



Journeys@altruvistas.com
415.735.5407 · altruvistas.com
PO Box 711366
18-1350 Volcano Road
Mountain View, HI 96711

BOOKING CONDITIONS

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RESPONSIBILITY

Altruvistas provides only socially responsible, philanthropic and educational enriching journeys for cosponsoring entities. Altruvistas (California Seller of Travel #2112213), is a licensed and qualified professional expedition operator, that organizes and administers domestic and international tours. Altruvistas, as the principal, is responsible to you for arranging and providing all the services and accommodations offered in connection with the trip, provided, however, that in the absence of gross negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier, hotel, or other suppliers of any of the services being offered in connection with this expedition. Altruvistas also offers consultation services and in the case of journeys to Cuba, operates in a limited capacity and with only legal and licensed TSPs (Travel Service Providers issued by the US Treasury Department's OFAC).

SERVICE OFFER

1. The following terms and conditions are applicable to the service offer presented to the traveler on the trip (itinerary, what is included/excluded, terms of payments.
2. By accepting these terms and conditions in the present document the traveler also accepts the service offer.
3. Changes in the service offer (i.e. # of nights, change of regions visited, etc.) must be approved by the traveler.
4. Minor changes to the itinerary/activities that do not affect the service offer will not necessitate approval.

INFORMATION PROVIDED BY ALTRUVISTAS

Altruvistas is obliged to provide the Traveler in writing before the departure:

1. The general information concerning passports and visas, the necessary travel arrangements concerning the Traveler's health and safety.
2. The exact flight schedule: timetable with stops/connections.
3. The address and telephone number of in-country representative(s) as well as the concerned embassies that can help the Traveler themselves in case of difficulties.

THE PRICE OF THE TRIP

1. The price agreed on in the service offer (on the trip web page or in the trip organization agreement) is fixed and all compulsory services are included, barring an evident material mistake. For inclusions be sure to review the items included in your tour cost and note the exclusions to best plan and budget for your journey.
2. The price agreed on in the service offer may be revised downwards or upwards up to 45 calendar days preceding the departure date, if the revision is due to a change in:
 - a) The final number of confirmed participants (this is the costs agreed upon by the cosponsoring entity). Usually the higher the amount of travelers the cheaper the base cost.
 - b) The cost of airfare for connecting or internal tickets, their transport costs including fuel (i.e. fuel surcharge) and/or the levies and taxes (i.e. airport taxes) due for related services.
 - c.) All elements that are outside of Altruvistas's control (i.e. tourist visas, etc.).



3. If the increase is higher than 10 % of the total price, the Traveler may terminate the contract and receive compensation. This compensation is calculated by subtracting the amounts received by Altruvistas from the Traveler minus the amounts already paid by Altruvistas to suppliers for the trip.

TRANSFERABLE BOOKINGS

1. Before his/her trip begins, the Traveler may transfer his/her trip (excluding the airfare and or any visas) to a third party that must agree to all of these terms and conditions herein. The transferor must inform Altruvistas of this transfer within 30 days before the departure and the Traveler will assume all costs related to the transfer. This transfer however must be approved of by the Organizing Body.
2. Certain reservations cannot be transferred to another person and thus the Traveler that is ceding their place will have to assume these costs. This is in the case of unique destinations where the visa is confirmed by Altruvistas and it is not possible to change the name of the Traveler (for example in the case of Cuba, the DPRK/North Korea and Iran). Please call us for specifics if you might require this option.
3. The Traveler who transfers his/her trip and the transferee must pay the total price, or the remaining balance of the trip.

CANCELLATION OR MODIFICATIONS BY THE TRAVELER

1. In case of Altruvistas' standard cancellation, the Traveler, even in cases of Force Majeure, must pay the cancellation fees. The cancellation fees are as follows: 91 to 120+ days before the departure: only the \$500 deposit and any airline tickets 46 to 90 days prior to departure: 50% of trip package 45 days or fewer prior to departure: 100% of package. Please note that at times our partners and clients have nonrefundable deposits from the moment of payment received, and at times the cancellation fees are also varied. Please request specific details from your organizer.
2. The Traveler will be held financially responsible to effect all payments made by Altruvistas to suppliers that cannot be reimbursed for reservations for the Traveler's portion of the trip (i.e. flights, lodging, transportation, activities, etc.).
3. If the Traveler decides to cancel a part or the entire trip once the trip started, Altruvistas can not guarantee to make any reimbursements. However, we will work with our hosts to receive any credits back and reimburse where we can in good faith.
4. The Traveler will only be able to receive reimbursements of their trip's cancellation fees if they purchased cancellation insurance prior to the realization of the event causing the cancellation (in cases of Force Majeure, health issues, a death in the immediate family, etc.). Altruvistas recommends that all Travelers purchase cancellation insurance at the time of their first deposit payment for the trip.

DISCLOSURE OF RIGHT TO PROMPT REFUND IN THE EVENT OF A CANCELLATION

Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the Traveler, all sums paid to Altruvistas for services not provided will be promptly paid to the passenger, unless the passenger advises Altruvistas in writing, after cancellation. This provision does not apply where the Altruvistas has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, if requested, Altruvistas will provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

TRAVEL INSURANCE

Altruvistas recommends that our travelers purchase travel insurance to protect themselves against financial loss in the case of personal emergency or other unforeseen events. Please feel free to call if you have questions about what health coverage is typically covered when traveling to various destinations. For example, on a journey to Cuba or Costa Rica basic health care is offered by the state when you are traveling. In the case of Cuba 2-3 CUCs per day are usually built into your tour costs. Thus supplemental insurance is only needed. Please check with your insurance provider.

1. Before travelling, all Travelers should share the policy number and company's contact information with Altruvistas.

Altruvistas recommends all Travelers to purchase the following insurance: Life insurance, medical insurance, lostbaggage insurance and cancellation insurance. Shop around for what works best for you, however, Altruvistas does Recommend World Nomads, iTravelInsure or Travel Guard. When you shop around for your travel insurance it's important to know that not all insurance policies protect you against the cancellation of the travel suppliers that provide you with your travel arrangements (for example Altruvistas cancels for any reason like an act of war or natural disaster, we will refund you the trip cost, but your airfare or your other travel expenses you purchase separately, may not be protected). At times you may be affected by circumstances beyond our/your control such as flight delays, missed connections, delays in customs &/or Immigration or the unfortunate event of terrorism, all which can affect your trip or cause you to cancel your journey with us, so make sure that the insurance that you select will cover these events.

NON-USED SERVICES

No refund will be given for services not used during the trip.

CANCELLATION OR MODIFICATIONS BY ALTRUVISTAS

Before or during the trip, Altruvistas reserves the right to cancel or modify a part of or the entire trip, without prior notice, for reasons of Force Majeure in which case Altruvistas will do their best to offer equivalent services. It is understood that the Traveler will have no right to claim any damages due to loss, damage or injury, physical or mental, due to these changes.

- a. If modifications due to Force Majeure increase the costs of the trip the Traveler will be informed and will have to agree to cover these extra costs before Altruvistas can execute the modifications.
 - b. If these changes are major and occur more than 24 hours before the trip, Altruvistas is held responsible to inform the Traveler and to modify the service offer (trip web page or in the trip organization agreement). A major modification is a change in: (1) the number of complete days traveling, (2) in the zones of the trip parts and/or (3) the highlights of the trip parts.
1. If the trip modifications are minor, the Traveler will not require Altruvistas to change the service offer (trip web page or in the trip organization agreement). A minor modification does not change: (1) the number of days traveling, (2) in the zones of the trip parts and/or (3) the highlights of the trip parts.
 2. Altruvistas can, without prior notice and without modification to the service offer (trip web page or in the trip organization agreement), replace certain lodging options (hotels, ecolodges, posadas, B&Bs, etc.) by others of the same/equivalent category and quality.
 3. Altruvistas can cancel a trip entirely if the number of total travelers signed up is inferior to the service offer (as agreed about in the cosponsor's trip organization agreement).
 4. If it appears during the trip that an important part of the services related with the contract cannot be executed, Altruvistas must take all necessary measures to offer the Traveler appropriate and offer alternatives with a view to the continuation of the trip.

RESPONSIBILITIES OF THE TRAVELER

1. In consideration of Altruvistas's furnishing of services and/or equipment to enable the Traveler to participate in the trip, the Traveler fully understands, acknowledges and agrees that:
 - a) Domestic and International Travel, and Outdoor Recreational Activities have: Inherent risks, dangers and hazards and such exists in the use of any equipment and participation in these activities; and by participating in these activities and for use of equipment, the Traveler hereby assumes all risks and dangers and all responsibility for any losses and/or damages,
 - b) On behalf of himself/herself, his/her personal representatives and heirs, hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify Altruvistas from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of use of any equipment or participation in these activities,
 - c) The Traveler is responsible to act as would a reasonably prudent person when engaging in recreational activities offered by Altruvistas,

d) No Traveler may: Fail to advise Altruvistas of any known health problems or any incident or accident involving personal injury or illnesses experienced during the course of the trip; engage in harmful conduct or willingly or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or perform any act which interferes with the safe running and operation of the trip, including failure to follow the instruction of the Altruvistas in regard to the safety measures and conduct of the participants.

e) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. I understand the hazards of the coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing frequently and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the Trip. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the Trip, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, guides, participants and others present during the Trip or involved in the planning or execution of the Trip. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or anyone I come into contact with (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, members of my family and household, or anyone else may experience or incur in connection with my participation in the trip ("Claims"). On my behalf, and on behalf of my family members, marital communities, estates, successors assigns, and any other person or entity I have authority to bind, hereby release, covenant not to sue, discharge, and hold harmless AltruVistas LLC and its members, owners, directors, officers, employees, representatives and affiliates, and all those acting on its behalf, (collectively "AltruVistas") of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of AltruVistas whether a COVID-19 infection occurs before, during, or after participation the trip. I shall indemnify, defend and hold harmless AltruVistas from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorney fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

2. The Traveler has the responsibility to inform Altruvistas of all sickness/allergies so that Altruvistas may act accordingly.
3. The Traveler has the responsibility to visit a medical travel clinic to get informed and receive the necessary vaccines, if necessary.
4. The Traveler is responsible for all losses incurred by Altruvistas directly due to the Traveler's errors (i.e. errors in given information or simply having given false information).
5. The Traveler will try their best to uphold the following Code of Conduct and act in a socially responsible way:
 - to abide by the laws of the country they are visiting.
 - be respectful of the hosts and host organizations.
 - understand that they are under the authority of the Altruvistas staff and agree to communicate their needs to them, listen to and respect their requests to ensure their safety and well being
 - will not ingest or consume any illegal substance of any kind.
 - will be responsible for their own personal belongings and not expect others to watch over their items.
 - will communicate with the tour facilitator if there is a need to break away and take some down time, or pursue their own needs, and they
 - will not leave the group without notifying the trip facilitator or guide.
 - will not use language or speak in a manner that is rude, offensive or aggressive.
 - will not be violent or participate in any violent activity, or transport or purchase any weapons of any kind.
 - will try to be flexible as I understand that I am not in my home, and that not everything will go as I may want. For example a planned meeting may be canceled and something may be added in its place that is different.

- treat the tour facilitators with respect and recognize they are committed to a vibrant enriching experience for the everyone. The facilitator has the whole group to care for and thus cannot cater to every person's individual and divergent desires.
- will not participate in any type of sex trade in the country I will be visiting. I understand that AltruVistas has signed ECPAT's Code for the tourism industry and has zero tolerance for any participant engaging in the sexual exploitation of women or children.
- will be aware and respectful in the way photographs and videos are taken. The Traveler understands that in some cultures picture taking can be invasive and they will seek permission, when possible, to take someone's photo. They will also be conscious of how disruptive it can be to constantly take photos during a meeting and/or while someone is speaking. They will ask ahead of time if it is ok to take pictures.

6. COMPLAINTS AND RESOLUTIONS

In the unlikely even a legal dispute should arise, the parties would submit any disputes between themselves first to mediation and then to binding arbitration.

7. COMPLAINT PROCESS

We are committed to providing you with a wonderful experience. However if something is not going well we want to know and would like the opportunity to address it proactively.

(a) If the Traveler wishes to make a complaint in relation to a journey, they must immediately inform the AltruVistas's representative at the location where the Traveler is when the complaint arises, thereby giving AltruVistas reasonable opportunity to respond to any matters, and shall, complete a form setting out the detail of the Traveler's complaint. If the Traveler fails to comply with such requirements, the AltruVistas shall be entitled to recover the cost from the Traveler of any additional expense incurred by it in carrying out subsequent investigation or legal fees of a complaint, which is found to be unjustified.

(b) Notwithstanding Section (a), the Traveler shall be obliged to notify AltruVistas, in writing, of any complaint within 28 days after their return to the port of departure, or termination of the tour, whichever is the earlier. Any complaint received after this period will not be entertained.

(c) Any dispute or difference of any kind whatsoever which arises or occurs between any of the parties hereto in relation to any thing or matter arising under, out of, or in connection with this contract not resolved by director communication or mediation, shall be referred to Arbitration under the Arbitration Rules of the American Arbitration Association at San Francisco, California.

8. JURISDICTION and ARBITRATION AGREEMENT

(a) Introduction: Most problems related to a journey are resolved by informal discussions directly between AltruVistas and the Traveler.. Where agreement is not possible, the matter is then to be referred to Arbitration.

(b) Definitions: Arbitration is the settlement of a dispute by an impartial Arbitrator. Arbitration is a private dispute resolution procedure and is a legally binding means of resolving such matters. An Arbitration Agreement is an agreement to refer a dispute to Arbitration, usually in the form of an Arbitration Clause as included in the standard booking conditions of the Organiser. A submission to Arbitration is called a Reference and the decision of an Arbitration is an Award.

(c) Appointment of an Arbitrator: If there is a dispute which cannot be mutually agreed, either party may apply directly the American Arbitration Association at San Francisco, California. A form for the Request for Appointment of Arbitrator will be submitted.. This form sets out the information to be submitted: names and address of the parties concerned, copies of the booking form and conditions (including the Arbitration clause), details of any legal or other people who are to represent the parties in the Arbitration and an administration fee. This form refers to the Association's Arbitration Rules which will apply to the Arbitration.

(d) Procedure: Once an Arbitrator has been appointed they are in complete charge of the reference, deciding the procedure as the considers best, and the Association's Rules deliberately ensure this flexibility.

(e) Questionnaire Form: In this scheme, the Arbitrator will first send out a detailed form for completion by both parties. This will provide him with the details of the actual dispute so he can decide when and where to hold a hearing with both parties to present their cases.

(f) Hearing: While an award may be made by an Arbitrator based on the documentary evidence sent to him by the parties, it is open to both parties to present their case to him at an informal hearing.

(g) Award: The Arbitrators decision is made formally in his Award which is sent to both parties. The Award is a final and binding resolution of the dispute.

(h) Arbitrators Fee: A fee is payable to the Arbitrator for the conduct of the Arbitration. AltruVistas normally pays this fee but the Arbitrator has absolute discretion to award this cost as they think fit.

(i) Jurisdiction: The contract arising from any confirmed AltruVistas booking is to be interpreted under, and is subject to, the laws of the USA and the State of California.

ALTRUVISTAS'S RESPONSIBILITIES

1. Altruvistas acts as an agent for the transportation companies, local service providers, hotels and intermediaries required to make the trip happen and will not be held responsible for whatever reason or in any way for the behaviour, omissions, errors or mechanical defects.
2. Altruvistas will ensure that we support the principles of social responsibility and be transparent with our copsonors about the expenses of the tour.
3. Altruvistas when required for Cuba travel, will operate as a consultant and work with legal licensed travel service providers to organize educational based travel services or professional research delegations.
4. Altruvistas will be responsible for the processing of applications, confirming the reservations of all flights included in the agreed program costs; ensure the organization and confirmation of the itinerary; arrange for all accommodations; provide preparatory materials and provide for an experienced trip coordinator to travel with the group either from point of departure or from point of entry of destination country.
5. Altruvistas may, for reasons out of its control, replace some hotels by others, of similar category.
6. Altruvistas may, for reasons out of its control, replace some programmed activities, of similar category.

TRAVEL DOCUMENTS

1. The Traveler must supply Altruvistas with all useful information that is asked for (passports, visas, vaccination booklets, insurance information, etc.).
2. Photocopies of all documents required by Altruvistas must be supplied 60 days prior to the date required by the airline.
3. The Traveler agrees to supply Altruvistas will all requested practical information.
4. Altruvistas will not be held responsible for any Traveler that is refused entrance to boarding a flight because of missing documents.



HAVE A QUESTION?

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