

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms") apply to all tours, private transportation services and other services (the "Services") provided by Bukap Travels (the "Company"). By booking a tour, private transportation or other Service with the Company, you agree to be bound by these Terms. If you do not agree to these Terms, you should not book a tour, private transportations service or other Service with the Company.

Please read these Terms carefully before booking a tour, private transportation service or other Service with the Company. These Terms, together with the booking form and any additional terms and conditions specified on the Company's website or provided to you in writing, constitute the entire agreement between you and the Company.

The Company may modify these Terms from time to time. Any changes will be effective immediately upon posting on the Company's website or upon notification to you via email or WhatsApp message. You are responsible for regularly reviewing these Terms and any additional terms and conditions specified on the Company's website or provided to you in writing. Your continued use of the Company's Services after any changes have been made constitutes your acceptance of the revised Terms.

If you book a tour or other Service on behalf of other individuals, you are responsible for ensuring that all members of the booking party are aware of and agree to these Terms.

The Company is not responsible for any loss or damage resulting from the failure of any participant to comply with these Terms or to follow instructions and guidelines provided by the Company and its employees.

The Company reserves the right to refuse service to anyone at any time, in its sole discretion.

The Company reserves the right to charge additional fees for any changes or modifications made to the booking after it has been confirmed.

It is the responsibility of the person making the booking to ensure that all details, including names and passport information, are correct at the time of booking. Any errors or omissions may result in additional fees. The Company is not responsible for any loss or damage resulting from incorrect or incomplete information provided at the time of booking.

### **1. Booking and Payment**

To book a tour or other service with the Company:

- 1.1. You must complete the booking steps provided by our agents.

- 1.2. The full amount must be paid in full at least 5 days before the start of the tour or service.
- 1.3. Payments can be made by credit card, or debit card and it will be processed through ePayco, a Davivienda company; Wompi, a Bancolombia S.A. company; or PayPal, which are secure and convenient online payment systems.
- 1.4. If you fail to make the required payments on time, the Company reserves the right to cancel your booking.
- 1.5. Prices for tours and other services are subject to change without notice. The price quoted at the time of booking is guaranteed, provided full payment is received on time.
- 1.6. We want to ensure your booking experience is smooth and transparent. All our prices are presented in Colombian Pesos. If you happen to be billed in USD, we'll use the prevailing exchange rate on the day of payment for accuracy.
- 1.7. Colombia enforces a 19% VAT, applicable to residents and nationals. For our valued visitors, we offer an exemption from this fee. To facilitate this process, we kindly request a copy of the lead traveler's passport for verification purposes. This measure ensures that we have accurate information to present to the Colombian Customs and Taxes National Institution (DIAN).
- 1.8. We are committed to openness in our pricing. Besides the standard 19% VAT, you can rest assured that there won't be any hidden fees. We believe in transparency, and any additional charges will only occur if you expressly request reservation changes that warrant such adjustments. Your trust is of utmost importance to us, and we look forward to providing you with a delightful experience throughout your journey.
- 1.9. The Company reserves the right to charge additional fees for any changes or modifications made by you to the booking after it has been confirmed.
- 1.10. If you book a tour or other service on behalf of other individuals, you are responsible for ensuring that all members of the booking party are aware of and agree to these terms and conditions.
- 1.11. It is the responsibility of the person making the booking to ensure that all details, including names and passport information, are correct at the time of booking. Any errors or omissions may result in additional fees.
- 1.12. The Company is not responsible for any loss or damage resulting from incorrect or incomplete information provided at the time of booking.

## **2. Cancellation and Changes by the Company**

The Company reserves the right to cancel or modify any tour or other Service due to unforeseen circumstances, such as natural disasters, political instability, or other events beyond the Company's control. In such cases, the Company will offer you the option to reschedule or receive a full refund.

### 3. Cancellation and Changes by You

If you need to cancel or change your booking, you must notify the Company in writing as soon as possible. The following cancellation fees will apply:

- Cancellation **up to 48 hours** before the scheduled start **ensures a full refund**.
- **Within 48 hours or less** of the tour or Service commencement, **no refunds will be issued**.

Our third-party payment platforms operate with varying refund processing times ranging from 1-7 business days. Unfortunately, we do not have the capability to alter these timeframes as they are beyond our control. However, please be assured that we are committed to your satisfaction. We will maintain close communication with our payment platform, diligently tracking the refund progress. Additionally, we will reach out to you consistently to ensure you are informed about the status of your refund and that it is promptly received. Your peace of mind is our priority.

### 4. Responsibilities and Liabilities

- 4.1. The Company will use reasonable efforts to ensure the safety and enjoyment of all participants on its tours and other Services. However, the Company is not responsible for any loss, damage, or injury sustained by any participant, except to the extent caused by the Company's own negligence.
- 4.2. Participants are responsible for their own safety and are required to follow all instructions and guidelines provided by the Company and its employees.
- 4.3. Participants are also responsible for ensuring that they have adequate travel insurance to cover against unforeseen circumstances, such as trip cancellation, medical emergencies, and loss of personal belongings.
- 4.4. The Company is not responsible for any loss or damage to personal belongings or luggage. Participants are advised to take out insurance to cover against such losses.
- 4.5. The Company is not responsible for any delays or changes to the itinerary caused by circumstances beyond its control, such as natural disasters, political instability, or other events.
- 4.6. The Company is not responsible for any loss or damage resulting from the cancellation or modification of a tour or other service due to unforeseen circumstances.
- 4.7. The Company is not responsible for any expenses incurred by participants as a result of a tour or other services being canceled or modified, such as airfare or accommodation costs.
- 4.8. The Company is not responsible for any loss or damage resulting from the failure of any participant to comply with these terms and conditions or to follow instructions and guidelines provided by the Company and its employees.

4.9. The Company is not responsible for any loss or damage resulting from the actions or omissions of third parties, such as hotels, airlines, or other service providers.

## 5. Travel Insurance

The Company strongly recommends that all participants purchase travel insurance to cover unforeseen circumstances, such as trip cancellation, medical emergencies, and loss of personal belongings.

## 6. Governing Law

These Terms are governed by the laws of Colombia and any disputes arising from these Terms or the Services provided by the Company will be resolved in the courts of Colombia.

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*By booking a tour or other Service with the Company, you acknowledge that you have read and understand these Terms and agree to be bound by them.*

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Elaboration date:

**Tuesday, January 9, 2024**

Elaborated, authorized and signed by



**Juan Carlos Bustos Casij**

**General manager and founder**