



## **BOOKING CONDITIONS**



### **BOOKING TERMS & CONDITIONS**

By booking a tour with Late Bolivia you ("Client") acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

### **THE BOOKING CONTRACT**

Your booking is confirmed and a contract exists when Late Bolivia issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report us about any incorrect or incomplete information immediately. Please ensure that names are exactly as stated in the relevant passport. You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to Late Bolivia.

### **SPECIAL REQUIREMENTS**

Any special requirements must be disclosed to Late Bolivia at the time of booking, we will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed at the time of booking, Late Bolivia cannot guarantee that dietary needs or restrictions can be accommodated.

### **AGE REQUIREMENTS**

Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. Late Bolivia will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behavior, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. Late Bolivia does not provide care services for



minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).



## **REQUIRED MEDICAL INFORMATION**

You must provide any medical information reasonably requested by Late Bolivia, it is mandatory for certain Tours. If you have any pre-existing medical conditions which may impact their ability to travel, participate in a Tour, travel to remote areas without access to medical facilities or may adversely affect the experience of others on your Tour, you must inform Late Bolivia with a letter signed by a licensed and practicing physician prior to or at the time of final payment for the applicable booking.

Late Bolivia reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a Tour.

Late Bolivia reserves the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where the Tour Operator determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

Pregnancy is considered a medical condition and must be disclosed to Late Bolivia at the time of booking, Late Bolivia may refuse to carry pregnant women over 24 weeks.

In the event that you do not provide medical information reasonably required by the deadline indicated above, Late Bolivia reserves the right to cancel your booking and all applicable cancellation fees will apply.

You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. Late Bolivia does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

Travel with Late Bolivia may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in Bolivia varies and Late Bolivia makes no representations and gives no warranties in relation to the availability or standard of medical facilities.



## **MANDATORY INSURANCE REQUIREMENTS**

You must have travel insurance with a minimum medical, evacuation and repatriation coverage of US\$50,000 covering all applicable dates of travel with Late Bolivia. This insurance must cover personal injury and emergency medical expenses. You are strongly recommended to extend your coverage to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any Tour offered by Late Bolivia and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

## **PRICES, SURCHARGES AND TAXES**

The published price of the Tour is subject to change at any time, before or after booking confirmation, before departure. After a confirmation invoice has been issued by Late Bolivia, Late Bolivia reserves the right to impose surcharges on the booked tour for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable Tour; however Late Bolivia will only do so where the increase in question is greater than 5% of the original price paid for the products or services. Upon learning of the necessity to impose a surcharge in accordance with this section Late Bolivia will provide notice to you as soon as reasonably possible.

From time-to-time Late Bolivia may offer reduced pricing on certain products or services, reduced pricing applies only to new bookings.

## **VALIDITY**

All dates, itineraries and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance these Terms. You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services booked, please keep permanent email contact with the sales executive in charge of your booking.



## **DETAILS REQUIRED FOR BOOKING**

As a condition of booking, you must provide the information requested by Late Bolivia along with final payment. If you fail to provide all required information prior to the date on which full payment is due, a fee will be charged for any costs incurred as a result of your failure to provide the required information, also Late Bolivia reserves the right to treat your booking (or the relevant component of your booking) as cancelled and levy any cancellation fees deemed reasonable in its sole discretion. Late Bolivia will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

## **AIRFARE**

Tour prices do not include international or other airfare unless expressly mentioned in the Tour's descriptions. Quotes provide an estimate only and are not a firm price commitment. Late Bolivia acts only as a sales agent for the applicable air carrier and the air carrier terms and conditions apply to the purchase and use of the air travel ticket. Please consult the air carrier's applicable terms and conditions and conditions of carriage for complete information including applicable cancellation terms, Late Bolivia it is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.

## **FINAL PAYMENT & ACCEPTANCE OF BOOKING**

The confirmation sent by Late Bolivia will contain details of final payment required for any booking. If full payment is not received by the applicable due date established to each tour, Late Bolivia may, at its sole discretion, change the rate payable for the booking, or treat the booking as cancelled and retain a pre-payment paid on booking as a cancellation fee. If, for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to you prior to booking and will also be detailed on the applicable invoice.

Late Bolivia is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you.

## **CANCELLATION BY THE PARTICIPANT**

You may cancel your booking by notifying Late Bolivia. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received and are



expressed as a percentage of the total price paid for the cancelled Tour. Any refund, if it corresponds, will be executed discounting banking or money transaction costs.

Cancellation of a Tour:

Cancellation received between 30 and 17 days before departure of the tour: an amount equal to 80% of the final price will be refunded.

Cancellation received between 16 and 8 days before departure of the tour: an amount equal to 50% of the final price will be refunded.

Cancellation received between 7 and 3 days before departure of the tour: an amount equal to 20% of the final price will be refunded.

Cancellation received between 2 days before departure of the tour: not refundable.

## **GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY THE TOUR OPERATOR**

Late Bolivia guarantees that all scheduled Tour departures booked and secured with a total payment will depart as indicated on the applicable confirmation, subject to reasonably itinerary changes as described in these Terms or good faith, health and safety concerns. This guarantee is not applicable in the case of Force Majeure. If a Tour is cancelled before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from Late Bolivia: a substitute Tour of equivalent, lesser or superior value; or a full refund.

Late Bolivia is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, Late Bolivia reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, Late Bolivia will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, the Late Bolivia may provide you with a refund for the Tour determined in its discretion.



## **TRAVEL DOCUMENTS**

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant



governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel with Late Bolivia as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by Late Bolivia that is a direct result of your failure to secure or be in possession of proper travel documentation. Late Bolivia does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that Late Bolivia is not responsible for any errors or omissions in this information.

## **FLEXIBILITY & UNUSED SERVICES**

You acknowledge that the nature of the tours requires flexibility and acknowledges that they will permit reasonable alterations to products, services or itineraries by Late Bolivia. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of Late Bolivia (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of Late Bolivia, including your removal from a Tour because of your negligence or breach of these Terms.

## **CHANGES**

Late Bolivia may modify your itinerary where reasonably required in its sole discretion. If Late Bolivia makes a change materially that affects the character of a product or service in its entirety (a "Material Change"), the Late Bolivia will provide notice to you as soon as reasonably possible, provided that there is sufficient time to do so before departure. If a Material Change is made 20 days before you may choose to: accept the Material Change; book another product or service of equal value; cancel the amended product or service and receive a full refund for the land-only portion of the applicable tour, accommodation refund will depend on the provider's policies.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of the Late Bolivia. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with Late Bolivia, whether or not such expenses arise from a change of itinerary, and Late Bolivia is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. Late Bolivia will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.



Changes made by you: You are responsible for ensuring that information provided to Late Bolivia is accurate and up-to-date. Any changes to your name on any booking are subject to Late Bolivia's approval. Any changes to a booking depend on availability and are subject to Late Bolivia's approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 10 days of departure of the first tour or service on the applicable booking.



## **ACCEPTANCE OF RISK**

You acknowledge that the products and services offered by Late Bolivia may involve a significant amount of risk to your health and safety. By traveling with Late Bolivia you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases Late Bolivia from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by Late Bolivia.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, participation in "extreme sports" or other high-risk activities, or travel to regions with developing infrastructure. Standards of hygiene, accommodation and transport in certain countries where Tours take place are often lower than the standards you may reasonably expect in your home country or region. You agree that Late Bolivia is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of the Late Bolivia (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, Late Bolivia may terminate your travel arrangements on any product or service immediately at your expense and without any liability on Late Bolivia's part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel





arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by Late Bolivia or the Late Bolivia's suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of Late Bolivia and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither Late Bolivia nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to Late Bolivia as soon as possible in order to provide Late Bolivia the opportunity to properly address such complaint. You agree to inform your guide, another representative of the Late Bolivia's customer service department directly.

### **LATE BOLIVIA IS NOT LIABLE FOR THIRD PARTY SUPPLIERS**

Late Bolivia makes arrangements with accommodation providers, activity providers, airlines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although the Tour Operator takes all reasonable care in selecting Third Party Suppliers, the Tour Operator is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and Late Bolivia does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

Late Bolivia is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party other than the tour operator and its employees. Late Bolivia is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.





## **LIABILITY**

Late Bolivia shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against Late Bolivia for any such loss, damage, injury, or death.

In the event that any loss, death, injury or illness is caused by the negligent acts or omissions of Late Bolivia or of the Third Party Suppliers of any services which form part of the booking contract then Late Bolivia limits its liability, where applicable by all applicable international conventions.

Notwithstanding anything to the contrary elsewhere in these Terms, the Tour Operator will not in any circumstances be liable to you for any loss or anticipated loss of profit, loss of enjoyment, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability Late Bolivia may incur for the negligent acts or omissions of its suppliers will be limited to a maximum of the price which you paid for the applicable Tour, not including insurance premiums and administration charges. Where this relates to loss or damage to luggage and other personal possessions then Late Bolivia liability will not exceed \$1,000 USD. Late Bolivia will not at any time be liable for any loss of or damage to valuables of any nature. You agree that you will be precluded from making a double recovery by making the same claims and seeking recovery against Late Bolivia and its suppliers, contractors or other third parties.

## **FORCE MAJEURE**

Late Bolivia will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Late Bolivia failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint,



fire, extreme weather or any other cause whatsoever beyond the reasonable control of Late Bolivia; or an event which Late Bolivia or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

