

# Terms and Conditions

**Boogaloo Travel accepts bookings subject to the following conditions:**

## 1. Your Contract with Boogaloo Travel Terminology

Group trips are Budget Trips or Level Up Trips. Add-ons are any extra services including but not limited to: pre and post trip transfers, hotels and city tours; single room surcharge and extra excursions

## b. Deposits & Charges

Deposit for group trips up to 29 nights in length: 25% of your total trip payment; the charge for a change of departure date and/or component per person per component: US\$125; See clause 3a.

The charge for a single room is US\$250 on the Budget Full Loop and US\$350 on the Level Up Full Loop. The charge for a single room is US\$125 on the Budget South Loop and Budget North Loop, and US\$175 on the Level Up South Loop and Level Up North Loop.

## c. Flights

All flights in conjunction with your trip will be purchased with money from your 25% deposit and are non-refundable. Flights to and from Colombia must be purchased in addition to your booking with Boogaloo Travel by yourself.

## d. Contract

To secure a booking Boogaloo Travel requires a non-refundable deposit priced as above, per person, per component. Full payment is required if travel is due to commence within 60 days. This payment is deemed to be a confirmation that the client has read and accepts the Boogaloo Travel booking conditions. Clients booking through a travel agent or by telephone, fax, email or online will be deemed to have read the booking conditions and accepted them.

A booking is accepted and becomes definite only from the date when Boogaloo Travel has confirmed acceptance by issuing an invoice. Errors or omissions on the invoice may be subsequently amended after advising the client in writing. It is at this point that a contract between Boogaloo Travel and the client comes into existence. Before your booking is confirmed and a contract comes into force, Boogaloo Travel reserves the right to increase or decrease prices. Boogaloo Travel reserves the right to decline any booking at our discretion. The contract is between Boogaloo Travel and the client, being all persons named on the booking as travelling or intending to travel with Boogaloo Travel.

The person making the booking (which is subject to these terms) warrants that he or she has full authority to do so on behalf of all persons named, and confirms that all such persons are fully aware of and accept these conditions. The contract, including all matters arising from it, is subject to Colombian law and the exclusive jurisdiction of its respective courts. No employee of Boogaloo Travel other than a director has the authority to vary or omit any of these terms or promise any discount, reward or refund.

## 2. Payment of Components

The balance of all monies due, including any surcharges applicable at that time, must be paid not later than 60 days before departure. In the case of non-payment of the balance by the due date Boogaloo Travel will treat the booking as cancelled by the client and apply the appropriate cancellation charges. Local payments plus any local surcharges must be paid on day 1 in the destination of travel or as instructed in the documentation or by local staff. Failure to pay will result in the client being excluded from the component without refund. Local surcharges are non-refundable for any unused elements of the component. Refer to clause 6 for further details.

## 3. Changes

### a. Changes by You

A change of departure date and/or component to another must be requested in writing by the person who made the original booking. It must also be accompanied by the administration charge per person per component (plus additional deposits if applicable), unless the request is within 60 days of departure, in which case cancellation charges will be applied as detailed in clause 4.

Any changes to add-ons must be confirmed in writing by the person who made the original booking and must be

accompanied by the administration charge per booking in addition to the cost of any add-ons required. Whilst every reasonable effort will be made to accommodate changes and additional requests their availability cannot be guaranteed. Changes to add-ons already booked will incur the administration charge. Add-ons may be added up to one calendar month before departure without charge however.

### b. Changes by Boogaloo

While Boogaloo Travel will use its best endeavours to operate all components as advertised, by entering into this contract the client accepts that it may prove necessary or advisable to vary or modify a component itinerary or its contents due to prevailing local conditions. Boogaloo Travel reserves the right at any time either before or during a component to cancel or change any of the facilities, services or prices described (including flights, transport, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes. If a major change is known to us, the client will be told at the time of booking. If a major change becomes necessary Boogaloo Travel will inform the client as soon as reasonably possible if there is time before departure. The definition of a major change will depend on the individual component and circumstances and is at the sole discretion of Boogaloo Travel. When a major change is made the client will have the choice of accepting the change of arrangements, or within seven days notification of the change, purchasing another available component or cancelling the component and obtaining a full refund, provided that the major change is not because of force majeure. Force majeure is war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, disease, fire or adverse weather conditions, technical or maintenance problems with local transport or Boogaloo Travel vehicles, changes imposed by cancellation or rescheduling of flights by an airline or main charterer, the alteration of airline or aircraft type, or other similar events beyond the control of Boogaloo Travel. Boogaloo Travel is not liable for any penalty charges associated with non-refundable airfares, in the event of a change to a component departure time, date or airport. All costs incurred due to force majeure, such as transport, communication, accommodation, food or other similar items will be passed to the client by way of local surcharges. See clause 6

## 4. Cancellation

### a. Cancellation by You

The client may cancel the booking at any time provided that the cancellation is communicated to Boogaloo Travel in writing. Written notification is essential even if verbal notification of an intention to cancel has been given. Bank charges for transferring refunds will be deducted from the amount refunded to the client who chooses to cancel a trip or component. Cancellation charges will be applied as shown below calculated from the day written notification is received by Boogaloo Travel. In addition to the charges shown below all flights purchased in addition to or in conjunction with your component are non-refundable and you will be liable for the cost of a new ticket if required. The date used for calculating cancellation charges will be the date of departure of each component booked and will apply to all subsequent package services booked. Group trips or add-ons: 60 days or more: forfeit of all deposits\*. 59 - 28 days: 50 per cent of total cost. 27 days or less: 100 per cent of total cost.

\*In addition to any flight or similar deposit paid plus any charges in Clauses 1 & 6. If the reason for cancellation is covered by the insurance policy, you may be able to reclaim these charges. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilised. Clients who have booked 2 or more group trips will be subject to the above conditions based on the start dates of each group trip booked. Any discounts or rewards received due to booking additional group tours will be deducted from the refund amount owing for the cancelled group tour or invoiced separately if further payment is required.

### b. Cancellation by Us

Boogaloo Travel reserves the right to cancel a component in any circumstances but, except for force majeure or the client's failure to pay the final balance or one of the

conditions detailed in Clause 5, will not cancel a component less than 28 days before departure. Unless the client fails to pay the final balance Boogaloo Travel will, upon cancellation, return all monies paid excluding payment for travel insurance and administration charges or offer an alternative component of comparable standard.

## 5. Minimum Numbers

Boogaloo Travel sets its own minimum numbers for group tours based on logistics and will operate tours once minimum numbers have been reached. Boogaloo Travel's minimum numbers are 2 persons.

Where minimum numbers have not been achieved on a given departure that has not been designated as guaranteed, Boogaloo Travel may choose to either operate the group tour with below minimum numbers or cancel the group tour and pay compensation as follows:

More than 28 days: A full refund of monies paid but no further compensation. 27 - 14 days: A full refund of monies paid and a 5 per cent discount on the land cost of a similar replacement group tour (see below).

13 days or less: A full refund of monies paid and a 10 per cent discount on the land cost of a similar replacement group tour (see below).

Notes: Refunds, rewards and discounts referred to here apply only to group tours cancelled within 28 days as a result of failure to achieve minimum numbers. A replacement group tour may be any group tour selected from Boogaloo Travel up to the value of the original group tour booked. Refunds, rewards and discounts apply to the cost paid for the land content only and exclude local payments, surcharges, add-ons insurance premiums and administration charges.

## 6. Prices & Surcharges

All prices published in printed brochures and other printed media are "from" prices only and may vary from time to time due to exchange rates, operational costs or travel seasons or years. Correct prices are published on the Boogaloo Travel website and are valid at the time of booking. No refunds are payable if the price is subsequently reduced and all prices may be subject to surcharges as set out below.

Boogaloo Travel reserves the right to increase the component price and / or local payment to take account of the following items: entrance charges, government action, currency, operations costs, transportation costs, including the cost of fuel, over flight charges, airport charges and increases in scheduled airfares. Boogaloo Travel will not surcharge if the increase is less than 2 per cent of the component price (excluding local payments). Boogaloo Travel may apply the full costs of a surcharge if the increase is 2 per cent or more of the component price (excluding local payments). If the surcharge results in an increase of more than 10 per cent of the component price (excluding local payments) the client may cancel the booking within seven days notification of the surcharge and obtain a full refund. The above conditions do not apply in the following circumstances:

a) In the event of local flight cancellations, overbooking or rescheduling of departure days and times, Boogaloo Travel reserves the right to pass on any extra costs to the client. In such cases, the client will have the choice to wait for the next available scheduled flight and miss some trip services included or pay any additional costs associated with upgrades or chartering aircraft as a substitute by way of local surcharges.

b) Increases in Tayrona Park or similar entrance charges to Aviatour sites and associated operating costs which will be passed to the client by way of local surcharges as the increases occur.

## 7. Travel Insurance

Travel insurance is mandatory for all clients travelling with Boogaloo Travel. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the component and loss of component monies through cancellation or curtailment of the component for insurable reasons. Boogaloo Travel is not able to assist clients in obtaining a suitable insurance policy. Clients should ensure that there are no exclusion clauses

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limiting protection for the type of activities in their component. The travel insurance cover automatically provided with credit card purchases does not provide adequate cover as standard. Proof of adequate insurance will be requested at the start of your component, failure to provide this will result in the client being prevented from joining the component without refund.

## 8. Passports, Visa & Vaccinations

It is the responsibility of the client to be in possession of a valid passport, visa permits, vaccinations and preventative medicines as may be required for the duration of the component. Information about these matters or related items is given in good faith but without responsibility on the part of Boogaloo Travel.

## 9. Age, Fitness & Participation

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen group trip as described by Boogaloo Travel. Clients are also expected to accept that the components described constitute "adventure travel" and that travel to and facilities in developing countries will not be to similar standards which they may be accustomed to at home. Boogaloo Travel does not provide luxury travel. Minors (those under 18 years of age) are accepted on some group trips (unaccompanied with parental consent) operated by Boogaloo Travel at our discretion provided they are accompanied by a parent or guardian who accepts full responsibility for them.

Boogaloo Travel has recommended ages for participation in group trips which act as a guide only. The Budget and Level Up travel style is limited to 18 to 35 years however occasionally Boogaloo Travel may authorise clients outside these ages to travel if they meet certain criteria. Boogaloo Travel reserves the absolute right to decline a booking at their discretion.

Clients agree to accept the authority and decisions of Boogaloo Travel's employees, local leaders, and agents whilst on trips with Boogaloo Travel. If in the opinion of such person the health or conduct of a client before or after departure appears likely to endanger the safe, comfortable or happy progress of a component the client may be excluded from all or part of the component. In the case of ill health Boogaloo Travel may make such arrangements as it sees fit and the associated total costs of these arrangements including expenses of Boogaloo Travel must be paid for by the client. If a client is excluded as above or chooses to leave of their own free will or leaves due to ill health or any other reason there will be no refund of the component price, add-ons, surcharges, local payment or any local surcharges. All services forming part of the whole package booked will be forfeit though may be recoverable through your travel insurance in some circumstances.

## 10. Local Laws

All participants in components operated by Boogaloo Travel are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve Boogaloo Travel of all obligations that they may otherwise have under these booking conditions.

## 11. Illness & Disability

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the component. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the component in which case all monies paid will be forfeit.

## 12. Complaints

If the client has a complaint about any of the component arrangements the client must bring it to the attention of the local leader or other representative of Boogaloo Travel at the time so that they may use their best endeavours to rectify the situation. It is only if Boogaloo Travel is made aware of any problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the client's ability to claim compensation from Boogaloo Travel being extinguished or at least reduced. Should the problem remain unresolved a complaint must be made in writing to [laura@boogalootravel.com](mailto:laura@boogalootravel.com) within 28 days of the completion

of the trip or all claims for compensation will be forfeit. Boogaloo Travel will endeavour to acknowledge correspondence within 14 days of receipt, and to provide a detailed response to any letter of complaint within 28 days of receipt.

## 13. Our Responsibilities

The components operated or supplied by Boogaloo Travel have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of personal risk and exposure to potential hazards over and above those associated with normal "package travel". All bookings are accepted on the understanding that such risks and hazards are appreciated by the client and that they undertake all components, services, treks, optional excursions and other activities at their own volition.

a) Where the client does not suffer personal injury, Boogaloo Travel accepts liability should any part of the component arrangements booked with Boogaloo Travel not be supplied as described and not be of a reasonable standard. In such a case, Boogaloo Travel will pay reasonable compensation if the component arrangements had been adversely affected but will pay no compensation if there has been no fault on the part of Boogaloo Travel or its suppliers and the reason for the failure in the component arrangements was due to force majeure, the client's fault, the actions of someone unconnected with the component arrangements or could not have been foreseen or avoided by Boogaloo Travel or its suppliers even if all due care had been exercised.

b) Where the client suffers death or personal injury as a result of an activity forming part of the component arrangements booked with Boogaloo Travel, Boogaloo Travel accepts responsibility unless there has been no fault on Boogaloo Travel's part or its suppliers and the cause was due to force majeure, the client's fault, the actions of someone unconnected with the component arrangements or one which neither Boogaloo Travel nor its suppliers could have anticipated or avoided even if all due care had been exercised.

These conditions are issued on the sole responsibility of Boogaloo Travel and have been compiled with reasonable care. They are not issued on behalf of, and do not commit any airline whose flights form part of the arrangements. Where air travel on inclusive components is provided by scheduled carriers, their responsibility is limited in accordance with their conditions of carriage.

## 14. Flight Bookings

Boogaloo Travel will use its best endeavours to ensure that all flight prices and pre-paid taxes are correct at the time that they are quoted. Airlines reserve the right to amend or withdraw fares without prior notice. Once a deposit is paid on an airfare, it guarantees that a booking is being held for you, it does not guarantee the fare. The fare can only be guaranteed when the flight booking has been paid for in full by Boogaloo Travel and a ticket has been issued. Flight bookings cannot be transferred.

## 15. Website & Advertising Material

The information contained on our website and in other advertising material is believed correct to the best of our knowledge at the time of publication. Errors may occasionally occur and information may subsequently change, therefore please ensure you check all details of your chosen component (including the price) with your travel agent or us at the time of booking. Boogaloo Travel cannot be held responsible for any error, omission or unintentional misrepresentation that may appear on our website or in other advertising material.

## 16. Privacy Policy

In order to process bookings Boogaloo Travel is required to collect certain personal details from you. These details will usually include the names, age and addresses of party members as well as special requirements such as those relating to any disability or medical condition that may affect the holiday arrangements. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass some information on to the relevant suppliers of your travel arrangements (airlines, hotels, transport companies etc.). Such suppliers may be outside continental Europe if your holiday is to take place or involve suppliers outside these countries. The information may also be

provided to security or credit checking companies, public authorities such as customs / immigration if required by them, or as required by law.

Once you have travelled with Boogaloo Travel, you will be asked to complete a client questionnaire where we will collect details about you and the tour you travelled on. You may also be asked to review your tour on trusted review websites or we may share these reviews with trusted review websites on your behalf.

Social Media: If you make use of any Boogaloo Travel social media features, either on our website, an App or otherwise through a social media provider, we may access information about you via that social media provider in accordance with their policies. When using a social media feature and if you have chosen to include it in your social media account, we may access information such as your name, profile picture, gender, birthday, email address, town or district and any other information you have chosen to make available.

Depending on the privacy settings of you and your friends, we may access information that you provide to a social media provider regarding your respective locations ("Location Data") to provide you with relevant content.

Please note that your Location Data may also be shared with your friends on a social media provider in accordance with your privacy settings for that social media provider. We may also access information from social media providers about your use of an App that we run on their website.

Photographs, Video & Testimonials: Any image or video taken by any person during your holiday that contains your image or likeness may be used by Boogaloo Travel for promotional and marketing purposes without charge in all media including but not limited to brochures, website and social media channels. Written feedback supplied to Boogaloo Travel may also be used in print and online for marketing and advertising purposes. Additionally any photographs, video and text sent to Boogaloo Travel must be the client's own and by sending it, the client agrees that Boogaloo Travel can use it for advertising and marketing purposes.

Except where expressly permitted by the Colombian Data Protection Law 2012 (Ley 1581) Boogaloo Travel will only deal with the personal details you provide as set out above unless you agree otherwise. We may make contact with you or members of your holiday party by post, email, social media or telephone for the purposes set out. We will also use your information to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future then please let us know as soon as possible. If we do contact you by email about our new brochures or special offers, you will also be able to unsubscribe yourself from our database at this time.

Boogaloo Travel will assume that you do not object to being communicated with unless you have previously opted out or contacted us.

## 17. Boogaloo Travel Company Information

Boogaloo Travel is incorporated in Colombia with limited liability.

Registered office: Calle 5, No 3-75, Casa 14, Conjunto San Sebastian, Chia, Cundinamarca, Colombia

Company Registration Number:

IVA Number:

**Issue Date: 31. March 2015**