



GENERAL TERMS AND CONDITIONS

I. Code of Conduct

- In order to participate in a tour of LAND'S END TOURS you have to write down your first and last name on the "Participants' List" and sign it as a proof of participation in the tour and as an agreement with the General Terms and Conditions of LAND'S END TOURS which are available on our internet site (www.landsendtours.com) and inside the transportation unit. If you do not write down your first and last name and signature, the LAND'S END TOURS staff members have the right to disqualify you at any time during the tour. You will have to make your own arrangements to return to your hotel. No refunds for the untraveled portion of the tour will be entertained.
- The use of drugs, alcohol, tobacco, e-cigars, and illicit substances onboard the transportation unit is strictly forbidden.
- You are expected to behave in a courteous manner towards the LAND'S END TOURS staff members and any person with whom we have contact during the tour. If you behave in the opinion of the LAND'S END TOURS staff members in a way likely to disrupt the enjoyment or endanger the safety of the LAND'S END TOURS staff members, other participants or any person with whom we have contact during our tour, the LAND'S END TOURS staff members have the right to terminate your tour, without prior notice. You will have to make your own arrangements to return to your hotel. No refunds for the untraveled portion of the tour will be entertained.
- Should you participate in activities during your free time, you are free to do so. However, you must understand that such participation will be at your own risk, and that LAND'S END TOURS assume no responsibility.
- In case of emergencies, you must follow the instructions of the LAND'S END TOURS staff members.

II. Medical Conditions and Travelers Needing Special Assistance

- All tours require a good physical condition.
- You must report any physical or mental condition that may require special assistance at the time of reservation and on the moment you board the transportation unit to the LAND'S END TOURS staff members.
- If you take medication, you must affirm that you are able to participate in the activity while under influence of the medication.
- The LAND'S END TOURS staff members have the right to disqualify you at any time during the tour, if he/she feels that you are physically or mentally incapable and/or if your continued participation will jeopardize in any way the tour either the individual involved or the group or the LAND'S END TOURS staff members. You will have to make your own arrangements to return to your hotel. No refunds for the untraveled portion of the tour will be entertained.
- If your health changes after booking and you do not inform us with anticipation, or you are not truthful about your fitness for a tour, you are subject to removal from the tour. You will have to make your own arrangements to return to your hotel. No refunds for the untraveled portion of the tour will be entertained.
- LAND'S END TOURS regrets that it cannot provide special individual assistance to participants for walking, eating, or other personal needs. People needing such assistance must be accompanied by an able companion who will assist them.

III. Responsibility of Children

- Please be informed that any minor traveling on a tour of LAND'S END TOURS is the sole responsibility of the accompanying parent and/or guardian.
- The accompanying parent and/or guardian must ensure that all rules of safety and conduct are followed by the children in their party.

IV. Reservation

- You must be 18 years or older to make a reservation. If there is any reasonable doubt about your age, the person who is attending you will ask you to provide a suitable identification (e.g. a valid driving license or passport).
- All information should be correctly and completely given by you at the time of the reservation.
- All requests for modifications or amendments must be received by phone and/or e-mail of LAND'S END TOURS.
- LAND'S END TOURS cannot be held responsible for any problem that may happen if you do not fill in correctly or completely the reservation form, and neither if you do not receive or read carefully your ticket.
- LAND'S END TOURS cannot be held responsible for any mistakes made or incomplete information given by the person who attended you during your reservation, unless if this person is a LAND'S END TOURS staff member.
- To make use of the tour, you should bring with you at the beginning of the tour your original ticket. If not, LAND'S END TOURS reserves the right to disqualify you, and all the other people mentioned on your ticket, from participation in the reserved tour. No refunds will be given.

V. Rates

- All rates are subject to change without prior notice, and you can always find the most recent rates on our internet site. In case of inconsistency between these online prices and information included in off-line materials (for example, promotional materials and mailers), these online prices will always prevail. You should periodically check our internet site to make sure you are up to date.
- Children (13+ years), senior citizens, students and locals pay full price. Children (3-12 years) get a discount with each adult ticket purchased. These children are entitled to a seat. Infants (0-2 years) get a 100% discount with each adult ticket purchased. These infants are not entitled to a seat. Additional restrictions may apply.

VI. Payment

- The moment and manner of payment will be indicated by the person who/the system which is attending you on the moment of your reservation.
- If payment is requested on the moment of the reservation, please ask the person who is attending you about the manners of payment and/or follow the steps which will appear online (on the internet site and/or e-mail).
- If payment is requested on the tour date, payment should be made before making use of the tour to the LAND'S END TOURS staff members.
- In case of payment to the LAND'S END TOURS staff members, LAND'S END TOURS accepts cash only in USD and M.N. (Mexican Pesos).

VII. Insurance Participant

Personal Travel Insurance is mandatory for every participant. Before you commence a tour, you should arrange your own insurance with protection for the full duration of the tour, to cover personal injury, medical expenses, repatriation expenses and loss of luggage. If you fall ill or have any type of accident outside the transportation unit, all hospital expenses, medical expenses, doctor's fees and repatriation costs are the participant's responsibility and LAND'S END TOURS shall not be liable for any refund of the tour rate whatsoever.

VIII. Responsibility LAND'S END TOURS

- In case of death, total and permanent incapacity and/or medical costs caused during the trip in the transportation unit, that is: from the moment you board the transportation unit until you are getting off; you are covered by our insurance. For verifiable claims to be considered, they must be received in writing 3 days of termination of the tour and be accompanied by supporting documentation, like the original ticket.
- LAND'S END TOURS makes use of services from various independent suppliers, such as transportation companies, restaurants, travel agencies, DMCs and sales agents. We choose fine suppliers; however, LAND'S END TOURS does not own or operate any of the suppliers of services. As a result, LAND'S END TOURS is not responsible for any negligent or willful act or failure to act of any such supplier of any other third party over whom LAND'S END TOURS has no control.
- Arrangements for the tours are made in advance and occasionally changes have to be made. We can assume no responsibility nor liability in whole or in part for any loss, damage, weather, strikes, acts of God, circumstances beyond our control, force majeure, war, criminal activity, expense, accident, sickness, injury or death to person or property, or mechanical defect, failure or negligence of any nature whatsoever caused in connection with any transportation company, restaurant or other services, with or without notice, or for any additional expenses occasions thereby.
- LAND'S END TOURS, or its staff members, cannot be held responsible for loss or damage to possessions, or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever, unless directly caused by the negligence of LAND'S END TOURS, or its staff members.

IX. Responsibility Participant

- You must understand that even though you follow all the appropriate practices of the tour, there is still a risk of a sustaining injury. Thereby, you must expressly assume the risk of any such injury. Furthermore, you must understand that by participating in the tour, immediate medical care may not be available to you. Thereby, you must expressly assume that risk.
- You are responsible for the care and safe keeping of all of the equipment of LAND'S END TOURS which you use during the tour. If the equipment, or parts of it, is lost or damaged, (including without limitation, loss or damage arising from fire, accident, theft, misuse or forfeiture), you must compensate LAND'S END TOURS for the full cost of repairing such damage or replacing the equipment regardless of the cause of such loss or damage, including the negligence or otherwise of any other person, and including the cost of enforcing this release.
- Hand luggage is the sole responsibility of the participant and has the obligation to take care of it on its own seat within the transportation unit. LAND'S END TOURS, or its staff members, cannot be held responsible for loss or damage to hand luggage, unless directly caused by the negligence of LAND'S END TOURS, or its staff members.

X. Cancellation by LAND'S END TOURS

- a) LAND'S END TOURS reserves the right to cancel all or part of the tour in its reasonable discretion.
- b) At times, due to inclement weather conditions, a tour will be postponed or cancelled.
- c) If LAND'S END TOURS cancels the entire tour, a full refund of amounts will be paid.
- d) If LAND'S END TOURS cancels a portion of the tour due to weather conditions or other reasons not beyond its control, there will be no refund. The only exception is when the harbor of Cabo San Lucas is closed by the harbor master. In this case, you must contact our office – or the person who attended you – in order to reschedule this part of the City Tour Los Cabos or to pay you a partial refund. You will receive a refund for the value of the cancelled portion, a value to be determined by LAND'S END TOURS in a fair and equitable manner.

XI. Cancellation by Participant

- a) All cancellations must be received by phone or e-mail of LAND'S END TOURS and must be done by you or the same person who attended you.
- b) Time of cancellation will be when notice is received by phone and/or e-mail by LAND'S END TOURS.
- c) If a tour is cancelled more than 48 hours in advance to the tour departure time, a full refund of amounts will be paid.
- d) If a tour is cancelled more than 24 hours, but less than 48 hours in advance to the tour date, LAND'S END TOURS only accepts rescheduling the tour during your current stay. If rescheduling is not possible for any reason, no refund will be paid. LAND'S END TOURS reserves the right to charge from your credit card.
- e) If a tour is cancelled less than 24 hours in advance to the tour departure time, no refund will be paid. LAND'S END TOURS reserves the right to charge from your credit card.
- f) If a private tour is cancelled more than 1 week in advance to the tour departure time, a full refund of amounts will be paid.
- g) If a private tour is cancelled less than 1 week in advance to the tour departure time, no refund will be paid. LAND'S END TOURS reserves the right to charge from your credit card.

XII. Luggage

- a) Luggage is strictly limited to a small hand-luggage bag or camera bag per person. This restriction is essential because of the nature of the tour (sightseeing) and because of limited space inside the transportation unit for any other type of luggage which is not hand luggage.
- b) Hand luggage is the sole responsibility of the participant and has the obligation to take care of it on its own seat within the transportation unit. LAND'S END TOURS, or its staff members cannot be held responsible for loss or damage to hand luggage, unless directly caused by the negligence of LAND'S END TOURS, or its staff members.
- c) Hand luggage must not form an obstacle for other participants, neither for the LAND'S END TOURS staff members.
- d) The LAND'S END TOURS staff members reserve the right to prohibit the entrance of any type of luggage that does not fulfill the characteristics mentioned in XII.a) or to charge the participant a ticket (equivalent to the respective tour rate for an adult) if such piece of luggage needs a space of a passenger.

XIII. Estimated Itinerary

- a) You need to be present near the main entrance (e.g. main lobby) of your hotel at least 10 minutes before the estimated pick up time. In case you are not present at the estimated pick up time, the LAND'S END TOURS staff members will make a no show report and no refunds will be given. The pick-up times are provided upon reservation and can also be found on our internet site.
- b) LAND'S END TOURS will make every effort to operate the tours as advertised. You should respect the estimated itinerary, but should also be flexible as situations may arise, either voluntarily or involuntarily, that necessitate changes to the estimated itinerary and/or places to visit. On these occasions LAND'S END TOURS reserves the right to alter the estimated itinerary or change properties as deemed necessary. Changes in the estimated itinerary and/or places to visit requested by participants cannot be fulfilled as the below mentioned estimated itinerary and places to visit are approved by the local government and any changes can result in a fine for LAND'S END TOURS, and its staff members.
- c) Estimated itinerary for *City Tour Los Cabos*: 8:15-9:30 am: pick up; 9:30-10:30 am: transport, visit Cabo San Lucas and glass bottom boat ride; 10:30-11:15 am: transport and visit glass blowing factory; 11:15-12:00 am: transport to San José del Cabo with stop at the viewing point; 12:00-2:30 pm: visit estuary, free time for shopping at Plaza Artesanos and/or (optional) lunch at local restaurant, tequila tasting, visit historical center San José del Cabo; 2:30-3:30 pm: drop off.
- d) Estimated itinerary for *City Tour Magical Town*: 8:15-9:30 am: pick up; 9:30-11:00 am: transport and visit blanket factory; 11:00-12:30 pm: visit historical center Todos Santos; 12:30-2:30 pm: free time; 2:30-3:30 pm: transport to Los Cabos; 3:30-4:30 pm: drop off.
- e) Estimated itinerary for *City Tour San José*: 4:00-5:15 pm: pick up; 5:15-5:45 pm: tequila tasting; 5:45-6:15 pm: visit historical center San José del Cabo; 6:15-8:15 pm: Art Walk, free time for shopping and/or dinner; 8:15-9:15 pm: drop off.

XIV. Includes

- a) *City Tour Los Cabos*: round trip in A/C transportation unit; bilingual (English and Spanish) tour guide and photographer; bottled water; free photos of your tour; glass bottom boat ride; tequila and Mexican candy tasting; free time; lunch (if option selected during reservation). This tour includes the following highlights: downtown Cabo San Lucas (passing by the most popular bars and restaurants, town square, church, cultural center, and much more); glass bottom boat ride (the Arch, rock formations, tropical fishes, sea lion's colony, Lovers' Beach, etc); glass blowing factory (demonstration; shopping); tourist corridor (passing by hotels and golf courses); viewing point; estuary; free time (shopping at Plaza Artesanos and/or optional authentic lunch at local restaurant; historical center San José del Cabo (town square, former mission church, art district, etc); tequila tasting.
- b) *City Tour Magical Town*: round trip in A/C transportation unit; bilingual (English and Spanish) tour guide and photographer; bottled water; free photos of your tour; tequila and Mexican candy tasting; free time. This tour includes the following highlights: panoramic Pacific Ocean and mountain views; passing by Migriño, Elias Calles, Cerritos; visit Pescadero; blanket weaving factory (demonstration and shopping); art district; historical center (gazebo; city hall, theater, Aztec calendar; monument of the gray whale and the Tropic of Cancer; etc); former mission church; legendary Hotel California; tequila and Mexican candy tasting; free time.
- c) *City Tour San José*: round trip in A/C transportation unit; bilingual (English and Spanish) tour guide and photographer; bottled water; free photos of your tour; tequila tasting; guided walking tour; free time. This tour includes the following highlights: historical center San José del Cabo (town square, former mission church, art district, etc); Art Walk; tequila tasting; free time for shopping and/or dinner (not included).

XV. Excludes

- a) *City Tour Los Cabos*: dock entrance fee to be paid to your tour guide in cash; gratuities; lunch (if option is not selected during reservation).
- b) *City Tour Magical Town*: lunch; gratuities.
- c) *City Tour San José*: dinner; gratuities.

XVI. Email address

In order to receive your free photos of your tour you must write down your email address on the Participants' List. By doing so, you agree to allow LAND'S END TOURS to send you emails and newsletters, and to enable TripAdvisor to email you on our behalf for a Review Express. Your email address provided to TripAdvisor through Review Express is stored separately and securely, and is not used for any other purpose. It is not subscribed to general TripAdvisor email campaigns, nor does TripAdvisor automatically create a TripAdvisor membership. LAND'S END TOURS respects your privacy and you may unsubscribe or change your contact details at any time.

XVII. Photography on Tour

LAND'S END TOURS reserves the right to take photos during the tour and use them for promotional purposes. By booking a tour of LAND'S END TOURS, you agree to allow your image to appear in such photos.

XVIII. Claims and Refunds

- a) Except for verifiable extenuating circumstances, refunds are not made for any missed or unused tour (no show).
- b) For verifiable claims to be considered by LAND'S END TOURS, they must be received in writing within 24 hours of termination of the tour and be accompanied by supporting documentation on the following address: Land's End Tours, S.A. de C.V., Atenco Manzana 44 Lote 7, Fraccionamiento Monte Real, CP 23400, San José del Cabo, Baja California Sur, México. T: +52 624 123 49 62. info@landsendtours.com.
- c) LAND'S END TOURS will not accept liability for any claims received after 24 hours of the termination of your tour.
- d) The original voucher/coupon is required for any claim or refund.
- e) No refunds will be given under the circumstances mentioned in I.a), I.c), II.d), II.e), IV.f), VII), X.d), X.e) and XIII.a).
- f) Contact information for any complaints: SECTUR Federal, Av. Presidente Masaryk 172, Col. Bosques de Chapultepec, Del. Miguel Hidalgo, Distrito Federal, CP 11580. T: +52 55 3002 6300. SECTUR BCS Zona Los Cabos, Plaza Gali, 2do nivel, local 64, Cabo San Lucas, Baja California Sur, México. T:+52 624 143 09 93. Dirección de Turismo Municipal de Los Cabos, T: +52 624 142 33 10. PROFECO, T: 01 800 468 87 22.