

# TERMS & CONDITIONS

## Pantanal Photo Tours fixed departure trips and custom trips

### RESERVATION & PAYMENT

The amount of the confirmation deposit varies per trip and is clearly indicated on our website and on the invoice on your name you will receive upon booking.

Payments can be made by using any of the following methods:

1. With an International Bank Transfer or International Money Transfer.
2. With a bank transfer to an account in the USA, handled by Remessa Online (subject to availability at the moment).
3. With a credit card or credit transfer through PayPal. Please note that PayPal charges us banking fees for receiving funds. These banking fees are of 7% and should be covered by you and will be added to the amount due.

All of the banking details above are mentioned on the invoice you will receive after making a booking. We do not accept cheques. As soon as the down payment for your trip has been received, your place on our trip is reserved.

You will receive the final invoice 90 days in advance and full payment is due 60 days prior to departure date of your trip.

We do not cover any transfer fees from your side. If for some reason we receive less than agreed due to hidden bank fees, the difference will have to be settled on the final payment or on cash upon arrival for the start of the tour, on the same currency of the price of the tour.

Trips are quoted in US Dollars (USD), unless mentioned otherwise on the tour page and invoice. We reserve the right to freely alter the price of a tour at any time at our discretion, however your price and amount due will always be the one at the time of your booking and mentioned on your invoice. A change in the price, for more or for less, shall not be sufficient grounds for any refund already paid for the tour, nor is it accepted as a reason to cancel the trip. Again, your price will be the one at the time of your booking and mentioned on your invoice

Trips are offered based on sharing a room with one other person. If you book a double room and wishes for a roommate but one is not found, you will be charged a single supplement at the final payment. Failure to find another person to share a room with you shall not be sufficient grounds for any refund already paid for the tour, nor is it accepted as a reason to cancel the trip.

A single room is often available at an extra cost. We cannot however guarantee the availability of a single room before booking, so please check availability with us. The price of a single supplement is clearly indicated on our website and on the invoice you will receive upon booking. If booking a single room, 20% of its price will be added to the down payment.

### INSURANCE

It is highly recommended that participants take out cancellation insurance and travel insurance. If you decide to not do that, you will accept the financial risk in case of a cancellation. There is a big difference between these travel and cancellation insurances, and what they normally cover:

*Travel insurance:* this insurance intends to cover medical expenses, financial default of travel suppliers, and other losses incurred while traveling, either within one's own country, or internationally. Travel insurance can be arranged at any time before departure, to cover exactly the duration of that trip, or a "multi-trip" policy can cover an unlimited number of trips within a set time frame. Please check which amount your insurance covers when it comes to damage or theft of, for instance, your camera equipment/laptop. In case it is not enough, we recommend taking out additional insurance to cover your valuables.

*Cancellation insurance:* this insurance covers the damage you suffer by circumstances beyond your control, resulting in you having to cancel the trip beforehand or having to break it off before it ended. The circumstances for canceling a trip are never good. Having cancellation insurance at least avoids you having a financial loss on top of this. Cancellation insurance can usually only be taken out within 6 days from the time of booking a tour. Cancellation insurance is usually limited to guests from certain countries.

## **WHAT'S INCLUDED IN YOUR TOUR FEE**

In general, and according to the itinerary, all our photo tours include all local transportation, chartered flights, domestic commercial flights with one checked-in bag, accommodation on double occupancy rooms, meals, non-alcoholic beverages, entry fees and tips, *unless specified differently*.

The costs *do not* include any international airfare and its airport taxes; CPR testing; overweight baggage fees; accommodation and transportation outside our itineraries or mentioned as not included; drinks and meals other than mentioned on the tour details; insurance; tourist visa or items of a personal use.

You will find a detailed description of what is included and what is not on each tour page, as details can vary per tour.

## **CANCELLATION AND POSTPONING**

Cancellations must be sent to us by email. Should you need to cancel, the following cancellation penalty is enforced:

- 60 days or more before departure: the fee of your down payment.
- 59 days or fewer days before departure: 100% of the tour fee.

In case you need to cancel payments will NOT be refunded, however we can postpone it to the next year but only if the trip reaches its full capacity. This postponing is only confirmed after the confirmation of the full trip payment by all other clients. The postponing can only be made to the same itinerary the next year, or a similar itinerary using the same accommodations.

Postponement of the trip does not guarantee the same trip price for the next year. If there is a price difference, this will have to be covered by the client. If another cancellation is made the following year, the deposit is lost and we can not postpone it twice.

If the minimum number of participants has not been reached for a given tour, we will offer to each participant a small supplement so that the trip is viable. In the unlikely event that we have to cancel the trip because the minimum amount of participants has not been reached, all money paid will be refunded.

The most pressing reasons for you not being able to travel are usually covered by cancellation insurance. Should you need to cancel a tour, it is very likely your cancellation insurance will cover all payments made by you. We can't stress enough how much financial trouble this insurance saves you, should you need to cancel.

## **DOMESTIC FLIGHT CHANGES**

Some of our trips includes the domestic airline flight tickets on the price, however in recent years after the Covid-19 pandemic, airlines are constantly changing their time schedules, often for several hours, which could, for example, make your connection on the same day to or from your international flight impossible or very risky. Due to this scenario we highly recommend that all clients on tours involving domestic flights within Brazil or Chile arrive a day before the tour starts and flies out a day after. *Fail to do so means you are assuming full responsibility for any flight changes and the risks and costs associated with it.*

## **LIABILITY**

Your booking serves as a release of our liability and a complete assumption of all risks.

*Health:* Participants should be in generally good health. Any restrictions of a medical nature must be made known to us before booking a tour. You certify that you do not knowingly have any physical or other conditions of disability that would create a risk for you or other trip participants and you agree to inform our office in writing if changes in your health occur any time prior to the tour. Vaccinations, CPR testing and all other travel or medically related arrangements are the responsibility of the participant.

*Food:* Any restrictions of a dietary nature must be made known to us well before departure. We will inform the relevant supplier of your requirements, but we cannot guarantee that all requirements will be fully met and have no liability to you if they are not. We do our best to guarantee your needs will be met.

*Smoking:* It is forbidden to smoke during most situations during our tours, and that includes all situations indoors, in vehicles and also in boats or any other activity with the group outdoors. Insisting on smoking shall not be sufficient grounds for any refund already paid for the tour, nor is it accepted as a reason to cancel the trip.

*Maximum luggage weight:* On some of our trips where we use private chartered flights on small planes, for these trips we have a weight limit for luggage that will be informed on the trip page or PDF with more details. Failure to meet these limits may possibly mean that another plane will have to be hired in order to carry the luggage or part of your luggage will have to be left behind. The extra costs for hiring another plane are very high and we will not be responsible for it and it shall be the participants sole responsibility to do so.

*Unforeseen events:* We shall not be held responsible for occurrences that are beyond our control, such as strikes, airlines flight delays or changes, wars, acts of government, acts of terrorism, epidemics, pandemics, or any other cause whatsoever that may turn the operation of the tour impossible, illegal or inadvisable.

We are not responsible for any expenses incurred by participants in preparing for the tour, including non-refundable or penalty carrying airline tickets, special clothing, visa or passport fees, or other tour-related expenses. We advise you to wait with buying airfare until the minimum amount of guests is reached.

*Replacement of tour leaders:* We reserve the right to replace the tour guide(s) on a tour in case of unforeseen events. We will do our best to replace a tour guide by someone with the same set of skills. Replacement of a tour guide is under no circumstances sufficient grounds for a refund on payments already made for a tour, nor is it accepted as a reason for you to cancel the trip.

*Animals, insects and other risks involved:* Some trips will bring you into close contact with wild animals and/or insects. Guests should be aware of the risks involved in such trips to wild and remote areas and accept liability. We cannot be held responsible for any injury or incident during our trips. We use highly trained guides and tour leaders, and safety instructions must be followed strictly.

*Third parties:* During our travels, we use the services from various suppliers. We do not own these companies nor do we operate them or are they our employees. This means that we cannot be held responsible for any negligent or willful act or failure to act of any supplier or of any third party. This includes guides and drivers employed by the suppliers. By utilizing the travel services of the suppliers, you agree that you will look to such suppliers for any accident, injury, property damage, or personal loss to you or to those traveling with you and that we shall not be liable.

*Flexibility:* We travel in small groups, which gives us the advantage to change the program if a photographic opportunity arises or if local conditions force us to do so. We reserve the right to make small changes to itineraries, prior to departure or on location. Participants will be notified of any changes as soon as possible. No refund will be made for any unused services that are included in the tour price. Participants should also be flexible when it comes to inconveniences caused by local conditions like bad roads, weather, flight delays, floods, etc. We cannot be held responsible for the amount or quality of wildlife that is seen, or shooting conditions that are beyond our control. We take full responsibility of giving you the best possible experience, based on the local conditions.

*Minimum group size:* We reserve the right to cancel a tour up to 90 days prior to departure if the minimum group size is not reached. Another possibility is that we proceed, but add a small party supplement, based

on the smaller group. In the unlikely event that we have to cancel the trip because the minimum amount of participants has not been reached, all money paid will be refunded.

## **TERMS & CONDITIONS RELATED TO THE CORONAVIRUS OUTBREAK**

*Vaccination proof OR negative Covid test:* Until it is deemed safe by an official health organization to do otherwise, all participants will have to comply with Brazil's or Chile's requirements to enter the country. These requirements are shown on our website.

*Face masks:* Until it is deemed safe by an official health organization to do otherwise, face masks may be required in certain situations depending on current official health protocols in place.

*Cancellation:* In a Covid-19 trip cancellation scenario we will always try to POSTPONE the trip if travel restrictions are preventing the tour to go ahead and give you a "travel voucher" to rebook the tour on a future date. Covid-19 scenarios in which we will decide to postpone the whole trip or your spot on the trip:

- You are not able to come, due to travel restrictions from your side (can't leave your country / can't fly to the country the tour takes place in).
- You are not allowed to enter the country the tour takes place in, as you live in a country that is considered high Covid-19 risk.
- The country the tour takes place in is not allowing international travelers to enter (the country is in lockdown).
- If there are quarantine measures in place in the country where the tour takes place in that will turn the trip difficult or impossible.

If we have to cancel a trip, or just your spot, due to the reasons above, we will take the actions below:

- We will try to postpone the trip to a new tour date (usually 1 year later, but by no means we can guarantee the exact same dates).
- We will give you a "travel voucher" to rebook the trip on the new tour date.
- We will try to keep the same rates in place, but if there is a difference in accommodation rates charged by our accommodation partners, or increases in third-party costs like park fees or internal flights/charters, those are the only costs that are going to be forwarded to you.
- If the new postponed dates does not work for you, you may choose a different tour, however in that case the price difference will have to be considered and paid by you, if that's the case.
- You will be informed first of the postponing, however we can't guarantee there will be available spots on the date you choose. In this case you are free to choose another date/tour.
- Should the new dates not work for you, we would consider that a cancellation from your side. In that case the normal cancellation penalties apply.

If we have to cancel the tour and in the unlikely event where we are not able to postpone it to a later date, all money paid will be returned back to you, minus costs we can't retrieve. We will work with all service providers to recoup as much of the cost as possible and pass that back to you in its entirety to minimize your exposure. This would be done on a 'best efforts' basis of which we cannot guarantee the outcome. All costs that cannot be recovered under these circumstances would be deemed to be nonrefundable.

On all other scenarios, our regular cancellation penalties applies:

- 60 days or more before departure: the fee of your down payment.
- 59 days or fewer days before departure: 100% of the tour fee.