

COLOMBIA WHITEWATER TERMS AND CONDITIONS

We at Colombia Whitewater value you highly as a customer. We will do our utmost to provide a friendly atmosphere whilst having with a fun, relaxing and safe experience. The following are the terms and conditions of participating with us. Please always endeavor to comply with them because they are necessary to successfully participating with us and enjoyment of your tour.

GENERAL CONDITIONS:

- Colombia Whitewater observes strict health & safety procedures, however when dealing with nature there always exists an element of risk. Please be aware that kayaking does carry a small degree of risk.
- By booking or participating in a tour and any related products or services with Colombia Whitewater, you agree to these Terms & Conditions.
- Safety instructions will be given before every tour; all our guests must agree to follow these instructions.
- Colombia Whitewater or our guides cannot be held responsible for personal injury, equipment loss or damage when this is caused as a consequence of not following instructions given.
- We reserve the right to make changes to the schedule or to cancel any tour or arrangement due to health, safety and weather conditions.
- We reserve the right to make changes and adjustments to these terms and conditions without prior notification to any client. We will do our utmost to fulfill the terms that you agreed upon when booking. Cancellation policy is not changeable.
- We recommend all guests to have their own personal travel / medical insurance.
- By paying for a trip we will assume that any client have read and agreed to our terms and conditions.
- Please be aware that, though we believe the client is, most of the time, right, we adhere to our company policy and maintain the right to refuse service to anyone who refuses to adhere to the conditions contained in this or any of our other documents.

BOOKING AND ACCEPTANCE OF RESERVATION:

Your booking is confirmed and a contract begins when we issue you a written (electronic) confirmation of the deposit you made with us. Please ensure you check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passports.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to us prior to making a booking.

PAYMENT:

At the time of booking, an invoice will be sent and a lifetime deposit of 1000 Euros is to be transferred to make the booking official on your behalf as well as on ours. The rest of the sum due has to be transferred 90 days before your tour date.

CANCELLATION BY YOU

After booking your trip, you have a 10 days penalty free cancellation period. This 10 days grace period should be used to confirm your travel permissions. If you decide to cancel your trip within this 10 days period, we will refund your deposit less costs for banking fees, currency exchange and other pecuniary expenses already incurred by us as a result of your booking.

Notice of cancellation should be given in writing, which could be through an electronic channel.

When you cancel the tour after the 10 days penalty free period, you will have to pay the following costs in accordance with how much time has elapsed from the date of your booking and the date of your cancellation:

90 days or above to the start of the tour: loss of deposit.

90-31 days to the start of the tour: forfeiture of 50% of total booking amount.

30-15 days to the start of the tour: forfeiture of 75% of total booking amount.

15 days or less to start of the tour: forfeiture of 100% of total booking amount.

If you decide to leave before the end of a trip, you will not be entitled to a refund for the rest of the tour.

The provisions above equally apply to other costs such as rental of kayak or paddle.

CANCELLATION BY US:

For your, and our own, safety, we may decide to cancel a trip because of the occurrence of an adverse event or existence of an adverse condition, which include, but are not limited to: strikes, industrial action, wars, terrorism, riots, sickness, quarantine, government intervention, weather conditions, or other untoward occurrences, whatever they may be.

In the event that we cancel a trip for your and our safety, where circumstances allow, we may join you up with another trip or issue you a complete refund of the remainder of the trip. The refund covers only the cost of trip and does not include costs made by you for airfare, visa, vaccinations and other associated costs.

In the event of civil unrest in a particular region, we shall endeavor to inform our clients of the situation as soon as we are aware of it.

If we do not get a minimum of 3 participating clients, we reserve the right to cancel a trip. You will be notified 60 days prior to the start of trip.

FORCE MAJEURE:

Sometimes, changes to the trip may be caused by forces completely beyond our control. We do not accept responsibility for delays or cancellations caused by war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, technical problems with transport, closure or congestion of airports or ports, adverse weather conditions, acts of God, and similar events beyond our control.

CHANGES IN ITINERARY:

We have the right to alter itinerary when we think it is necessary for the safety of client and staff. Trips could be changed on the bases of water-levels, weather conditions, logistical issues, abilities and wishes of the group. We are proud of our flexibility and this fits perfectly into the Colombian culture.

MINIMUM PARTICIPANTS:

We do have a minimum number of 3 participants for our trips to take place. After booking, you will be notified when we reach this number. However, the maximum number of participants for two staff members is restricted to 7 participants.

PASSPORT AND VISA:

Upon entry into Colombia, persons coming from the EU, USA, Australia, Canada, and Britain are granted a stay for up to 90 days. Please ensure that your passport is valid for at least 6 months. Those coming from other countries are advised to contact the embassy to get information about current visa regulations.

LEVEL OF FITNESS, KAYAK ABILITIES:

We offer trips at different levels. During each trip there will be days-off in order to rest the body and have time to explore other great locations in Colombia off the river. Nevertheless, we will spend full days on the river, and have an occasional hike to or from the river. A normal fitness level is required. We desire to enjoy the river and not watch over your head.

You should ensure you book your trip according to your skill and fitness levels.

If a client does not meet the minimal requirements to be able to kayak on the rivers (WW class III-IV) and made a mistake by booking a trip over his skills, we can decide to suspend the person from participating in the tour for his own safety and the safety of the rest of the group. The suspension could be for a day, any longer time period, or even the whole tour. When in doubt of the classification you fall under, contact us to clarify before making the reservation. We will not refund your payment, if you are unable to join the trip because you chose the wrong classification.

Please advise your guide if you have any physical conditions that may affect your enjoyment of the tour.

MATERIALS:

On the trip, you will be provided with the possibility to rent a kayak and paddle from our fleet. You are responsible for providing the rest of your gear. However, the gear you provide should be in accordance to the packing list we will provide to you. You should ensure that the paddling gear is in good shape.

We acknowledge that using another person's kayak is a tricky affair and damaging it could lead to adverse consequences, especially in a country like Colombia where it is difficult to procure gear. On this basis, if you damage a boat beyond repair, you will have to pay for its replacement. The amount you pay shall depend on the age and state of the boat. In situations where we use boats provided by a third party company, their terms will apply.

RESPONSIBILITY:

We do not take responsibility for damage to goods, injury, loss, theft, flight delays, phone costs, and other associated losses (monetary or otherwise) which might occur during your trip.

REST-RISK:

We try all we can to maximize your safety during your stay in Colombia. Nevertheless, there is always a rest-risk. We sometimes depend on third parties in rendering our services, for example by using local transportation, which do not always accord with western standards. We are not responsible for accidents or risks in these cases.

PERSONAL MEDICATIONS:

Some medications could be hard to find in Colombia. You are advised to bring the ones you need with you that will be enough for the length of your stay in Colombia.

PHOTOS AND VIDEOS RELEASE:

During our trips, we may take photos and/or record videos of you for promotional purposes. You acknowledge that we may use these photos and/or videos for promotional and commercial purposes without any remuneration to you.

TRAVEL INSURANCE:

Your reservation on a trip with us does not include insurance of any type. Please organize good travel insurance for the trip to Colombia. We strongly advise you to book cancellation insurance for unforeseen circumstances. As we will be practicing outdoor sports, please make sure your insurance covers this. Medical evacuation and repatriation insurance is **COMPULSORY** as part of your travel insurance in the unlikely event that you are hurt on the trip.

VACCINATIONS AND BUGS:

You are advised to have the following vaccinations up to date before traveling to Colombia: Hepatitis A and B, typhoid, Rabies, yellow fever. Depending on the time of the year, malaria could be a threat at a low level in San Gil. In San Agustin, there is no threat of Malaria. You are advised to get the latest information on Zika virus before beginning your trip. Current Zika information can be found at: <http://wwwnc.cdc.gov/travel/destinations/clinician/none/colombia>

When making your booking it is implied and accepted that you have read and understood all these booking conditions and have agreed to abide by them.

PRIVACY POLICY:

Due to the nature of our services, it is necessary to collect and store a certain amount of personal and financial information. By providing us with address, personal and financial information, you consent to the storage of this information for a period of time deemed appropriate by us. Personal information includes, but is not limited to, your first name, last name, passport number, phone number, billing address and email address. Financial information includes, but is not limited to, your card account number, card expiration date and cardholder name.

Your personal and financial information, generally, will be kept safe and not disclosed to third parties. However, you consent to us sharing your personal and financial information to third party service providers for the purpose of providing their services. Our third party service providers include, but are not limited to: hotels, banks or other financial institutions, transporters and travel agencies.

We assure you that the disclosure of your personal and financial information will only be done when expedient to the provision of our services.

We shall only use your email to communicate with you and send you periodic newsletters (which you can always unsubscribe to by emailing us).

If you discover any mistake or error while using our website, kindly contact us and we will endeavor to clarify the mistake or error immediately.

In using your information, we are guided by the following principles:

- information is used fairly and lawfully
- information is used for limited, specifically stated purposes
- information is used in a way that is adequate, relevant and not excessive
- information is accurate
- information is kept for no longer than is absolutely necessary
- information is handled according to people's data protection rights
- information is kept safe and secure