

# Latin American Escapes, Inc.

## TERMS & CONDITIONS

**RESERVATIONS & PAYMENT**--To assure confirmation of all tour components, we advise you to book at least 4-6 months in advance. Upon receipt of a \$300 deposit per person, and completed trip application, we will confirm your reservation, providing space is still available. **Deposit amounts may be higher for certain programs or at peak travel times, and exceptions will be noted on the individual "Departure and Price Information" provided for each region.** For passengers requesting a customized trip itinerary, we will provide an itinerary and cost for you after receipt of a \$50 per person non-refundable deposit, which will be credited toward the final trip cost. Once you have authorized the itinerary, and it is confirmed, general deposit and payment policies will apply.

<u>General Payment Schedule</u>	<u>per person</u>
<b>Deposit--At time of reservation:</b>	<b>\$300</b>
<b>2nd Deposit--4 months prior to trip</b>	<b>\$300</b>
<b>Final payment--60 days prior to trip</b>	<b>Balance</b>

Payment for airline tickets is due at the time tickets are issued, but no later than time of final payment.

**Late Payments:** Payments not received in the office of Latin American Escapes by the due date noted on the invoice are subject to a minimum \$25 late payment charge.

**Last Minute Bookings:** Last minute reservations (less than 30 days before departure) will be accepted, subject to availability, if payment has been received, and documents can be delivered. Any special communication costs and delivery charges will be at the client's expense.

**Holiday and/or Peak season conditions:** During peak travel times; holiday seasons; or special festivals; some destinations may require special deposit and advance payment requirements; and impose additional cancellation penalties, minimum night stay requirements, and surcharges.

**Revision Fee:** Revision fees will apply once the initial deposit has been received. Charges will vary based on itinerary, and extent of changes.

**CANCELLATIONS & REFUNDS**--At the time we receive written notification that you must cancel your trip, money will be returned less the following penalties:

<u>Days Prior to Departure</u>	<u>Penalties/per person</u>
<b>60 or more</b>	<b>\$50</b>
<b>30-59</b>	<b>25% of land cost</b>
<b>29-15</b>	<b>50% of land cost</b>
<b>14-0</b>	<b>100% of land cost</b>

**If a particular trip has special cancellation penalties, they will be stated with the trip "Departure and Price Information".** (For example, all Galapagos Islands departures, Belize travel and certain holiday travel destinations & time periods). Departure is defined as the first day of services with Latin American Escapes, Inc. In addition, you are responsible for airfare, extension and transit accommodation cancellation penalties, which are not included in the

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above fees. Payments due at time of cancellation remain the responsibility of the client. No partial refunds will be given for unused hotel rooms, air or land travel, or other sightseeing arrangements. Latin American Escapes, Inc. offers and recommends trip insurance, including trip cancellation and interruption insurance, to protect yourself.

NOTE: For tour packages that include airfare, fees apply to the entire Tour Cost (airfare and land combined).

Latin American Escapes, Inc. reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient sign-up or logistical problems that may impede trip operations. The refund of all land payments received shall release Latin American Escapes, Inc. from any further liability. A canceled trip for insufficient sign-up would usually occur at least one month prior to departure. If a trip is canceled due to Force Majeure (acts of God, war, labor strikes, earthquake, flooding, etc.). Latin American Escapes, Inc. will promptly refund the portion of the trip cost not advanced to suppliers and use its best efforts to recover and refund the balance as soon as possible. However, Latin American Escapes, Inc. does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the institution of any legal proceedings in foreign jurisdictions.

**Claims:** No claim will be considered or pursued and no action will lie against Latin American Escapes, Inc. unless action is taken while on the tour, giving our local office opportunity to rectify the complaint, and written notice or claim is received by LAE, with supporting documentation within 30 days of tour completion. No refunds are given for unused portions of tour components or hotel stays.

**This business is a participant in the Travel Consumer Restitution Corporation (TCRC), CST #2023695-40.**

**California Law requires sellers of travel to have a trust account or bond. This business has a trust account.**

**You, the passenger, may request reimbursement from TCRC if you are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000.**

**A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim and a \$35 processing fee. You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale.**

**You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to (415) 927-7698.**

**For customers located outside of California: This transaction is not covered by the California Travel Consumer Restitution Fund. Registration as a seller of travel does not constitute approval by the State of California.**

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**PRICING**--Prices are based on tariff and currency exchange rates at the time of printing and are subject to change without notice. Hotel and tour prices include service charges unless otherwise indicated at the time of booking. In the event a package feature is not available, LAE reserves the right to make a substitution of comparable value. Hotel prices are based on standard rooms, unless otherwise indicated. On occasion, reservations for hotels and tours may require a booking fee which covers the cost of securing confirmation. Prices are based on a minimum of 2 persons, sharing accommodations, unless otherwise stated.

**INCLUDED**--Hotels, lodges, group camping equipment, meals, transfers, ground transportation, guides, tour leaders, tours and sightseeing as confirmed and pre-paid.

**NOT INCLUDED**--Passport and visa fees; International and domestic airfares except as individually stated; government imposed taxes and fees including but not limited domestic and international departure taxes (varies by country), and applicable passenger facility charges (PFC's), National Park entrance fees and taxes, subject to change without notice; insurance and overtime charges for car rentals; items of a personal nature such as laundry, excess baggage charges, gratuities; medical expenses, costs of hospitalization or evacuation from remote areas, insurance of any kind, and any charges in excess of those covered by the pre-paid package, and not mentioned as being included; additional expenses arising from the delay or extension of a trip due to weather, road conditions, political or civil disputes, sickness, medical emergency, failure of transportation or other causes beyond reasonable control.

**PRE-DEPARTURE INFORMATION**--On receipt of your deposit we will forward to you a packet of pre-departure information. This will include general destination information, a clothing & equipment list, a reading list, medical and immunization information, a recommended personal insurance policy, any necessary visa information, a complete invoice for your trip, optional extension information, and necessary airline confirmations and prices.

**AIRFARES AND RESERVATIONS**--Latin American Escapes, Inc. can make all of your air arrangements. Once you have authorized and paid for the airline itinerary, cancellation penalties, and reissue charges may be charged for any changes. If you make your own arrangements, or use mileage award coupons, it is your responsibility to make sure all flights correspond with the scheduled air and land itinerary.

Money paid to Latin American Escapes, Inc., for air tickets is money paid in trust for the airlines and Latin American Escapes, Inc. can assume no responsibility for fluctuations in price or schedule, and in the event of a default, clients must look to the defaulting airlines or personal Cancellation Insurance for refunds.

**Airline Clause:** The airlines concerned with travel on these trips and their agents are not to be held responsible for any act, omission, or event during the time the passengers are not onboard the aircraft. The passenger ticket in use by the airlines when issued shall constitute the sole contract between the airlines and the passenger and/or purchaser of these tickets. Such conveyance, etc. is subject to the laws of the countries involved. The services of any IATA carrier may be used in the performance of these tours

**MEDICAL & INOCULATIONS**--Certain inoculations such as yellow fever, may be required for travel to certain parts of Central and South America. Other inoculations, as well as malaria

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prophylactics may be recommended for travel to certain areas. As these recommendations and requirements may change, contact your doctor, local Health Department or the Center for Disease Control in Atlanta, GA, and advise them of your itinerary. In addition, we suggest you have a complete physical, and bring to your doctor's attention if you plan to travel to high altitude, tropical environments, and/or expect extreme temperature fluctuation.

**INSURANCE**--Latin American Escapes, Inc. offers, and highly recommends you obtain a personal Travel Insurance Policy that covers baggage, accident/life, evacuation and trip cancellation. Information is provided with your pre-departure packet.

**EQUIPMENT AND BAGGAGE**--Trip participants will receive a recommended packing list for their specific destination. Latin American Escapes, Inc. assumes no liability for loss or damage to baggage or personal property or any charge for excess baggage for any passenger in transit to and from; or while on a Latin American Escapes, Inc. trip. We recommend purchase of baggage insurance.

**TRIP MEMBER RESPONSIBILITY**--Trip members have the responsibility to select a trip appropriate to their health, abilities, and interest. Any person joining one of our trips must personally accept all risks, including those which may not be identified or clarified in advance, inherent to travel in the areas to be visited. Trip member's are held responsible for being in sufficient good health to undertake their selected trip. Trip members are responsible for their own trip preparation by studying all pre-departure information supplied by Latin American Escapes, Inc., and for bringing the appropriate clothing and equipment as recommended for their destination and type of trip. Trip members are responsible for accessing information on any current travel advisories & warnings issued by the US State Department through the information provided in their pre-departure information.

**LIMITATION OF LIABILITY**--Latin American Escapes, Inc., gives notice that it acts only as agents for the owners, contractors and suppliers providing means of transportation and/or all other related travel services and disclaim all liability for property loss or damage, and/or any and all damages resulting from death or personal injuries, including loss of services which may be sustained on account of, or rising out of, by reason of, or while engaged on any trip, automobile, bicycle, boat, vehicle, inn, common carrier, campsite, train, aircraft, interaction with other participants, or otherwise caused by failure, delay or by any transportation company due to any cause whatsoever occurring during a tour under its management, sponsorship, procurement, or otherwise. Latin American Escapes, Inc. is not responsible for errors and omissions contained in its brochures, nor is it liable for acts of God, fire, acts of governments and other authorities, wars, civil disturbances, riots, terrorist actions, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, epidemics, quarantines, discrepancies or changes in transit or hotel services over which it has no control, dangers incident to sea, land or air travel and OTHER SIMILAR ACTS OR INCIDENTS BEYOND ITS ABILITY TO CONTROL. All tickets, coupons, vouchers, and orders are furnished and issued subject in all respects to these terms and conditions and to any and all terms and conditions under which the means of transportation, or other services provided thereby are supplied by owners, operators, or public carriers for whom Latin American Escapes, Inc. acts solely as agents. On advance of deposit to Latin American Escapes, Inc., the depositor agrees to be bound by the above terms and conditions. Latin American Escapes, Inc. reserves the right to decline to accept any individual as a trip member for any reason whatsoever.