



Lipiko Tours (LT) defines the General Terms and Conditions of Sale (GTCS) depending on the specifics of its trips. Any purchase of a tour implies acceptance of the GTCS. In case of contradiction between the GTCS figured in the program or the brochure and the website, the GTCS on the website shall prevail.

## 1 – REGISTRATION AND PAYMENT

### 1.1. Registration

Any adult can register for our trips with our sales team (in the agencies or by phone) or via our website [www.lipiko.com](http://www.lipiko.com). Your registration is final after receipt of the complete registration document (RD), dated and signed or validation of the RD on our site by the online registration process (subject to confirmation by LT, considering the aptitudes, especially the physical conditions required by these trips).

### 1.2 Terms of payment, according to each case:

a) For all registration to our tours

- More than 35 days before departure, a deposit of 35% of the total price of the tour as well as 100% of any plane tickets is required at registration and the balance no less than 35 days before departure;

- Less than 35 days before departure the total price of the tour is required

All our quotes are valid for one (1) month and are subject to changes depending on the date of purchase. For all tours offered, a registration fee of 15 € per traveller is charged and for tailor-made tours a registration fee of 30 € per traveller is charged. Furthermore, in case of registration less than 5 days before departure additional last-minute charges of 50 € per person will apply. For all payments, an invoice will be sent no later than 15 days following any collection. The balance of any tour can include extra services requested by the customer and should it be necessary also the small group supplement and must be paid without reminder from LT within 45 or 35 days before departure, as applicable according to the RD. Any delay in payment of a deposit or the balance may be considered as a cancellation in which case cancellation charges under Article 4 will apply. For any registration less than 5 days prior to departure (including air transportation) additional charges called "last minute charges" of the amount of 50 € per person will be charged. Any payments for a tour less than 15 days in advance will have to be paid by credit card or in cash. If choosing to travel with the protection of a travel insurance recommended by LT the traveller must apply and pay for the insurance directly to the insurance provider. For any payments by credit card there is no withdrawal period from the time of booking and payment of your tour. In case of difficulty, LT is at your disposal.

## 2 – TRAVEL INFORMATION

### 2.1. Administrative and health formalities

Before signing up for your journey you must ensure that each passenger is in possession of a passport or other document and meets the requirements for transit and / or entering the country (ies) of travel. On the website LT communicates general information on custom formalities and health requirements but it is each passenger's responsibility to ensure that they are in possession of the proper administrative documents required for the journey. Each passenger is required to personally check the health and administrative requirements for their proper nationality before enrolling in any trip. Any traveller who fails to present the required documents upon request of police, customs officials or health officials will not be able to claim any refund for the trip. LT cannot under any circumstances be held liable for the failure of any passenger to present required documents at any point during or prior to the tour (i.e. loss of identity papers and/or tickets...). Specific formalities are required for entry into or transit through the United States of America. If your nationality is part of the Visa Waiver Program you may apply for an electronic authorization ESTA (Electronic System for Travel Authorization) before embarking to the United States. Travellers must, at least 72 hours before departure, fill out (online) the ESTA forms at <https://esta.cbp.dhs.gov/esta/>. Please be aware that if you have not completed this process at the time of boarding you will be refused boarding and any further travel will be compromised. As of the 8th of September 2010 a fee is charged for the ESTA procedure which will have to be paid online at the time of application. Any traveller not eligible to travel under the Visa Waiver agreement must contact his/her consulate or embassy for more information. Any possible visa charges are at the expense of the traveller.

### 2.2. Security and health information

We advise you to visit the website of your foreign ministry before departure for information on the current political and social situation in countries visited. For some destinations LT may require that you register at your consulate or embassy.

Health Risks: We advise you to contact your general physician for information on current required vaccinations and your national health information centre to periodically review the information disseminated by the competent authorities on the health risks of the country / countries of your journey and follow the recommendations and sanitary measures to fight against such risks. For more information refer to the website of the World Health Organization: <http://www.who.int/en/index.html>

### 3 – CHANGES AT THE DEMAND OF THE CUSTOMER BEFORE DEPARTURE

Any requests for changes at the demand of the customer for one or more parts of the tour after registration and before the issue of any plane tickets or others in case LT is able to meet this demand which has been requested in writing more than 45 days before departure will be charged 60 € per person, excluding any extra costs for issuing or penalties. Any changes to air or land transport or any request to change the spelling of the name of the client, after issuance of personal plane tickets and others, made 35 days before departure will be considered as a cancellation by the client and will have to be followed by a new registration. Cancellation fees described under Article 4 may apply.

### 4 - CONDITIONS AND CANCELLATION FEES

4.1. If, for any reason, you are obliged to cancel your trip, you have to inform your insurance company and LT by any written means, which allows for an acknowledgement of receipt, upon the occurrence of the event triggering the cancellation. The issue date of the written cancellation will be considered the date of cancellation for the billing of cancellation fees. We draw your attention to the fact that the insurance company will estimate, based on the documents that you communicate directly to them, the date of the reason behind your decision to cancel your trip and in accordance will decide whether to reimburse the cancellation fees. We also wish to clarify that the insurance premium, visa fees, registrations fees and cancellations fees more than 60 days before departure are non refundable by LT.

### 4.2. Total cancellation charges schedule, except other terms (§ 4.3. and 4.4.)

4.2.1. The below mentioned cancellation fees will be charged for all travels with LT, and should the case arise also those from articles 4.3 and 4.4 below:

- More than 60 days before departure: 5% of the total of the RD, with a minimum of 100 € per person as well as any non refundable fees for all types of transport (air, land and water travel). These fees are non refundable by the cancellation insurance offered by most insurance companies.

- From 60 to 31 days: 35% of the total amount of the RD, with a minimum of 200 € per person as well as any non refundable fees for all types of transport (air, land and water travel).

- Less than 30 days before departure: 100% of the total amount of the RD as well as any non refundable fees for all types of transport (air, land and water travel).

### 4.3. Partial cancellation charges schedule

If one or more registered traveller(s) on the same RD cancels their participation in a trip which the other participant will upkeep, the schedule for cancellations fees (section 4.2.1 and 4.2.2) will be calculated for the traveller(s) that cancel their tour based on the following:

- The amount of nominative services (i.e. plane tickets) and unused services at the date of cancellation and
- The quota of the shared maintained services of the tour (rental, accommodation, services...).

### 4.4. Other terms

In addition to the billing of costs under the schedule above, 100% of fees on hotel services for all types of journeys and for all tickets issued or subject to firm commitments and are non refundable (scheduled flights, charter...) will be retained; that is 100% of i.e. the plane ticket. When multiple clients are registered on the same RD and one of them cancels their trip, the cancellation fee is deducted from money collected by LT, regardless of the person who made the payment. In case of cancellation for any reason whatsoever, travel expenses outside the subscribed with LT and incurred by the customer such as transport fees to and from the

starting point of the journey with LT, visa fees, travel documents, cost of vaccinations etc. are non refundable.

## 5 – INSURANCE

5.1. The registration to any of the services with LT implies the possession of a personal insurance covering repatriation assistance. If no insurance has been purchased before departure the customer is obliged to inform LT who requires the signing of a 'discharge of responsibility' before commencing any tour. In all cases it is important for the customer to always carry a copy of the insurance policy (or the contact details of the insurance company) as the customer remains solely responsible for any claims made.

## 6 – AIR TRANSPORT

### 6.1. Airline companies

Upon registration LT will communicate you the name of the airline company/ies known to date who are likely to assure your flight(s).

In case of changes after your registration LT will inform you of these changes as soon as this comes to our knowledge. Flight schedules can vary up to several days or hours prior to departure depending on the permissions given by the air control traffic authorities. To avoid any confusion we will only communicate to you the confirmed schedule by the company. We would like to point out that flights can occur at any time during day and night and this might mean that you have to register at the airport several hours before day break and a maximum of 3 hours before departure.

### 6.2. Transport conditions

The general and special conditions of carriage of the airline company are available via the airlines website or on demand. According to the Warsaw Convention, the airline may have to change, without notice, schedules, routes, airports of departure and arrival. Given the conditions applied by the airlines (scheduled or chartered), if the passenger does not register for the outbound flight or any of the flights in a series of flights (air pass) the return flight or other flights of the series will automatically be cancelled by the company. The passenger, if they wish to continue their travels, will have to buy, at their own expense, the new ticket(s) depending on availability. If in case of changes by the airline company i.e. technical problems, weather conditions or political problems beyond the control of LT, delays, cancellations or strikes beyond the control of LT, additional stop and/or stopovers, change of aircraft or itinerary, political or social problems the traveller decides to abandon their trip they will be charged according to the cancellations fees referred to in Article 4 above. LT will not reimburse any expenses (transport, hotels, catering, taxi...) while the client is under the protection of the airline company. In case of delay at the dispatch or return travel and/or damage to or loss of luggage, denied boarding (overbooking) and/or cancellation of flights by the airline company, we advise you to retain all original documents (tickets, boarding passes, luggage or other coupons) in order to be able to claim your rights vis-à-vis the airline and we recommend you to ask for written proof from the airline company in case of denied boarding (overbooking) and/or cancellation of flights. The traveller must then send his claim including a copy of all documents (retaining the originals) as soon as possible to the airline company in order to claim a refund. Our customer service can in case of difficulty try to assist you in the resolution of the claim.

### 6.3. Transportation before and after the tour with LT starts

If you are organizing your transportation before and after the tour with LT starts by yourself (transport, hotel...) to the starting point of the tour and the return to your residence at the end of the tour we advise you to purchase services (tickets...) that are modifiable and/or refundable and to provide for sufficient time for transfers between airports/train stations. Upon the occurrence of an unpredictable and insurmountable event of a third party or the traveller which modifies the service of your tour with LT and involves changes in the service, LT will not reimburse the cost incurred.

### 6.4. Baggage

During air travel the luggage is the responsibility of the airline company. Any litigation during these transfers must be directly handled between the customer and the airline company. For the remainder of the trip all personal belongings remain the sole responsibility of the customer. LT takes no responsibility for lost or damaged personal belongings. If the luggage limit advised by LT is not respected the customer is responsible for any extra charges i.e. payment of excess weight during air travel and the payment of



extra porters and/or mules and any other expenses that occur because of this (mule driver, food and accommodation of mule drivers and/or porters). The payment for extra mules and/or porters will have to be paid upfront directly to the person in charge of the tour.

## 7 - PRICE

### 7.1. Accompanied Tours/Group Departures

The applicable prices for the tours are those available on the website. The price per passenger and per tour is fixed on the basis of a minimum number of participants mentioned in the offer of the tour. For a lower number of participants, the technical conditions for making the journey are different and can lead us, in order to guarantee the departure, or because of special circumstances (expeditions, special travels) specified in our offer, to charge you an additional price called "small group" within 21 days before departure date of travel, of course LT will reimburse you if additional participants were to complete the enrolment of the tour.

### 7.2 All other Tours

We communicate you a price for your tour without international flights in order for you to be able to personalise your tour by choosing your dates, services and mode of transport. The price of the tour will be the one quoted on your personal quote/program issued by LT with an expiration date.

### 7.3. All Tours with LT

Upon registration for a tour the price is fixed, final and payable in Euro or USD. However until 30 days before departure we (LT) can make adjustments, both increases and decreases, without you being able to cancel without cancellation fees and that for the following reasons:

1. Variations in transport costs, particularly related to the cost of fuel and / or
2. Variations in costs, fees and taxes relating to services provided, such as landing taxes, embarkation, disembarkation at ports and airports and/or
3. Variation of the Euro or USD against the or those currencies used in the destination country.

LT will charge you the full extra cost induced. Your refusal to pay this price adjustment will be considered as a cancellation on your part. If one or more registered traveller(s) on the same RD cancels their participation in a journey, the tour can be maintained as long as the remaining participants have paid in full, before departure, the possible extra cost of the service which has had to be modified because of the cancellation of one or more travellers. Any refusal on the part of the remaining travellers registered to pay this adjustment will be considered as a cancellation and the cancellation fee schedule in article 4 will apply.

## 8 - PARTICULAR TERMS AND CONDITIONS FOR OUR TOURS

**8.1.** When we offer you a tour (brochures or websites) we do not know the exact times of flights. Accordingly, as a precaution LT considers the first and last day of the trip and in some cases the second and the second last as completely devoted to transport even though those days may finally included travel services (accommodation, meals, visits.....).

**8.2.** The only services considered contractual are the services mentioned in the data sheet on your program or on the internet site [www.lipiko.com](http://www.lipiko.com). All our tours (unless otherwise mentioned) are provided with accommodation in double rooms (two people). Where possible, a single room can be requested, against a surcharge. In case of the impossibility to group a single traveller in a double room with another single traveller the single supplement will automatically apply to the person travelling alone. In case of contradiction between the information contained in your offer (brochure, website....) and those detailed in the detailed data sheet available from LT or from the website, the latter ones shall prevail.

**8.3.** The personnel selected by LT or its partners to accompany the group are the sole decision makers during the trip and they are the only ones able to make changes to or modify the program the purpose of ensuring passenger safety, that the tour goes smoothly and to meet unforeseen circumstances. Depending on the weather-, social- and political- conditions and/or the conditions of the peaks to be climbed and/or the physical condition of the travellers, LT, via their representative, may be required to offer the travellers an adapted program and/or require the presence of an extra guide. Additional cost will be at the charge of the clients. The

interruption of a tour due to a participant will not give rise to any refund.

**8.4.** If you wish to depart before the planned departure date of a tour, return home earlier or leave from your city of residence this is possible and LT can offer you these tailor-made changes. This service will be charged 60 € per traveller not including the extra costs of transportation, accommodation, services etc.

**8.5.** Given the character of the organized services, each participant must adhere to the advice and the instructions given by the guide/person in charge of the group representing LT. Guides or any person in charge representing LT cannot be held responsible for any incident, accident or physical injuries which are a result of the initiative of the individual traveller. Moreover, each participant must be aware that there are certain risks due in particular to the distance of medical centres, the state of the road network, the adventurous character of certain tours (in particular those in high altitude, treks, excursions, trips in off-road vehicles etc.). The traveller acknowledges all risks and agrees to total responsibility for any incident and to not hold LT or anyone affiliated with LT (guides, crew etc...) responsible. LT reserves the right, at any moment, to expel individuals whose behaviour can be regarded as endangering the safety and/or well being of the group as a whole or another individual within the group. In this case no refund will be made. Good physical fitness and a jovial nature are essential in order to carry out the services proposed by LT.

## 9 – GROUP SIZE - MINORS

**9.1.** Unless otherwise specified, the maximum group size for our tours is 18 people except for our « big group » tours which are limited to 45 people per tour. However, the maximum may be exceeded by a participant in the case where the last person who registers is travelling with another person. The services will not be modified and the terms of your tour will be identical. We may exceptionally be forced to cancel a departure if the minimum number of participants is not reached. This decision will be communicated to you at the latest 21 days before the originally scheduled departure date. An alternative may be proposed to you. In case the proposed alternatives do not suit you, your payments will be refunded in full except any non refundable charges which have already been pre-paid. All costs incurred by you are at your own responsibility (transportation, hotel, necessary travel equipment...).

**9.2.** LT agrees to enrol travellers with a minimum age of 18. Applications for registration for minors who will undertake the journey unaccompanied by their parents or legal guardians, is subject to prior approval of LT and an agreement shall be signed by the parent or legal guardian and marked "authorized by father, mother or guardian". Unaccompanied minors will, before undertaking the trip, have to be in possession of an identity document and all other documents necessary for a trip abroad and an authorization to leave the country of residence. For minors travelling with one parent, guardians or other adults, you have to ensure that you are in possession of documents required for the minor who accompanies you (family register and a national identity card or passport and where applicable, authorization to leave the territory). The travelling minor will also during the entire trip have to carry contact information for his parents or legal guardians (name, address and phone numbers) in order to be able to contact them directly at any point.

## 10 - RESPONSABILITY

LT cannot be held responsible for consequences of any external events impeding travel, notably

- Loss or theft of airline tickets or tickets for any other transportation
- Failure to present or presentation of identity and/or health documents, which are expired or not valid long enough (passport, national ID card, visa, vaccination certificate....) or that do not comply with the indications that figure on the travel offer and the RD. In case of failure to check-in (including delay at boarding) 100% of the total price of the tour will be retained.

• Unforeseen and insurmountable incidents and/or events caused by a third party such as war, political unrest, strikes, riots, technical incidents or administrative incidents beyond the control of LT, airspace congestion, bankruptcy of a service or transportation provider, bad weather, natural catastrophes, delays (including delays in shipping services for sending e-tickets, passports.....), breakdown, loss or theft of luggage or other

personal belongings. The delay or delays and/or cancellations originating from the above mentioned events as well as the changes in itinerary/program that will result from this will not result in any compensation, notably because of the change in the duration of the originally planned tour or the delay in a stopover. Any additional charges related to a or any disturbance (taxes, hotel, parking, ticket purchase.....) will remain the responsibility of the traveller.

• Cancellation imposed by circumstances of force majeure and/or for reasons related to maintaining the safety of passengers and/or at the order of an administrative authority and/or a significant fluctuation in the or those currencies used in the destination country and/or the economical situation in the destination country. LT reserves the right to change the dates, times or itineraries provided if it determines that the safety of the traveller cannot be ensured, without the latter being able to claim any compensation.

• In case of a partial cancellation of a tour generating changes in the journey, the itinerary, reservations of any transportation (bus, train, boat, plane etc....) and accommodation (hotel, hostel, shelter etc....) LT cannot be held responsible and no reimbursement can be claimed. In case of changes in a tour a new offer will be established and the expenses associated with the new offer will be at the charge of the client. Your refusal to pay this price adjustment will be considered as a cancellation from you.

• If one or more travellers on the same RD have to cancel, the tour can be maintained as long as the remaining travellers before the tour commences have paid in full to LT the possible surcharges that might have risen from this cancellation. The refusal from one or more of the remaining registered travellers to pay this price adjustment will be considered as a cancellation on their part and will be charged as stipulated under article 4.

## 11 - COMPLAINTS

Except in cases of unforeseen and insurmountable events without prejudice to any future legal action, any claim must be addressed to Lipiko Tours Customer Service: Calle 7, n°150 – Los Pinos – La Paz - Bolivia, by certified mail as soon as possible after the tour, including documentary evidence.

## 12 – PERSONNEL INFORMATION

You have the right to ask that LT modifies, corrects or erases the personal information LT collected. The information given to LT can be passed on to our partners for commercial purposes. If you no longer wish that your information be shared with a third party please contact LT at Calle 7 casa n°150 – Los Pinos – La Paz – Bolivia or by e-mail at [lipiko@lipiko.com](mailto:lipiko@lipiko.com)

Lipiko Tours EURL - RC La Paz 162644

- Head office: Calle 7 casa n°150 – Los Pinos – Zona Sur - La Paz, Bolivia

- Branch office: Av. Mariscal Santa Cruz esquina Sagamaga n°918 – Galeria La Republica – Zona Central – La Paz – Bolivia

- Liability CREDINFORM n° CAC-A01704. Edificio CREDINFORM Calle Potosi n°1220 esq. Ayacucho – La Paz – Bolivia

Lipiko Tours, EURL capital 270.000,00 Bs, registered at the chamber of commerce in Bolivia (Fundempresa) n° 162644, head office Calle 7 casa n°150 – Los Pinos – Zona Sur – La Paz – Bolivia. Telephone: +591 2 214 51 29

Lipiko Tours holds a state license as a Travel Agency n° RD02VT256 and a state license as a Tour Operator n° RD02VT and is legally installed in Bolivia.

General Terms and Conditions updated the 14/10/2011

Signature

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