

TERMS AND CONDITIONS PURA COLOMBIA MINDFUL TRAVEL RNT 115069

PURA COLOMBA MINDFUL TRAVEL, abides by the publication in its tourism products, the Law 679 of August 3, 2001 issued by the Congress, with provisions which are given to prevent and counter exploitation, pornography and sex tourism with minors. In accordance with the provisions of this act, all persons must prevent, block, tackle and denounce the exploitation, housing, use, publication, dissemination of images, texts, documents, audiovisual archives, use of global information networks, or establishment telematic links of any kind related to pornography or allusive to sex of children. Failure of the above, could lead to criminal liability and / or administrative action.

SERVICES

Additional terms and conditions may be applied to reservations, services and other sections of this Website, according to the specific service provider and you as the user agree to accept these terms.

GENERAL CONDITIONS AND RESPONSIBILITIES

PURA COLOMBA MINDFUL TRAVEL Tour operator, and henceforth be known as operating agent, acts as an intermediary between users and the entities or persons involved in providing services of air or ground transportation, lodging, food, or any other services contracted through your travel agent and / or tourism enterprises. The entity PURA COLOMBA MINDFUL TRAVEL Tour Operator agrees to comply with the above services, with the exceptions specified in these terms and is not responsible for the failure of such entities in implementing their obligations, nor for contingencies arising from strikes, weather conditions, delays, earthquakes, quarantine, as well as material, personal or moral damage, which might suffer loss by the passenger, damage or theft of baggage, or by accidents, illnesses or deaths. Of all the user must claim directly with the companies providing the failed service, in which PURA COLOMBA MINDFUL TRAVEL will work as intermediary These "Terms and Conditions" are governed by rules of civil and commercial law and other applicable laws.

REGISTRATION

Registration for one of our trips implies adherence to our terms and conditions of sale. An **official Travel contract** between the tour operator, travel agency or direct client with PURA COLOMBIA MINDFUL TRAVEL is established with our confirmation and our terms and conditions of travel come into effect as per this moment.

The reservations must be made in writing to PURA COLOMBIA MINDFUL TRAVEL by email.

PAYMENT POLICIES

Confirmation of your request will be accompanied by a deposit invoice corresponding to the price of domestic flights plus 30% of the total amount of the Travel services for FIT SERVICES and 50% for GROUP SERVICES.

The reservation will only be effective if there is availability at the reception of the deposit. The balance of the price of the trip must be paid 30 days before arrival, without any reminder from us.

If the balance of the trip has not been paid 20 days before the date of departure, PURA COLOMBIA MINDFUL TRAVEL reserves the right to cancel the reservation without compensation.

If one of our suppliers applies special conditions of payment, these will be indicated on the quote and must be applied according to the supplier's policy.

In the case of registration less than 30 days before the departure date, the full amount of the trip must be paid upon registration, by bank transfer or by credit card.

All bank charges incurred by these transactions are the responsibility of the traveller. Under no circumstances will PURA COLOMBIA MINDFUL TRAVEL be able to bear these costs.

Under no circumstances will PURA COLOMBIA MINDFUL TRAVEL be able to bear these costs. The confirmation of the reservation implies a serious and contractual commitment between the agent and the agency PURA COLOMBIA MINDFUL TRAVEL, in which the former accepts the present general conditions of sale.

RATES

All prices are provided in USD per person (services) and per room (hotel rates), valid in the mentioned period and are subject to changes without previous notice, due to a change in the cost of any item, or exchange rate variations. For travelers already located in Colombia we may charge in Colombian Pesos (COP) after previous agreement.

Not included in the Travel services are cost of obtaining passports, visas or tourist cards; excess baggage fees; personal expenses such as room services, beverages and laundry; gratuities to tour escort, guides or driver; personal communications charges; international airfare and airport departure taxes; excess mileage carried out at the request of the passenger; sightseeing or meals not specified in the itinerary; personal insurance coverage (strongly recommend).

CANCELLATION CONDITIONS

Any cancellation must be sent to us by e-mail. The date of receipt of the email by PURA COLOMBIA MINDFUL TRAVEL will be used for the calculation of cancellation fees.

Cancellation by the client of his/her registration will result in cancellation fees according to the following conditions:

Travel services

- More than 21 days before the beginning of the stay: 30% of the total amount of the trip invoice
- From 21 to 8 days before the beginning of the stay: 50% of the total amount of the trip invoice
- Less than 8 days before the beginning of the stay: 100% of the total amount of the trip invoice

If one of our suppliers applies special cancellation conditions, these will be indicated in the confirmation of the reserved services and will be strictly applied according to the supplier's policy.

Special cancellation policies may apply for groups and will be informed at the moment of quotation or confirmation.

During high season and for special hotels and services we may apply special cancellation policies in some hotels which will be informed at the moment of confirmation.

Domestic flights

Air tickets issued following the reservation of the trip by the customer are not refundable and will be charged in addition to the ground services in case of cancellation.

No refund is possible in the event of cancellation, whatever the date. In case of a change of name, a penalty of 50 USD per person will be applied.

Refund conditions

The costs of bank transactions for refunds are the responsibility of the client. Refunds will be made within 30 days of cancellation and transferred to the customer's bank account.

CHANGES TO THE TRIP

In the event of cancellation or modification of part of the trip, or the number of participants, PURA COLOMBIA MINDFUL TRAVEL will revise the price of the trip according to the changes in the services provided and the actual number of participants.

The costs involved in any addition, cancellation or modification of services due to the client during the trip, or resulting from external events beyond our control, remain entirely the responsibility of the client. The interruption of the trip, whatever the reason, will not give rise to any reimbursement or compensation.

SPECIAL REQUIREMENTS

Any special dietary requirements, allergies, physical and/or mental disabilities, or any other deficiency that must be taken into consideration to participate and enjoy an PURA COLOMBIA MINDFUL TRAVEL programme must be communicated – in writing – at least 30 days before the start of the trip.

PURA COLOMBIA MINDFUL TRAVEL will ensure that all the special conditions informed by the client are respected in order for the programme to be carried out in the best possible way.

If additional expenses are necessary to meet specific requests of the participants, the client agrees to assume these additional costs and to pay them before the beginning of the trip.

ADMINISTRATIVE AND HEALTH FORMALITIES

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

Under no circumstances can PURA COLOMBIA MINDFUL TRAVEL replace the individual responsibility of its clients who must take responsibility for obtaining all formalities prior to departure and throughout the trip, including the completion of customs formalities.

Failure to comply with these regulations, the inability of a client to present proper documents, any delay, implies the sole responsibility of the participant who will bear the costs incurred.

The certificate of vaccination against yellow fever is recommended in the Sierra Nevada de Santa Marta and the Pacific. It is compulsory in the Amazon region and may be required at the entrance to national parks.

Malaria treatment is recommended for the Amazon and Pacific regions. Please talk to your doctor about this. It is the client's responsibility to check the health regulations required by Colombia prior to departure.

RESPONSIBILITIES AND INSURANCE

Some of the trips we organize include an adventure component that may involve some unexpected events. Each participant is aware that he or she may incur certain risks due to the distance from medical centers and living conditions that are different from those to which he or she may be accustomed.

He or she assumes these risks with full knowledge of the facts and undertakes not to hold PURA COLOMBIA MINDFUL TRAVEL or any of its service providers responsible for any accidents that may occur.

If circumstances require it, especially for climatic reasons or unforeseen events, in order to ensure the safety of its clients and staff, PURA COLOMBIA MINDFUL TRAVEL reserves the right, directly or through its service providers, to substitute a means of transport, accommodation, excursion, itinerary, as well as the dates or times of the programme, without the participants being able to claim any compensation.

We will adjust the programme as much as possible to respect the initial programme, but PURA COLOMBIA MINDFUL TRAVEL will not be able to pay for the costs of these modifications, which are the responsibility of the client.

Each participant must conform to the rules of prudence and follow the advice given by the local service providers, guides, drivers or any other local service provider contracted by PURA COLOMBIA MINDFUL TRAVEL.

PURA COLOMBIA MINDFUL TRAVEL may not be held responsible for accidents due to the individual imprudence of the client.

The subscription of an international repatriation-assistance insurance by the client, in his/her country of origin, is compulsory. You are requested to fill in the fields provided for this purpose in your registration form.

In case of accident and/or repatriation, if the expenses incurred are not or no longer covered by your insurance, they will be entirely the responsibility of the customer.

Covid-19: The subscription of an insurance covering the contingencies related to COVID-19 before and during the trip is also compulsory.

PURA COLOMBIA MINDFUL TRAVEL will not be responsible for:

Cancellation fees if a traveller is ill with COVID-19 before departure, receives the results of his/her PCR test late in relation to the time required by the airline company or is in contact with a confirmed case the day before departure.

Cancellation fees for denied boarding will be paid by the customer, for example, a temperature reading by the airline company or any other factor linked to COVID-19.

Refund of unused travel services in the event of an interruption of the stay, whether it is due to a quarantine, repatriation or hospitalisation due to COVID-19.

Refund of accommodation costs if you were to be subject to a quarantine in the destination.

Refund of local medical expenses in the event of hospitalisation linked to COVID-19

AIR TRANSPORT AND BAGGAGE

International and national airlines may change flight schedules without notice.

Therefore, PURA COLOMBIA MINDFUL TRAVEL cannot guarantee the flight schedules indicated on the programs. In case of late modification or cancellation of domestic or international flights, Pura Colombia Mindful Travel will do its best to adjust the programme in accordance with the initial programme, but the costs of such modifications will be at the expense of the client.

Your luggage remains your responsibility at all times during your stay in Colombia. PURA COLOMBIA MINDFUL TRAVEL will not be responsible for delays in arrival of luggage from your country of origin, loss of luggage or loss of valuables.

SCUBA DIVING ACTIVITIES

DIVE INSURANCE

All divers must have valid Divers Alert Network or DiveAssure (or similar) insurance designed to evacuate divers in the event of an accident. Some pacific Islands are very remote areas and the cost involved in evacuating a diver is very high.

You may also want to purchase a membership to Divers Alert Network (DAN), the dive safety organization that provides emergency medical advice and assistance for underwater diving injuries. Call them at 1-800-446-2671 or visit their website at www.diversalertnetwork.org for the U.S. or for Europe <https://www.daneurope.org/membership>

Equipment loss - For diving and underwater equipment insurance please contact Divers Equipment Protection Program at 1-888-678-4096 or visit their website at www.equipmentprotection.com/programs/depp.html

The D.A.N or Dive Assure policy is a vital protection to have. PURA COLOMBIA MINDFUL TRAVEL (its owners, associates, agents and employees) give notice that they assume no responsibility for injury, loss or damage to person or property in connection with any service resulting directly or indirectly from acts of GOD, detention, annoyance, delays and expenses arising from quarantine, strikes, thefts, pilferage, force majored, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, government restrictions or regulations, discrepancies or change in transit or hotel service over which it has not control. Is not responsible for loss of life, personal injury, cancellations, delays, overbooking, loss or damage of baggage and /or loss of services as a result of the same caused by any domestic flights within Colombia. For an additional charge, when advisable, charter flights may be arranged through PURA COLOMBIA MINDFUL TRAVEL.

Should clients decide to book a charter flight, PURA COLOMBIA MINDFUL TRAVEL will not assume responsibility for cancellations, delays, over bookings, any loss of services from the same. PURA COLOMBIA MINDFUL TRAVEL reserves the right to adjust the Euro/U.S dollar prices without notice, to reflect fluctuations in the Foreign

Exchange Markets. PURA COLOMBIA MINDFUL TRAVEL also reserves the right to withdraw a tour or any part of it, to make such alterations in the itinerary as it deems necessary for the comfort or well-being of the participants and to pass on to tours members any expenditure or losses caused by delays or events beyond its control.

With advance deposit to PURA COLOMBIA MINDFUL TRAVEL or any of its agents, the depositor therefore agrees to be bound by the above recited terms and conditions.

We reserve the right to make changes and/or substitutions in the itinerary where deemed necessary. For those trips and tours where PURA COLOMBIA MINDFUL TRAVEL is not the sole supplier, we act solely as agents and as such as assume no responsibility should any supplier fail to provide the service contracted. Baggage is at owners risk entirely. No refund can be made unused hotel rooms, dive, meals, sight-seeing trips or tours unless arrangements are made at time of booking Inform you that during a stay in Colombia, our Company wishes to make it absolutely clear that if guests choose to use our services, they will do so at their own risk, thus. In case of an accident, the Company shall not assume any responsibility and will not, therefore, cover any medical expenses or any other expenses nor will they be liable for paying any kind of indemnification or compensation.

DIVE CERFITICATION

All divers must bring proof of certification by a national certifying agency. The dive master will request to see your certification before you are allowed to dive. If you are certified for nitrox then remember to also bring those certifications.

SCUBA GEAR FOR LIVEBOARDS TO BRING WITH YOU

You will need to following gear: 5 -7 mm wetsuit or semy dry suit (depending on seasons, mask, fins, snorkel, regulator with visible pressure gauge, a mandatory dive computer, buoyancy compensator, depth gauge, dive gloves, weight belt (without weights), dive knife, divelight and dive computer. It is recommended that you mark each piece of gear with waterproof paint or tape. We suggest you put all or most of the above items in carry-on bag.

SCUBA DIVING-DIVE PACKAGES

All dive packages include: local dives, boat for diving, guides, beverages and snacks on board, weights, standard room, meals according to description, domestic flights Dive packages do not include equipment rental except stated otherwise.

Alcoholic beverages are no included except stated otherwise.

