

## DREAMKAPTURE TRAVEL DISCLAIMER, PAYMENT and CANCELATION POLICIES

**DISCLAIMER OF LIABILITY:** This travel agency is acting as a mere agent for suppliers in selling travel-related services, or in accepting reservations, or bookings for services that are not directly supplied by this travel agency (such as air, water, and ground transportation, hotel accommodations, meals, tours, cruises, etc.). This agency, therefore, shall not be responsible for breach of contract, misinformation provided, or of any intentional, unintentional, or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay, inconvenience, or injury to you or your travel companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, voucher, or reservation itinerary, we do not guarantee any of such supplier's rates, bookings, reservations, connections, scheduling, itineraries, or handling of personal effects. The travel agency shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climactic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside the travel agency's control. The traveler assumes complete and full responsibility for, and hereby releases the agency from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations, during the length of the proposed travel. By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. The traveler is hereby warned of such risks, and is advised to obtain appropriate insurance coverage against potential risk. The traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above, and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

It is solely the responsibility of the client to be on time the day assigned to begin the tour or cruise, otherwise they will lose their tour, and there will not be a refund. If the passenger misses a flight to the destination for any reason, the passenger will be responsible for paying his/her own transportation as well as any other expenses required to reach the tour group if possible. Dreamcapture Travel is not responsible for changes in the flight schedules, flight cancellations, delays, or changes in the price of the national or international airlines. The airline is the sole entity responsible for any refund and or complaints involving these issues.

The default meeting point for all cruises in the Galapagos will be at an airport in the Galapagos, unless you are specifically instructed to another meeting point e.g. in Puerto Ayora. It is the responsibility of the client to be at the predetermined meeting point at the pre-arranged time and date for any tour or cruise.

Dreamcapture Travel is not responsible for anything which may occur aboard the ship or during a tour. This includes and is not limited to: sickness, personal conflicts with crew or other guest, accommodations, the quality of service, the conditions of the ship, mechanical problems, changes in the itinerary, meals, damage to personal items, anything lost or stolen, additional cost for equipment, park or private property fees of any kind, dissatisfaction, disappointment, unexpected changes to the program, etc. Once you are aboard the cruise or on a tour you are in the care of the provider's company; not Dreamcapture Travel. There are no refunds if you discontinue the tour for any reason or circumstance outside of our scope of our responsibility.

If there is a problem with the tour or ship you are on contact Dreamcapture Travel. We will contact the management of the operator to determine what has occurred, and then speak with them on your behalf. If you accept a substitute option from the operator; we will be unable to negotiate a possible solution depending on the situation. Dreamcapture Travel supports our client's needs and best interest, and we will do what we can to help resolve any situation which may occur. Be aware that reimbursements are extremely rare and are limited in value. If a reimbursement is possible, it will be determined by the tour or ship's management company; not by Dreamcapture Travel. Dreamcapture Travel will do its best to get the best outcome for our clients. A reimbursement may include a service fees and will not be instantaneous. Reimbursement may take up to 14 days.

If you are going to arrive at the location before the date your cruise or tour begins, you will need to inform Dreamcapture Travel of name of where you will be staying and a phone number in case we need to contact you. This can be done by email after you secure your lodging.

**Payment Policy:** The following is our standard payment process and policies:

- \$500 per passenger is due at the time of confirming the reservation.
- 100% of the remaining balance is due 21 days before departure of the cruise or tour.
- If you are making a reservation with less than 21 days before departure: 50% of the amount due per passenger is required due upon confirmation of the reservation. The remaining 50% is due within 7 business days before the cruise or tour begins.
- Purchases less than 7 days in advance must be completed 2 business days prior to the departure date of the cruise or tour.
- Business days are defined as Monday – Friday between the hours of 9:00 a.m. and 5:30 p.m.
- All payments need to be conducted and confirmed during Dreamcapture Travel's office hours: 9:00 a.m. – 5:30 p.m.

### Cancellation Policy

If it becomes necessary for you to cancel your trip, the following procedure will apply and will be computed as of the date of the receipt of a written cancellation notice. The Cancellation Policy Schedule is as follows:

- 22 or more days prior to start of tour: Full refund of your deposit less a small administrative fee of 10% of tour price or \$100 whichever is greater (this covers bank transactions, money wire/transfer fees, and financial costs, etc. for cancelling your trip). All costs involved with refunding the money will be assumed by the client.
- If a refund is applicable, it will not be instantaneous. Refunds generally will take a minimum of 14 business days to analyse and process. The time involved with this process is not limited to 14 days and can be greater.
- 21-0 days prior to the start of tour: The Fee is 100% of the tour price regardless of the reason for cancellation.
- Discussing the price you paid with other passengers before or during the tour can lead to the immediate termination of your tour! This information is considered strictly confidential because it can impact a person's level of enjoyment of their experience. This issue is taken very seriously by the operators of the tours and cruises and violating this confidentiality can cause a cancellation of your tour or cruise.

X: Print and Sign your name \_\_\_\_\_ Date: \_\_\_\_\_

By signing this document I acknowledge that I fully understand the policies, procedures, timelines, limitations and my responsibilities within this disclaimer policy and the travel voucher for services, and I agree to them. I also understand if I am purchasing a tour or cruise with 2 or more people, that my signature above will bind the other people mentioned in my associated travel voucher to this agreement.

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