



GENERAL TERMS AND CONDITIONS

AGENCIA DE VIAJES COMETA TRAVEL Cia. Ltda. is a travel agency and tour operator, legally established in Quito/Ecuador and authorized by the Ecuadorian Ministry of Tourism with register nr. 1701503512. The Ecuadorian Internal Revenue Service (SRI) Nr. is RUC 1791849922001.

COMETA TRAVEL is a member of the National Association of Tour Operators of Ecuador OPTUR, so as of the Regional Tourism Chamber CAPTUR.

COMETA TRAVEL is the only Representative of the YACHT ANGELITO I.

By confirming a booking, the client accepts these General Terms and Conditions

These General Terms and Conditions apply for the services of the Yacht Angelito; cruises of other yachts, and any other booking in Galapagos or Ecuador's Mainland, so as airfare tickets, may apply the terms and conditions of the third-party providers of the other travel services.

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1. THE BOOKING:

- 1.1. To confirm a reservation, please send us an e-mail with the names and the passport numbers of the participants. Cometa Travel will confirm the reservation sending back a booking form and the invoice
- 1.2. The following personal information must be collected to provide best possible bookings and third-party services; passengers agree to fill the booking form honestly and fully.
 - ✓ Last name(s), first name(s) (exactly as they appear on passport) and gender
 - ✓ Citizenship and passport number
 - ✓ Date of birth
 - ✓ Dietary restriction, allergies, current medication, special medical or physical conditions.
 - ✓ Name of the hotel where passengers will stay the night before cruise start (for a last-minute contact if needed)
 - ✓ Emergency contact information including name, relationship, and a phone number (par example a passenger's family member or the travel agent's 24/7 phone)
 - ✓ Routes and dates for the Galapagos flights, ASAP possible, but not later than 45 days prior cruise start
 - ✓ Preferred cabin/hotel accommodation: twin beds or matrimonial bed or single accommodation
- 1.3. The accurate information, especially name, and passport number, are important: tickets and TCT are issued based on this information and any change after purchasing, charges fee.
- 1.4. Passengers agree that their data, like the required personal information and the copy of the passports, may be forwarded to the third-party provider(s) to guarantee the reservation and the quality of services.

2. PAYMENTS FOR INDIVIDUAL PASSENGERS (FITS):

- 2.1. The booking is confirmed upon reception of a 30% reservation deposit for cruise, tours or other bookings like hotels, lodges, excursions, and others, to pay no later than fifteen days (15 days) after receiving our invoice. No reservation deposit is required for airfare tickets and TCT cards.
- 2.2. The outstanding balance of the invoice, including cruise, tours and, other services, plus all additional fares such as tickets* and TCT* is to pay at the latest sixty days (60 days) before the departure date.
 - ➔ (*These prices are subject to change and must be confirmed before paying your balance)
- 2.3. Payments can be done by wire transfer or mailing an US\$-check to our international account in the US; any expenses for transferring funds must be covered by the client.
- 2.4. Online payments with wire transfer from an US-account, or credit cards from all over the world, are possible by WeTravel. Please, ask for information.
- 2.5. It's the client's responsibility to keep in mind payment to avoid delays. Please, note that in the case of late payment, your reservation may automatically be canceled; additionally, cancellation fees could incur.

3. PAYMENTS FOR CHARTERS:

- 3.1. Schedule for payments:
 - 1st Payment: we confirm definitively after the reception of a deposit of 10% of the charter price, which is to pay no later than fifteen days (15 days) after we send the invoice.
 - 2nd Payment: an additional deposit of 20% of the charter price to complete a reservation deposit of 30% is to pay no later than two hundred seventy days (270 days) before the cruise start.
 - 3rd Payment: a further deposit of 20% of the charter price is required at the latest hundred eighty days (180 days) before cruise departure. If other reservations and third-party services are invoiced, this payment additionally includes a 30% deposit for other services or tour packages.
 - 4th Payment: the final deposit of 50% of the charter price, no later than ninety days (90 days) prior cruise start.
 - 5th Payment for all additional charges like airfare tickets*, TCT* and eventually other services, to pay at the latest sixty days (60 days) before the cruise/tour start.
 - ➔ (* These prices are subject to change and must be confirmed before paying the balance)



- 3.2. Payments can be done by wire transfer or mailing an US\$-check to our international account; any expenses for transferring funds must be covered by the client.
- 3.3. It's the client's responsibility to keep in mind payment due dates to avoid delays. Please note that in the case of late payment, your reservation may automatically be canceled; additionally, cancellation fees could incur.

4. INVOICE:

- 4.1. International Invoices are Tax-free (12% IVA), but are to support with the copy of your business or commercial register or the copy of the passport for FIT bookings. Without this legal support, the 12% IVA will be invoiced to your agency.

5. CANCELLATION TERMS:

- 5.1. COMETA TRAVEL/YACHT ANGELITO do not offer any cancellation insurance. In the case of a cancellation, notify us immediately in writing. The following cancellation costs must be paid:
- 5.2. CANCELLATION FEES FOR FITS (individual passengers):

DAYS PRIOR CRUISE AND/OR TOUR START	CANCELLATION FEE
61 days and more	30% of cruise and/or tour price *
60 days or less	100% of invoice**

- 5.3. CANCELLATION FEES FOR CHARTERS YACHT ANGELITO:

DAYS PRIOR CRUISE START	CANCELLATION FEE
After 1 st reservation deposit	10% of the charter price
271-181 days	20% of the charter price
180-91 days	50% of the charter price + 30% of eventual third-party services*
90 days or less	100% of invoice**

- ➔ ** If tickets and TCT are still not issued, these values may be refunded in full.
- ➔ If a booking is confirmed without on-time payment, the Invoice must be honored in case of a cancellation.
- ➔ * For bookings of cruises of other yachts or any other third-party services, their cancellation terms apply.

6. DOMESTIC FLIGHTS FOR GALAPAGOS CRUISES ON BOARD THE M/Y ANGELITO:

- 6.1. The itineraries and sailing permits of the M/Y ANGELITO base on specific flights of local airlines; therefore, all passengers arrive in Galapagos and fly back to the mainland using these same flights. COMETA TRAVEL takes care of the reservations and the purchasing of the tickets for all Angelito's passengers.
- 6.2. To book the flights, we need to know as soon as possible but no later than forty-five days (45 days) before the cruise start, the exact dates and routes the passengers would like to fly out and back.
- 6.3. Changes in dates and/or routes might be possible later but will depend on the availability of the local airline company. If tickets are already issued, an airline penalty may apply for changes.
- 6.4. The airlines are external, so third-party provider with own regulation of prices, operation and Terms and Conditions
- 6.5. COMETA TRAVEL/YACHT ANGELITO act only as a sales agent and cannot be held responsible in any way for delayed flights, cancellations, or non-regular operation, even if this affects the cruise's itinerary, neither for damaged nor lost or delayed luggage caused by airlines.
 - ➔ No refunds or partial refunds are possible for any reason out of our control.



6.6. Passengers who do not book the Galapagos tickets with us acknowledge that they may lose part or the full cruise in case of delay or no-show if they are not at the meeting point on time; in case of any delay, they must cover any additional costs caused for helping to catch the cruise (only, if possible!).

➔ No refunds or partial refunds are possible for lost cruises or part of cruises, nor other lost services.

6.7. The check-out time is the same for all passengers, based on the departure of our regular flight, and it's not possible to remain onboard for later departure flights, independent if with self-purchased tickets or not.

6.8. Fares for domestic flights are beyond our responsibility and subject to change at any time and without previous notice; please confirm the rates before ordering the final payment.

➔ COMETA TRAVEL/YACHT ANGELITO cannot take in charge price increases beyond our control; if an increase in airline fare occurred, the difference would be invoiced, even if the final payment is done and/or tickets have been issued.

7. DELAYED ARRIVING AND NO SHOW:

7.1. Due to the inflexible itineraries of Galapagos cruises, we highly recommend that passengers arrive in Ecuador minimum two nights before the cruise to avoid problems caused by potential flight delays or lost connections.

7.2. COMETA TRAVEL/YACHT ANGELITO are not to be held responsible if passengers are not present on time to begin the cruise or any other tour or domestic flight.

➔ No refund or partial refunds are possible for delays or no shows due to any reason.

➔ Galapagos flights: it's imperative to be at the airport minimum two hours (2 hours) before scheduled departure time to allow enough time for the special controls and procedures for Galapagos passengers.

➔ We also recommend allowing enough time for the connection for international flights if passenger would fly out from Quito or Guayaquil the same day as the cruise ends.

8. VISAS:

8.1. Tourists –except some specific nationalities- do not need a visa to enter Ecuador; upon arrival, they will automatically receive a visa from Ecuadorian authorities.

➔ The passport needs to be valid for at least six months when arriving in Ecuador.

➔ Important: If the passport changes after the purchasing of tickets and TCT, a copy of the previous passport is obligatory

9. TRAVEL INSURANCE:

9.1. No travel insurance is included in our cruises and tours.

9.2. It's the passenger's obligation having valid and complete travel insurance for the type of the travel and destinations.

9.3. We strongly recommend the acquirement of a complete insurance with a coverage for trip delay or cancellation, lost luggage, health injury, accidents, and emergency medical evacuation and repatriation.

10. SECURITY, HEALTH AND DISABILITIES:

10.1. Passengers acknowledge that there are certain unavoidable risks associated with travel and the visit of remote or developing regions, so they are responsible for selecting cruise, tours and activities that are suitable for their condition.

10.2. Passengers elect at their own risk to participate in shore visits, excursions, hikes, biking, horse rides, boat trips, visits to the islands, snorkeling, and other activities offered during the cruise and journey in Galapagos and/or Ecuador's mainland, and hereby release COMETA TRAVEL/YACHT ANGELITO and third-party providers from all claim.

10.3. Any disability or pre-existing health or physical difficulties that may require special attention, limits the ability to remote areas, or could impact the experience of the other participants, must be reported. Passengers agree to fill the booking form honestly and fully.



- 10.4. Passengers agree to take prudent measures, accepting oral and written warnings regarding safety and health.
- 10.5. Passengers acknowledge that basic medical facilities and personnel are not easily available in remotes areas in Ecuador and the Galapagos, and may be minimum 24 hours away, and possibly only in Quito or Guayaquil.
- 10.6. Persons that suffer or are suspect of suffering physical or mental illness that could endanger health, security and comfort for themselves and/or the other passengers and the staff, could be denied starting the tour or to board the ship.
- 10.7. Transportation from Galapagos to Ecuador's mainland is only available with a reduced number of regular commercial flights. Emergency medical evacuation may be required; the passenger's travel insurances must include special air transport.
- 10.8. COMETA TRAVEL/YACHT ANGELITO cannot be held responsible for any sickness, injury, accident or damage incurred by the passenger and/or medical attention, pre-existing or not, and pre-informed or not, neither for liable consequences nor damages.
- 10.9. COMETA TRAVEL/YACHT ANGELITO may offer the necessary efforts to give solutions, and affecting the other participants as less as possible, but cannot be held responsible for any delay or complications. Any additional expenses for transportation, medical assistance, personal assistance, and others must be covered by the passenger. The purchasing of adequate travel insurance is imperative.
 - ➔ No reimbursements for unused services can be made under any circumstances, not for the affected passenger and neither for the other participants which itinerary, cruise or other services could be affected.

11. CHILDREN AND MINORS:

- 2.1. 11.1. Anyone under the age of 18 is a minor
- 11.2. Children, also if younger than 12 years old, are welcome on board; a scanned copy of the child's passport is required.
- 11.3. Minors must always be accompanied by an adult. No care service is offered.
- 11.4. Adults booking with minors, acknowledge that visits on protected areas apply norms and restrictions, must sign a responsibility-release when confirming the cruise, and are severally and all-time responsible for the behavior, wellbeing, safety, so as for the supervising to avoid negative impact on the experience of the other participants.

12. PRICES SUBJECT TO CHANGES:

- 12.2. Fuel surcharges, airfare tickets, National Park entrance fees, Transit Control Cards TCT, and Ecuadorian fees or tax regulations might change at any time without previous notice.
- 12.3. COMETA TRAVEL/YACHT ANGELITO cannot be held responsible for price increases beyond our control, even if final payment has already been done; any additional costs due to unforeseen increases will have to be invoiced.

13. FORCE MAJEURE:

- 13.2. The captain of the boat and/or the tour operators or third-party providers reserve the right to change or cancel any part of the itinerary or services, without giving previous notice, in case of unforeseen circumstances such as change of National Park regulations or other decisions of Public Authorities, weather, natural disasters, sanitary emergencies, social and political conditions or instability, inability to obtain supplies and other situations beyond of the control of the companies, including *force majeure* or any other extreme circumstances or unforeseen event.
- 13.3. The decisions may be made taking care of the safety of the ship or other transportation, passengers, guides, drivers, and the staff, and offering the best alternative or adjustments that are possible in those circumstances.
- 13.4. Circumstances as detailed above, give no right for claims from passengers or their agencies, and no refund or partial refunds are possible for changes and unused services.



13.5. Any extra costs to offer changes of hotels, extra transportation, extra food and assistance, repatriations, and so on, must be covered by the passengers.

13.6. The purchasing of adequate and complete travel insurance is strongly recommended.

14. GARANTEED DEPARTURES & CANCELLATIONS OF A YACHT ANGELITO CRUISE

14.1. A departure date for a cruise will become guaranteed when a booking is secured by a valid reservation deposit, subject to reasonable itinerary changes as described in these General Terms and Conditions (paragraph #13)

14.2. If the cruise must be cancelled due to other reasons, a substitute cruise of equivalent or superior value would be offered, or the re-scheduling for a later departure. If the passenger won't accept the offered alternatives, a full refund is guaranteed.

- ➔ Accepting offered alternative(s) or the refund, passengers will lose all rights of future claims.
- ➔ COMETA TRAVEL/YACHT ANGELITO cannot be held responsible for incidental expenses or losses, like non-refundable flights or other bookings out of our services.

15. IMAGES AND MARKETING

15.1. Passengers agree that, while participating in any journey, photos or videos may be taken by other participants, the guide or the operator, and consent the publication or reproduction for marketing or promotional material, without any further obligation or payable compensation.

16. JURISDICTION:

The establishing of Cometa Travel, Yacht Angelito and the Third-Party Providers is in Ecuador, so these General Terms and Conditions are established in Ecuador's jurisdiction, and any disputes shall be decided by Ecuadorian regulation, excluding the law of any other country.

If you have any questions or need further information, please feel free to contact us at any time.

Kind regards,

COMETA TRAVEL
YACHT ANGELITO'S REPRESENTATIVE