

Terms & Conditions

Dear client,

Please read the following notice, as it forms part of your contract with NARWELL CIA. LTDA, and clearly lays out what you have agreed with us.

NARWELL CIA. LTDA will endeavor to ensure you have a smoothly-run and enjoyable tour. NARWELL CIA. LTDA, therefore accepts bookings subject to the following conditions:

I. Your Tour Contract

1. Your tour may be booked (tour reservation fee has to be paid by money transfer, credit card or in cash) verbally or in writing, by telephone, e-mail, or through a travel agent authorized to act on our behalf.
2. By making the booking, you agree to the completion of a contract with NARWELL CIA. LTDA. Under normal circumstances, NARWELL CIA. LTDA will inform you immediately whether or not your booking can be confirmed, however you are bound by your booking for 7 days from the date when it was received by NARWELL CIA. LTDA. After this period has elapsed, no obligation exists on either side. Your booking is made based on the tour descriptions on NARWELL CIA. LTDA's website and in our brochures, or on other supplementary information issued by NARWELL CIA. LTDA, and these Terms and Conditions.
3. A tour reservation is accepted and becomes definite only when NARWELL CIA. LTDA or its agent confirms your booking. It is at this point that a contract between NARWELL CIA. LTDA and the client comes into existence. The booking confirmation has no prescribed form. If your booking was made electronically (by e-mail or on the website), you will receive confirmation by e-mail. If you book by telephone (which is legally binding) you will immediately be sent an e-mail confirming your booking.
4. If the confirmation you receive differs from your reservation, you must inform NARWELL CIA. LTDA within 3 days, otherwise the confirmation you receive forms the basis for the contract. In this case, you will be deemed to have accepted the contract if you tell us verbally or in writing that you have done so, or if you pay any amount in advance, make full payment or start the tour.
5. Whether you are making a booking for yourself or on behalf of another person or persons, when making the booking, you undertake to be bound by these Terms and Conditions on behalf of all those travelling, and are responsible for ensuring that all obligations are fulfilled.

II. Payment

1. Once the contract has come into force (i.e. the booking has been confirmed), you can choose to pay in cash on the day of the tour at your arrival when you meet your guide. The local currency being the US dollar. Or you can choose to pay in advance with credit card to our paypal account, we will send you a link with the total amount including an extra 10% of the total fee for the transaction. At this time, you will also sign the contract that you agree with our Terms and Conditions.
2. If you prefer another type of payment, we will communicate our bank information when time comes.
3. Should you wish to cancel, cancellation charges will be imposed as in clause IV, and are due immediately.
4. If NARWELL CIA. LTDA is in a position to provide the services as agreed in the contract, and you have no legal right to hold back payment, then you are not entitled to benefit from the services without paying the full amount as agreed in advance.

III. Changes to your holiday

1. NARWELL CIA. LTDA is only obliged to provide the services defined in your booking confirmation, and as advertised on our website or in our brochure or flyers valid at the date of travel, taking into account any information, explanations or stipulations contained within these.
2. Neither NARWELL CIA. LTDA's suppliers and agents, nor any employee of these, has authority to vary or omit any of the terms of the contract, or give any guarantee or provide information that goes beyond or contradicts the contents of the contract (as per your booking confirmation).
3. NARWELL CIA. LTDA reserves the right to make changes and modifications to the advertised tour, should these become necessary after the contract has been concluded, so long as these are made in good faith, the changes are not major, and they do not affect the general character of the tour. Your statutory rights remain unaffected, should the modified tour arrangements be deficient. NARWELL CIA. LTDA is

obliged to inform you immediately if a major change or modification is necessary. If advised of a major change to a significant part of the tour, you have the option to cancel the tour.

IV. Changes to the booking and cancellation by the client

1. You may cancel your booking before starting the tour.
2. Since we are used to not asking clients for a reservation fee, preferring to work in a trusting atmosphere, we will ask for the following compensation if you do have a change of plans and need to cancel your tour:

- If you cancel at least 7 calendar days in advance, there is no cancellation fee
- If you cancel between 3 and 6 calendar days in advance, you will be charged a 50% cancellation fee
- If you cancel within 2 calendar days in advance, you will be charged a 100% cancellation fee
- For cruise ship travelers: If the ship doesn't dock due to inclement weather conditions there is no cancellation fee

V. Unused services

1. If you retire from the tour early, due to ill-health or other personal reasons, you cannot claim compensation for any unused services. NARWELL CIA. LTDA will, however, try to obtain compensation from our suppliers (e.g. hotels, boat operators, etc.), and, if successful, will return these money to you as soon as they are returned to us by the suppliers.

VI. Cancellation by NARWELL CIA. LTDA

1. NARWELL CIA. LTDA reserves the right to cancel the tour contract at any time, should your conduct at any time before or after departure appear likely to endanger the safe, happy or comfortable progress of the tour, or should you act contrary to the contract to such a degree, that the cancellation of the contract is justified. Should this be the case, you have no right to any refund or recompense.

2. If the minimum number of bookings required to run a tour (as stated in the tour description in brochures and on the website) is not met, NARWELL CIA. LTDA may cancel the tour within 48 hours of departure, with the following stipulations:

3. NARWELL CIA. LTDA is obliged to inform you immediately as soon as it is certain that the tour will not go ahead, due to the minimum number of bookings not being met.

4. If NARWELL CIA. LTDA cancels the tour, you are entitled to take part in another tour of at least equivalent value, subject to this being available at the price agreed in the original contract. If you wish to claim this entitlement, you must inform NARWELL CIA. LTDA without delay after receiving notice of the cancellation.

5. In the case that the tour has to be cancelled due to mayor force or reasons not foreseeable by NARWELL CIA. LTDA, we are allowed to cancel the tour contract until 24 hours before the tour. You are entitled to take part in another tour of at least equivalent value, subject to this being available at the price agreed in the original contract. You have the right to claim the refund of the entire tour price, but without any right to indemnification of any kind.

VII. Passports, Visas and Health Regulations

1. You are responsible for arranging, and must be in possession of, a valid passport, and any visas and vaccination or other certificates required for the whole of your trip. Prices proposed by NARWELL CIA. LTDA. do not include personal insurance, the traveler is responsible of his own personal insurance. You will have to bear any consequences of not adhering to these regulations, including any travel cancellation costs arising, unless this is due to culpably false information on the part of NARWELL CIA. LTDA. NARWELL CIA. LTDA cannot be held liable in case of incident, we can recommend insurances if you do not have a private insurance for your journey.

VIII. Complaints

1. Should you have a complaint about any of the tour arrangements, you must tell the tour leader or the local agent at the time, and ask for the problem to be remedied. Failure to complain on the spot will result in your ability to claim compensation from NARWELL CIA. LTDA being extinguished or at least reduced.

2. Our tour leaders and tour guides, suppliers and agents are not authorized to accept liability for any claims or recognize any deficiencies on behalf of NARWELL CIA. LTDA.

3. Any claim you may wish to make against NARWELL CIA. LTDA, in connection with the tour contract or the services provided by us, for whatever legal reason, may only be made after the tour has ended, and must be made within 30 days of the tour end date specified in the tour contract.

4. All claims must be made to the address given below. It is strongly recommended that any claim be made in writing.

IX. Controversies

Any dispute or difference concerning this contract, its execution, settlement and interpretation shall be resolved with the assistance of a mediator of the Arbitration and Mediation Center of the Chamber of Commerce of Manta (CCM). If the conflict is not resolved by this procedure, parties are submitted to the resolution of the Court of Arbitration and Mediation Centre of the Chamber of Commerce of Manta (CCM) according to the provisions of the Arbitration and Mediation Act, the regulations of CCM, and to the following standards and provisions:

1. The Court is composed of three arbitrators, appointed by the Arbitration and Mediation Center of CCM pursuant to the provisions of the Arbitration and Mediation Center. The Court will decide in law.

2. For the implementation of precautionary measures the Arbitral Tribunal is entitled to apply to public officials, judicial, administrative enforcement and compliance, without the need to use any ordinary judge.

3. The arbitration proceedings shall be confidential. The place of arbitration facilities will be the Center of Arbitration and Mediation of the CCM.

NARWELL CIA. LTDA

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