

Booking Conditions

Please take the time to read and understand the conditions of booking and our privacy policy set out below prior to booking a trip with South American Projects S.A.S. We strongly recommend that you also read the Trip Notes relating to your trip prior to booking to ensure that you understand the itinerary and style of the trip you are undertaking.

1. Our contract

All bookings are made with South American Projects S.A.S. – Colombia, By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. Validity

Dates, itineraries and prices are valid from 01 January 2010 until 31 December 2010. Beyond 31 December 2010 dates, itineraries and prices are indicative only.

3. Deposit requirement

You are required to pay a non-refundable deposit of US\$250 for your booking to be confirmed (please note that special deposit requirements apply for some trips). If your booking is made within 30 days of the departure date then the full amount of half of the total price is payable at the time of booking.

4. Acceptance of booking and final payments

Acceptance of your booking will be confirmed by us in writing. This payment is deemed to be confirmation that the Client has read and accepts the South American Projects S.A.S Booking Conditions. Clients booking through a Travel Agent or by telephone, fax, email or online will be deemed to have read the booking conditions and accepted them. Please refer to your booking confirmation invoice for details regarding final payments. Payment of half of the balance of the trip price is due 60 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled and apply the appropriate cancellation charges (see number 8 below). The other half of the total price will be paid on the first day of the trip in Colombia and will be paid in the local currency (Colombian peso) using the official exchange rate of the day. In addition to the trip price you may also be required to pay a kitty as specified for the trip you are taking. This kitty is not mandatory and would be approved or denied on a group decision on the spot. Local Payment of half of the total price of the tour plus any other Local Surcharges must be paid on Day 1 in Colombia. Failure to pay will result in the Client being excluded from the tour without refund

5. Kitty

On some Overland trips you are asked to contribute to a Kitty. The Kitty is a not compulsory on-ground payment put into a central fund and overseen by the group leader member of our staff to cover specific communal expenses determined by the time when the kitty is asked to be paid. It helps fund accommodation, camp meals and some activities not included in the fixed itinerary offered from the beginning of the trip. It is basically a way to cover expenses not included in our tour (such meals or group activities) on a group basis that otherwise you will have to cover independently from your own budget.

6. Your details

In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. If you are 70 years of age or over we also require you to complete and forward a Self-Assessment form. Your booking cannot be confirmed without provision of these details.

7. Late bookings

For any bookings or additional services accepted within 15 days of departure we reserve the right to charge a US\$50 late fee to cover our additional administration costs.

8. Cancellation by the traveller

If you cancel a trip after making a booking you will lose some or all of the money you have paid for the trip. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

- 60 days or more prior to departure, we will retain the deposit;
- between 30 and 16 days prior to departure, we will retain the deposit or 50% of the total booking cost; whichever is greater, and
- Any time after the tour begins, we will retain 100% paid by you in connection with the booking.

Different fees may apply to airline tickets depending on the carrier being used. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation penalties in certain circumstances. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

9. Cancellation by South American Projects S.A.S

We may cancel a trip at any time up to 30 days before departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel a trip you may choose between us applying the amounts paid toward an alternative trip or receiving a full refund discounting the administrative charges. We are not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations or non-refundable flights.

10. Inclusions

The land price of your trip includes:

- all accommodation as listed in the Trip Notes
- all transport listed in the Trip Notes
- sightseeing and meals as listed in the Trip Notes
- the services of a group leader as described in the Trip Notes

11. Exclusions

The land price of your trip does not include:

- international flights
- internal flights not specified
- kitty as specified in the Trip Notes
- taxes and excess baggage charges unless specified
- meals other than those specified in the Trip Notes
- Visa and passport fees
- travel insurance different to the basic travel insurance offered by us during the length of the tour
- Optional activities and sightseeing and all personal expenses

12. Prices and surcharges

Our trip prices are based on currency exchange rates as at December 2009. We reserve the right to impose surcharges up to 30 days before departure due to unfavorable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the first 2% of the additional costs and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund discounting the administrative costs. We will not surcharge any booking for travel within the validity of this brochure once paid in full.

13. Age

Minimum age: For the majority of our trips the minimum age for children is 12. All travellers under the age of 18 must be accompanied by an adult who is responsible for the child's day to day care. Please note we cannot guarantee triple or joining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis. Variations: A minimum age of 18 applies to many of our Overland Adventures, while a minimum age of 5 applies to our Family trips.

Maximum age: For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and a Self-Assessment form is required for all passengers 60 years and over. On many our Overland Adventures a maximum age of 70 applies, however it is open to be discussed and accepted in some cases.

14. Small groups

Our trips are guaranteed to depart once they have four (4) fully paid traveller (unless minimum group size specifically states otherwise); this means at times we can have very small groups.

15. Passport and visas and vaccinations

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates to visit Colombia. Your passport must be valid for 6 months beyond the duration of the trip. According to Colombian immigration policies, few countries are asked for a visa prior arrival including Ireland. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other personal reason. It is the responsibility of the Client to be in possession of any vaccinations and preventative medicines as may be required for the duration of the tour.

16. Travel insurance

Travel insurance is **compulsory** for all travellers in our tours and should be taken out at the time of booking and before arrival to Colombia. At a minimum your travel insurance must provide cover against personal accident, death, medical expenses, emergency repatriation and personal liability, with a minimum coverage of US\$200,000. We also strongly recommend it covers cancellation, curtailment and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your trip; failure to provide this will result in the Client being prevented from joining the tour without refund.

17. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

18. Change of itinerary

While we endeavor to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary. Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a full refund of all monies paid or accepting an alternative tour offered. After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you: Please refer to the Trip Notes for your trip for details of Emergency Funds which you agree to carry, to be used in such instances

19. Authority on tour

Our group trips are run by a tour leader that belongs to our company. The decision of the group leader is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being of the group, the group leader may order you to leave the trip immediately, with no right of refund. You must at all times comply with the laws, customs, foreign exchange and drug regulations of the Republic of Colombia, and you also agree to travel in accordance with our responsible travel guidelines.

20. Acceptance of risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks attendant upon such travel.

21. Limitation of liability

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.
To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
- any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking. Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

22. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your tour leader or local representative in arranging optional activities does not render us liable for them.

23. Errors & omissions

Although we have made a concerted attempt to verify the accuracy of statements made in our trip documentation including brochure, website and Trip Notes we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.

24. Claims & complaints

If you have complaints about your trip please inform your tour leader or our local representative at the time in orders that then they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

25. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding

26. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

27. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (see next title of this page).

28. Consumer protection

All money received as payment for your holidays is immediately deposited in a Clients' Trust Account. Even though the Client Trust Account held in Colombia, is not bound by Colombian regulations; it is just a reflection of the Australian tourism industry legal standards. Your money remains there until your holiday is completed or the services comprising your holiday have been paid for by us. So you can be sure that the money that you pay will be used to cover the cost of your trip because it is safeguarded.

29. Applicable law

The laws of Colombia govern these Booking Conditions and any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Colombia.

30. Registered address

South American Travels S.A.S, Av Jimenez No. 5-16 Of 303, Bogotá, Colombia, South America.
Email: contact@colombiantravels.com

Privacy Policy

We recognize that privacy is important. This document outlines the types of personal information we receive and collect when you use our services, as well as some of the steps we take to safeguard information. We hope this will help you make an informed decision about sharing personal information with us.

Personal information and other data we collect

Information is collected from you primarily to make it easier and more rewarding for you to use our services.

Colombian Travels collects personal information when you register for a service or otherwise voluntarily provide such information. Such as:

- Book a trip with us
- Subscribe to Express, our Email newsletter
- Download or request a brochure or other printed materials.

Colombian Travels does not collect personal information from you unless you provide it to us. This means that you can visit our site without telling us who you are or revealing any personally identifiable information about yourself.

• We may combine personal information collected from you at different times to provide a better user experience, including customizing content for you.

• Colombian Travels server automatically record information when you visit our website, including the pages you visit, your IP address, browser type and language, and the date and time of your visit. We cannot identify you individually from this information. This information is used to make improvements to our site and make it easier to find the information you are looking for.

Uses

- We may use personal information to provide the services you've requested, including sending email newsletters, or sending printed materials to your e-mail.
- We may also use personal information for auditing, research and analysis to operate and improve our services.
- Providing you with notices regarding goods or services that you have purchased or may wish to purchase in the future.
- Providing you with targeted advertising.
- Developing new services and improving the current content and general administration of the site and our services. Improving the quality and design of the site and services to create new features, promotions, functionality, and services by storing, tracking, and analyzing user preferences and trends.
- We may share aggregated non-personal information with third parties outside our company, such as our travel industry partners to better analyse trends and further improve our services.
- We may also share information with third parties in limited circumstances, including when complying with legal process, preventing fraud or imminent harm, and ensuring the security of our network and services.

More information

For more information about our privacy practices, please contact us any time.

E-mail us contact@colombiantravels.com