



# Travel Amazing South America Booking Conditions

Please read these booking conditions carefully as by paying the deposit or total price of your tour (per person, per tour) you acknowledge that you have read and agreed to the following conditions. Your agreement is with Travel Amazing South America, hereafter referred to as 'the agent', based at Kolveniersgang 31, 9000 Ghent, Belgium who acts as your agent with the travel service provider, hereafter referred to as 'the company'.

1. **THE CONTRACT ARRANGEMENTS AND DEPOSIT:** When you make your booking you must complete a booking form, accepting on behalf of all your party the terms of these booking conditions. By paying the total price of your tour you acknowledge that you have read and agree to the following terms and conditions. All persons named on the booking form shall be referred to collectively as either 'the client(s)' or 'you'. If the booking is made through a travel agent, all communications from the company will be with the agent who acts as agent for the client in regard to all communications from the company to the client.

2. **CONTRACT:** No contract shall exist between the agent and the client. A contract with the company will exist when the specified amount has been paid and the client's booking made on the booking form has been confirmed in writing by the company ('the confirmation invoice').

3. **PAYMENT:** The balance of the tour fare must be paid no later than 60 days prior to the departure date for all tours, otherwise the company may treat the booking as being canceled by the client, and apply cancellation charges as set out in clause 4. All monies paid by the client to a travel agent under or in contemplation of a contract with the company are held by the travel agent on behalf of the client until such time as the company issues a confirmation Invoice in acceptance of the booking. Thereafter, the travel agent holds the client's money as agents of the company until such time as payment is required by the company.

4. **CANCELLATION BY YOU:** Cancellation of a booking must be made in writing, by the person signing the booking form, and is not effective until such cancellation is received by the company. If the cancellation is received 60 days or more before departure, the appropriate deposit shall be forfeited. In the event of cancellation 59 days or less prior to departure the following charges will apply, with a minimum cancellation fee of the original deposit.

60 days or more – loss of deposit

59-31 days – 50% of tour cost

30 days or less – 100% of tour cost.

5. **CANCELLATION BY US:** The company reserves the right in any circumstances to cancel the tour and all tours operate subject to a minimum number of participants (except for guaranteed departures). However, in no case will the company cancel the tour less than 28 days before the scheduled departure date except for reasons of force majeure (as defined in clause 6) or failure on the client's part to pay the final balance. In circumstances where the company is unable to provide the tour booked, the company will return to the client all monies paid (less any insurance premiums and amendment fees paid), or offer an alternative holiday of comparable standard. If a cancellation occurs within 28 days of departure, the company will pay compensation to the client or the travel agent as detailed below:

More than 28 days NIL

28-20 days US\$20 per person

19-0 days US\$40 per person

6. ALTERATION TO ITINERARIES, ETC: All itineraries in this brochure are suggested only. It is unlikely that the company will have to make any changes to the client's suggested tour, but the arrangements are planned many months in advance. Occasionally changes may be made, which the company reserves the right to do at any time. Most of these changes are minor and the company will endeavor to advise the client of them at the earliest possible date. When a major change becomes necessary, notification of such alterations will be sent to the client's agent or to the client's last known address as soon as the company becomes aware. If a major change to an itinerary is necessary prior to commencement of the tour, the client will have the choice of either accepting the change of arrangements, taking another available tour from the company, or cancelling the tour and receiving a full refund. In such cases we will pay compensation as detailed in clause 5. However the company reserves the right to alter itineraries after departure, without payment of compensation if it is in the interest of the client to do so. Furthermore, compensation is not available if the company is forced to cancel or in any way change the tour due to force majeure, namely war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other material or external circumstances beyond the company's control.

7. THE COST OF MAKING CHANGES TO THE HOLIDAY: A client can only make a change to his or her confirmed arrangements if (a) the change is more than 60 days before departure – an administration fee of US\$50 per person, per change, together with any additional costs incurred by the company is levied, and (b) changes made 60 days or less before departure are subject to an administration fee of US\$100 per person, per change, and the additional costs incurred by the company (which shall be deemed to be the same as the relevant cancellation charges as set out in clause 4) are paid.

8. TRANSPORTATION TO THE TOUR ASSEMBLY POINT: The client is responsible for making his or her own arrangements to arrive at the tour assembly point. There are no arrangements in existence should the client be delayed at the outward or homeward points of departure.

9. PRICES AND SURCHARGES POLICY: The price of your holiday was calculated using exchange rates obtained prior to publication. The price of your travel arrangements is subject to surcharges on the following items for increases in: transportation costs (i.e. fuel), Government action such as increases in VAT or any other Government imposed increase, or currency in relation to adverse rate variations. Even in this case, we will absorb an amount equivalent to 2% of the holiday price however this excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue dated printed on the invoice.

10. LIABILITY: Clients' bookings are accepted on the understanding that they appreciate the possible risks inherent in adventure travel and that they undertake the tours, treks or expeditions featured in the program at their own volition.

(a) Where the client does not suffer personal injury, the company accepts liability should any part of the tour arrangements booked with the company not be supplied as described in this brochure and not be of a reasonable standard. In such a case, the company will pay reasonable compensation if the client's enjoyment of the tour arrangements has been adversely affected but will pay no compensation if there has been no fault on the part of the company or its suppliers and the reason for the failure in the tour arrangements was either the client's fault, the actions of someone unconnected with the tour arrangements or could not have been foreseen or avoided by the company or its suppliers even if all due care has been exercised. Under no circumstances will the company's liability for each client under this clause exceed the tour cost paid by that client.

(b) Where the client suffers personal injury or death as a result of an activity forming part of the

tour arrangements booked with the company, the company accepts responsibility unless there has been no fault on the company's part or its suppliers and the cause was either the client's fault, the action of someone unconnected with the tour arrangements or one which neither the company nor its suppliers could have anticipated or avoided even with the exercise of all due care.

(c) As the client is solely responsible for making his or her own arrangements to arrive at or depart from the assembly point, the company hereby excludes liability whatsoever and howsoever arising in respect therefore.

(d) In respect of carriage by air, sea and rail and the provision of accommodation the company's liability in all cases will be limited in the manner provided by the relevant international conventions.

(e) If additional expenses are incurred through delay, accident or disruption of the tour beyond the control of the company by force majeure, such expenses must be borne solely by the client.

(f) In respect of whitewater rafting activities, hot air ballooning, bungy jumping & other hazardous pursuits, the client will appreciate that by their nature these activities carry inherent risks. The client hereby agrees to be personally responsible for assuming such risks save to the extent that this does not conflict with sub clause (b) above.

11. **NUMBER OF PASSENGERS CARRIED ON VEHICLES:** The company sets its own limits to the number of passengers carried on the vehicles but the company is not bound to these numbers under special circumstances as determined by the company.

12. **NO ALTERATION TO THE BOOKING CONDITIONS, ETC:** No servant or representative of the company has any right to alter, vary or waive any of these conditions, nor to undertake any liability whatsoever on behalf of the company, unless such be in writing and signed by a director of the company.

13. **GOOD HEALTH:** The client hereby confirms that he or she is in good health. Any client with a pre-existing medical condition or illness must declare the true nature of such condition at the time of booking and make arrangements for the provision of any drugs, or other cause of treatment that may be required during the tour. Such a client would be required to provide a medical statement from a GP to confirm that they are fit to travel.

14. **UNSUITABILITY OF CLIENT, ETC:** If the company considers the client as unsuitable for a tour it may in its absolute discretion cancel such client's booking or decline to carry the client further if that client causes inconvenience or annoyance to other passengers.

15. **IMMUNIZATION:** The client must take all immunizations as are required or generally recommended in relation to the countries due to be visited. For some countries a valid certificate of vaccination against certain diseases may be recommended or required. Full details are set out in this brochure. In addition, the company recommends that anyone travelling overseas be immunised against typhoid, polio, tetanus and hepatitis. When traveling to more than one country additional vaccinations may be required. Professional medical advice should be sought regarding inoculations.

16. **TRAVEL INSURANCE:** Travel insurance is mandatory for all clients. Before the client commences a tour he or she must arrange his or her insurance with a reputable insurer, with protection for the full duration of the tour, to cover personal injury, medical expenses, repatriation expenses, loss of luggage and the expenses associated with cancellation or curtailment of a tour. If a client becomes ill, all hospital expenses, doctor's fees and repatriation costs are the client's responsibilities and the company shall not be liable for any refund of the tour cost.

17. **COMPLAINTS PROCEDURE:** If the client has a problem during the tour, the client should inform the relevant suppliers, or tour leader immediately who will endeavor to put things right. If the client's complaint cannot be completely resolved locally, the client must write to Travel

Amazing South America within 28 days of the completion of the tour. It is unlikely that the client will have a complaint that cannot be settled amicably. However, disputes arising out of, or in conjunction with this contract which cannot be amicably settled, may (if the client so wishes) be referred to arbitration. The scheme, details of which can be supplied on request, provides for a simple and inexpensive method of arbitration based upon documents alone with restricted liability of the client in respect of costs. The scheme does not apply to claims for an amount greater than US\$2000 per person or US\$15000 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. If the client elects to seek redress under this scheme, written notice requesting arbitration must be made within one month after the scheduled date of completion of the tour.

18. INFORMATION: Information given in all brochures, leaflets and advertising is given in good faith by the company, and is based on the latest information available at the date of publication. The company reserves the right to change any of the facilities or vehicles described in the brochure without becoming liable for compensation or refund.

19. TRAVEL DOCUMENTATION: It is the responsibility of the client to be in possession of a valid passport, visa permits and vaccination and other medical certificates as may be required for the whole of the tour. The company does not accept responsibility for changes in regulations for visas or any particular requirements for visas. The company cannot be held responsible for the failure of the client to obtain the necessary visas. Information about these matters or related items are given in good faith in this brochure.

20. SPECIAL REQUESTS: Special diet requirements must be advised in writing to the company when the client makes a booking. The company will attempt to provide special meals, however, these cannot always be provided.

21. EXCLUSION FROM THE TOUR: The company shall not be responsible for or be liable to any client who commits an illegal or unlawful act in any country visited. He or she may be excluded from the tour, without any refund of the tour fare.

22. PHOTOGRAPHY RIGHTS: Clients must be aware that our authorized tour leaders and representatives may take photographs and films of our clients whilst on any of the tours of which the company reserves the right to use such material for any advertising or brochure production without obtaining further consent. The company also reserves the right to use any comments clients make regarding the tours on any questionnaires or complimentary letters, to use in future promotional literature.

23. SEVERABILITY: If any part, term or provision of this contract is held to be illegal or unenforceable it shall not affect the validity or enforceability of the remainder of the contract. Furthermore, if any covenants are held illegal or unenforceable by virtue of its scale, extent or duration, it shall remain valid and enforceable in such reduced scale, extent or duration as any court may decide as being the maximum scale, extent or duration permissible.

24. JURISDICTION AND LAW: The Contract shall be subject to the laws of Belgium and the exclusive jurisdiction of the Belgian Courts (save where the client elects for arbitration pursuant to clause 18).

25. INTERPRETATION: Headings are for convenience only and shall not affect the construction of any provision. Except where the context otherwise indicates, words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include firms and corporations and vice versa.

26. PERSONAL INFORMATION: The client acknowledges that he/she will provide the agent from time to time with information about the client of a personal nature ('personal information'). The client consents to the agent using any personal information for the purposes of making and

completing airline bookings and travel related arrangements on behalf of the client.