

TERMS & CONDITIONS

These are the Terms and Conditions that will apply to your booking. Please read them carefully as you will be bound by them. Any person booking any trip with bamba Experience Inc. is liable under these terms and conditions governed by the United States of America Law, in the United States of America. These Terms shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein. The Contract is with Bamba Travel Inc. "the Company". By booking a trip, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability.

1. THE CONTRACT

All persons wishing to make a booking have carefully read and fully understand the Terms and Conditions that follow. By making a booking with the Company or its Agents, you accept on behalf of yourself and all those named on the booking including minors and persons under a disability to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email. It is at this point that a Contract between the Company and the Client comes into existence. All person(s) named on the booking are hereafter referred to as the "Client" and references to Client shall be to all those so named. "Carrier" means the owner and/or any charterer and/or manager of the vessel or any other person, to the extent that it acts as a carrier or performing carrier (in accordance with the definition provided in the Athens Convention). "Conditions of Carriage" means the terms on which any transport is provided by a carrier including any carriage by sea, road, rail or air. The carrier's Conditions of Carriage are available on request and are expressly incorporated into this Contract. The carrier's and the Company's liability for death and or personal injury and/or loss of and/or damage to luggage may be limited by international conventions including the Athens, Warsaw or Montreal Conventions. "Contract" means the Contract concluded between the Company and the Client relating to the relevant package, bus pass, adventure, multi-day tour, day tour or independent trip which is evidenced by the issue of the confirmation invoice sent by the Company or its sales agent to the Client. "Independent Trip" means booking anything included in the Independent and Tailor Made brochure. The service(s) to be provided is/are the tour(s) or service referred to in the booking confirmation. "Package" means a bus pass, adventure, multi-day or day tour with or without flights and/or any accommodation of over 24 hours and transportation or other tourist services not ancillary to transport or accommodation and accounting for a significant part of the Package.

2. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that may result in the cancellation of a Package, will result in the complete loss of all fees paid for the package with no refunds. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy, physical or mental conditions. It is the Client's responsibility to consult a licenced physician prior to booking. The Company may refuse to carry pregnant women over 24 weeks or Clients with certain conditions. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients' special requests including dietary requirements, but such requests do not form part of the Contract and therefore the Company is not liable for not providing or complying with these requests. Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment. Travelling with Children: Clients aged 18 at date of first travel are considered adults. An adult over the age of 18 must accompany every 2 children under the age of 18. The ratio of adults to children travelling together must be one adult per two children and two adults per four children (17 and under). The minimum age for Clients travelling on tours is 12 (for Family designated tours, the minimum age is 5). All enquiries with respect to children are subject to review and approval by the Company that reserves the right to restrict the number of travellers under the age of 18 on tours. If the adult accompanying the child is not the child's parent or the parents are divorced, then a "Parental Consent Guardianship Form" must be signed (or other documents provided as requested by the Company) by the parent or legal guardian and received by the Company prior to departure. *Inca Trail Treks and Galapagos Island Trips Requirements: Client Details including full name as it appears in the passport that the Client will be travelling with, passport number, passport expiry date, date of birth and nationality are required to confirm a booking. Any amendments to these details may result in failure to secure an Inca Trail Trek permit or a Galapagos Trip Reservation. The Company will not be held responsible for any fees levied as a result.

3. CURRENCY

The Company sells in six global currencies: Great British Pound (GBP £), Euro (EUR €), United States Dollar (USD \$), Canadian Dollar (CAD \$), Australian Dollar (AUD \$) and Mexican Peso (MXN \$). The Company reserves the right, however, to apply the currency of the choice to the booking.



4. FULL PAYMENT SCHEDULE/ACCEPTANCE OF BOOKING/CLIENT DETAILS

Full Payment: The Company must confirm acceptance of the Client's booking in writing. Please refer to the confirmation invoice and/or confirmation email for details regarding full payment. Full payment of the tour price is due 60 days before the departure date of the first service booked. If full payment is not received by the due date, then rates and tour space cannot be guaranteed. If a booking is made 60 days or less before the departure date of the first service booked then the full amount is payable at the time the booking is confirmed. If this balance is not paid at the time the booking is confirmed, the Company reserves the right to treat the Client's booking as cancelled. Tailor Made Trips require full payment at the time of booking. If full payment is different to that outlined in this clause, the requirement will be advised at time of booking and detailed on the invoice.

Client Details: In order for the Company to confirm and guarantee the Client's travel arrangements, the Client must provide all Client Details with their full payment. If the Client does not provide all details 60 days or more before departure, an Administrative Fee will be charged to the Client. In the event where client details have not been received by the Company 30 days prior to the Client's trip departure, the Company reserves the right to treat the file as cancelled and full cancellation fees will apply. Client Details required will vary tour by tour, and will be advised during the booking process. However, at a minimum Client Details include passport number, passport expiry date, passport issue date and place of issuance, completed medical form, full name as it appears in the passport you are travelling with, date of birth, place of birth, nationality and arrival details (or other documents as requested by The Company). A booking may not be confirmed without provision of Client Details. Credit Card Charges: The Company is not responsible for any charges applied to credit card transactions and will not refund or return any fees charged by third parties and incurred during the transaction of the tour cost.

5. CANCELLATION OF A TOUR BY THE CLIENT

Any cancellation by a Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation fees applicable. Cancellation for bamba. The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance. Cancellation fees for all bamba products may vary without prior notice.

General cancelations by trip category (for Machu Picchu tours/treks see separate section below)

Cancellation by Client – Travel Passes:

Cancellation before requesting any transfer/activity - Full Refund

Cancellation after requesting any transfer/activity - No Refund

Cancellation by Client – Day Trips (except Machu Picchu).

7+ days prior to trip departure - Full Refund

Between 3 and 6 days prior to trip departure - Charged 50% of total booking price

Between 0 and 2 days prior to trip departure - No Refund

Cancellation by Client – Independent, Self-Guided Trips & Tailor-Made Trips*:

60+ days prior to trip departure - Charged 30% of total booking price

Between 30 and 59 days prior to trip departure - Charged 50% of total booking price

Between 0 and 29 days prior to trip departure - No Refund

***Except Welcome Packages, Voluntour Trips, Air-Expeditions**

Cancellation by Client – Welcome Packages, Private Tours & General Adventure Trips**:

90+ days prior to trip departure - Full Refund

Between 30 and 89 days prior to trip departure - Charged 50% of total booking price

Between 0 and 29 days prior to trip departure - No Refund

****Except Galapagos Trips, Brazil Carnival Tours, Machu Picchu Tours/Treks**

Cancellation by Client – bamba Authentic Adventures:

60+ days prior to trip departure - Charged 20% of total booking price

Between 30 and 59 days prior to trip departure - Charged 50% of total booking price

Between 0 and 29 days prior to trip departure - No Refund

Cancellation by Client – Galapagos Trips & Voluntour Trips:

30+ days prior to trip departure - Charged 50% of total booking price

Between 0 and 29 days prior to trip departure - No Refund

Cancellation by Client – Air-Expeditions:

365+ days prior to trip departure - Charged 50% of total booking price

Between 90 and 364 days prior to trip departure - Charged 70% of total booking price

Between 0 and 89 days prior to trip departure - No Refund

Cancellation by Client – Brazil Carnival Tours:

120+ days prior to trip departure - Charged 25% of total booking price

Between 61 and 119 days prior to trip departure - Charged 50% of total booking price



Between 0 and 60 days prior to trip departure - No Refund

Specific Cancellations & Changes For Machy Picchu Tours/Treks

Inca Trail Treks to Machu Picchu

Cancellation by Client

30+ days prior to trek departure - Charged 50% of total booking price

Between 0 and 29 days prior to trek departure - No Refund

Date Change (subject to availability of permits)

30+ days prior to trek departure - Charged \$180 USD

Between 7 and 29 days prior to trek departure - Charged \$200 USD

Between 0 and 6 days - Date changes cannot be made

Switch to Another Machu Picchu Trek

30+ days prior to trek departure - Charged or compensated price difference PLUS a fee of \$180 USD

Between 7 and 29 days prior to trek departure - Charged or compensated price difference PLUS a fee of \$200 USD

Between 0 and 6 days prior to trek departure - No switch possible (20% discount on booking another trek)

Other Treks to Machu Picchu (Salkantay, Lares, Inca Jungle, Inca Quarry, Sacred Valley, Choquequirao)

Cancellation by Client

30+ days prior to trek departure - Full Refund

Between 7 and 29 days prior to trek departure - Charged 50% of total booking price

Between 0 and 6 days prior to trek departure - No Refund

Date Change

30+ days prior to trek departure - No Fees

Between 3 and 29 days prior to trek departure - Charged \$70 USD

Between 0 and 2 days - Date changes cannot be made (20% discount on booking another trek)

Switch to Another Machu Picchu Trek

30+ days prior to trek departure - No Fees

Between 3 and 29 days prior to trek departure - Charged or compensated price difference PLUS a fee of \$50 USD

Between 0 and 2 days prior to trek departure - No switch possible (20% discount on booking another trek)

Machu Picchu by Train Tours

Cancellation by Client

30+ days prior to trip departure - Full Refund

Between 3 and 29 days prior to trip departure - Charged 80% of total booking price

Between 0 and 2 days - No Refund

Date Change

30+ days prior to trip departure - No Fees

Between 3 and 29 days prior to trip departure - Charged \$75 USD

Between 0 and 2 days - Date changes cannot be made

6. CANCELLATION OF A TOUR BY THE COMPANY

The Company reserves the right to cancel any trip for any reason, but will not cancel a tour less than 30 days before departure except for Force Majeure, unusual or unforeseen circumstances outside the Company's control. When a tour is cancelled by the Company before the agreed date of departure for any reason other than the fault of the Client or Force Majeure, the Client can either:

- Take a substitute tour of equivalent or superior quality if the Company is able and willing to offer such a substitute; or
- Take a substitute tour of lower quality if the Company is able and willing to offer one and to recover from the Company the difference in price between the price of the tour originally purchased and that of the substitute tour; or
- Have a full refund of all monies paid under the contract as soon as possible.

The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked, then the Client must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, the Company will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, the Company will provide the Client a refund of unused tour



portions. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the Company's control, the Company will in some circumstances offer compensation. Significant alterations do not include the substitution of a vessel, modification of itineraries, change in cabin category or hotel accommodation provided it is of the same category.

7. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

8. PRICES, SURCHARGES AND TAXES

The price of the tours published may go up or down from the time of publication. The Company recommends that the Client finds out the most up to date price of their tours including the costs of any other service provided by the Company at the time of making their booking. The Company reserves the right to increase tour price after the holiday has been booked but will not do so any later than 30 days before the departure date stipulated. After a Confirmation Invoice has been issued any increase to the tour price will be as the result of changes in an increase in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, including any currency fluctuations. If the increase would be 2% or less of the holiday price the Company will absorb the changes in its costs of providing the tour. However if the increase is more than 2% the Company will pass this increase on to the Client. Where the increase in price is more than 7% of the Clients holiday price then in these circumstances the Clients may either:

- Withdraw from the contract without incurring any penalty; or
- Accept the change of price.

9. VALIDITY

The prices in this website and brochure are based on rates and costs in effect at the time of posting to the website or printing the brochure. The Company reserves the right to alter prices at any time prior to tour been paid in full. All dates, itineraries and prices are indicative only.

10. FLEXIBILITY

bamba Experience Inc. may alter its timetable(s), inclusive of those impacted by other Operators' products and relating to all services provided for in this ticket without notice. The Client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The itinerary provided for each trip is merely representative of the types of activities contemplated, and bamba Experience Inc. is under no contractual obligation to strictly follow it. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, high season, climate and other unpredictable or unforeseeable circumstances.

*bamba Experience Inc. Hop on Hop off Flexible passes, for the nature of these trips the flexibility will be limited to the availability of the service and the Company will do its best to assure this flexibility. All reservations shall be made with at least 48 hours prior to departure. All passes include a set one way route that include certain destinations, transportation between them, and included activities in different destinations as specified in the pass. All passengers must follow that set route and it can not be modified or exchanged. All routes are final and clients are not allowed to backtrack or use a route, or activity twice.

11. CHANGES

Changes made by bamba Experience Inc.: Reserves the right to change any of the facilities, services or prices described on the website and brochure before a booking is made. If such a change is made, the Client will be told at the time of booking or when the change occurs. While bamba Experience Inc. will endeavour to operate all trips as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by bamba Experience Inc.. If bamba Experience Inc. makes a major change, bamba Experience Inc. will inform the Client as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. When a major change is made the Client may choose between accepting the change, obtaining a full refund of all the money paid or accepting any alternative trip offered by bamba Experience Inc.

Changes made by the Client: A transfer from one tour to another can only be made more than 60 days before departure date and if approved by the Company. If such a request is accepted by the Company, the Company reserves the right to charge up to the deposit amount of the first booked tour. Any request to transfer received less than 60 days, before departure will not be accepted. In this case the Client must cancel the booking and then re-book on another tour. The Client may only transfer a booking to a departure date in the current season and may not transfer a booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply. The Client may apply to have the name of the reservation altered by the Company more than 60 days prior to departure. Name changes cannot be made 60 days or less before departure. Any name changes are subject to Company approval and applicable Administrative Fees.

Other Changes: Any changes to a file will depend on availability and will be on a request basis. Any extra costs incurred for making the



change will be charged along with an Administrative Fee. No changes are permitted to your booking within 10 days of departure.

Inca Trail and Galapagos Island trips: Are non refundable, non transferable and the departure date is not flexible.

12. AIRFARE

All tours do not include international airfare or any other flights unless mentioned in the inclusions. The company will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only, and represent no price commitment by the Company.

Price changes: Until the tickets are issued, the Company reserves the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other reasonable cause.

Full payment: Full payment must be received by the Company to guarantee the reservation at quoted price. A guarantee of payment by the Client is an acceptance of the travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after ticket has been issued.

Changes & cancellations: Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at the Company's discretion, and will also have Administrative Fees applied.

Airline tickets: Once issued, all airline tickets are non-transferable and valid only for the dates and routing shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.

Airline, airport or weather delays: The Company will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays. The Company will not reimburse for any additional expenses incurred by the Client as a result. The company will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control.

13. ACCEPTANCE OF RISK

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to tour commencement, the Client may be asked to sign a participation form, with the following wording:

"I understand travelling with bamba Experience Inc. may involve risks (and rewards) above and beyond those encountered on a conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am travelling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on conventional holiday. I have read and understood the bamba Experience Inc. dossier for this trip I am undertaking and have provided details of any preexisting medical conditions I may have to bamba Experience Inc. representatives. I accept these risks and obligations and I fully assume the risks of travel. Please find the official Release Form by clicking on the following link:

[RELEASE FORM](#)

Optional Activities: I understand during my trip there may be opportunities to undertake activities which do not form part of the itinerary. I understand bamba Experience Inc. makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand bamba Experience Inc. is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full responsibility for any risks involved, and the waiver and release of the Releases set out in the foregoing paragraph shall apply to such optional activities."

Hotels, shuttle services or other elements of a Package will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. Standards of hygiene, accommodation and transport in some countries where excursions take place are often lower than comparable standards than what the Client may reasonably expect at home. The Company will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. In the event of a complaint by a Client, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of the United States of America have not been met.

14. AUTHORITY ON TOUR

At all times the decision of the Company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. By booking with the Company, the Client agrees to abide by the authority of the tour leader or Company representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tou.,



the Client must advise bamba Experience Inc. at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others the Company may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

15. GUARANTEED DEPARTURES

The Company guarantees selected departures at their discretion. The departure shall become guaranteed once there is one Client confirmed upon it. This guarantee of departure is still subject to force majeure situations, and the Company reserves the right to remove the guaranteed designation at anytime due to circumstances beyond reasonable control. The Company will not be held accountable for any indirect cost resulting to the client for this action.

16. TRAVEL DOCUMENTS

Valid Passport: The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

Documents: To expedite the issuing of bamba Experience Inc. travel documents please note that all tour related travel documents such as vouchers, itineraries and invoices will be sent via email or will be available on the website www.bambaexperience.com once full payment has been received by the Company. The Company reserves the right to impose an Administration Fee on those Clients who wish to receive their travel documents by other means.

Trip Details: It is the Client's responsibility to visit the website or contact our Operations Team (Happiness Team) at least 72 hours prior to departure to ensure that the most current Trip Details are in their possession as minor changes may have been made since the tour documents were originally provided by the Company.

Visas: It is the Client's responsibility to check Visa requirements for each country of travel according to their nationality. The Visa requirements may change at any moment without prior notice and the Company is not responsible for informing the client about this.

17. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

18. INSURANCE

It is mandatory that all Clients obtain travel insurance with a minimum medical coverage of US\$75,000 while travelling with the Company and this insurance must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. Clients must be able to provide proof of Insurance purchase and adequate coverage as per the required amounts above if requested by the group Leader or Company Representative. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Company shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, publicly owned or operated by the Company or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. The Company cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by the Company such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation. The Client acknowledges that the cost of the tour does not include insurance, and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

19. CLIENT RESPONSIBILITY

The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in her or his daily lives. By booking travel with the Company, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such



travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and is encouraged to locate or make contact prior to embarkation with her/his local embassy or consulate in each destination.

20. ILLEGAL SUBSTANCES

bamba Experience Inc. does not allow Clients to carry any type of illegal drug on any of our trips. If the federal police checks and finds illegal drugs in a Client's bag or on his/her person, bamba Experience Inc. will not be held liable. The Client will be held liable and assume full responsibility for the consequences of carrying illegal drugs in a foreign country.

21. DISCOUNTS AND PROMOTIONS

All discounts and reduced pricing are applied at the Company's discretion.

22. CLAIMS AND COMPLAINTS

If a Client has a complaint against the Company, the Client must first inform the tour leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, the Client must contact the Company representative or local Office Manager whilst on tour in order that the Company is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on tour will reduce or extinguish the Client's ability to claim compensation from the Company. If satisfaction is still not reached through these means while the Client remains on the tour, any further complaint must be put in writing to the Company, via its Agents or directly to head office at happy@bambaexperience.com, within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.

23. OPTIONAL EXTRAS

Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Amongst others, optional extras include rafting, horseback riding, sightseeing flights and other extras that are not included in the tour price.

24. LIABILITY

The Company is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the Company and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then the Company limits its liability, where applicable by the International Conventions.

25. SUPPLIERS AND INDEPENDENT CONTRACTORS

Hotels, shuttle services or other elements of a Package will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. The Company will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. Neither the Company or any carrier is liable for independent contractors

26. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

27. SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon bamba Experience Inc. and the Client and their respective heirs, legal personal representatives, successors and assigns.

28. ERRORS AND OMISSIONS

Although bamba Experience Inc. has made a concerted attempt to verify the accuracy of statements made herein and bamba Experience Inc. cannot be held responsible for any error, omission or unintentional misrepresentation that may appear on this website and on the brochure



29. PRIVACY POLICY

bamba Experience Inc. will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers to enable the operation of the services requested by you. We do our utmost to protect your personal information.

30. APPLICABLE LAW

The Terms and Conditions including all matters arising from it are subject to the United States of America Law and the exclusive jurisdiction of the United States of America.

31. BOOKINGS

All online reservations and agency bookings shall be deemed as booked in the United States of America and shall be subject to the United States of America law and jurisdiction.

32. TERM bamba EXPERIENCE INC.

In this agreement the term "bamba EXPERIENCE INC." includes bamba EXPERIENCE INC., its servants, agents and subcontractors. The objective of travelling with bamba EXPERIENCE INC. is to try with our best effort to bring you into peace of mind and enable you to learn about yourself and the world around you; through our impeccable services and service quality.

33. IMAGES, VIDEOS AND MARKETING

The Client agrees that during the tour images, photos or videos may be taken by other travellers and/or the Company Staff that may contain the Client in part or in whole. The Client agrees that these images may be reproduced by the Company and the Client grants perpetual, royalty-free, worldwide, irrevocable license to reproduce such images, photos or video in any medium for promotion and publicity purposes.

34. CURRENT INCA TRAIL REGULATIONS AND PROCEDURES

The rules and regulations controlling the Inca Trail and Machu Picchu are continually changing and it is important to be aware of the issues detailed in this document before embarking on your adventure to Peru.

No more than 500 people per day are allowed to start the Inca Trail trek at km. 82. This number includes all support staff (ie. porters, cooks and guides) and is very tightly controlled. Once this limit of 500 people is reached, the Trail is effectively closed off for the day and no further bookings can be made. Reservations are not held on the Trail and all permits to trek must be bought as far as possible in advance with complete and correct passport information, to which no modifications can be made. Any attempts at modifications will result in a loss of the permit and any money paid.

Booking policies: The bamba Experience policy for all Inca Trail bookings is:

All bookings are done on request, and we require the following information to process your permit:

- Full name (exactly as it appears on the passport)
- Date of Birth
- Nationality
- Passport Number
- Date of Passport Expiry - Must be valid for at least 6 months past the date of travel.

Important Note: The passport number and name that is submitted to bamba Experience Inc., at time of confirmation, will be used to purchase the Inca Trail permit. This passport number and name will be used to identify yourself as you enter the checkpoint at the start of the trail and throughout the hike. If this information does not match the information you have submitted at time of confirmation, then you will be denied admission to the Inca Trail. Please note that these rules and regulations are strictly enforced by the governing bodies of the Inca Trail in Peru and are out of the control of bamba Experience Inc., meaning no exceptions can be made. If you are denied access on the Inca Trail as a result of providing incorrect or invalid information, cost of accommodation and other services during this time will be the responsibility of the individual and not bamba Experience Inc.

Inca Trail Cancellations: Due to the strict Peruvian government regulations all Inca Trail bookings have strict cancellation fees (refer to section #5 for more info).

Cancellation by Client - Inca Trail:

30+ days prior to trek departure - Charged 50% of total booking price

Between 0 and 29 days prior to trek departure - No refund

ALL Clients participating in Inca Trail Treks, Alternative Treks and/or adventure activities on all bamba routes will be required to sign a release form in order to participate. Negligence to sign the form will result in a complete loss of the trip with no refund. Please find the official Release Form by clicking on the following link: [RELEASE FORM](#)

35. UPDATING OF TERMS AND CONDITIONS

The Company reserves the right to update and/or alter these terms and conditions at anytime, and it is the Client's responsibility to be familiar with them. The latest terms and conditions may be found on the Company website www.bambatravel.com





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