

- **Our Contract:** All bookings are made with Tiuque Expediciones (us/we). By booking a tour with us you are deemed to have agreed to these Terms and Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis.

- **Day Tours: Cancellation policy** In order to reserve for a day tour, we will require you to send us your credit card details. Cancelling your booking does not involve any costs if it is being cancelled 24 hours or more prior to the pick up hour of your trip (e.g. 10.00 am). In case of cancellation 24 hours or less before the scheduled pick up and/or in case of non-appearance, we will charge 100% of the total costs to your credit card.

- **Day Tours: Payments** Your credit card details are required to book a tour with us. These details are used to hold the tour, payment is in cash in Chilean pesos on the day of the tour. In case you wish to pay in cash in USD, the currency rate of 600 applies (i.e. 100.000 clp = 166 USD).

- **Longer Tours: Cancellation policy & Payments** Once you choose to purchase your proposed itinerary, a deposit of 50% of the total trip cost is required in order to confirm reservation. Payment in full is due 6 weeks prior to departure. Failing to complete payment at that time may result in the cancellation of your reservations and loss of the down payment. If for any reason you need to cancel your trip, the reservation deposit will be returned minus a trip cancellation fee. For this reason, Tiuque Expediciones strongly recommends trip cancellation insurance. If the client leaves the trip early, irrespective of the reason, he or she has no right to receive a refund of any kind. All cancellations must be in writing. The following cancellation fees apply:

- Minimum fee: \$200
- 4 to 3 weeks prior to departure: 30% of the total tour cost
- 2 weeks prior to departure: 50% of the tour cost
- 1 week or less prior to departure: 100% of the tour cost

- **Force Majeure** Should a tour be impaired, endangered or impossible to complete due to circumstances beyond the control of Tiuque Expediciones (war, strike, demonstrations, epidemics, earthquakes, upheavals, etc.) the client and Tiuque Expediciones both have the right to end or modify the tour. This is also the case should a tour be ended or modified due to exceptional circumstances or accidents (avalanche danger, extreme weather conditions, return due to injury of a client, etc. ). In case of unexpected breakdown of machinery Tiuque Expediciones will provide an equivalent alternative.

- **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 tour is representative of the types of activities contemplated, but it is understood that the route, schedules, sightseeing, activities, flights, itineraries, hotels, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

- **Insurance** It is highly recommended to arrange personal travel insurance for your trip, covering accidents, medical costs, repatriation costs and loss of or damage to property. Tiuque Expediciones should be informed of the details of this insurance (name of insurance company, identification number of the client) in order to be able to assist more efficiently in case of an emergency. It is worth considering that some aspects of nature are unpredictable and that we must be prepared for any inconvenient circumstances. We will send you a liability form along with your invoice.

- **Limitation of Liability** Tiuque Expediciones contracts with a network of companies, government agencies and individuals to assist in the running of our tours 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 tour, or any breach of the Terms and 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 tour; and
  - any condition or warranty which would otherwise be implied by law into these Terms and Conditions (Implied Warranty), is excluded.
- **Photos and Marketing** You give us your consent to use images of you taken during the tour 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.
- **Optional Activities** Optional activities not included in the tour price do not form part of the tour or this contract. You accept that any assistance given by your tour guide or local representative in arranging optional activities does not render us liable for them.
- **Acceptance of Risk** Depending on the tour you choose, you acknowledge its adventurous' nature and participation involves a degree of personal risk. You will be visiting places where the geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information of 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.