

## **General Terms and Conditions (GTC)**

**As a rule, the General Terms and Conditions of the booked tour operator shall be applied, including the following stipulations:**

### **1. Entering into the Travel Agreement**

- a.** By means of the travel registration, which shall be in writing via e-mail or facsimile, the tour operator is making a firm offer to OTTO'S TOURS to enter into a travel agreement based on the travel advertisement.
- b.** The travel agreement shall become effective upon confirmation of the booking to the tour operator. Besides the services lined out in the travel advertisement, the additional information and/or terms stated in the booking confirmation shall also be part of the agreement. The tour operator shall receive immediately, i.e. 72 hours after travel registration at the latest, a written copy of the booking confirmation via e-mail or facsimile.
- c.** Special orders, conditional registrations and supplementary verbal agreements shall only be valid if confirmed in writing by OTTO'S TOURS.

### **2. OTTO'S TOURS's Service Obligation**

- a.** OTTO'S TOURS's service obligation shall result exclusively from the contents of the booking confirmation and according to all the information and explanations therein.
- b.** Service providers (e.g. hotels, airlines) and travel agencies are not authorized by OTTO'S TOURS to make promises or agreements that exceed OTTO'S TOURS's travel advertisement or booking confirmation or that are contrary to them or modify the contents of the travel agreement.

### **3. Payments / Terms of Payment**

- a.** When entering into the agreement, a down payment shall be made upon OTTO'S TOURS's request, which will count toward the travel price. However, this shall only be demanded from the tour operator if OTTO'S TOURS has to make advance payments to its service providers (e.g. chartering a yate, Inca trail).
- b.** The remainder shall be payable without exception 28 days before commencement of the tour.

### **4. Cancellation and termination by OTTO'S TOURS**

- a.** OTTO'S TOURS shall be entitled to terminate the agreement even after commencement of the tour if the tour operator continuous to disrupt the performance of the agreement disregarding a warning (e.g. non-observance of the terms of payment) or if the tour operator behaves in such way and manner contrary to the agreement that the immediate termination of the agreement is justified. If OTTO'S TOURS terminates the agreement due to the aforementioned reasons, they shall still be entitled to payment of the full price. However, OTTO'S TOURS must count toward the full price any amount corresponding to expenses that have not been incurred and such advantages as result from an alternative use of the travel service, including the values that might be credited by the service provider.
- b.** In the event that a participant continuous to disrupt the tour disregarding a warning, OTTO'S TOURS shall be entitled to terminate the travel agreement. All additional expenses that arise therefrom to the traveller, such as an early return, must be paid by the traveller themselves. The traveller shall lose all rights to the reimbursement of any payment that has already been made.
- c.** OTTO'S TOURS shall be entitled to cancel the travel agreement in accordance with the following conditions if the minimum number of participants indicated in a specific travel advertisement cannot be achieved:
  - 1. Upon determining that the tour will not be performed because the minimum number of participants cannot be achieved, OTTO'S TOURS shall be responsible to immediately communicate to the tour operator that they cancel the tour.
  - 2. OTTO'S TOURS shall not be allowed to cancel a tour with less than 25 days before commencement of the tour.

### **5. Cancellation by the Tour Operator**

- a.** Until commencement of the tour, the tour operator shall be entitled to cancel the travel agreement at any time giving due notice to OTTO'S TOURS.

b. In any event of cancelation by the tour operator, OTTO'S TOURS shall be entitled to the resulting flat rate compensation, considering the usually not incurred expenses and the usually possible alternative use of travel services. Compensations shall amount to the exact flat rates as agreed by the travel operator in their own General Terms and Conditions with the client. OTTO'S TOURS reserves the right to ask in specific cases for higher compensations (e.g. generally in Galapagos cruises), in accordance with the costs incurred and duly proven to the tour operator (incl. organization costs).

## **6. Liability**

a. OTTO'S TOURS's liability under this agreement shall be limited to:

1. Any damage to the tour operator's client that has been caused on purpose or by gross negligence; or,
2. if OTTO'S TOURS acts purposely and with gross negligence.

b. OTTO'S TOURS shall be liable for travel defects up to an appropriate amount, as long as their responsibility for acting on purpose or with negligence can be proven.

c. OTTO'S TOURS shall not be liable in case of loss, theft and damage to luggage as well as physical damage or death, not even if such damage was caused by one of the service providers used by OTTO'S TOURS.

d. OTTO'S TOURS shall not be liable for disruption of services that are linked to services not included in the travel confirmation and that can only be made available on the spot (e.g. sporting events, visits to the theatre, exhibitions, excursions etc.).

e. All activities are done on one's own risk; the operator shall not be held liable in any way. The fee only includes guidance and instructions.

## **7. Limitation Period, Prohibition to Assign Rights**

a. All rights of the tour operator against OTTO'S TOURS, regardless the legal basis of such rights, shall be limited to a six-month period counted from the date of return established in the travel agreement. In case of pending negotiations between the tour operator and OTTO'S TOURS regarding claims that have been made or the circumstances that justify a claim, the limitation period shall be suspended until the travel operator or OTTO'S TOURS refuse to continue negotiations. The above limitation period of six months can only become effective 3 months after suspension has ceased.

b. The assignment to a third party, including spouses, of any right of the tour operator that may arise from a tour, regardless its legal basis, shall be excluded. The judicial enforcement by a third party in one's own name shall also be excluded.

## **8. Court of Jurisdiction**

a. In case one of the above terms and conditions should be or become inoperative, the remaining terms and conditions shall nevertheless be considered valid and the effectiveness of the travel agreement shall remain unaffected.

b. The court of jurisdiction for any claim of the tour operator against OTTO'S TOURS shall be exclusively Quito, Ecuador, where OTTO'S TOURS has their head office.

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