

Terms and Conditions

Reservations:

A deposit of \$700.00 / per person is required to hold a space on any scheduled trip. On special and custom departures this deposit would be higher. **This administrative fee is non-refundable but is part of the total cost of the trip.** We accept personal or certified checks, money orders, bank wires and credit cards. Upon receipt of your reservation deposit, you will receive a preparatory package with an invoice denoting your deposit and balance due date, trip confirmation, detailed itinerary, medical and liability release forms, trip insurance requirements, vaccinations, equipment list and other pre-trip information. You have the option of paying in installments in order to facilitate your trip planning, if necessary.

Please note: the balance is DUE IN FULL 75 days BEFORE the departure date.

If payments are not completed by the specified date, we reserve the right to treat this as a cancellation and will contact you A.S.A.P. in order to clear our records. Once a reservation has been made there is a **non-refundable administrative fee** of U.S. \$ 700.00 / per person (please refer to cancellation schedule). No one will be allowed to participate on a trip unless all fees (including additional hotel nights, and other extra services, etc.) are paid in full 75 days before departure, all necessary documentation and paperwork is received (including **trip application** and **liability release** forms) and **updated proof of vaccinations**, as well as **proof of trip insurance**. The responsibility for obtaining proper documentation for international travel (i.e., visas and other expenses) rests with the trip applicant(s).

Cancellations:

We hope this will not happen because you will miss out on a great trip! But, if it does, **we must receive a written cancellation notice**. Due to the fact that a large portion of the trip costs are already committed many months in advance before the date of departure, we will provide refunds according to the following schedule:

1. There is a **non-refundable** administrative fee of \$700.00 / per person for all cancellations.
2. For notice received more than 90 days BEFORE departure date: balance of payment received.
3. 90 - 61 days before departure date: 50 % refund.
4. 60 - 45 days before departure date: 25 % refund.
5. 44 days or less before departure date: **no refund of any kind.**

We will consider the following option because we know life circumstances can alter the best laid plans. That is why **trip insurance is required**.

1) Any person who cannot make a trip, but finds another person to take their place, we will credit the money paid to-date (except the deposit/admin fee) to the other person taking their place. The new person(s) taking those spots will need to fill out the pre-departure forms and make the final payment 45 days before the trip departs, or another date that Sergio Photo Tours would agree to in last-minute scenarios.

Insurance:

We require that you purchase insurance for the following: trip & flight cancellation/interruption, lost/stolen baggage, or personal property, medical emergency, extended medical/hospital stays and emergency evacuation costs. An unforeseen illness or unexpected event may require you to cancel your trip before or during the trip. In order to protect yourself, your baggage and/or personal property, a short-term traveler's insurance package may be purchased through your travel/insurance agent who can advise you as to what is available and their costs. Sergio Photo Tours **will not** be responsible for any costs incurred by passengers for such occurrences. We will do whatever is possible to help you, but you are responsible for all expenses.

Trip Cancellations:

Due to the nature of operating in remote wilderness and international destinations, Sergio Photo Tours reserves the right to change the itinerary or cancel any trip prior to departure for any reason whatsoever. This may include insufficient signup, rapidly changing weather, or any unforeseen logistical problems, which may prevent the safe and efficient running of such trip. In such cases, Sergio Photo Tours is not responsible for any expenses incurred by the trip member in preparation for any trips run by Sergio Photo Tours. Sergio Photo Tours reserves the right to refuse/cancel service to any person who has sent in their deposit and forms before and during a tour for any reason. This is one reason **trip insurance is required**. In the event a trip is cancelled by Sergio Photo Tours, we will offer clients who have signed up either a complete refund (minus the non-refundable deposit), transfer to another trip or a credit towards a future trip based on the Refund Schedule. Once a trip begins there will be no refunds of any kind. Please talk to us about specific details you may not understand.

Responsibility of Sergio Photo Tours:

Please carefully read the limits of responsibility in the following paragraph.

These terms and conditions apply to all trips run by Sergio Photo Tours. Sergio Photo Tours and cooperating or associated agencies act only in the capacity of agent for the passengers in all matters relating to transportation and/or all other related travel services (i.e. hotels, all transportation modes and vehicles) and do not assume responsibility or liability howsoever caused for any injury, loss, damage, delay, mental trauma, to any person or property (including baggage) in connection with any service, including but not limited to that resulting directly or indirectly from natural disaster(s), annoyance, delays and expenses resulting from quarantine, pandemics, strikes, detention, thefts, pilferage, force majeure, failure of conveyance to arrive and/or depart as scheduled, civil disturbances, government restrictions or regulations, Act(s) of God, discrepancies or change in transit, including negligence by Sergio Photo Tours, its employees and agents rendering any of the services included on the trip, and other circumstances over which Sergio Photo Tours has no control. We reserve the right to change itineraries if circumstances beyond our control prevent Sergio Photo Tours from continuing the trip in a safe and efficient manner. We reserve the right to alter or cancel any trip due to water levels that may be too low/high for safe passage, sickness, political climate, closed roads, landslides, extreme weather conditions, and/or insufficient registration or other unforeseen circumstances beyond our control which we deem dangerous to life and limb. In such cases, partial refunds of any monies received by Sergio Photo Tours may be refunded to

involved parties and will constitute full payment. What the % of refunds will be depends on the circumstances. Receipt of deposit & application by Sergio Photo Tours constitutes agreement by the passengers to these terms and conditions.

Responsibilities of Trip Participants:

Any person participating in a trip with Sergio Photo Tours is responsible to other trip members and to Sergio Photo Tours, its agents, and staff. They are expected to comprehend the implied conditions of travel in the itinerary (by consulting previously with Sergio Photo Tours) and assume the need to be in adequate health for such activity. They are responsible for bringing the right equipment and clothing necessary for the trip as stated in the equipment list supplied by Sergio Photo Tours so that their health and well-being (as well as other trip members) is not in jeopardy due to inadequacies of such. They are responsible for basic hygiene to prevent diseases, adopting normal behavior patterns and acting in an appropriate manner according to the customs of the country/countries being visited. They must understand that the laws that apply are those of the country they are visiting, not the country of which they are citizens of. The trip leader reserves the right to ask a participant not to continue further on the trip if that person is (or may become) a health hazard or who might prove to be a risk to him/herself, or is a major annoyance to others, if they continue to participate on that trip, which will affect the tenor, enjoyment or continuation of the tour as originally designed and/or amended. The trip leader can remove a person off a trip for any reason if they are not following the rules that apply to all. All participants agree to and are bound to these terms and conditions by sending a deposit and application form.

Trip Price Includes:

Land costs include services based on the final itinerary such as: accommodations (as noted in the itinerary), meals (noted as B, L, D = Breakfast, Lunch and Dinner), snacks, permits, entrance fees, all camp/trip meals, non-alcoholic beverages, transfers to/from the airport, transportation within the country (e.g.: domestic airfare within the destination), group first aid kit, safety equipment, communal camping equipment (including tents, communal cooking & eating utensils) and related gear unless otherwise noted in the preparatory package (to be sent upon receipt of application and deposit). We do not include sleeping bags or sleeping pads as part of the group equipment, unless those services and equipment fees have been agreed-to beforehand. We can rent sleeping bags to those that prefer that option. **The costs are based on current tariffs and current exchange rates in US \$ Dollars. These prices are subject to change at any time due to the fluctuations of these factors. We reserve the right to adjust prices as necessary at any time if factors beyond our control warrant it.**

Trip Price Does Not Include:

International air travel to trip starting point, airport departure fees and taxes, immunizations, customs duties, excess baggage charges, insurance of any kind, passport and visa requirements and their related expenses, personal equipment, laundry, telephone calls of any nature, access to internet or Wi-Fi, satellite phones, cellular phones, alcoholic beverages, legal matters, personal medicine and medical requirements including evacuation costs, expenses arising due to delay or extension of a particular trip due to transportation failures, political disputes, illness, weather, or other causes beyond our control, gratuities to leader, guides and other staff and any other personal expenses of any kind.

Accommodations:

The prices quoted are based on shared double occupancy for both hotels and tents. We will try to match you

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with a roommate of the same gender if possible, for both hotel and tents unless you ask for single accommodations for the whole trip. On certain trips, a single room supplement will be charged if the person travelling requests a single room and one is available. **Single supplements are dependent on the trip and will be quoted based on the itinerary and available accommodations.** If that person is willing to share a room/tent and no roommate is available, a **forced single supplement** fee will be assessed. **Please consult us for details.** All single supplement fees are to be paid in full before a tour begins.

Medical & Health Matters:

It is extremely vital that any persons having any medical problems and/or special needs make them known to Sergio Photo Tours well in advance of the departure date. It is also absolutely necessary to notify the trip leader(s) and/or trip doctor (if there is one on the trip) as conditions might dictate, **before and during** the trip that a medical need/condition is present or has arisen. The trip leader and/or doctor, (if there is one on the trip) have the right to disqualify anyone from further participation in the trip if they feel that the person cannot safely complete the trip and might put themselves and/or others in danger. It is the responsibility of all participants who might need any type of personal medication to be prepared to bring with them as much necessary and back-up quantities as might be required, including medical prescriptions. If a situation arises where immediate medical help and /or supplies are not available, which is the case with many adventure and photo trips to remote and isolated regions, Sergio Photo Tours will not be responsible for having those medications on hand. Refunds are not possible under such circumstances. **Medical and evacuation insurance are required** and should be purchased in case of need during adventure travel trips. Sergio Photo Tours does not assume liability or responsibility for securing any medicines or the services of any doctor, paramedic, or ambulance for any of their trips nor is it liable for any medical emergency and/or evacuation costs incurred by any trip participant. We do provide a group first aid kit that is suitable for basic first aid needs but not for major traumas or surgery. None of the staff of Sergio Photo Tours are doctors, paramedics or trained beyond first aid protocols and cannot be held responsible to provide for anything beyond basic first aid assistance, if any. If there are any physicians that are adequately trained in advanced first aid or qualified to act as an expedition doctor or have experience in wilderness medical protocols, we offer up to 15% discount on land costs. Please contact us for further information.

Use of your name and likeness:

When you make a formal reservation by sending in a deposit to Sergio Photo Tours, you agree to allow us to use images of you while on tour for internal and marketing purposes. We normally use photos and video shot on tour for purposes of promotion in printed material and digital media for advertising and publicity to promote our tours. When you write reviews and/or share your photos while on tour, we reserve the right to use those as well to promote our services in a positive context. You will receive proper credit on the image, whenever possible. We are only using them to market in a positive manner the tours that we offer. Your image will not be sold to any third party, period. If you prefer not to have your image used, please let the booking agent know while in the process of booking the tour as well as your guide at the very beginning of the tour.

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