

Terms and conditions of sale

for Individual Travel

Before the trip

Before registering, you must verify that each traveler, according to his personal situation and nationality, is in possession of a valid passport that will be the one used to make the planned trip as well as any other document(s) (visa / ESTA authorization if transit through the USA, AVE if transit through Canada, family record book, authorization to leave the territory ...) necessary and in compliance with the requirements to transit and / or enter in the country(ies) of travel.

For the organization of your trip, we inform you that certain services (in particular customs authorities, airlines, access to the sites...) require the transmission of some of your personal data in order to fill out forms and/or comply with instructions relating to their reservation and/or control system.

To this end, we will be obliged to communicate to these service providers the following data: your surname, first name(s), date of birth appearing on the passport that you will use for your trip and your passport number.

WARNING: you will have to communicate the same information (your surname, first name(s), date of birth and sex) The same way to fill out any other forms required for the completion of your trip, including entry into each country, if you are in possession of several passports of various nationalities. Failure to comply with this procedure may result in refusal of entry to certain sites and in the payment of VAT in hotels.

Registration and payment

Registration for one of our trips implies unreserved adherence to our general and special conditions. Any registration is effective only after reception of the registration form duly completed and signed as well as **the deposit of 30 % of the total amount** of the services. The reception of this deposit implies the validation of the reservations only if there are places available. The balance must be paid before the beginning of your stay. For any registration less than 30 days before the departure date, the payment must be in one go and for the totality of the amount of the trip. For the reservation less than 15 days before the departure date, the payment will only be accepted by credit card. For any reservation of a trip less than 5 days before the departure date (15 days from 15th June to 15th September) an "emergency fee" of 50 US\$ per person will be charged.

As soon as you have paid the deposit or the total price of your trip, if applicable, Antipode will send you an invoice as soon as possible and within 8 days at the latest. The balance of the price of your trip must be paid, without any reminder on our part, no later than 30 days before the date of departure. Any delay in the payment of the balance may be considered as a cancellation for which t.

Cancellation by the costumer

In the event of cancellation on your part, you must inform Antipode (as well as your insurance company) in writing, allowing you to have an acknowledgement of receipt, preferably by email.

The date of receipt of the written notification will be used as the date of cancellation for the invoicing of the cancellation fees. The file for reimbursement of cancellation fees is to be dealt with directly with your insurer.

In case of cancellation on your part (for whatever reason) more than 45 days before departure, the sums paid as a deposit will be fully refunded (excluding bank charges, and special cases see below) **except for a handling fee of US\$ 50 per person.**

Less than 45 days before departure, the cancellation will lead to the application of the following schedule of deductions:

- between 45 and 31 days: 20% of the total price of the trip
- between 30 days and 15 days: 50% of the total price of the trip
- between 14 and 4 days: 70% of the total price of the trip
- between 3 and 1 days: 100% of the total price of the trip

No show at the appointment on the day of departure for any reason whatsoever does not entitle you to any refund. Any trip interrupted or shortened by the participant for any reason whatsoever, will not give rise to any reimbursement.

Particular cases :

A 100% cancellation fee will be charged for all tickets (planes, boats, trains, buses, tickets, tickets...) issued from the date of registration, regardless of the date of cancellation.

The Inca Trail is also non-refundable and cannot be modified after registration.

Antipode can propose exceptional products (luxury hotels, cruises...) or important events (high tourist season, holidays ...) with more restrictive conditions that can lead to changes in the cancellation fee schedule.

Partial cancellation

If one or more persons registered on the same trip cancel their participation but the rest of the group confirms the stay, the following conditions apply.

The prices being degressive according to the number of people present for the trip, in case of cancellation of only a part of the group, a change of base and price will be applied for the other participants. The price per person may therefore increase by the share of the shared services of the trip that will be consumed and shared by the other travellers.

Antipode reserves the right to keep all or part of the payments of the people who have cancelled in order to ensure the departure of the people who remain.

Circumstances beyond one's controls / Cancellation by Antipode

Up to the last minute, a cancellation can be made for a case of force majeure and beyond our control (strikes, political unrest, security problems, climate...). In this case, Antipode can keep the deposit for the sums already committed and reserves the right to modify its programs at any time, before or during their course to ensure the safety of its passengers; a new estimate will be made for acceptance. No other compensatory indemnity will be granted.

If you do not have cancellation insurance for your international flight, Antipode will not replace it and will not refund your ticket.

Assignment of contract

You have the possibility of assigning your contract to a third party who meets the same conditions as you to carry out the trip, as long as the stay has not produced any effects. You must inform Antipode of your decision in writing at least 30 days before the beginning of the trip. In the event of a contract transfer, the assignor and/or the assignee must first pay the costs incurred by the transfer, which will be communicated to you by your advisor.

Risks

Each participant must be aware that he or she may run risks of all kinds due to local conditions (distance from medical centers, lack of communication, poor condition of certain infrastructures, etc.), as well as to the activities practiced. He assumes them with full knowledge of the facts and undertakes not to make Antipode and its guides responsible for them.

If circumstances require it (war, political unrest, strikes, technical incidents, bad weather, delays, breakdowns or any other unforeseeable incident), Antipode reserves the right to modify the means of transport, accommodations or itineraries. Departure dates and times may also be subject to change, without the participants being able to claim any compensation. Any modifications to the program for the reasons mentioned above, will only be covered financially up to the amount of the services sold.

Responsibilities :

Antipode cannot be held responsible in the following cases:

- Failure to present or presentation of expired or insufficiently valid identity and/or sanitary documents (passport, vaccination certificate...) at the customs or registration police station.
- Arrival after the scheduled time at check-in and/or boarding of any transportation, in particular air transportation, to the sites visited, excursions and group visits, as well as any other services with fixed schedules.
- Unpredictable or unavoidable events of a third party such as: wars, political unrest, pandemics, strikes, riots, technical or administrative incidents outside the agency, airspace congestion, bad weather, delays, breakdowns, loss or theft of baggage or other personal effects of passengers.
- Cancellation imposed by exceptional and unavoidable circumstances, and/or for reasons related to the maintenance of the safety of the travellers, and/or injunction of an administrative authority: in this case, Antipode reserves the right to modify the planned stay if it judges that the safety of the travellers is not guaranteed, without recourse by the travellers.
- Antipode reserves the right to expel at any time from a group a person whose behavior can be considered to endanger the safety of the group or the well being of the participants. No compensation shall not be due.

Air Transportation

During your international flight, in case of unforeseeable and insurmountable incidents or events of a foreign third party in Antipode such as: wars, political unrest, strikes, external technical incidents, congestion of airspace, bad weather, delays, breakdowns, loss or theft of baggage or other effects, the delay(s) suffered as a result of the cases referred to above, as well as any changes in itinerary that may result therefrom, may not give rise to compensation on any grounds whatsoever, in particular as a result of a change in the duration of the program initially planned or a delay to an international flight or a connection. Any additional costs related to a disruption (tax, hotel, cab...) will remain the responsibility of the customer.

Luggage

During air transfers, your luggage is under the responsibility of the airline company. Any dispute during these transfers must be handled directly between the customer and the said carrier. For the rest of the trip, your luggage remains under your own responsibility

Formalities

Each participant is required to comply with police, customs and health regulations and formalities at all times during the trip.

Under no circumstances can Antipode replace the individual responsibility of the client who must take responsibility for obtaining all the formalities before departure (passport, visa, vaccination booklet, additional documents...) and during the entire trip, including the completion of customs formalities in force in the country (export of objects, agricultural products and illegal substances).

Non-compliance with these regulations, the impossibility for a customer to present documents in order on the day of departure, any delay (even resulting from a case of force majeure during an air, rail or land pre-routing for which we are not suppliers), imply the entire responsibility of the participant who will bear the costs incurred.

Repatriation insurance

Antipode strongly advises you to take out repatriation insurance. A simple solution is to pay with your credit card the price of your international flight because it includes in most cases a "repatriation insurance". Ask your banker for confirmation. If this is not the case, ask our customer service department for information on the various possibilities for this type of insurance.

Personal Insurance

Antipode strongly recommends that you take out "personal assistance insurance". Your refusal to subscribe to this insurance will not engage the responsibility of our company. Please contact our team for advice on insurance possibilities. In any case, do not forget to bring a copy of your contract with you, as you are responsible for declaring any claims to the insurance company.

Information on safety and health risks

Antipode advises you to consult; for the U.S.A citizens, check on the website:

<https://www.usa.gov/americans-abroad> for International travel

For the British citizens, check on the travel guidance page on the website: <https://www.gov.uk/foreign-travel-advice>

For Canadian citizens, check on the website: <https://travel.gc.ca/travelling/advisories>

We draw your attention to the fact that the information may change until the date of your departure, so it is advisable to consult them regularly.

Health risks: We invite you to regularly consult the information disseminated by the competent authorities on the health risks of the country/countries of your trip and to follow the recommendations and health measures to fight against these risks accessible on the site: www.who.int (World Health Organization).

Rates

Upon signature of the registration form, the price is firm, final and in US dollars. Any payment in another currency will have to be validated by us using the official exchange rate of the day of the operation. Any additional or inherent costs to the exchange operation remain at your expense.

However, in accordance with the law, we may be obliged to modify our prices and programs to take into account :

- variations in the cost of transport, particularly in relation to the cost of fuel.

- variations in fees and taxes relating to services provided, such as landing, embarkation and disembarkation taxes.

In the event of modification of the price for the cases referred to above, Antipode is committed to inform the customer in writing at the latest 30 days before the date of its departure.

If one or more travellers registered on the same file cancel(s), the trip can be maintained as long as the participants have paid, before departure, the eventual extra cost of the services that had to be modified because of the cancellation of the travellers. Any refusal on the part of the passenger(s) remaining registered to pay for this adjustment will be considered as a cancellation on the part of the passenger(s) concerned, with application of the corresponding scale.

Fees, entrance fees or other additional costs (tourist taxes, hotel charges, hotel fees, etc.) are not included in the price.

parking, entrance to national parks ...) shall be to be paid during the trip by the travelers. We advise you to bring an appropriate means of payment, usually in local currency.

Litigation :

In the course of travel:

We invite you to contact us if you notice a non-conformity in the realization of the services of your trip, by phone or whatsapp on the emergency number indicated.

Do not hesitate to speak about it as soon as possible to your guide or to one of our representatives.

In the event of a claim, your failure to report any non-conformity in the performance of the services during your trip will be taken into account, if necessary, if it could have financial consequences.

After your trip:

In the event of a dispute, an amicable settlement can always be offered to you in the first instance. If you refuse it, Antipode being a company of local law, it is that of the country concerned which will be applied. Only the courts of the countries where we are established will be able to settle the dispute.

Information

The information provided during registration is used in accordance with the peruvian law from 01/06/78 "informática y libertades".

A right of information, correction or deletion can be freely exercised on simple request to the company ANTIPODE.

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Contact information

Antipode agencies are companies under local law.

You will find the legal contact details of each agency below:

Perú

Company : Antipode SRL

Commercial name : Antipode

RUC: 20528033904

Municipal license number: 005268

DIRCETUR number : 098-2008-GR-

Cusco/Dircetur

Calle Choquechaca 229 - D

Cusco – Peru

Telephone: +51 84 24 08 67

Bolivia

Company : Antipode Bolivia SRL

Commercial name : Antipode

NIT: 191798028

Operating license: 058606

Commercial and tourist number :

00189013

6 de Agosto avenue, esquina J.J Perez

Edificio V centenario 7D

La Paz, Bolivia
Telephone: +591 2 244 5310

Chile
Company : Antipode Chile SPA
Commercial name : Antipode
RUT: 77.252.947-3
General Holley 133
Providencia
Region Metropolitana
Santiago de Chile, Chile
Telephone +56 9 3750 0774

