



VIAJAR LO CAMBIA TODO



Chaska TOURS

San Agustín | Bogotá | Cartagena

Terms & Conditions 2020 - 2021



ADVENTURE TRAVEL
TRADE ASSOCIATION



**Miembro
Acotur**
Asociación Colombiana
de Turismo Responsable



Arbeitsgemeinschaft
LateinAmerika



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San Agustín (Huila), Colombia. NIT 900.501.425-1

RNT: 13120



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CHASKA TOURS SAS acts as an intermediary between users and the entities or persons involved in providing services of air or ground transportation, lodging, food or any other services contracted through your travel agent and / or tourism enterprises. CHASKA TOURS SAS agrees to comply with the confirmed services, with the exceptions specified in these terms and is not responsible for the failure of such entities in implementing their obligations, nor for contingencies arising from strikes, weather conditions, delays, earthquakes, quarantine, as well as material, personal or moral damage, which might suffer loss by the passenger, damage or theft of baggage, or by accidents, illnesses or deaths. All the users must claim directly with the companies providing the failed service, in which CHASKA TOURS SAS will work as intermediary. These "Terms and Conditions" are governed by rules of civil and commercial law and other applicable laws.

RATES

Our prices are subject to change without notice, due to a change in the cost of any item or exchange rate variations. VAT does not apply to foreign customers that accomplish the regulation to apply to this exemption. To apply to the exemption, passengers should manifest a "travel & leisure" (*ocio, vacaciones, turismo*) purpose of travel when asked by the immigration officer in the airport or other border line that he/she uses to enter to the country. The officer will stamp passengers' passport with the PIP-5 stamp. Different stamps or different travel purposes manifested to the immigration officer, may cause the exemption does not apply to the passenger. In that case, Chaska Tours SAS and any other tourist service supplier, should charge the VAT over the price paid by the passenger for each service.

DOCUMENTATION

All passengers must carry the necessary personal documentation. The Operator assumes no responsibility for the information, withdrawal and refusal of visas.

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GENERAL DATA PROTECTION REGULATION

These are the terms and responsibilities that as tour operators concern us about the processing of personal data of citizens of European Union countries (such as Name, Date and place of birth, Nationality, Gender, Passport , Telephones, Electronic mail, Banking data) necessary for the maintenance of the commercial relationship in actions such as operating services requested by the interested party and billing them, as well as doing after-sales service.

Purpose of data processing: the aforementioned personal data will be used exclusively for the purpose of operating tourist services requested by the interested party. These data will not be shared with third parties unless this is necessary to guarantee the provision and billing of tourist services contracted.

Chaska Tours SAS will maintain confidentiality with respect to personal data that it has had access under this contract (contracting and payment of tourist services), even after the contract ends.

Rights of the owners of the data: the holders of the data, are entitled during the time in which Chaska Tours SAS and / or its collaborators have them stored, access, rectification, deletion and portability of the same. To apply any of these rights, the owners of the data can communicate with Mr. Rene Suter at info@chaskatours.co.

Storage of the data: the aforementioned personal data will be stored and protected by the personnel in charge of Chaska Tours SAS and will be deleted after two years from the date of termination of the service. The collaborators must commit themselves to the storage and elimination of the data at the end of the same period and guaranteeing the security and confidentiality of the same.

CANCELLATIONS, CHANGES AND REFUNDS

Up to **14 days before the start of the tour**, the user can cancel the contract and the services requested. CHASKA TOURS SAS charges a cancellation fee of 10% for administrative charges if the contract does not have conditions indicating otherwise. The penalty for cancellation of flights, hotels or any other special services that have been booked and/or paid through us is subject to the conditions of the cancellation policy of the hotel/airline or other company used (see next



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title). If these conditions provide for a cancellation fee, this will be charged regardless of the 10% mentioned above.

If the contract is cancelled **between 14 and 7 days before the start of the tour**, CHASKA TOURS SAS charges a cancellation fee of 50% if the contract does not have conditions to the contrary. The penalty for cancellation of flights, hotels or any other special services that have been booked and/or paid through us is subject to the conditions of the cancellation policy of the hotel/airline or other company used (see next title). If these conditions provide for a cancellation fee, this will be charged regardless of the 50% mentioned above.

If the contract is cancelled **7 days before the start of the tour**, or the passenger fails to report for service ("No Show"), no refund will be given unless otherwise stated in the tour conditions.

Any change of name, travel date or services requested by the passenger once the itinerary has been confirmed will be dealt with individually by the CHASKA TOURS SAS representative in charge of assisting the passenger. CHASKA TOURS SAS will not charge additional fees for the requested changes, except for those charged by the hotel/airline or other company, as well as those that may arise from the difference between the services originally contracted and those that are intended to be modified.

In case of force majeure (e.g. pandemic, etc.) decreed by the Colombian government or by any government entity of the passenger's country of origin and which involves the cancellation of the contracted services, even if this is done in a period of less than 14 days, we will only charge the expenses already incurred and which cannot be reimbursed due to specific conditions of the hotel/airline or other company. We will not charge any expenses on our behalf.

These cancellation, exchange and refund conditions apply during the following period:

- **Booking period: 1 August 2020 to 31 December 2020.**
- **Travel period: 1 August 2020 to 15 December 2021.**

FLIGHTS AND OTHER SPECIAL SERVICES

CHASKA TOURS SAS acts as an intermediary between the passenger and the airline for the purchase of air tickets when requested. Once the tickets are reserved, confirmed and paid for by

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the passenger, the change, cancellation and/or refund policy that applies for these services is directly that of the airline with which the flights were contracted and not that detailed in the previous title "CANCELLATIONS".

The same happens when the passenger contracts through CHASKA TOURS SAS services that have special change, cancellation and/or refund policies (such as a minimum stay of nights, or a cancellation penalty different from the one established in the previous title "CANCELLATIONS"). In this case, the CHASKA TOUR SAS representative will inform the passenger, upon reservation and confirmation of the services, of the special policies that apply to them, and will proceed to confirm the services upon the passenger's authorization.

COMPLAINTS

They must be written and sent by e-mail to: info@chaskatours.co.

SERVICES

Additional terms and conditions may be applied to reservations, services and other sections of the website, according to the specific service provider and you as the user agree to accept these terms that will be specified promptly.

CONCORDANCE

When contracting any travel program marketed by CHASKA TOURS SAS, the client and / or passenger declares that he knows and approves all terms of these "General Conditions" and conditions described in the prospectus or travel schedule in the project-specific travel plan. There cannot be made any speculative, false or fraudulent reservations. The client assumes that has sufficient legal age to use this medium and accept legal and financial obligations involved. Also agrees that is aware of all the responsibilities arising from the use of the services of CHASKA TOURS SAS caused by the client or third parties.

The information, products and other services published on this and in other documents may contain inaccuracies and typographical errors. CHASKA TOURS SAS, its suppliers and collaborators update periodically the information changes. As a condition to use our services, the client warrants that will not conduct any unlawful or prohibited activity of these terms, conditions and requirements listed above.

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CHASKA TOURS SAS

- is not responsible for the consequences: war, strikes, thefts, epidemics, quarantine, weather or other misfortune and circumstances beyond our control, while the passenger is enjoying the services of our company.
- reserves the right to change an itinerary and / or individual booking and reservations in hotels if necessary, for passenger safety and proper operation of the tour due to unforeseen circumstances determined by the company.
- acts only as agent to owners and operators of hotel accommodations, transportation companies, attractions and other service providers.
- reserves the right to change booked / published hotel of our programs to equal or better category if the circumstances so require.
- abides by the publication in its tourism products the Law 679 issued by the Congress, with provisions which are given to prevent and counter exploitation, pornography and sex tourism with minors. In accordance with the provisions of this act, all persons must prevent, block, tackle and denounce the exploitation, housing, use, publication, dissemination of images, texts, documents, audio visual archives, use of global information networks, or establishment telematics links of any kind related to pornography or allusive to sex of children. Failure of the above, could lead to criminal liability and / or administrative action.

The Colombian law applies.



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Rates and services availability subject to change without prior notice.

Chaska Tours SAS, abides by Law 1336 of 2009 and resolution 3840 that complements Law 679 of the Congress of the Republic publishing in its products and tourist information, the provisions that are given to prevent and combat exploitation, pornography and sex tourism with minors. According to these forecasts we must all prevent, avoid and denounce the exploitation, storage, use, publication, distribution of images, texts, documents, audiovisual files, use of global information networks or any other telematic link related to pornography or allusive to the sexuality of minors. Failure to comply with this regulation may have consequences of criminal liability and / or administrative actions.

Chaska Tours S.A.S. it is subject to the liability regime of Law 300 of 1996, Decree 53 of 2001, Law 1101 of 2006, Decree 2438 of 2010, and other regulations, where its quality as an intermediary is indicated as a Travel Agency. Chaska Tours S.A.S. is committed to Sustainable Tourism in compliance with Law 17 of 1981 and Law 1333 of 2009 whose purpose is to prevent the illegal trafficking of species of flora and fauna, as well as the laws Law 63 of 1986, Law 1185 of 2008 on Illegal Traffic of Cultural Property, Law 2811 of 1973 on the National Code of Renewable Natural Resources and protection of the environment, Law 0584 of 2002 where the wild species that are threatened in the national territory are declared and Law 379 of 1997 General Law of Culture respectfully handling information about the different attractions and activities related to the country's cultural and natural heritage.

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