any other situation that may threaten the physical safety of our passengers and/or their belongings, the itineraries published may be altered or changed trying, as much as possible, to keep the same number of visits to similar or equal places and maintaining the same quality in our service.

Additional costs generated due to these unexpected changes in the itinerary, caused by 'events of force majeure' are not included. In this case, we will inform our passengers of these changes as quickly as the circumstances will allow us. If a major change is necessary, the passenger may decide between accepting the change by choosing any of the alternatives M/S Diamante offers or may request a reimbursement of his/her money under the terms and conditions feasible to the company.

#### Complaints:

If any passenger is dissatisfied with the service given or sold by M/S Diamante, he/she must communicate this matter to the guide in charge of the group, who will try to solve the problem immediately.

If the problem persists, the passenger must register it on our "comments card" and if he/she deems it necessary to receive an explanation [on the matter] from the operator, the claim must be placed in writing and handed to the company that sold the service in no later than 30 days after the voyage has concluded.

#### Insurance:

Descriptions of the insurance applicable to the tourist activities described in this contract are as follows:

#### Personal injury insurance for passengers of M/S Diamante:

Accidental Death US\$ 30,000.00 /person  
Total and Permanent Disability US\$ 30,000.00 /person  
Medical Expenses US\$ 3,000.00 /person  
Ambulance US\$ 150.00 /person

Insurance object: P&I - Protection and Compensation

Insured Amounts

US\$ 100,000.00

#### Coverage:

- a. Civil Responsibility resulting from the passenger transportation contract to refund payments for: damage to personal property, illness or death of any of the registered passengers, hospitals, medical or funeral services, or any other expenses incurred in relation to the accident, illness or death incurred during the contracted trip in the mentioned vessel.
- b. Civil Responsibility extended to passengers that suffer a personal injury as consequence of an accident occurred within the vessel and during its course, including

compensation for costs to send the passenger(s) to his/her final destination or to return to the port of boarding and the attention during his/her stay.

c. Civil Responsibility to cover damages to the passenger personal property, excluding the right to compensation for goods like cash money, checks and other negotiable papers, precious metal jewelry and invaluable art objects unless there is a specific contract, in writing, signed by the ship owner or shipcharter.

### Special Conditions

- There is no right to make claims related to items a, b and c of this section, unless the contract terms of the journey have been previously agreed upon by M/S Diamante.
- There is no right to Civil Responsibility compensation mentioned in items a, b and c of this section arising from the transportation of any passenger by air, with the exception that said Civil Responsibility occurred during the repatriation by air of an injured or sick person after a casualty within our insured vessel.
- There will be no right to claim of Civil Responsibility mentioned in items a, b and c when the passenger is on an excursion of the insured vessel under any of the following circumstances:
  - When a separate contract, taken by the policyholder, exists regardless of whether the holder, or any of his/her dependants, participates in said excursion.
  - When the policyholder, or any of his/her dependants have rejected the right to a claim against any subcontractor or third party regarding this excursion.

The insurance previously described, with its due coverage, represents all of the insurance M/S Diamante have contracted. The passenger declares knowledge of this coverage and has agreed to it.

### Personal Information Required

At least 15 days prior to departure it is important that the following passenger information is provided:

Complete First and Last Name, passport number, nationality (in case of minors provide a copy of the passport), native tongue, birth date, medical conditions, disabilities, special diets, medication(s), allergies, name and phone number of an emergency contact person and the name of the passenger's hotel in continental Ecuador.

In the case where a passenger is not of average size (weight or height), this particular matter must be communicated to M/S Diamante in order to take this matter into account and offer the passenger every facility possible.

Note: M/S Diamante will make its best effort to please passengers with their required diets; however, if this is not possible, we will notify the passengers in advance.

### Payment and Cancellation Rules for Charters

Once a charter has been requested, we follow this procedure:

1. The booking will be valid once M/S Diamante confirms it in writing, giving you a time limit for confirmation.
2. Once the reservation of the charter has been confirmed, you will have two weeks to send Andando Tours a 10% deposit to guarantee the booking. This deposit is not refundable if you cancel the full charter.
3. After the time limit date, M/S Diamante reservation system will automatically cancel all bookings without confirmation or deposit.

4. 90 Days prior to the operation of the cruise, M/S Diamante require a sales report. At this moment, and if the agency considers it suitable, Andando Tours may change the reservation from charter to FIT's, with the clients previously confirmed, and paying only US\$ 150 for each cancelled space.

5. M/S Diamante require full payment 60 days before the operation of the cruise.

6. If the cancellation has been done within 60 days prior to the operation date, M/S Diamante will charge the full payment of the cruise.

Payment and Cancellation Rules for Fit's (for individual travellers)

Once an individual traveller has made a request, M/S Diamante follows this procedure:

1. The booking will be valid once M/S Diamante sends a written confirmation, giving you a time limit to confirm this space.

2. M/S Diamante reservation system automatically cancels all overdue bookings.

3. Once the reservation has been confirmed, you have one week to send us a 10% deposit to reconfirm the booking.

4. Full payment is required 30 days prior to the cruise.

5. If a space is cancelled between the day of reconfirmation and 61 days prior to the cruise date, there will be a handling fee of US\$150,00 per reservation.

6. If the cancellation is done between 60 and 31 days prior to the operation of the cruise, the 10% deposit will be charged as cancellation fee.

7. If the cancellation is done within 30 days of the operation date, we will charge the full amount of the cruise.