



OFF COLOMBIA'S BEATEN TRACKS SINCE 2005



**Chaska**  
**TOURS**

San Agustín | Bogotá | Cartagena

## Terms & Conditions

Last update: 1st of November 2023.  
Validity: until 25th of December 2024.

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

Emergency phone: +57 318 393 1897  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)



OFF COLOMBIA'S BEATEN TRACKS SINCE 2005

**Chaska Tours S.A.S.** acts as an intermediary between users, entities, and/or individuals involved in providing air or land transportation services, accommodation, food, or any other service contracted through their travel agent and/or tourist service provider. Chaska Tours undertakes to provide the confirmed services, taking into account the exceptions specified in these terms, and is not responsible for the non-compliance of those entities with their obligations, as well as for contingencies resulting from strikes, weather conditions, delays, earthquakes, quarantines, as well as for personal or moral damages, losses suffered by passengers, damage or theft of luggage, or accidents, illnesses, and deaths. All users must claim directly from the service providers for the failed service, in which case Chaska Tours will serve as an intermediary. These "Terms and Conditions" are regulated in accordance with civil and commercial rules, as well as other applicable laws.

## DEPOSITS AND PAYMENTS

Our prices are subject to change without prior notice, due to a change in the cost of any service or variations in the exchange rate. VAT does not apply to foreign clients who comply with the regulation for this exemption. To qualify for the exemption, passengers must declare a travel purpose of "travel and leisure" (leisure, vacation, tourism) when requested by the immigration officer at the airport or another border crossing they use to enter the country. The officer will stamp the passengers' passport with the PIP-5 seal. Different stamps or different travel purposes declared to the immigration officer may cause the exemption not to apply to the passenger. In that case, Chaska Tours and any other tourist service provider must charge VAT on the price paid by the passenger for each service.

To confirm services, Chaska Tours requires a deposit of 30% of the total itinerary price. In certain circumstances (e.g., during peak season or when special services are contracted), which Chaska Tours will communicate to the client/traveler in advance, a higher deposit may be necessary.

The availability and prices of the services quoted in the travel itinerary may change and will not be confirmed until the client/traveler accepts the itinerary and makes the deposit payment.

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

**Emergency phone: +57 318 393 1897**  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)



OFF COLOMBIA'S BEATEN TRACKS SINCE 2005

The balance of the reservation must be paid 30 days before the start of the journey (or 45 days in high season), with the reservation considered canceled and the corresponding service charges applied if payment is not made within the established period. For bookings made within the 30 days before the start of the journey (or 45 days for high-season bookings), full payment is required to confirm services.

The client/traveler assumes all bank costs related to the payment of the contracted services.

## CHANGES

All requests for modification or cancellation of services must be communicated in writing to the Chaska Tours representative who prepared the itinerary or sent via email to [info@chaskatours.co](mailto:info@chaskatours.co). Name changes, travel date changes, or services requested by the passenger once the itinerary is confirmed will be handled individually by the Chaska Tours representative responsible for assisting the passenger. Chaska Tours will not charge additional fees for requested changes, except those charged by the hotel/airline or other company, as well as those that may arise from the difference between the originally contracted services and those intended to be modified.

Chaska Tours will do its best to manage the requested changes but does not guarantee that they can be made.

After the itinerary is fully paid and the reservation is confirmed, Chaska Tours will do everything possible to operate the itinerary as contracted. Services are requested and confirmed to be so. However, Chaska Tours works with independent providers such as airlines, hotels, and local transportation and activity operators, over which it has no direct control, so changes to the itinerary may occur.

Chaska Tours will communicate any changes as soon as possible to the client/traveler and offer alternatives of similar or better quality, or a partial or full refund for the modified/canceled service. In cases of force majeure described below, no compensation will be paid, and the resulting costs will be borne by the client/traveler.

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

Emergency phone: +57 318 393 1897  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)



OFF COLOMBIA'S BEATEN TRACKS SINCE 2005

## CANCELLATIONS AND REFUNDS

Cancellation expenses will be applied based on when the request is received from the client/traveler and the travel start date, as follows:

- If the client/traveler cancels the trip **up to 45 days before the travel start date (60 days if the travel start date is in high season)**, Chaska Tours will charge a cancellation fee of 15% of the total contract value for administrative charges, if the contract does not have specific conditions indicating otherwise.
- If the contract is canceled **between 44 and 21 days before the travel start date (between 59 and 31 days if the travel start date is in high season)**, Chaska Tours will charge a cancellation fee of 50% if the contract does not have conditions indicating otherwise.
- If the contract is canceled **20 days before the travel start date (or 30 days if the travel start date is in high season)**, or if the passenger fails to show up for the services ("No show"), no refund will be provided unless otherwise stated in the specific conditions of the agreed contract.

## NOTES ON FLIGHTS AND OTHER SPECIAL SERVICES

Chaska Tours acts as an intermediary between the client and the airline for the purchase of air tickets when requested by the client. Once the tickets are reserved, confirmed, and paid for by the client, the change, cancellation, and/or refund policy that applies to these services is directly that of the airline with which the flights were booked and not the one detailed in the above section "CANCELLATIONS."

The client/traveler is responsible for checking in for their flights at least 24 hours before the flight departure. Chaska Tours is not responsible for missed flights due to arriving late at the airport, flight overbooking (this is the airline's responsibility), or if the client/traveler has not checked in on time.

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

Emergency phone: +57 318 393 1897  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)



OFF COLOMBIA'S BEATEN TRACKS SINCE 2005

The cancellation or changes to air tickets are not the responsibility of Chaska Tours, as well as any claims related to seat assignments, overbooking, labor strikes, changes in flight schedules, delays, cancellations, refund requests, or the insolvency or bankruptcy of an airline.

Chaska Tours is responsible for the activities and excursions detailed in the final itinerary before the start of the journey. The excursions and activities that the client/traveler decides to purchase at any time from a local provider or a third party will not be part of their contract with Chaska Tours, and the client/traveler will enjoy them according to the terms and conditions of that third party.

When the client/traveler contracts services through Chaska Tours with special change, cancellation, and/or refund policies (such as a minimum stay requirement or a cancellation penalty different from the one established in the section above "CANCELLATIONS"), the Chaska Tours representative will inform the client upon reservation and confirmation of the services about the special policies that apply and will proceed to confirm the services upon client authorization.

In any case, the cancellation penalty for flights, hotels, or any other service that has been reserved and/or prepaid through us is subject to the cancellation policy of the hotel/airline or other contracted company. If these conditions stipulate a particular cancellation fee, it will be charged independently of the percentage that Chaska Tours will charge as the cancellation fee mentioned above for each case.

## SEASONS

**Low Season:** Travel dates between February 16 and November 30, excluding Holy Week, July 1 to September 1, and local festival dates that may vary in each destination.

**High Season:** January 1 to February 15, Holy Week, July 1 to August 31, and December 1 to December 31.

For travel dates during high season, please consult us for prices and service availability before making the reservation.

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

**Emergency phone: +57 318 393 1897**  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)



OFF COLOMBIA'S BEATEN TRACKS SINCE 2005

## DOCUMENTATION

All passengers must carry the necessary personal documentation during their journey. Chaska Tours assumes no responsibility for information, loss, or visa denial.

## PROTECTION OF PERSONAL DATA

The client/traveler, freely, expressly, and unequivocally grants consent and agrees with the Personal Data Protection Policy described below, regulated by Law 1581 of 2012, and partially by Decree 1377 of 2013, to carry out personal data processing activities. This includes collection, storage, use, circulation, and/or deletion, for the fulfillment of the purposes of Chaska Tours' Personal Data Processing Policy.

These are the terms and responsibilities that, as a tour operator, concern Chaska Tours regarding the processing of personal data (such as name, date and place of birth, nationality, gender, passport, phone numbers, email, banking information) necessary for maintaining the commercial relationship in actions such as operational services requested by the interested party and billing for these, as well as the completion of after-sales service.

**Purpose of data processing:** The purpose of processing the collected data is related to the development of Chaska Tours' corporate purpose, so the personal data will be used exclusively to operate the tourist services requested by the interested party. This data will not be shared with third parties unless necessary to ensure the provision and billing of contracted tourist services. Chaska Tours will maintain confidentiality regarding the personal data to which it has had access under this contract (hiring and payment for tourist services), even after the contract ends.

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

Emergency phone: +57 318 393 1897  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)



OFF COLOMBIA'S BEATEN TRACKS SINCE 2005

Chaska Tours may share your data with service providers for your trip and use it for security checks, satisfaction surveys, market studies, statistical analysis, and to send you communications about news, information, and/or offers. The data provided to Chaska Tours may be disclosed to public authorities, such as customs and immigration, credit or security companies, debit and credit card companies, and government and security agencies if required by these or the law.

**Rights of data owners:** Data owners have the right, during the time Chaska Tours and/or its collaborators have them stored, to access, rectify, delete, and port their data. To exercise any of these rights, data owners can contact Mr. Rene Suter at [info@chaskatours.co](mailto:info@chaskatours.co).

The maximum term for processing the request will be fifteen (15) business days from the day following the date of receipt of this. If it is not possible to address the claim within this period, Chaska Tours will notify the interested party of the reasons for the delay and the date on which the claim will be addressed. The process cannot exceed eight (8) business days following the expiration of the first term.

**Data storage:** The aforementioned personal data will be stored and protected by Chaska Tours' personnel and will be deleted after two years from the date of completion of the service.

## COMPLAINTS AND CLAIMS HANDLING

Any complaint, claim, as well as changes or special requests from the client/traveler, can be submitted in writing to the Chaska Tours representative and/or to the email address [info@chaskatours.co](mailto:info@chaskatours.co).

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

Emergency phone: +57 318 393 1897  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)



OFF COLOMBIA'S BEATEN TRACKS SINCE 2005

## ACCEPTANCE

By applying to participate in any of the travel itineraries offered by Chaska Tours, the client and/or the traveler declares that they are aware of and approve all the terms of these "General Terms and Conditions," as well as the conditions described in the brochure, itinerary, or customized travel plan offered. We do not accept speculative, false, or fraudulent reservations. The client and/or the traveler acknowledges that they are of legal age to accept the legal and financial obligations that this document and the contract or travel itinerary imply. The client and/or the traveler agrees to all responsibilities resulting from the hiring of Chaska Tours' services, both for themselves and third parties.

Chaska Tours, its collaborators, or service providers assume no responsibility for costs, injuries, damages, deaths, losses, accidents, or delays affecting any person or property resulting directly or indirectly from (i) acts or omissions of any person, provider, operator, or entity supplying any goods or services included in the itinerary, or (ii) force majeure factors such as thefts, labor disputes, mechanical breakdowns, quarantines, government regulations or measures, weather conditions, strikes, accidents, fires, floods, political unrest, wars, terrorism, pandemics, epidemics, wildlife interactions, criminal activities, force majeure, or other causes beyond our control. By making a reservation with us, the client/traveler waives any claims against Chaska Tours for such costs, damages, or inconveniences.

If circumstances beyond Chaska Tours' control, as described above, require modifying or terminating the itinerary after departure but before its completion, the company will not be liable for any compensation or reimbursement for incurred expenses. Chaska Tours recommends that the client/traveler purchase adequate travel insurance.

Although Chaska Tours will do everything possible to ensure the safety of the client/traveler, the trip is undertaken at the client/traveler's own risk, and the company accepts no responsibility or obligation for the passenger's safety or health conditions.

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

**Emergency phone: +57 318 393 1897**  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)





OFF COLOMBIA'S BEATEN TRACKS SINCE 2005

Any medical condition that the client/traveler considers important must be notified to Chaska Tours before the start of the journey. Likewise, the client/traveler must be in good health and have the appropriate experience if engaging in outdoor activities and/or adventure sports.

## RESPONSIBILITIES OF CHASKA TOURS

Chaska Tours commits to maintaining high-quality standards in all accommodations, locations, and experiences during the provision of services. However, it is important to note that quality, hygiene, accommodation, and transportation standards in Colombia may differ from those in other parts of the world. Chaska Tours strives to maintain relationships with reputable providers. In the event of any complaints in this regard, the contract will be considered fulfilled if the services meet local standards.

The descriptions and information about products and services regarding destinations, airlines, hotels, and other providers provided by Chaska Tours to the client/traveler are based on the most recent information available at the time of publication but may contain typographical errors or inaccuracies.

Chaska Tours complies with the publication in its tourism products of Law 679 issued by Congress, with provisions aimed at preventing and countering exploitation, pornography, and sexual tourism involving minors. In accordance with the provisions of this law, all individuals must prevent, block, address, and report the exploitation, accommodation, use, publication, dissemination of images, texts, documents, audiovisual files, the use of global information networks, or the establishment of telematic links of any kind related to pornography or alluding to the sex of children. Failure to comply with the above could result in criminal liability and/or administrative action.

Chaska Tours reserves the right to modify any or all parts of these conditions at any time and without prior notice.

**Colombian law applies.**

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

Emergency phone: +57 318 393 1897  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)



OFF COLOMBIA'S BEATEN TRACKS SINCE 2005

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.

[info@chaskatours.co](mailto:info@chaskatours.co)

+57 311 2714802 / +34 665 026 857

Emergency phone: +57 318 393 1897  
Only for customers travelling

Somos miembros de: / We are proud members:



[www.chaskatours.co](http://www.chaskatours.co)