



RESPECT TRAVEL Cia. Ltda.
Travel agency and tour operator

San Sebastian del Coca, March 6, 2019

PRIVACY POLICY and GENERAL TERMS & CONDITIONS

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PRIVACY POLICY

The company Respect Travel Respectrav Cia. Ltda. acts responsible to protect the privacy of our clients. We require personal information of each traveler in order to complete the booking process with our operating partners (Hotels, Lodges, Airlines).

Your private information has to be sent to the tour operator, hotel and airline to issue tickets and to guarantee reservation. A copy is held in our office. We guarantee that at no time we will share, loan or sell your information to any other third party.

GENERAL TERMS & CONDITIONS

In this section you find our general terms and conditions which apply to all reservations. Please be aware that by making a deposit (or full) payment for a confirmed tour to us you automatically agree and accept all of the following points of our terms and conditions. This is also valid for all other booked travel partners of your group. No signature(s) is (are) necessary.

Our trips are mainly operated by third-parties whom we contract on your behalf – our contract below defines clearly the role of each party (the CUSTOMER, the Agency, and the Operator).

Respect Travel Respectrav Cia. Ltda. would like to state that whilst our clients and ourselves are bound by the legal contract below, we will always do everything possible to help and support our clients in the event of any pre-tour or on-tour problems.

1. Participants

- 1.1. The company RESPECT TRAVEL Respectrav Cia. Ltda., legally represented by Mr. Octavio Javier Hualinga Alvarado and Mrs. Judith Wuestner. As of here and for the effect of this contract will be called “THE AGENCY”.
- 1.2. The person contracting the services of THE AGENCY from as of here will be called “THE CUSTOMER”.
- 1.3. The third party company who operates the tour, the hotel or the airline, as of here will be called “THE OPERATOR”.

2. Objective of the Contract

THE CUSTOMER contracts the AGENCY to provide advisory services and contacts with tourism OPERATORS in order to travel and participate in the activities at the destinations chosen by the CUSTOMER.

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3. Obligations of the parties

THE AGENCY

- 3.1. To offer the best OPERATORS in the market, relative to the established price. The OPERATORS must be legally established and authorized to operate in line with the Ecuadorian law.
- 3.2. To provide all of the necessary information that the CUSTOMER will require about his/her contracted tour, hotel or flight.
- 3.3. To provide THE CUSTOMER with all tickets and vouchers required for participation on the tour/hotel/flight.
- 3.4. To contact the family and / or embassy of the CUSTOMER in case of accident caused by acts of providence or force majeure. The AGENCY is not responsible for injuries, death or any other damage caused under any circumstances by the CUSTOMER.

THE CUSTOMER

- 3.5. To have clearly understood and accepted the risks that travel inside of Ecuador implies, and the risks that exists in the practice of rafting / tubing, climbing, trekking, camping, diving and any other activity or sport where there is contact with nature. The CUSTOMER also clearly understands the risks of injury associated with force majeure or acts of providence such as wars, internal commotion, protests / strikes, terrorism, fire, natural disasters, public authority decisions, or any other extreme circumstances, and accepts that the AGENCY will not be responsible for loss, injury or damage to person or property for any of the above causes.
- 3.6. To have a valid passport with minimum validation of 6 month after visiting Ecuador.
- 3.7. To have all necessary immigration documents according to Ecuadorian law.
- 3.8. To have a valid travel insurance up to the end date of the contracted tour, or, in the absence of an insurance and not having the intention of obtaining one, to declare the AGENCY exempt of all responsibility for any kind of accident, death, injury or physical problem that occurs during the contracted trip.
- 3.9. To communicate to the AGENCY any kind of special food requirement, disability or sickness that exists at time of travel.
- 3.10. To be in sufficient good health to fulfill the trip and take part in the offered activities.
- 3.11. To act responsible and respectfully for him/herself and the environment.

4. Deposit and confirmation of Tour/Hotel/Flight

- 4.1. Your reservation is confirmed by the AGENCY only after receipt of a 30 % deposit payment which must be received within 5 working days of the booking confirmed by the CUSTOMER (e-mail). In cases where reservation is made less than 80 days prior to departure, full payment is required within 1 week of the CUSTOMER (e-mail).
- 4.2. All purchased flights must be paid 100 % in the moment of the booking.

5. Payment

- 5.1. A down payment of 30% has to be done immediately after booking. The full balance of the invoiced fare must be paid no later than 80 days prior to departure date otherwise the AGENCY reserves the right to treat the booking as being cancelled by the CUSTOMER and apply cancellation charges as set out in 6. Tickets can only be issued to the CUSTOMER once full payment has been received by the AGENCY.
- 5.2. THE AGENCY reserves the right to change prices of a tour/hotel/flight without prior notice due to any price increase beyond their control including but not restricted to fuel surcharges, changes to government taxes, and changes to published flight prices.

6. Cancellation

- 6.1. Cancellation is subject to a written statement of the traveler in advance or if the outstanding payment after deposit has not been received at least 70 days before departure.
- 6.2. In the event of cancellation, the respective cancellation conditions of the operators will be valid. Please contact us in time to clarify the conditions. In any case:
 - All airfares are non-refundable.
 - 15% processing fees are always retained.

7. Alterations

- 7.1. The OPERATOR reserves the right to cancel or modify the tour itinerary due to force majeure or acts of providence such as wars, internal commotion, protests/strikes, terrorism, fire, natural disasters, public authority decisions, or any other extreme circumstances; this may include substitution with comparable services and activities.
- 7.2. The OPERATOR reserves the right to alter the price of a tour/hotel/flight even after full payment has been received from the CUSTOMER in such cases where decisions by a third party - which could include the tour operating company, the Ecuadorian government, the Ecuadorian tax office or other such parties - cause the price of the service to increase.

8. Transportation to the tour assembly point, hotel or airport

The CUSTOMER is responsible for making his or her own arrangements to arrive at the tour assembly point, hotel or airport. There are no arrangements in existence should the CUSTOMER be delayed at the outward or homebound points of departure.

9. Safety and security.

THE CUSTOMER agrees to assume responsibility for his own safety, and we cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, safety and security, may differ significantly from those found in your home country. At any given moment there are also likely to be “trouble spots” in the world in terms of war, terrorism, crime, civil commotions, labor trouble, and/or other potential sources of harm. The Embassy of your home country in Ecuador provides information including details of local conditions in specified cities and countries according to such agency’s perception of risks to travelers. We strongly recommend you obtain and consider such information when making travel decisions. We assume no responsibility for gathering such information or providing it to you.

10. Complaints and refunds

- 10.1. If the CUSTOMER experiences problems during the tour, please inform the AGENCY in written form. Only complaints brought to our attention within 1 week after finishing the booked tour/hotel/flight can be handled. The AGENCY will attempt to respond formally to all complaints within 1 week of receiving notification. Please be aware that receiving adequate information from operators may take longer, but we will respond in time..
- 10.2. THE AGENCY will act as an intermediary in negotiating refunds with THE OPERATOR on behalf of THE CUSTOMER. In no case can THE AGENCY guarantee a successful response or refund from THE OPERATOR.
- 10.3. The AGENCY will not be responsible for giving refunds in any of the following situations:
 - Changes to itinerary before or after departure.
 - Mechanical issues affecting any form of transport on the trip.
 - Substitution of facilities or personnel.
 - Late arrival or no-show of THE CUSTOMER.
 - Decision of THE CUSTOMER to leave the tour early or miss any activities/meals/accommodations during the tour, including leave due to medical issues.
 - The CUSTOMER travelling without necessary documentation including passport, visas, immigration papers or vaccination certificates.
 - Price differences paid by different passengers aboard the same tour including special last minute rates.
 - Decisions by any third party that affect the regular operation of the tour including by THE OPERATOR, Ecuadorian government or National park authority.
 - Loss of personal belongings.
 - Any other circumstances on your tour arising beyond THE AGENCY's control.

11. Information

All information provided by the AGENCY is given with best knowledge and conscience and is based on the latest information available at the date of publication.

12. Acceptance and duration of the Contract

- 12.1. The contract will come into effect as soon as the AGENCY receives either deposit or full payment from the CUSTOMER until the end of the service that has been contracted. With the payment of either deposit or full payment to the AGENCY the CUSTOMER agrees with all points in this terms and conditions.
- 12.2. Anything not stipulated directly under this contract will be governed under current Ecuadorian Tourism law at the date of the present contract.

13. Jurisdiction

In case of controversy the parties will submit to the civil judges of the city of Las Joyas de los Sachas, Orellana, Ecuador and the Civil Code Procedure.