

TERMS & CONDITIONS

DESCRIPTION OF DOCUMENT: This document is a framework agreement which regulates the delivery of services (tours, routes, experiences, programs, trips or tailor made trips) by **Taroa adventures** so we strongly suggest you read these conditions before you proceed. Please note that it is essential to read and understand the terms and conditions of booking below. Please ensure you have read and understood the itinerary, details, recommendations, restrictions, accommodations, what is included, what is not included and style of the trip/s you are booking. A **Taroa adventures** accepts bookings subject to the following conditions:

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THE CONTRACT: All bookings are made with **Taroa adventures**, By booking a trip with us you are deemed to have agreed to these terms & booking conditions (which constitutes the entire agreement between you and us (**Taroa adventures**)) and your booking will be accepted by us on this basis.

VALIDITY: **Taroa adventures** reserves the right to alter the tour prices at any time before the booking confirmation. All information in the brochures is accurate to the best of our knowledge, but please note that changes to our trips (which can be significant) can and do occur. **Taroa adventures** will make every effort to keep you informed of any changes, but cannot be held liable for any alterations made to the itineraries. Please refer to our website for the most recent update to any trip.

TO SECURE YOUR BOOKING: Acceptance of your booking will be confirmed by us in an e-mail. To secure your booking, we must receive a 50% of the payment of the total tour or trip price. This payment is deemed to be confirmation that the client or traveler has read and accepted the **Taroa adventures** Terms & Conditions. Clients booking through a Travel Agent, by telephone, email or online will be deemed to have read the terms & conditions and accepted them.

For late bookings (less than 120 hours) you must pay in cash USD Dollars or Colombian Pesos (COP) at the start of the trip and at the exchange rate of the day of the trip.

YOUR DETAILS: In order for us to confirm your travel arrangements you must provide all requested details including in the booking form.

CHANGES MADE BY THE CUSTOMER OR TRAVELER: Until we confirm your booking, you can make any changes for free. In case of any changes afterwards, we will calculate on the current prices that may differ from the originally set amount.

CHANGE OF ITINERARY: While we endeavor to operate all trips as described, we reserve the right to change the trip itinerary by external causes that escape our control and may risk your safety during your trip.

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 of the itinerary. When a major change is made you may choose between

accepting the change, or accepting an alternative tour offered, or a price adjustment to your quoted price.

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.

CANCELLATION BY THE CUSTOMER OR TRAVELER: If you cancel a trip after making a booking you will lose some or all of the money you have paid for the trip. If you wish to cancel a trip, you need to provide written confirmation via email, with the understanding that:

- Four (4) days or more prior to departure, we will retain 70% of the total booking cost.
- Three (3) days or less, we will retain 100% paid by you of the total booking cost.

No refunds will be made if you voluntarily leave a trip for any reason after the trip has begun. Refunds will be at the discretion of **Taroa adventures** if you are involuntarily forced to leave a trip for any reason. No refunds will be made for any transport, sightseeing, meals or services not utilized.

CANCELLATION BY TAROA ADVENTURES: We may cancel a trip at any time up before departure if, due to unforeseen circumstances such as natural disasters, political instability or other external events that make it not viable for us to operate the planned itinerary or have a direct effect on your personal safety. 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.

AGE: *Minimum age:* For the majority of our trips the minimum age for children is 12. All travelers under the age of 18 must be accompanied by an adult who is responsible for the child's day to day care.

Maximum age: For our trips we have a 70 years and over as a limit age. We remind you that our trips can be physically demanding.

DEPARTURE GUARANTEED: Our trips are 100% guaranteed to depart once they have been discussed, confirmed and booked by the customer.

VACCINATIONS: 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 trip. We strongly recommend to read the www.colombia.travel website.

TRAVEL INSURANCE: Travel insurance is compulsory for all travelers in our tours or trips 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, we strongly recommend a minimum coverage of US\$100,000. 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.

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.

AUTHORITY AND LOCAL REGULATIONS ON TOUR: Please let the trip leader/guide knows of any problems or dissatisfaction; he/she will usually be able to remedy the situation. If a schedule change is necessary, he/she will ordinarily consult with trip participants. However, on matters relating to the safety and proper conduct of the trip, the leader's decision is final. 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. According to local regulations, any of our clients involved in any sort of child prostitution will face immediate cancellation of any travel arrangements made by our company with no right of refund.

PARTICIPATION CONSENT & ACCEPTANCE OF RISK: By signifying you have read and understood these terms and conditions you confirm as follows: *"I understand that travelling with **Taroa adventures** may involve risk (and rewards) above and beyond those encountered on or more conventional trip, and that I am undertaking an adventures trip with inherent dangers. I understand that I am travelling in geographical areas where, amongst other things, the standard of transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on a conventional holiday. I accept these risk and obligations and I fully assume the risks of travel. I release, indemnify, and discharge to **Taroa adventures** (officers, employees, agents and representatives) on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative from any liabilities connected to these risks to the maximum extend permitted by law"*

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.

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.

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

CLAIMS & COMPLAINTS: If you have complaints about your trip please inform your tour or trip 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 10 days of the end of the tour.

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.

PRIVACY POLICY: Any personal information that we collect about you 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).

APPLICABLE LAW: The laws of Colombia govern these Terms & Conditions and any disputes in connection with a trip or these Terms & Conditions must be initiated in the courts of Colombia.

REGISTERED ADDRESS: Taroa adventures, Manga Neighborhood Cra 19 N° 26-66 Cartagena de Indias, Colombia, South America. Email: info@taroaadventures.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.

Taroa adventures collects personal information when you register for a service or otherwise voluntarily provide such information.

Taroa adventures 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.

Taroa adventures 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
- Developing new services, improving the current content, the general administration of the site, our services, Improving the quality, design of the site and services to create new features, promotions, functionality, services by storing, tracking, analyzing user preferences and trends.
- 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 to: info@taroaadventures.com.

ACCEPTANCE OF TRAVEL CONTRACT

By signing this document, I certify that I know the exact description of the planned journey and I accept this Terms & Conditions by **Taroa adventures**. Acknowledges receipt of all necessary information to make the decision to purchase this travel, information concerning safety and health risks and comply with all administrative requirements of the Colombia.

Signature of Participant _____ Print Name _____

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