



## OPEN TRIPS TERMS & CONDITIONS

PLEASE READ THIS DOCUMENT THOROUGHLY, SIGN IT, AND SEND IT AS SOON AS POSSIBLE TO SECURE YOUR SPACE. Please print or type all information required.

### BOOKING

1. ALL bookings are made with Andeanface Aventura SA Av Colon E4-105 y 9 de Octubre, Edificio Solamar of #609 The procedure starts by completing the online application form and then sending a %30 deposit. Balance to be paid one month before the start of the trip
2. Please read and sign these **Andeanface Terms & Conditions** and send it to Andeanface ([info@andeanface.com](mailto:info@andeanface.com)) at the same time as your deposit.

### CANCELLATIONS

#### 3. In case you would like/need to cancel

If you wish to cancel your trip, you must notify us by email. Please note the following:

- If you cancel 30 days or more before your scheduled trip start date, you will receive a refund of 50% of the deposit amount.
- If you cancel 29 days or less before your scheduled trip start date, no refund will be given. In such a scenario, the total cost of the trip will be charged. However, if you have to cancel due to unforeseen circumstances on your side like serious sickness or accidents, you may contact Andeanface to request the use of 70% of the total payment for a new departure date.

#### 4. Cancellation by Andeanface

In the event of unforeseen circumstances beyond Andeanface's control, including but not limited to war, riots, terrorist activity, natural or other types of disasters, fire, epidemics or health risks, congested airports, or adverse weather conditions, we may have to cancel your trip.

In such cases, we will follow the advice of the National Secretary of Risks in Ecuador (Secretaría de Gestión de Riesgos), as well as foreign travel advice related to Ecuador and the specific regions where you will be travelling, issued by different foreign embassies. If the advice is against travelling, the trip will be cancelled.

If your trip is cancelled, you will have two options:

- You can reschedule your trip to a different date, using 100% of the payment as credit.
- You can receive a 70% refund

### LEADERSHIP AND PROGRAM DELIVERY

5. The programs as published in the literature and on the website are designed to be illustrative in order to best explain the type of activities you will be undertaking. During a trip, every effort will be made to adhere to the planned itinerary but it must be realized that with adventurous activities of this type, or by being in a developing country, changes to the itinerary will occur.

6. In assessing the conditions expected to be encountered in the mountains or the abilities of the team



members, the Expedition Guide may decide to change any aspect of the trip if he believes that to continue with the itinerary or activities, or any latterly agreed alternatives, would place anyone at undue risk. Alternatively, he may make changes for the simple belief that such changes may be more enjoyable or better suited or beneficial for most of those taking part. The Expedition Guide will review and may alter the program as the trip progresses in response to the changing influence of variable factors.

7. The Expedition Guide will do his utmost to ensure that any problems are solved for the benefit of the majority of those taking part. Signing the Form signifies your acceptance of the Expedition Guide's authority to make decisions affecting the group or individuals. For instance, the Expedition Guide may require an individual or individuals to leave the trip if he or she believes that a person, or a person's health, is at risk, if an illegal act has been or may be committed, or behavior may become, or has been, detrimental to the safety, enjoyment or well-being of the group or of any individual within the group.

8. A client leaving a trip at any stage, for whatever reason, will not be entitled to any refund or to compensation.

## **LIABILITY**

9. Most trips involve going to high-altitude and carry an inherent risk of altitude illness. Similarly, most trips visit remote locations or poorly developed regions where infrastructure is limited. In such places, the risks to health are increased and the ability to treat injury or illness effectively is reduced. Additionally, anything that involves crossing glaciated terrain or snow-bound passes, are hazardous activities with a risk of injury or death. By signing these Andeanface Terms & Conditions you acknowledge these hazards and your acceptance of the associated risks.

10. Neither Andeanface nor any of its representatives will be responsible for any illness, injury or death sustained on its trips, nor will they be liable for any uninsured loss of personal property.

11. Some expeditions have days in the itinerary that are included to provide flexibility in case of bad weather, or some other untoward event, and thereby increase the chance of the principal objective being achieved and for the trip to be successful. If these days are not needed in order to achieve the aims of the trip and the team/course/group decides to return (for instance) from the mountains to a valley location earlier than planned, any additional costs incurred and associated with extra hotel nights, or services that would not otherwise have been provided nor were included in the published itinerary, must be met by each individual concerned at the time.

12. For all trips, you are advised to have insurance that covers you for all of the activities, specifically those deemed to be hazardous, included in the itinerary and for any activities you may undertake if traveling on an extension.

13. For all our mountaineering trips you must have adequate insurance in the event of a medical emergency. Your travel insurance provider must agree beforehand to meet the costs of any search, rescue or recovery, for medical reasons, of you to the nearest appropriate medical facility even if prior authorization from the insurer may not be possible due to the remoteness of the recovery area or because medical expediency demands your recovery before such authorization could be received.



**14.** In case of a suspected or confirmed emergency involving you or the group of which you are a member, Andeanface reserves the right to arrange (or to make arrangements for its or your insurers to arrange) search, rescue and recovery as it deems appropriate and reasonable. You agree to indemnify Andeanface and keep Andeanface indemnified from all losses, apportioned appropriately to you, arising from any such search, any such helicopter usage and any resulting repatriation, for medical or non-medical reasons, including legal costs of making a recovery against you.

## **EQUIPMENT**

**15.** You will be provided with a list of all equipment required to bring on to the trip. You may use some items of equipment from Andeanface. The majority you must provide yourself. It is your responsibility to ensure that all equipment is fit for purpose prior to the Departure Date and for the duration of the trip. You are responsible for your equipment and belongings during the trip and bear the sole responsibility for wear and tear and incidental damage to your equipment. Andeanface recommends that you take out adequate insurance to cover your own equipment.

**16.** You will be responsible for any provided equipment throughout the trip and in the event that it is not returned at the end of the trip you agree to indemnify Andeanface for it.

## **COMPLAINTS**

**17.** If you have a problem during the trip, please inform the Expedition Guide immediately who will endeavor to put things right. If your complaint is not resolved locally, please follow this up by writing to the Managing Director at Andeanface's registered office giving your trip name, the departure date and all other relevant information and, where possible, evidence. Any such complaint must be received not later than 7 days from the end of the trip. Please keep your letter concise and to the point. This will assist in identifying quickly your concerns and speed up the response to you.

## **GENERAL**

**18.** The terms and conditions of all agreements made with Andeanface shall be subject to, and governed by, Ecuadorian law and the courts of Ecuador shall have exclusive jurisdiction over any dispute.

**19.** When making your booking it is implied and accepted that you have read and understood all these Andeanface Terms & Conditions and that you agree to abide by them.

Signature of Applicant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Place & Date: \_\_\_\_\_