

Tours Latin America - Terms and conditions

At *Tours Latin America* we want you to enjoy the Latin America vacation of a lifetime with complete success. Please read the following conditions carefully as it is your contract with Tours Latin America.

The "From" prices on our website are for the most basic accommodation, shared tours and services, low season rates and twin share basis, excluding flights. Single supplements will apply. There is no guarantee these prices can be delivered, as they will vary according to seasonal demand.

Quotes given for flight prices change at short notice and carry a very short validity, of course please take your time deciding on tour options with us but we will have to re-quote flights as the process continues. If you have any questions whatsoever regarding your vacation, the booking procedure, or conditions of sale, then *Tours Latin America* will be happy to answer them for you.

Our prices do not generally include the international air fares to Latin America (although they may be included, and often many inter-country, connecting flights may be included, depending on your agreed itinerary), international airport taxes, meals not specified in your itinerary, personal expenses, personal insurance and tips

1. The Contract

The contract is between *Tours Latin America* and the client, being any person travelling or intending to travel on a tour operated by us. You, the client, are subject to have read and understood our travel policy outlined in this document.

By booking with *Tours Latin America* (sending a completed booking form and / or your personal information in order to make your booking/s and / or paying the deposits / balances due), you accept these terms and conditions.

These conditions only apply to services in our program and not international and national flights if these were not specifically included by us. Such flight arrangements are subject to the conditions imposed by the airlines.

2. Securing your Booking

To guarantee a reservation, *Tours Latin America* requires the stipulated deposit (or full payment if within 60 days of departure), as well as all relevant passport and passenger details on our booking form.

Scanned copies or digital photos of passport data / photo pages are required from passengers for the booking of flights, trains and for tourism tax exemptions. If not provided, clients may be

eligible for additional costs / local taxes, and may cause problems in the booking process. These details will not be shared with third parties and in accordance with our privacy policy.

Clients are deemed to have read and understood the conditions of sale. A booking is accepted and becomes definite only from the date when *Tours Latin America* sends out a confirmation that we have received your deposit, at which point a contract exists and the deposit becomes non-refundable and non-transferable (transferable in some circumstances – with charges). In certain circumstances, we may be able to refund part of your unused services after negotiation with our service providers and partners.

Tours Latin America reserves the right to decline any booking at their discretion.

3. The Final Payment / Surcharges

The balance of all monies due, including any surcharges applicable, must be paid to *Tours Latin America* no later than 60 days before departure, unless a booking has been made within that time period. In the case of non-payment of the balance by the due date, *Tours Latin America* reserves the right to cancel your booking and cancellation charges will apply.

Tours Latin America reserves the right to increase the tour cost to take into account the following items: supplier costs increases, hotel changes, government actions, political or economic factors, currency fluctuations, transportation costs (including the cost of fuel), airport charges and increase in scheduled air fares.

Tours Latin America will attempt to absorb a proportion of the surcharge, after consulting with our service partners and providers, but this will be judged on a case-by-case basis. This does not apply to government taxes, imposed after publication of our program, insurance premiums and amendment charges. The client will then be required to pay the balance of the surcharge.

If the surcharge results in an increase of more than 10% of the tour cost, government taxes and amendment charges, the client may cancel the booking within 7 days of notification of the surcharge and obtain a refund (except for services that are 100% non-refundable). You will be notified of any such surcharge no later than 4 weeks before departure.

4. Changes to your Booking

An administration fee of \$50 (or equivalent) per person may be charged, if a confirmed booking is changed or transferred to a different departure date or tour, up to 60 days prior to departure, where such a change is possible / permitted. Thereafter, all changes will be treated as cancellations and subject to charges as below. (see 5.Cancellation by you).

If a client is unable to travel, in circumstances which *Tours Latin America* consider reasonable, then we will attempt to transfer the booking to another suitable person. However, the tour

arrangements must remain the same and only if all suppliers (including airlines) agree to accept the name change without penalty, and such charges are actually possible. *Tours Latin America* may not be able to transfer bookings in this way, as each individual situation will carry with it different penalties and restrictions.

If a transfer is allowed, then an administration charge of \$50 (or equivalent) per person will be made, if the company is notified up to 60 days before departure, plus any extra charges and / or penalties levied by our suppliers. Thereafter, all changes will be treated as cancellations and subject to charges as shown in section 5.

Hotel Booking Procedure.

If the hotels that were originally quoted do not have space when we start your booking process an equivalent standard hotel will be reserved for you, with the original one placed on waiting list. If the original hotel does not come off the waiting list by 15 to 20 days out from travel the alternate hotel will be locked into your program and you will be advised on your final itinerary document which is delivered to you 1 to 3 weeks before travel.

5. Cancellation by You

Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written notification is received by *Tours Latin America*.

The charges are shown below:

- 60 and more days before departure: retention of deposit. (In addition, 100% of fully non-refundable items such as flights and / or Galapagos pre-payments will be retained).
- 59 to 30 days before departure: 75% of total price. (In addition 100% of fully non-refundable items such as flights and / or Galapagos pre-payments will be retained).
- Less than 30 days: 100% of tour cost.

Full travel insurance is considered mandatory, including cover against the loss of deposit or cancellation charges. Please note that no reimbursements can be given when cancellations occur for any unused services. If a client elects to travel without full travel insurance then they accept the financial risks involved in doing so and in all cases our terms and conditions shall be adhered to.

Some countries and / or regions demand travel or health insurance to enter. One such example is that of Ecuador and the Galapagos Islands. It is the responsibility of the client to make sure all such insurances are in order.

6. Complaints

Should the client have a complaint about any of the tour arrangements, it is a condition of the contract that you tell our local representative at the time. Failure to complain at that moment in time will deny us the opportunity to investigate and rectify the problem, and thus render *Tours Latin America* unable to accept any form of responsibility.

If the client has a dispute with *Tours Latin America* which we are unable to resolve at the time, please write to us within 28 days of your return home and we will investigate further.

7. Travel and Cancellation Insurance

Travel insurance is considered mandatory for all clients whilst on a tour with Tours Latin America. Clients are responsible for ensuring that they have adequate cover for the full duration of the tour in respect of medical expenses, injury, death, repatriation, cancellation and curtailment. It is not our responsibility to check the validity and cover of your insurance policy but we reserve the right to refuse travel to anyone whose insurance does not satisfy these criteria.

Note: In certain circumstances a simple insurance policy may be included by your credit card company when you pay us with that card, but it must be stressed that this insurance does not normally replace the need for a complete insurance policy that may / can cover cancellation due to airline disputes, ground service strikes, illness, missed connections, acts of god and all other events outside our control.

Protect yourself before and while you travel with **full travel insurance**, make sure your deposit and balance payments are covered under any circumstances that you / we cannot control. **The cost of travel insurance relative to what a full tour package costs is negligible and we consider the holding of such insurance mandatory.**

8. Clients Responsibility

Clients agree to accept the authority and decisions of *Tours Latin America's* employees, tour leaders, guides, service partners and agents whilst on tour, as we only have your best interests and safety in mind. If in the opinion of such persons the health or conduct of a client at any time, before or after departure, appears likely to endanger the safety, comfort or happy progress of a tour, then the client may be excluded from all or part of the tour.

In the case of ill-health, *Tours Latin America* may make arrangements as it deems fit and recover the costs thereof from the client.

If a client commits an illegal act, he / she may be excluded from the tour and *Tours Latin America* shall cease to have responsibility to / for them.

If you are affected by a condition, medical or otherwise, that might affect other people's enjoyment or active participation of the tour, you must advise us at the time of booking. No refund will be given for any unused services.

With the somewhat volatile nature of politics in Latin America, our clients should always keep abreast of changes in immigration laws and paperwork requirements before traveling, as these can change at very short notice. Please contact the relevant authorities when booking and again before traveling to be sure. This is your responsibility, regardless of any advice we may give you in good faith.

All travelers need to carry a valid passport, with the correct minimum validity, and any visas that are required by individual countries that you are visiting. Please check carefully for each destination and / or stopovers and / or connections. If your flight transits the USA, you should check that your passport meets current US Customs requirements, including those covered under the Visa Waiver Scheme.

Copies of your passport data/photo page are required on booking. These are required by many Latin American authorities in order to allow us to make flight, cruise and other reservations, in addition to tourist tax exemption reasons. *Tours Latin America* cannot be held responsible for any bookings made with incorrect passport information, if not supplied with a clear copy at time of booking.

Depending upon your route to and within Latin America, you may require an **International Yellow Fever** certificate, which may be valid for up to 10 years. You should visit your doctor or travel clinic, before traveling, to discuss any vaccinations required and any issues related to altitude or climate.

Update: Bolivia now requires a Yellow Fever Certificate for passengers coming from several other Latin American countries, please check your route carefully.

Valid insurance is always required when traveling, and is particularly important in developing countries in Latin America. Take your original policy with you on vacation.

In certain countries, you are required to carry identification with you at all times, although photocopies often suffice. Copies of your passport, insurance policy and visited country entry form should be carried in your luggage or day sack.

9. Cancellation or Alteration of the Tour by Tours Latin America

While *Tours Latin America* endeavors to operate all tours as advertised, it reserves the right to change any of the facilities, services, prices or itineraries described in the program. If a major

change is necessary, or deemed advisable, *Tours Latin America* will inform the client as soon as reasonably possible. A major change does not apply to the carrier, service provider or partner company, transport, restaurant, campsite or named accommodation. It is normally only considered to be a major itinerary re-routing, a significant change in the duration of your tour or the cancellation of a major excursion.

Tours Latin America will not accept responsibility for changes in flight schedules or departure airports, as this is the responsibility of the airline. However we will endeavor to minimize their effects on your journey.

If advised of a major change before departure, the client will have the choice of accepting the changes, purchasing another tour from *Tours Latin America* or cancelling the tour in accordance with our cancellation policy detailed here, provided that the major change is not a result of situations outside *Tours Latin America's* control or consolidation.

Compensation will be paid as follows:

Period of notification given to you

- More than 42 days: Nil compensation
- 41 to 28 days: \$30 (or equivalent) per person
- 27 to 14 days: \$40 (or equivalent) per person
- 13 days to date of travel: \$50 (or equivalent) per person.

Tours Latin America will not pay compensation if forced to cancel or change your tour because of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, political unrest, host country economic collapse, epidemics or health risks, technical or maintenance problems with transport, closed or congested airports or ports, changes imposed by re-scheduling or cancellation of flights by airlines, the alteration of airlines or aircraft types, or any events beyond the control of *Tours Latin America*. Consolidation (if applicable) refers to the fact that some tours, known as fixed departure tours (not custom itineraries), are dependent upon a minimum number of persons participating.

Tours Latin America is not liable for any penalty charges associated with "supersaver"-type connecting rail or airfares, in the event of a change to a tour departure time, date or airport.

Tours Latin America reserves the right to cancel a tour in any circumstances, but will not cancel a tour less than 8 weeks before departure, except for force majeure, consolidation or the client's failure to pay the final balance. Unless the client fails to pay the final balance, *Tours Latin America* will return all deposits paid, or offer an alternative tour of comparable standard and will

pay compensation on the scale as shown above. No compensation will be paid if cancellation is due to force majeure or consolidation.

10. Extra Notes

As of December 2016 the procedure for entering Peru has changed and you will no longer receive a physical Immigration Card (called TAM – Tarjeta Andina de Migracion) to fill out on arrival. This system is being replaced with a virtual TAM Card which is issued at passport control.

When you approach an immigration agent with your valid passport, which will be stamped, you then need to request your printed virtual Immigration Card before exiting passport control, this will provide physical proof of entry to Peru and your status as a tourist.

At hotels you will be asked to show your passport and TAM to avoid paying the Peruvian IGV tax of 18%. Failure to do so may mean you have to pay this extra tax as only tourists are tax exempt on hotel stays.

Contacts and/or Changes while on Tour

When clients are on tour with us we ask them to contact our representatives on the ground in order to make any last minute changes. All contacts are contained in the document we send to clients prior to travel. Our representatives have 24 hour contact lines/email and are your support whilst on tour.

Our sales office may be closed, and your travel consultant offline therefore a direct request to our representatives will be more efficient. Our office will of course be advised where necessary . The cost of any changes will be the responsibility of the client.

Limited Availability – Fixed Quota Services

Some services and tours have strict, government or private company quotas and / or date and / or route restrictions and as such Tours Latin America cannot be held responsible for not securing such spaces even after final quote, payment from clients and passenger details have been received. Such services cannot be 100% confirmed until actually purchased by the company or its agents and this confirmed to client.

Spaces on, for example, Galapagos and Amazon cruises, specific train services, specific flights, Inca Trail and Huayna Picchu permits etc are very tightly quota / price / date controlled and demand changes hourly or even by the minute depending on the service. Most of these kinds of services cannot be block booked and held in advance. If we cannot secure the exact service or tour a suitable replacement will be sought and if the client is not happy with the alternative offered a refund will be given, less non-refundable charges.