

ABERCROMBIE & KENT

ECUADOR

# Your Journey

TAILOR MADE ECUADOR / VALUED GUESTS OF KEENE TRAVEL

AKD17447/1

27 FEBRUARY 2026 - 08 MARCH 2026

ABERCROMBIE & KENT

ECUADOR

# Abercrombie & Kent Well-Travelled Since 1962

We have been spinning dreams into remarkable adventures for discerning travellers for more than 60 years, ever since our founder pioneered the first modern luxury safari in Africa. Today we are the world's leading travel company, taking guests to the earth's wildest frontiers on all seven continents.

## TRAVEL YOUR WAY

For six decades we have been refining the art of bespoke travel, showing every guest the world in a fresh light. We understand that every traveller is unique – tell our experts what you love doing and where you want to go, and we will create the trip of your dreams or match you to your ideal journey.

## WITH YOU ALL THE WAY

Behind every A&K journey is an international support system of more than 2,500 staff, in 60 offices, in 35 countries, on all seven continents. Our on-the-ground "guardian angels" provide 24/7 support, and are there to hold your hand whenever you need it, so you can travel with confidence.

## TRAVEL THOUGHTFULLY

We are all the guardians of our amazing planet, and we believe travel should be considered, mindful, responsible. A force for good. Every trip you book with us supports the initiatives of A&K Philanthropy, positively impacting communities and conservation efforts in the places where we travel.

## THE A&K FAMILY

For all the world's infinite wonders, it is our people that guests remember most. Our family of experts, from polar explorers to well-connected local guides, bring together their spark, knowledge, and care to make every A&K journey remarkable.



## **ITINERARY HIGHLIGHTS**

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- Learn about the rich culture and traditions of Quito, the capital city of Ecuador.
- Explore the cobblestone streets that crisscross one of the largest colonial old towns in South America.
- Follow the footsteps of Charles Darwin at the Galapagos Enchanted Islands.
- Enjoy this wonderful place of Earth on board one of the most comfortable vessels in the Archipelago.

## 'AT A GLANCE' ITINERARY

DATE	DAY DESCRIPTION	ACCOMMODATION	MEALS*
27 Feb 2026	Arrive Quito	Hotel Mama Cuchara 2 Premium Double 4 Superior Double 4 Luxury Double	
28 Feb 2026	Quito	Hotel Mama Cuchara 2 Premium Double 4 Superior Double 4 Luxury Double	B-L-D
01 Mar 2026	Quito - Galapagos via Guayaquil	Origin, Theory or Evolve Full Charter	BB-L-D
02 Mar 2026	Galapagos	Origin, Theory or Evolve Full Charter	B-L-D
03 Mar 2026	Galapagos	Origin, Theory or Evolve Full Charter	B-L-D
04 Mar 2026	Galapagos	Origin, Theory or Evolve Full Charter	B-L-D
05 Mar 2026	Galapagos	Origin, Theory or Evolve Full Charter	B-L-D
06 Mar 2026	Galapagos	Origin, Theory or Evolve Full Charter	B-L-D
07 Mar 2026	Galapagos	Origin, Theory or Evolve Full Charter	B-L-D
08 Mar 2026	Galapagos - Guayaquil		B
09 Mar 2026	Depart Guayaquil		

\*B = Breakfast, BB: Box Breakfast, L = Lunch, D = Dinner

## PRICING INFORMATION

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Double accommodation – per adult	USD 13,716.50
<b>Total Trip Price for 20 passengers (includes domestic flights):</b>	<b>USD 274,330.00</b>

## ACCOMMODATION SUMMARY

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- Hotel Mama Cuchara in Quito, 2 Premium Double, 4 Superior Double and 4 Luxury Double.
- Origin, Theory or Evolve in Galapagos, Full Charter for 8 days and 7 nights (10 cabins).

## INCLUSIONS

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- Accommodation as mentioned above.
- Meals as mentioned: B= Breakfast, L= Lunch, D= Dinner.
- Porterage in mainland.
- Private transfer to/from airport on a comfortable vehicle with English-speaking guide.
- Private tour activity in Quito with English-speaking guide.
- Wi-fi included in Quito hotel.
- 24-hour emergency contact service based at A&K Ecuador.
- Entrances to places described in the itinerary.
- VIP Airport services:
  - Meet & Greet Quito Airport - International Arrival on Feb 27<sup>th</sup>.
  - Meet & Greet with VIP Lounge Quito Airport - Domestic Departure on Mar 01<sup>st</sup>.
  - Meet & Greet San Cristobal Airport - Domestic Arrival on Mar 01<sup>st</sup>.
  - VIP Lounge San Cristobal Airport - Domestic Departure on Mar 08<sup>th</sup>.
  - Meet & Greet Quito Airport - Domestic Arrival on Mar 08<sup>th</sup>.
  - Meet & Greet with VIP Lounge Quito Airport - International Departure on on Mar 08<sup>th</sup>.
- Galapagos portion:
  - Quito - Galapagos - Guayaquil flights in Economy Class\*, Non-refundable nor endorsable, subject to change unless issued. \**Seats will be assigned starting at row 15 and onwards to the back of the aircraft.*
  - Galapagos National Park entrance fee and transit control card.
  - Private transfers to/from Galapagos airport with English-speaking guide (operated by the Cruise)
  - Private excursions with naturalist-English-speaking guide (operated by the Cruise)
  - Accommodation in the cabins selected.
  - Wi-Fi while on board, available 24/7 (one PIN per cabin).
  - Food with à la carte menus inspired by Relais & Chateaux with healthy and sustainable gastronomy. Four-course dinner menu and barbecue lunches are served outdoors on the terrace.
  - Cooking demonstrations, post-tour gourmet snacks and an afternoon teatime with pastries.
  - Jacuzzi hot tub for up to four people, outdoor shower and toilet.
  - Access to fitness center equipped with cardiovascular equipment (elliptical, exercise bike) and yoga mats. And on-board library stocked with rare publications on the Galapagos, natural history, and Charles Darwin.
  - Open bar policy that includes wine, beer, cocktails, spirits, juices, soft drinks, coffee and tea.
  - Use off: Two zodiacs and a glass bottom boat to explore the coast, multiple kayaks (five doubles and one single), two stand up paddle boards, wetsuits (3mm) and snorkel equipment (mask, fins and snorkel).
  - Fuel surcharge

## **EXCLUSIONS**

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- Gratuities for guides, drivers, hotel staff and crew members
- International flights
- Wi-Fi in Galapagos
- In-room services charges
- Alcoholic drinks and others not specified
- Spa treatments, boutique and spa boutique items
- Laundry services
- Telephone calls and fax
- Optional additional activities
- Additional private tours or transport services
- Meals not specified
- Personal Expenses

### **Please note...**

- Quotation is based on 20 people travelling on Double occupancy basis.
- All rates are subject to reconfirmation if an actual booking is made for 2026.
- Accommodation is subject to availability unless otherwise stated.
- Galapagos itineraries are always subject to change without prior notice. Exploration programs are non-transferable, non-refundable.
- Airfare is subject to change until tickets are issued.
- No actual reservations have been made yet unless stated.
- The flight times are subject to change.
- The luggage restriction on domestic flights is as follows: only one checked-in luggage with a maximum of 23 kilos and a maximum of one carry-on with up to 7 kilos of weight. Any extra weight will be billed directly by the airline during check-in procedures.
- Being in the Galapagos Islands is an adventure itself, and as such you will surely wish to enjoy it to the fullest. With this in mind, and considering how weather can be on Equatorial latitudes, it is recommended to always pack: a hat, sunglasses and a bottle of sunscreen (preferably factor 50+) to be applied periodically. By following these suggestions, you won't just be enjoying a pleasant Galapagos experience, you will also be the best-looking model in every photo, since your accessories will keep you feeling and looking cool.

\*Tipping is customary in Ecuador, and while it is up to the discretion of each client, waiters, drivers, and guides will always be grateful when further appreciation to their work is shown. For this, and in order for you to have an idea, we may provide a list of recommended tipping scales, taking into consideration services and times.

## ITINERARY DETAILS

**Friday, 27 February 2026**  
**Arrive Quito**

Welcome to Quito!

Upon arrival at Quito airport, you are met by an airport assistant at the end of the disembarking bridge (holding a sign with your name on it), who escorts you through customs, migration, luggage claim and into the arrivals hall. You then, meet your A&K guide who will escort you to your private vehicle for your transfer to your hotel, where you receive check-in procedures assistance.



Embraced by the mighty Andes and set at the foot of the 4784-meter Pichincha volcano sits Quito, the world's first UNESCO heritage site, the world's highest capital and the former capital of the Inca Empire. This is a city of contrasts that offers something for every guest— from colonial architecture, to fine art galleries, museums and sophisticated hotels. Quito even gives you the possibility to straddle the Equator with just a 30-minute drive.

Opened in December 2017, this hotel is nestled in a quiet neighborhood near Quito's colonial center, offering an authentic local experience. Guests can interact with residents and discover the work of local artists, whose crafts are available for purchase. This historic home is rich in legends and features exquisite gastronomy, with every detail thoughtfully crafted by Ecuadorian artisans.

**Hotel Mama Cuchara**  
**2 Premium Double**  
**4 Luxury Double**  
**4 Superior Double**

**2 nights**

**Saturday, 28 February 2026**  
**Quito**

**B-L-D**

Enjoy breakfast at the hotel, afterwards at a pre-coordinated time, meet your private guide at the hotel reception area to start your tour.

We will drive north to the Mitad del Mundo (the Middle of the World) to straddle both hemispheres at the same time. Visit the Ethnographic Museum (featuring a display of outfits sported by Ecuador's various indigenous groups) or the Inti Ñan Museum. Located at the true equator, this museum displays examples of pre-Columbian life in Ecuador and offers demonstrations on the unique geography, astrology, and natural sciences of the region around the equator.



After the lunch in a local restaurant, enjoy a tour demonstrates some of the reasons why Ecuador's capital earned its honor as the first UNESCO World Heritage Site. Marvel at San Francisco Church and its museum of religious art, La Compañía and the seven tons of gold gilding on its glittering walls, and the bustling Independence Plaza, flanked by the Presidential Palace and Quito Cathedral. Rich in art treasures, fine woodcarvings and flowering balconies, the historical center is the lifeblood of Quito.

In the afternoon, visit the Fundación Guayasamín was the actual home of Mr. Oswaldo Guayasamín, who is one of the most important painters and sculptors of the 20C in Ecuador. During his career he received many awards and enjoyed great recognition. He had one of the largest art collections in the country, and he donated them all to the city of Quito. These pieces of art and Mr. Guayasamin's own masterpieces can be seen at the Fundacion Guayasamin. The style of Oswaldo Guayasamín communicates intense emotions he expressed because of his major political activism. The Fundación Guayasamín Museum houses three different sections, including the archaeological museum, the artist's works; and an impressive library.

After a guided museum tour, enjoy a private folk ballet performance while savoring a specially curated Ecuadorian culinary experience prepared by a local chef. After dinner, you will be transferred to your hotel to relax.

**Hotel Mama Cuchara**  
**2 Premium Double**  
**4 Luxury Double**  
**4 Superior Double**

Grab your boxed breakfast at the hotel, afterwards at a pre-coordinated time, meet your private A&K guide at the hotel reception area for your transfer to the airport to board your domestic flight.

An airport assistant will meet you at the information counter at the airport. You will have accompaniment during your check-in process and while passing security filters. Then, you will be escorted to the VIP Lounge where you can enjoy the facilities while you wait your embarking call.

The flight time from Quito to Guayaquil is 40 minutes. There is also a transit stopover at Guayaquil Airport (40 minutes approximately), please do not disembark the airplane. Flight-time from Guayaquil to the Islands takes around 1 hour and 40 minutes.

**Depart:** Quito, Ecuador at **08:00** on Sunday 01 March 2026 on flight No. AV1630

**Arrive:** San Cristobal, Ecuador at **10:36** on Sunday 01 March 2026.

Tentative flights arranged through A&K.

Upon arrival at San Cristobal, an airport assistant will meet you and escort you while the Galapagos National Park entrance procedure gets completed. Afterwards, pass through an airport inspection point to ensure that no foreign plants or animals are introduced to the islands.

Then, meet your cruise representative for your transfer to boarding. You will receive an introductory briefing where the staff will explain the ship's maneuvers and other activities.



This striking rock formation is located off the western shore of San Cristóbal. Jutting hundreds of feet out of the water, the rocks are divided by a small channel. Although there are no landing areas, kayaking and snorkeling present the opportunity to spot a variety of marine life, including hammerhead sharks, sea turtles, rays, blue-footed and Nazca boobies, and frigate birds.

**Origin, Theory or Evolve**  
**Full Charter**

**7 nights**

Monday, 02 March 2026  
Galapagos

B-L-D

**AM: Prince Phillip's Steps (El Barranco), Genovesa Island**

Genovesa (dry landing) is the northernmost island that allows visits by nature (non-diving) cruises. This island is extremely remote and home to millions of birds belonging to many different species including red footed boobies, frigatebirds, swallow-tailed gulls and even endemic owls. El Barranco, also known as Prince Phillip's Steps, is a steep path (30 meters, 90 feet) with stairs carved into rock which leads to a plateau full of bird life among a palo santo forest. Here you can see Nazca boobies, Galapagos doves, mockingbirds and storm petrels. With some luck, you may even spot a short-eared lava owl. If you prefer not to disembark, enjoy a longer *panga* ride along the cliffs (depending on weather conditions).



**PM: Darwin Bay, Genovesa Island**

This white-sand coral beach heads a 0.75-kilometer (half-mile) trail that winds through mangroves filled with land birds. Nazca boobies, red-footed boobies and swallow-tailed gulls can be spotted here. Further down the path are tidal pools where sea lions playfully swim. At the end, find a spectacular view of a cliff.

**Origin, Theory or Evolve  
Full Charter**

Tuesday, 03 March 2026  
Galapagos

B-L-D

**AM: Bachas Beach or Black Turtle Cove, Santa Cruz Island**

Visit the north side of Santa Cruz (wet landing) where, behind the beach, lie two small flamingo ponds with iguanas, coastal birds, Darwin's finches, mockingbirds and gulls, as well as interesting native and endemic vegetation, red and black mangroves, salt bushes and more. This beach is one of the main nesting sites of sea turtles in the Galapagos. A female can lay eggs three or four times with an average of 70 eggs each, but then spend between three and five years without breeding.

Black Turtle Cove is one of the most beautiful marine sites in the Galapagos. It is a complex maze of tranquil salt-water inlets surrounded by three different species of mangrove. Its waters are a nursery site for sea turtles, rays and sharks as well as a nesting zone for seabirds. This site is only accessible by *panga*.

**PM: Cerro Dragón (Dragon Hill), Santa Cruz Island**

The north shore of Santa Cruz hosts the fascinating landscapes of Cerro Dragón (Dragon Hill). Your walk includes circling a brackish water lagoon frequented by lagoon birds, while further inland, the trail offers a beautiful view of the bay and the western islands of the archipelago, as well as the chance to observe land iguanas.

**Origin, Theory or Evolve  
Full Charter**

**Wednesday, 04 March 2026  
Galapagos**

**B-L-D**

**AM: Vicente Roca Point, Isabela Island**

Punta Vicente Roca Point is a wonderful snorkeling site where you can usually see turtles and many types of fish. For those who don't snorkel, a panga ride along the coast will give you the opportunity to learn about the dramatic geology of the area as your guide explains the spectacular rock formations. This is a nesting place for flightless cormorants, the only existing marine birds in the world other than penguins to have adapted from flying birds to diving birds. Other wildlife includes sea lions, Galapagos fur seals, Galapagos penguins, blue-footed and Nazca boobies, pelicans, swallow-tailed gulls, marine iguanas and noddy terns.



**PM: Urbina Bay, Isabela Island**

At Urbina Bay in 1954, volcanic activity caused a six-kilometer (four-mile) stretch of coastline to be uplifted five meters (15 feet) in a matter of hours, stranding coral heads and all sea life that couldn't escape, more than a kilometer away from the new shore. Walk among the skeletal coral garden, now home to lizards and mockingbirds. Urbina Bay is also home to large, colorful land iguanas and at certain times of the year, you may encounter Galapagos tortoises.

**Origin, Theory or Evolve  
Full Charter**

Thursday, 05 March 2026  
Galapagos

B-L-D

**AM: Punta Espinoza, Fernandina Island**

This peninsula is on the most pristine and youngest island of Galapagos. Fernandina is highly volcanically active with eruptions occurring frequently. Upon landing, you are met by an abundance of small, dark marine iguanas and brightly colored Sally Lightfoot crabs. Walk out on a pahoehoe lava flow — younger than the one at Punta Moreno — past a few pioneering plants. Along the sandy shore you can see flightless cormorants, pelicans and numerous, lounging sea lions. Sunsets here are often stunning



**PM: Tagus Cove, Isabela Island**

Pirates and whalers in the 19th century using Tagus Cove for anchorage left their marks on the cliffs of this sunken caldera, a graffiti tradition that continues to today. A short, steep hike passes Darwin Lake, which sits within a tuff cone and is filled with salt water. This site is an excellent place for viewing land birds, including ground and tree finches, Galapagos hawks, yellow warblers, large-billed flycatchers and sometimes woodpecker finches. A rare sighting of land iguanas is a treat. A dinghy ride or kayak along the cliffs provides views of geological features as well as penguins and other bird species sightings.

**Origin, Theory or Evolve  
Full Charter**

Friday, 06 March 2026  
Galapagos

B-L-D

**AM: Rábida Island**

Dark-red sand covers these unique beaches with the incredible landscape; Rábida (wet landing) is considered the epicenter of the Galapagos Islands due to the diversity of its volcanic geology. Nesting brown pelicans are found from July through September and nine species of the famous Darwin's finches can be seen. Take a ride in a dinghy along the cliffs to observe nesting seabirds and snorkel off the coast, where marine life is particularly active.

### **PM: Puerto Egas, Santiago Island**

Puerto Egas (James Bay) is located on the northwest side of Santiago Island. The landing (wet landing) is on a black beach that was visited by Darwin in 1835. A trail crosses the dry interior, where the remains of a salt mining enterprise can still be seen, before continuing along the coast. The first part of the trail is comprised of volcanic ash (eroded tuff) while the other half is partially uneven terrain comprised of volcanic basalt that lines the shore. The unique layered terrain of Santiago is home to a variety of resident and migrant birds, including the bizarre, yellow-crowned night heron and an astounding array of marine wildlife including sea urchins, octopus, lobster, starfish, and marine iguanas grazing on algae beds alongside sally light-foot crabs. Colonies of endemic fur seals swim in cool water pools formed by volcanic rocks.

### **Origin, Theory or Evolve Full Charter**

**Saturday, 07 March 2026  
Galapagos**

**B-L-D**

### **AM: Charles Darwin Research Station, Santa Cruz Island**

Visit the Charles Darwin Research Station and its famous residents within an impressive giant prickly pear cacti forest. These are the headquarters of scientific investigation, conservation and the National Park administration in the islands. You will gain insight into the huge efforts being made by scientists, guides, rangers and park managers to preserve this UNESCO World Heritage Site. The Charles Darwin Research Station is also part of the Centro de Crianza Fausto Llerena tortoise breeding center. Tortoises are raised here in the care of researchers and when they are ready, reintroduced into their natural environment.



### **PM: The Highlands, Santa Cruz Island**

The path to the highlands starts from Bellavista and passes through the agricultural zone, near the National Park boundary, the Miconia zone and then goes through the Fern and Sedge zone. If the weather is good, make the most of the view as this area has a range of hills and extinct volcanic cones covered with grass and lush greenery all year round. The highlands are one of the best places in the islands to observe giant tortoises in their natural habitat. The tortoises are easy to spot as they lumber around eating grass and leaves and wallowing in small pools.

You may also spot highland birds such as cattle egrets, Galapagos rails, mockingbirds, finches

and vermilion flycatchers. There are also several lava tunnels in the highlands – great places to spot the barn owl.

## Origin, Theory or Evolve Full Charter

Sunday, 08 March 2026  
Galapagos - Guayaquil

B

### AM: Interpretation Center, San Cristobal Island

The Interpretation Center opened in 1998 as a phase of the Interpretation and Environment Education Project. The conservation efforts represent the movement to protect the wildlife and natural environment through means of population and tourist control, and houses exhibits on natural history, human history and conservation.

#### *Important:*

*Itineraries and activities are subject to change without prior notice depending on weather conditions, water currents, and sea conditions. The wildlife described above is not guaranteed to be seen during your visit. Please remember to respect your distance between any and all wildlife.*

*Please stay on marked trails and heed the directions of your Naturalist Guide*



After this final visit, you will transfer from the Evolve Yacht to San Cristobal Island Airport in time to catch your flight back to the mainland. Once you have passed security filters, head to the VIP Lounge where you can enjoy the facilities while you wait for your embarking call.

**Depart:** San Cristobal, Ecuador at **11:35** on Sunday 08 March 2026 on Flight No. AV1631

**Arrive:** Guayaquil, Ecuador at **14:23** on on Sunday 08 March 2026

Tentative flights arranged through A&K.

Upon arrival at Guayaquil airport, you are met by a representative of A&K Ecuador who will help connect you with your homebound flight (one-hour assistance).

**END OF A&K ECUADOR SERVICES**

# General Terms and Conditions of Contract ("the Conditions")

## Contracting Parties

These Terms and Conditions are legally binding between the company named on the quotation and confirmation documents, herein after referred to as the Operator and Abercrombie & Kent Ecuador S.A, herein after referred to as A&K, each referred to in these Conditions as a "Party", or together as "the Parties".

## Background:

Our Services are provided to you in a business-to-business capacity.

This Agreement governs any reservation for accommodation, transport, services, amenities and/or facilities ("Services") and the terms on which we authorise you to make onward sales of those Services.

## 1. Bookings

1.1 The Operator may request Services with A&K by accepting our quote in writing delivered to A&K, but the contract between A&K and the Operator is formed when:

- (a) A&K receives from the Operator the deposit amount as set out in clause 2.1 below.
- (b) A&K confirms the Operator's request by sending to the Operator a written form of confirmation.

1.2 Each order which is so accepted by A&K shall constitute an individual contract between A&K and the Operator ("Booking"). Each Booking shall be subject to the terms and conditions set out in these Conditions.

1.3 This Agreement shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other document or correspondence from the Operator and no additional alteration or substitution of these Conditions will bind A&K or form part of any Booking unless they are expressly accepted in writing by a person authorised to sign on A&K's behalf.

## 2. Price and Payment

2.1 The Operator shall pay a deposit, in the amount as set out in the quotation, at the point of Booking.

2.2 The balance of the purchase price must be received by A&K by the date set out in the quotation.

2.3 A&K shall be entitled to charge the Operator a surcharge at any time in the event of a fluctuation in exchange rates or in the event of the imposition or increase of any dues, levies or taxes or fees arising from the result of

governmental action (including, but without limitation, an increase in VAT).

## 3. Obligations Of The Operator

3.1 The Operator undertakes and warrants to A&K that it shall:

3.1.1 ensure that its obligations under these Conditions shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care;

3.1.2 not at any time do, authorise or permit any act or omission which in any way shall alter, harm, misuse or bring into disrepute, impair or adversely affect the intellectual property rights of A&K;

3.1.3 not perform its obligations under these Conditions in any manner which is inconsistent with these Conditions and which in the reasonable opinion of A&K is prejudicial to the reputation of A&K;

3.1.4 comply with all relevant laws, regulations and any requirements of any regulatory, governmental or quasi-governmental body or agency.

## 4. Complaints

4.1 Without prejudice to the remainder of this clause 4, A&K endeavours to provide the Services to a very high standard. However should the Operator or any of its customers encounter any issue or problem with the Services; the Operator must contact A&K immediately who will endeavour to assist. Where possible, all such issues or problems should also be raised directly with the third party supplier at the time of arising, to enable investigations to take place and remedies (where possible / appropriate) to be implemented.

4.2 The Operator accepts that it is liable directly to its customers for the proper performance of the obligations arising from the Operator's contract with its customers.

4.3 In the event of a complaint being made to the Operator by any of its customers in accordance with the above, relating to A&K and in particular the inadequacy or non-provision of the Services, the Operator must notify A&K in writing of any such claim or complaint immediately upon receipt.

4.4 Following investigation, A&K shall advise the Operator of its decision and/or the amount of compensation(s) agreed (if any) to the Operator in writing. A&K shall pay such amounts to the Operator as agreed between the parties. It is understood that the Operator shall not deduct the amounts relating to compensations from payments due by the Operator in accordance with clause

2, except where expressly agreed between the parties in writing.

4.5 The Operator acknowledges and accepts that A&K is under no obligation to honour any compensation already proposed or granted by the Operator to its customer.

## 5. Cancellation by the Operator

5.1 The Operator may cancel the Booking at any time before the tour has begun.

5.2 Unless different terms are set out in the quotation, any such cancellation will be subject to the following charges:

5.2.1 Cancellations received between the date of booking and 61 days prior to departure will result in the loss of the deposit.

5.2.2 Cancellations received 60 - 46 days prior to departure will be subject to a cancellation charge of 25% of the tour price.

5.2.3 Cancellations received 45 - 29 days prior to departure will be subject to a cancellation charge of 50% of the tour price.

5.2.4 Cancellations received 28 - 15 days prior to departure will be subject to a cancellation charge of 75% of the tour price.

5.2.5 Cancellations received 14 days or less prior to departure will be subject to a forfeiture of the entire tour price.

5.3 Cancellation of airline tickets will be subject to the refund policy of each individual airline and may be greater than the percentages above particularly when low cost/net based fares are used.

5.4 The purchase of special event tickets is subject to the refund policy of each individual event. Please refer to the specific event policy for details.

5.5 A&K reserve the right to charge for financial penalties, fees and losses incurred in excess of your cancellation fee as a result of cancellation.

5.6 Should the Operator only cancel some of the passengers on the Booking the charges set out in Clause 5.2 will be pro-rated per passenger. Please note that partial cancellations may result in additional supplemental charges becoming payable on the remainder of the booking.

## 6. Cancellation by A&K

6.1 A&K shall be entitled to cancel any Booking by giving notice to the Operator at any time if the Operator has failed to make any payment under the terms of these Conditions or if the Operator has

failed to make a payment under the terms of any other contract with A&K.

6.2 In the event that A&K cancels the Booking in accordance with the provisions of clause 6.1 above A&K shall be entitled to charge the Operator the cancellation fee as set out in clause 5.2.

6.3 A&K reserves the right to cancel any Booking if, in its opinion, the performance of the Booking will damage the reputation or goodwill of A&K. In such circumstances, the Operator will be entitled to a full refund of the Booking price.

## **7. LIABILITY**

7.1 A&K will not be responsible for any loss or damage incurred by the Operator that relates to any business activity; or which could not have been foreseen at the time the Operator made its booking in light of the information the Operator gave to A&K at that time.

7.2 A&K shall not be liable to the Operator, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Conditions.

7.3 A&K's total liability to the Operator for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the cost of the affected booking as shown on the invoice sent by A&K to the Operator (or the appropriate proportion of this if not all of the Services are affected).

7.4 The Operator shall indemnify on demand A&K in full against all losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses whether or not proceedings are brought) awarded against or incurred or paid by A&K as a result of or in connection with any breach of these Conditions by the Operator; and/or any act by the Operator outside of the scope of these Conditions or otherwise without the authority of A&K. This indemnity will continue to apply after these Conditions come to an end for whatever reason.

7.5 A&K reserves the right to change the Services which is the subject of the Booking at any time prior to departure of, or during the course of, the Services if A&K considers it necessary to do so in the light of bookings, availability or unforeseen circumstances arising.

7.6 Whilst all reasonable attempts have been made to ensure the accuracy of information, descriptions and photographs provided by A&K, certain such material, where applicable, is provided to A&K by its suppliers and as such A&K cannot accept any

responsibility for the accuracy of such material. Where any such material is sourced directly by A&K then it is accurate at the time of taking, however it is foreseeable that some destinations will change in appearance due to weather or other seasonal changes or external influences, and as such A&K cannot guarantee the accuracy of any such material.

## **8. General Terms Applicable To The Services**

8.1 **Special requests:** A&K supplies the Services to the Operator on a business to business basis. However, if any of the Operator's customers have any special requests relating to any of the Services, the Operator should advise A&K at the time of booking. Where applicable, A&K will pass on all such requests to the third party supplier(s) and will endeavour to ensure that they are met, however cannot guarantee that such special requests will be met and will have no liability to the Operator or its customers if they are not.

8.2 **Disability Service Requests:** Any Disability Service Requests must be made, in writing to A&K, prior to A&K providing a quote for the Services. Any such requests made after A&K has issued a quote, and not listed on your booking confirmation will not form part of the contract between A&K and the Operator. A&K will pass on any such requests but cannot guarantee that such requests will be met and will have no liability to the Operator or its customers if they are not.

8.3 **Customer Conditions:** A&K will provide copies of their standard Customer Terms and Conditions to the Operator on request, and to the Customer within the tour itineraries. It is the Operators responsibility to ensure their customers abide by those conditions as far as they are applicable. Nothing in the Customer Terms and Conditions will constitute a contract between the Customer and A&K. In the event of a conflict between the Customer Terms and Conditions and these Conditions, these Conditions will take precedence.

## **9. Terms On Which We Authorise You To Sell The Product**

9.1 A&K authorises the Operator to make onward sales as principal and to act only to sell Services to consumers by entering into a direct contract with them, as principal to that contract ('Principal Sales'). The Operator agrees to act as principal at all times when selling A&K Services. The Operator is not authorised to act as agent on behalf of A&K or on behalf of the third party suppliers.

9.2 In respect of all Principal Sales the Operator agrees: -

9.2.1 To ensure that any contract for any Services incorporates a set of booking conditions, which clearly set out a contract between the Operator and the purchaser of any Services for the supply of the Services before the Operator confirms any booking.

9.2.2 To create and despatch contractual documentation in such a manner so as to ensure that it is clear to the purchaser of any Services that the contract is between the Operator and the purchaser of any Services.

9.2.3 Not to represent to any consumer that their arrangements will be protected by any means of financial protection for their forward payments and repatriation in respect of the Services, arranged by A&K.

## **10. Time Limits For Claims And Proceedings**

10.1 Any claim under the provisions of these Conditions shall be notified by the Operator to A&K in writing within 60 days after the end of the Services. If such claims are not made within this period then A&K shall have no liability for such defect or failure.

10.2 A&K shall not be liable to the Operator in respect of any claim, if proceedings to enforce the claim are not started by no later than 6 months after the day on which the Services should have ended under the terms of the Booking.

## **11. Regulations Regarding Passports, Visa, Customs Duties, Foreign Currencies And Health**

11.1 The Operator is responsible for the compliance by its clients with regulations in force in the visited countries regarding passports, visa, customs duties, foreign currencies and health. The Operator shall bear all liabilities arising from the failure by his clients to comply with such regulations and A&K shall bear no liability or responsibility whatsoever in such circumstances

## **12. General**

12.1 Any typographical, clerical or other error or omission in any brochure, quotation, price list, confirmation of offer, invoice or other document or information issued by A&K shall be subject to correction without any liability on the part of A&K.

12.2 The Operator shall not be entitled to assign this Booking or any rights or obligations arising under the terms of this Booking to any third party.

## **13. Confidentiality**

13.1 The parties agree to keep confidential the contents of these Conditions and any confidential information relating to A&K or the Operator, save for any information

which is in the public domain, otherwise than through the wrongful disclosure of either party or which is required to be disclosed by law.

#### **14. No Partnership / Joint Venture / Agency**

14.1 This Agreement shall not operate to create a partnership or joint venture of any kind between the parties. Nothing contained in these Conditions shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.

#### **15. Data Protection**

15.1 Each party warrants that it will duly observe all its obligations under any relevant data protection and privacy legislation which arise in connection with these Conditions.

#### **16. Force Majeure**

16.1 Neither party shall be liable for failure to perform its obligations under these Conditions if such failure results from acts, events, omissions or happenings beyond its reasonable control including, without limitation, any natural disaster, fire, insurrection, war or other hostilities, riots, civil commotion, embargoes, the requirements or regulations of any civil or military authority, explosion, accident, industrial dispute (other than that between the affected party and its employees), transportation or communication problems or any incident which is similar in nature or effect to any of the foregoing (a "**Force Majeure Event**").

16.2 Each of the parties hereto agree to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice shall contain details of the circumstances giving rise to the Force Majeure Event and shall take all reasonable steps to mitigate the effect of the Force Majeure Event.

16.3 If by virtue of clause 16.1, the affected party shall be excused the performance of any obligation under these Conditions for a continuous period of ninety (90) days, then the other party may at any time thereafter, and provided that such performance or punctual performance is still excused, terminate these Conditions immediately by written notice to the affected party.

#### **17. Notices**

17.1 Any notice to be given under these Conditions shall either be delivered personally or shall be sent by email.

#### **18. Rights Of Third Parties**

18.1 A person who is not a party to these Conditions shall have no right to enforce any term of these Conditions.

#### **19. Miscellaneous**

19.1 The Operator may not assign, transfer, charge or otherwise dispose of all or any of its rights or obligations under these Conditions without the express prior written consent of A&K.

#### **20. Jurisdiction And Severability**

20.1 Any claim arising out of or relating to these terms and conditions shall be referred in the first instance to mediation. If mediation is unsuccessful then the dispute shall be settled by binding arbitration in the applicable legal forum as detailed in clause 21.1 of these terms and conditions. In lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means. Mediation is the exclusive forum in the first instance for dispute resolution and except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the mediator and administrative fees.

#### **21. Applicable Law And Forum:**

This agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by the laws of Ecuador. It is agreed between A&K and the travellers that all lawsuits against A&K arising under, in connection with, or incidental to the tour shall be filed, if at all, in the courts of Ecuador To the exclusion of the courts of or in any other country or jurisdiction.

#### **ANNEX 14. REGISTRATION PRODUCTS WITH SPECIAL TERMS & CONDITIONS POLICIES Origin, Theory or Evolve**

**Deposits** - A deposit of \$20,000 is due to guarantee the charter. A second deposit of \$20,000 is due 180 days prior to departure.

Final payment is due 90 days prior to departure together with passport information and cabin assignment.

#### **Cancellation of charter policy**

Cancellations received up to 360 days prior to departure will be refunded except for 25% of the deposit.

359-270 days prior to departure, cancellation incurs penalty of 50% of the deposits

269-180 days prior to departure, cancellation incurs penalty of 75% of the deposits

179-150 days prior to departure, cancellation incurs penalty of 100% of the first deposit

149-120 days prior to departure, cancellation incurs penalty of 75% of the first and second deposits

119-90 days prior to departure, cancellation incurs penalty of 100% of the first and second deposits.

89-0 days of departure cancellation incurs full penalty.

## Our Story

Our founder Geoffrey Kent was born on safari and grew up barefoot in the bush of Kenya, his beloved homeland. In the 1960s he and his parents pioneered the first modern luxury safari with the groundbreaking ethos "Shoot with a camera, not with a gun", hosting their first guests in a private, bespoke mobile camp in East Africa. The camp was unprecedented in its sophistication: Geoffrey drafted in the best chef, bartender and maitre d' in Nairobi, along with power for electric lights and refrigeration to chill food – and, more importantly, champagne. Four canvas tents were furnished with antique rugs, bathtubs and crystal martini glasses.

"I vow that this marriage of adventure and extravagance will be the stamp that Abercrombie & Kent's brand will come to be known by," Geoffrey writes in his memoir, *Safari*.

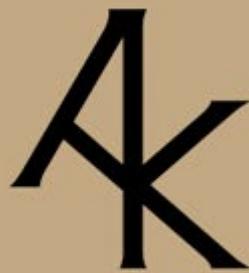
From that first humble safari camp in 1962, Abercrombie & Kent has grown into the world's leading experiential travel company, creating agenda-setting adventures in more than 100 countries.

Today, our portfolio of places to stay encompasses safari lodges and mobile camps in countries across Africa, Private Estates to rent in Tuscany, elegant riverboats on the Nile and the Amazon. Our global powerhouse of innovators – destination experts, brilliant local guides, specialists in science and culture, well-connected super-fixers – continually strive to seek out those truly original, exclusive experiences beyond the reach of most travellers.

We are committed to advancing travel as a force for good. Every journey booked with us helps support A&K Philanthropy initiatives, positively impacting local communities in the wilderness areas where we travel.

Geoffrey Kent's founding principles – that travel should be awe-inspiring, exciting, memorable and considered – remain our motivation today. And though we have grown into an international company spanning all seven continents, we still share that one same mission. To craft the adventure of a lifetime, every time.





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