

Payment and cancelation

TERMS & CONDITIONS

FOR FIT OR INDIVIDUAL BOOKINGS (all weeks excluding holiday weeks)

Deposits - A deposit of \$350.00 per person is required within five days of written confirmation to guarantee any reservation. For single cabins, a deposit of \$700.00 is required. Reservations will not be considered firm until a deposit has cleared our account.

Final payment - Full payment is due 60 days prior to the sailing date and must be accompanied with a passenger information form. All reservations are subject to cancellation if payments are not received by the due date.

Cancellation policy - Cancellations received up to 90 days prior to departure will be refunded in full except for a \$75.00 per person service charge; 89-60 days prior to departure, the full deposit will be forfeited, 59-30 days prior to departure, 50% of the total cruise rate will be forfeited; 29 days to the day of departure, the entire cruise rate is forfeited. Once the tour has started, there will be no refund for unused services. In addition, there will be a service charge of \$50.00 per person for airline tickets to Galapagos cancelled 29 days or less prior to departure.

HOLIDAY Terms & Conditions (for FIT or individual bookings)

A deposit of \$500.00 per person (\$1000.00 for singles) is required for confirmation. Full payment is due 90 days prior to departure. Cancellations received up to 180 days prior to departure will be refunded in full except for a \$75.00 per person service charge; 179-90 days prior to departure, the full deposit will be forfeited, 89-60 days prior to departure, 50% of the total cruise rate will be forfeited; 59 days to the day of departure, the entire cruise rate is forfeited. No child discounts are available on holiday weeks.

TERMS & CONDITIONS

GROUPS of 8 to 20 (Full exclusive charter)

FOR: SEASONAL & PEAK WEEKS:

Deposits - A deposit of 10% for seasonal and 20% for peak is due to guarantee the charter. A second deposit of 20% is due 180 days prior to departure to guarantee all cabins. Payment is due in full at 60 days prior to departure together with passport numbers and cabin assignment.

Cancellation policy - Cancellations received in writing up until 180 days prior to departure will be refunded in full except for \$500.00 service charge. 179-150 days prior to departure, cancellation incurs penalty of 50% first deposit, 149-120 days prior to departure, cancellation incurs penalty of 100% first deposit 119-90 days prior to departure, cancellation incurs penalty of 100% of the first deposit and 50% of the second deposit, 89-60 days prior to departure, cancellation incurs penalty of 100% first and second deposits. 59-30 days prior to departure, cancellation incurs penalty of 50% charter rate 29-0 days prior to departure, cancellation incurs full penalty.

All refunds for cancelled charter or group bookings will be in the form of a credit memo issued by M/Y Eric, Flamingo & Letty fleet to the agency who confirmed the booking

to be applied toward any future sailing in installments no larger than \$2000.00 per booking.

Reduction of cabins - The number of cabins blocked for a particular group or charter can be reduced. However, cabins must be released according to our time schedule in order to avoid penalties; they are outlined as follows:

179-150 days prior to departure - Can release 4 cabins on Eric, Flamingo, Letty without penalties, additional cabins released are subject to penalty charge of \$150 per person.

149-120 days prior to departure - Can release 3 cabins on Eric, Flamingo, Letty without penalties, additional cabins released are subject to penalty charge of \$250 per person.

119-90 days prior to departure - Can release 2 cabins on Eric, Flamingo, Letty without penalties, additional cabins released are subject to penalty charge of \$350 per person.

89-60 days prior to departure - Can release 1 cabin on Eric, Flamingo, Letty without penalty, additional cabins released are subject to penalty charge of \$500 per person.

59-30 days prior to departure - 50% penalty for any cancellation

29-00 days prior to departure - 100% penalty for any cancellation

Holiday TERMS & CONDITIONS (for GROUPS of 8 to 20 (Full exclusive charter)

Deposits - A deposit of 20% is due to guarantee the charter. A second deposit of 20% is due 180 days prior to departure to guarantee all cabins. Payment is due in full at 90 days prior to departure together with passport numbers and cabin assignment.

Cancellation policy - Cancellations received in writing up until 180 days prior to departure will be refunded in full except for \$1000.00 service charge.

179-150 days prior to departure, cancellation incurs penalty of 100% first deposit, 149-120 days prior to departure, cancellation incurs penalty of 100% first deposit, 119-90 days prior to departure, cancellation incurs penalty of 100% of the first and second deposits. 89-day of departure cancellation incurs full penalty.

Reduction of cabins - The number of cabins blocked for a particular group or charter can be reduced. However, cabins must be released according to our time schedule in order to avoid penalties; they are outlined as follows:

179-150 days prior to departure - Can release 4 cabins on Eric, Flamingo, Letty without penalties, additional cabins released are subject to penalty charge of \$250 per person.

149-120 days prior to departure - Can release 3 cabins on Eric, Flamingo, Letty without penalties, additional cabins released are subject to penalty charge of \$500 per person.

119-90 days prior to departure - Can release 2 cabins on Eric, Flamingo, Letty without penalties, additional cabins released are subject to penalty charge of \$750 per person.

89-00 days prior to departure - Cabins released after 89 days prior to departure are subject to full forfeiture.

Additional information & services

All rates quoted below are subject to change at any time without prior notice)

Method of payment - We accept only agency check or personal check. Late bookings or late payments (25 days or less prior to departure) require payment by cashier's check or wire transfer only and may be subject to additional fees.

Documentation - Documents include your boarding pass for the Galapagos cruise and vouchers for additional services (if applicable) including hotel, transfers and tours. Airline tickets for the flight to Galapagos will be provided in Ecuador. Documents are mailed upon receipt of final payment. Mailing instructions and cruise date or reference number must accompany your payment. Late final payment will delay your receipt of documents. The agency or passengers will be charged any fees for overnight or courier expenses. Any passenger requiring a name change or reissue of travel documents for any reason within 30 days of departure, a service charge of \$50.00 will be applicable.

Passenger information form - Galapagos Network requires all passenger details be sent 60 days prior to departure when final payment is due. If all the information is not available at 60 days, we suggest you send complete information together at the same time no later than 30 days prior to departure. Required information includes:

1) Full names of all passengers as they appear on the passport, passport number, expiration, nationality and date of birth. 2) Hotel contact in Ecuador prior to the cruise, name of ground operator in Ecuador providing any tours prior to the cruise or itinerary, international arrival and departure flight schedule to Ecuador. 3) Any special dietary requests, allergies or medical conditions need to be included. If you wish to celebrate a birthday or anniversary, or reserve a wet suit, please let us know on this form.

Transportation Contract – All passengers are required to sign an assumption of risk and release of liability agreement as per our terms outlined in the transportation agreement. You will be given the form upon check in at the airport in Guayaquil or Quito. You will be asked to sign the form and present it to the guides on board upon embarkation. In order to review the contract before you leave home, a copy of the transportation agreement can be requested any time from your travel agent or with Galapagos Network or you can download the form from our web site. No passenger will be given boarding privileges until their signed contract is received or on file with M/Y Eric, Flamingo & Letty fleet. If your signature is not on file at the time of check in the day of the cruise, your signature will be required at the airport.

Yacht & Itinerary stipulations – Passengers will be assigned by M/Y Eric, Flamingo & Letty fleet to any of the three identical sister yachts Eric, Flamingo or Letty at the company's discretion. On a 7-night / 8-day itinerary, passengers will visit twelve visitor sites. The first and last day of the cruise are considered transportation days and no island visits are guaranteed. Itineraries are subject to change at any time for any reason and without prior notice. M/Y Eric, Flamingo & Letty fleet reserves the right at its sole option and discretion and that of the Captain of the vessel without liability for damages or refund of any kind to deviate from the vessel's advertised or scheduled itinerary for any reason including mechanical failure. M/Y Eric, Flamingo & Letty fleet will not be held responsible for any refund whatsoever for changes to the printed or scheduled itinerary.

Prevention of misconnecting flights - We recommend that all passengers traveling to Galapagos allow two nights in mainland Ecuador prior to their cruise to allow for potential flight delays and misconnection. This is particularly important for passengers traveling over holidays when flights tend to be overbooked and delayed caused by bad weather conditions.

Travel Insurance - We highly recommend that passengers purchase a comprehensive travel insurance policy to protect themselves from any potential loss before and during your trip. Insurance is optional and highly recommended to protect against losses due to trip cancellation and interruption, travel and baggage delay, emergency assistance, medical expenses and evacuation. For those passengers who choose not to purchase an insurance policy to protect them from potential losses to their travel investment, M/Y Eric, Flamingo & Letty fleet will not be responsible for any financial disappointment caused by reasons beyond our control and no refunds or partial refunds will be given for late cancellations or no shows due to any reason.

Holiday weeks – No discounts of any kind are available including child discounts. We cannot accept any share requests on cruises that fall over the holidays. The terms for deposits and cancellation during peak weeks are different from the rest of the year.

Child discounts – children age 11 years and younger at the time of sailing are entitled to a 25% discount off the cruise rate. Children 11 years and younger are entitled to 50% discount off the airfare and park tax with photocopy of the child's passport showing date of birth. Children ages 12-14 years are entitled to a 15% discount off the cruise rate only. Children under 7 years of age are not accepted unless the parents or legal guardians sign a hold harmless release. Children age 5 and 6 are permitted only on a designated family departure. Special family departures are designated during school breaks (see below). Children under the age of 5 are only permitted on exclusive charter basis.

Restrictions on child discounts - We allow only one child discount to be given per every adult fare paid with a limit of two per family. M/Y Eric, Flamingo & Letty fleet may limit the total number of child discounts permitted on any one departure. Children under 18 years must be accompanied by an adult. Child discounts are applied to cabins on the iguana deck unless not otherwise available. When children are accommodated in a triple cabin, the discount is calculated from the double iguana deck rate. No child discounts are permitted on cruises that fall over the specified holiday weeks.

Dedicated Family Departures - M/Y Eric, Flamingo & Letty fleet welcomes families with children ages seven and up on all expedition vessels throughout the year. Our designated family departures are scheduled during school breaks in the U.S. and are geared towards families who prefer to travel with other families. These family departures feature age-appropriate activities (depending on the ages and number of children on board) from instruction in snorkeling and sea kayaking for teens to briefings geared toward the younger set and kid-friendly meals. Kids can visit the bridge and learn about astronomy, navigational charts and tie nautical knots with our Captain. Special parties include movies and popcorn, games with prizes, drawing contests, ice cream sundae social and King Neptune costume party and talent show.

Galapagos Park Tax - The entrance fee to the National Park is \$100.00 for adults and \$50.00 for children 11 and younger is not included in the cruise rate, however, this charge will be added to your confirmation and prepaid by M/Y Eric, Flamingo & Letty fleet for your convenience.

Gratuities to guides and crew: Aboard our vessels, gratuities are not included. We prefer that our guests reward our crew based on their performance. Tipping is a personal

matter and passengers are encouraged to tip an amount they find appropriate. For those passengers who inquire, we suggest they follow international guidelines of US \$175 per person and \$350 for passengers who occupy a single cabin. For charters, we suggest a gratuity of \$3500 regardless of the final number of passengers. Gratuities are divided among all eleven crew members including naturalist guides.

Wet suits: are available for passengers to use during the cruise at no additional charge on a first come first serve basis. Wet suits are most popular between June and November when water temperatures are between 65 and 72 degrees. Passengers who would like to reserve a wet suit prior to the cruise may do so at a charge of \$25 per wet suit. The fee will be charged to the account on board and paid at the end of the cruise. Reserved wet suits will be removed from the inventory in your closest approximate size and set aside for your exclusive use during the cruise. Size selection may vary by yacht: Mens: XS, S, M, ML, L, XL, XXL, XXXL Womens US dress size: 4, 6, 8, 10, 12, 14,16 Children: 10 (S), 12 (M), 14 (L)

Snorkeling equipment - masks, fins and snorkels in average sizes are available on board free of charge for use during the cruise. There is no guarantee there will be all equipment available in your size and therefore passengers may prefer to bring their own equipment (especially a mask and snorkel).

Clear bottom kayaks - Two kayaks (per yacht) are available at designated sites during the cruise on a first come first serve basis at no additional charge. The clear bottom tandem model is half canoe and half sit-on-top kayak with a transparent hull.

Scuba diving - Passengers who are certified scuba divers can choose to purchase a scuba package for \$350.00 additional per person. The package includes two days of diving with four dives/ tanks total provided by a local dive shop. The dive fee includes filled tanks, weight belt, weights, BCD, regulator, wet suit, boots, hood and gloves. Although not required, we recommend all divers have sufficient experience with at least 20 logged dives or advanced dive certification due to strong currents, cold water, thermo-clines and large marine life. Please inquire for full details.

Satellite telephone communication - Among the three yachts, M/Y Eric, Flamingo & Letty fleet has an IRIDIUM satellite phone with service available for passengers for outgoing calls only for an additional charge of \$20.00 for a 5-minute virtual card.

Laundry service - Laundry service is provided by a local company in Puerto Ayora, Santa Cruz. On Friday morning, passengers can arrange to have dirty clothes sent to be laundered. The laundry will be delivered in the afternoon when passengers return from the visits. All charges must be paid directly to the company in cash (US dollars) at the current rate of \$2.50 per pound.

Special occasions - You may order a bottle of Chilean wine (\$22) or a cake (\$10) to be served at dinner time. A fruit basket (\$6) can be placed in your cabin. It is prohibited to bring flowers to Galapagos. Please advise us at least 30 days prior to arrival or include details in your passenger information form.

Purchases on board - Every passenger has an open tab at the bar and boutique, which are paid the last day of the cruise. We accept cash (US Dollars), Travelers checks, Master Card, VISA, American Express and Diners.

International Airfare to Ecuador: Flights to Ecuador are currently serviced by American Airlines (via Miami), Continental Airlines (via Hoston), DELTA (via Atlanta), LAN Ecuador (Miami and JFK), LACSA (San Jose), COPA (Panama City), IBERIA (Madrid) and KLM (Amsterdam).

Departure tax (from Ecuador) - On International flights there is an airport departure tax of \$25.00 from Guayaquil or \$40.25 from Quito payable in US dollars.