

Terms and Conditions

These Terms and Conditions create a contractual relationship between **WASINKU** and you, the customer/traveler/participant in the vacation package provided by **WASINKU**. After reading this entire agreement ("The Agreement") you must sign a copy of each page as your acceptance of the Terms and Conditions and return them to us along with your completed booking form and deposit/final full payment.

Escorted Journeys/small group itineraries

Hotel accommodation: **WASINKU** offers double rooms for double occupancy in four or five star properties. Single rooms can be reserved at a supplementary cost. Clients may request upgrades to Jr. suites/Suites at the time of booking and pay the additional cost.

Trip manager: The services of a bilingual trip manager during the trip who will liaise with local guides, restaurants and places of interest visited.

Sightseeing: The services of local English/Spanish speaking guides as shown in the itinerary. Entrance fees are included to the specific places of interest mentioned in each itinerary.

Luggage: All transportation and transfer of one normal size Pullman suitcase per person and one piece of carry on size hand luggage per person. The traveler will be responsible for overweight charges imposed by an airline or air-charter company. **WASINKU** shall have no responsibility or liability for your luggage.

Reservations & Payments: Early reservation is recommended due to our small group size. Deposits and all payments may be made by bank transfer or credit card (Visa, MasterCard, American Express, Diners Club)

Payment terms

At the time of reservation	\$500.00 per person
45 days prior to arrival	Balance due

Cancellation policy: The cancellation policy is applicable to escorted and custom land arrangements. Written notice of cancellation must be received by mail, fax or email within the time periods described below, and cancellation fees are payable as follows:

45 days or more before departure:	\$500, 00 per person
44 to 30 days before departure:	25% of the journey cost
30 to 15 days before departure:	50% of the journey cost
15 days or less and en-route:	100% of the journey cost

Pricing & Changes: Escorted journey prices include planning, handling and operational charges and are based on current rates of exchange at the time of the itinerary design. Up to the date of departure date **WASINKU** reserves the right to increase tour prices without notice in the event of international currency fluctuations, fuel increases or any other unexpected increase in state or local taxes/tariffs.

Cancellations by WASINKU: **WASINKU** will do its best to operate the proposed itineraries but many aspects of the program are outside of our control. We reserve the right to make alterations to the proposed touring schedule. The right is reserved to substitute hotels, restaurants, golf courses, spas, and all other venues indicated in a touring schedule if we consider it to be necessary. A departure will be cancelled in the case of force majeure, major events, political or natural that adversely affect international travel patterns, events that endanger travelers or if circumstances beyond our control render them so.

The right is reserved to cancel an Itinerary with a minimum required number of participants that is under-subscribed 45 days prior to the departure date. Should a program be cancelled we will inform you as soon as possible about the cancellation by email/fax/letter. **WASINKU** is not responsible for additional expenses that may occur as a result of the cancellation such as visa fees, vaccinations, airline cancellation fees and pre/post trip arrangements.

Refund of traveler's trip deposit/or full payment is the limit of **WASINKU** liability in such event.

UNUSED SERVICES ESCORTED JOURNEYS and SMALL GROUP ITINERARIES: Refunds will not be paid for any services, meals, accommodation provided in the per person cost not utilized by you.

If you make any changes to any portion of your journey after you have departed, the cost of such changes will be completely at your own expense.

Passports' / Visas: The customer is responsible for obtaining any travel documents and / or verifying entry requirements necessary for each country of travel/or transit on your selected itinerary. Country entry laws differ with respect to each traveler's citizenship. **WASINKU** will not obtain personal travel documents for customers or assume responsibilities for notice of countries' current requirements. The customer is required to obtain his/her necessary travel documents.

Travelers' health: Itineraries vary in pace, but in general travelers should be in good physical and mental health. **WASINKU** will make reasonable efforts to accommodate the special needs of its travelers. Please inform us of any physical disabilities or limitations when you make a booking. **WASINKU** reserves the right to decline to accept or retain on any trip any person as a passenger should such person's health or mental condition or physical infirmity or general department impede the operation of the itinerary or affect the rights, welfare, health, safety or enjoyment of other travelers. Refund of any unused land services is the limit of **WASINKU** liability in such event. It is the traveler's responsibility to judge the appropriateness of the itinerary/activities to their physical capabilities. A doctor's release to travel for travelers of a certain age or with special disabilities may be required for certain programs/itineraries.

Travelers' responsibilities: The use of cell phones and smoking while traveling in group transportation, during group meals and during other group activities is strictly prohibited. Provision will be made for frequent stops where both cell phone use and smoking are permitted. A traveler, who is disruptive, endangers the group or the travel experience or breaks local laws may be removed from the journey/itinerary at their own expense. No refund of unused journey days will be due.

Health & inoculations: Immunization requirements vary from country to country. Please consult your personal physician and/or local public health board. Required inoculations, if any, must be recorded by the traveler's health practitioner on a valid vaccination certificate which the traveler must carry for proof of inoculation where required.

Cost of escorted journeys and small group itineraries do not include: Air transportation; airport taxes; passport and visa expenses; laundry, alcohol, internet connection charges, telephone/fax charges; health, accident, baggage and trip cancellation insurance, gratuities for any personal services; gratuity to the trip manager and driver and any other item of a personal nature not listed as included.

Limits on WASINKU responsibilities: **WASINKU** And its affiliates, owners, partners, officers, agents, employees, contractors and subcontractors (hereinafter referred to as **WASINKU**) in this paragraph purchase transportation, hotel accommodation, restaurant services and other services from various independent suppliers that are not subject to its control. Neither **WASINKU**, nor any associate organization, agent, employee, contractor or sub-contractor shall be held liable for any act, default, injury, (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of **WASINKU**, (owners, partners, officers, agents, employees, contractors and sub-contractors or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, **WASINKU** will

not be liable for delays in departure or interruption of the vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion or any causes beyond the control of **WASINKU**. In no event will **WASINKU** be responsible for incidental, consequential or special damage or loss suffered by any person. **WASINKU** maximum liability, for any reason whatsoever, will be limited to the amount paid to **WASINKU** for its services. By making arrangements for hotel accommodation, transportation, guide services, restaurant services **WASINKU** is not acting as principal but only as agent for the companies, corporations, or persons providing or offering the means of transportation, accommodation, guide services, restaurant services. To the extent **WASINKU** shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation, accommodation, guide services and restaurant services.

Release of liability

In consideration of the services and arrangements provided by **WASINKU**, you, for your-self and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify **WASINKU**, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled vacation package and any activities conducted in conjunction therewith.

YOU SPECIFICALLY UNDERSTAND THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF **WASINKU**.

EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL PUNITIVE OR EXEMPLARY DAMAGES.

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against **WASINKU** its owners, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever. In consideration of participating in my vacation package, my signature on my booking form is proof that I have, on the date shown, read and understood this document and I acknowledge that it affects my legal rights and agree to be bound by its terms. My signature also confirms I relieve and indemnify **WASINKU**, its owners, officers, directors, employees, agents, contractors and subcontractors from any liability for personal injury, property damage and or loss or wrongful death which I might suffer during my participation in my vacation package.

I accept the full terms and conditions of **WASINKU**.

Signature

WASINKU

Quito - Ecuador

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