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# Terms & Conditions & Insurance

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## 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 Travel 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 at times over uneven trails, slippery rocks, sandy shorelines). Group activities are accompanied by an experienced English speaking local guide or tour leader familiar with the destination and fluent in the local language. During any independent time, you may be in unfamiliar areas with few if any person speaking English. 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.

## Travel Insurance Recommendations

CNH Tours strongly urges participants to purchase insurance that adequately covers all eventualities. Medical insurance is mandatory. Trip cancellation or interruption coverage or Cancel For Any Reason (CFAR) travel insurance should cover cruise or tour cancellation for reasons of force majeure including but not limited to weather conditions, government actions, war, riots, acts of God, mechanical breakdown, pandemic and epidemic events, amongst others or accidental damage to ship, other means of transportation and other circumstances beyond its control, including answering any distress call or any action necessary to save or preserve life at sea. These policies insure the customer against paying out-of-pocket for non-refundable expenses of a tour in the form of cancellation fees should the customer have to either cancel or miss part of a tour due to reasons covered in the policy, which typically include illness, injury and flight delay. CNH Tours shall not be liable for debacle or inability to carry out the trip to its complete extent by reason of force majeure. Under the aforementioned conditions CNH Tours is under no obligation whatsoever to provide substitution, replacement of services or refunds to the participants so affected.

## Airline Connections

A tight time-schedule connection with a Galapagos cruise is unwise. For this reason, CNH Tours strongly suggests arriving into Ecuador 2 days prior to the cruise start date. Quito is a pleasant city to visit and well-worth doing so. For some, Guayaquil may prove to be more logistically compatible. Ask us for advice. Similarly, while under normal circumstances it is entirely feasible to connect between your flight from



Galapagos back to the mainland (typically arriving later in the afternoon) and a departing international flight (many departing later in the evening), there is always a small risk of delays or other problems which will have you miss such a connection (CNH Tours is not liable for such missed connections). You may choose to spend a night on the mainland prior to connecting with your international departing flight. Ask us for advice. You may opt for flexible air ticket for your journey home to guard against missed connections.

## Liability / Responsibility

*Travel Risks:* 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, pandemics, epidemics or civil strife may occur at any time causing a variety of delays, cancellations, injury or other impediments to a problem-free trip. In joining our trips, you understand and assume these risks.

*Avoiding Risks:* In an effort to reduce the effects of such risks on your trip and/or your well-being, CNH Tours and its service providers reserve the right to modify the itinerary and, subject to the policies of its service providers, postpone the trip in order to avoid such problems.

*Guest's Limitation and Personal Behaviour:* The guide / tour leader with whom you may be at any given time during your trip also has the authority to cancel or modify activities, or prevent one or more guests from participating, based on his or her judgement regarding safety concerns and the interests of the group as a whole. While traveling on a ship, the captain has the authority to remove anyone from the vessel should he or she consider that this is in the best interests of the person in question or of the other passengers and/or crew. The costs of such a removal will be borne by the affected passenger(s). Neither CNH Tours nor its service providers will be liable to the guests in question for any missed portions of the trip under such circumstances. In joining our trips, you understand and agree to these conditions.

*Travel Advisories:* Should the Canadian government emit a formal travel advisory recommending against all unnecessary travel to our destination, trips may need to be canceled and under these circumstances, though CNH Tours will make every effort to reimburse some or all of the trip payment, or to postpone it, we cannot guarantee any refund whatsoever. Once again, CNH Tours recommends the purchase of adequate cancellation insurance which should cover such circumstances. In joining our trips, you agree to these conditions.

*Errors and Omissions:* Though we do our best to carry out due diligence on all of our in-country service providers, CNH Tours cannot be held responsible for omissions, errors, losses, theft, damages or accidents during the course of the trip, nor for delays caused by, or cancellations made by these service providers. In joining our trips, you agree to these conditions.

*Participant Illness or Injury:* While basic first aid assistance is available in the more remote parts of your travels, participants recognize and accept that in case of injury or illness, professional medical facilities and personnel may be as long as 24 hour journey away (or more in some exceptional circumstances). While CNH Tours and its service providers will do all they can to urgently address health concerns, in joining our trips, participants recognize and accept the limitations to the provision of health care and will not hold CNH liable for the inability to provide immediate and full modern attention in case of need when in remote locations.



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 who have been injured or have taken ill. The cost of any evacuation of sick or injured guests will be borne by the affected passenger(s). Adequate travel insurance, including emergency evacuation, is the best means to guard against such eventualities.

*Prohibited Items and Substances:* Firearms, flammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port or airport to be visited are not permitted on the trip.

*Lost / Stolen Items:* Neither CNH Tours nor its service providers are responsible for lost or stolen items. Hotels and some ships will have safety deposit boxes in the rooms or at reception. The captain of a ship will safeguard any valuables on board should no safety boxes be available in your room. We recommend you leave valuables at home, and while on the trip, ensure any valuable items are tucked away discretely.

*Your Personal Data:* Guests' personal data collected by CNH Tours are used exclusively to provide the services of the tour booked, and to manage the passenger's security, safety, and wellbeing during the tour. As necessary, data will be shared with third party service providers, such as transportation, accommodation, and insurance providers, who collaborate with CNH Tours on the delivery of the tour. Data will also be shared with authorities as required by law, regulation, or court orders. Unless otherwise requested by participants, CNH Tours will retain the name and email and mailing addresses of participants for future communication purposes. All other information gathered will be deleted within 12 months of a trip having been completed.

*Restricted Products in Galapagos:* Local authorities manage the quarantine system of Galapagos National Park in order to avoid the arrival of foreign species to the islands. All cargo and luggage that arrives to Galapagos National Park or that is transferred from one island to another must be inspected. Most fresh fruit, vegetables and animal products are prohibited. We recommend you avoid transporting any such items on your flight to the islands.

*Financial Liability:* The maximum financial 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 joining our trips, you understand and agree to these conditions.

## Cancellation

For Active Galapagos guests on the Samba (bookings made on or after 26 June 2020), A and B below Apply. For bookings made prior to that date, only policy (B) applies.

A) WHEN THERE IS A "DO NOT TRAVEL" ADVISORY IN EFFECT: Once paid, deposits and balances are non-refundable, unless, forty days before the ship sailing date, the State Department of the USA has a "DO NOT TRAVEL" advisory in effect for Ecuador (click [here](#) for their advisory page). Under such circumstances, your deposit and balance will be refunded should you decide to cancel your trip no later than forty days prior to the ship sailing date. Any cancellations made after that time will not be eligible for a refund. Refunds will be provided only if the advisory is in effect at the forty day mark prior to the ship sailing date. If a "DO NOT TRAVEL" advisory is emitted in the thirty nine days prior to sailing, no refunds will be made but you will be able to postpone your trip to a future date which will take place no later than 12 months after the "DO NOT TRAVEL" advisory is lifted, and at no extra cost.



B) WHEN THERE IS NO "DO NOT TRAVEL ADVISORY" IN EFFECT: If a cancellation is received no later than 75 days prior to the ship sailing date, 80% of the deposit value may be applied to a future booking for a trip beginning no later than 12 months beyond the originally scheduled ship sailing date. Reservations cancelled between 75 days and the ship sailing date incur a charge of 100% of the value of the tour. However, if CNH Tours is able to sell all of the spaces on the ship at the full rate, the guest will be reimbursed for the equivalent amount less the deposit and any other losses.

We strongly recommend you purchase adequate trip insurance.

### | For Guests embarking on a different ship:

As each ship will have a distinct cancellation policy, these will be provided to you before you are invoiced.

### | 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 reasons that fall within scope of responsibilities of our service providers (e.g. major mechanical problem or other problem making it impossible for the ship to meet passengers). Though these are very rare occurrences, in such circumstances, CNH Tours will offer a trip on an equivalent (or better) ship in lieu of the one on which our guest was booked as an alternative. Should such an equivalent ship not be available, the final settlement will consist of the complete reimbursement of the trip cost, as invoiced by CNH Tours, including 100% of the deposit.

### | Ship Itinerary Changes (Galapagos)

Ships may unilaterally decide to change their itineraries temporarily, or permanently, for a number of reasons, though this is a rare occurrence. The itinerary advertised at your time of booking may not be the exact itinerary the ship will follow during the course of your cruise. CNH Tours cannot be held responsible for such changes.

### | Force Majeure

CNH Tours will not be held liable to disruptions in a guest's travel plans for reasons that are beyond our control or beyond the control of our partners and service providers in Ecuador. Such disruptions may be due to a variety of causes including, but not limited to civil unrest, natural phenomena, pandemics, epidemics, commercial air traffic disruption, civil disputes among others. If at all possible, CNH Tours will strive to work around such disruptions to guarantee a safe and enjoyable trip, but should conditions arise that prevent us from ensuring our guest's safety and comfort, we reserve the right to cancel the trip. The best protection against such eventualities is offered by adequate travel insurance.



## 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.

## In-country Living Standards

We know that our guests are well-educated and well-traveled people. However, CNH Tours is required under Ontario regulation to advise its guests that living standards and conditions at the destination may differ from those found in their home country. We suspect that this would not come as a surprise to our guests.

## 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.

## Dispute Settlement, Law, Arbitration, Jurisdiction and Legal Fees

The Parties agree to settle any dispute arising between them first and foremost in an amicable manner. In the event of failure to effectuate an amicable settlement, the Parties agree to submit all disputes to the Canadian Arbitration Association (CAA) whose jurisdiction and venue for the arbitration proceeding will be in Ottawa, Ontario and as such the Parties renounce any alternative venues and jurisdictions. Resolution of the dispute will be governed by the laws of the province of Ontario, and the maximum recoverable amount to which the customer will be entitled under any and all circumstances will be the net cost of their trip paid to CNH Tours.

If, under a dispute against CNH Tours, the guest is found to have been negligent, said guest will be responsible for covering all legal costs associated with the dispute for both his/her expenses as well as for those incurred by CNH Tours.

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