

## Booking conditions

### Journey Latin America operates both Private Bespoke Journeys and Group Journeys

The Important Information and Booking Conditions below relate to bookings made from the Journey Latin America brochures, or for any bookings initiated from our website, or without reference to either. You must read this Information and Conditions before you pay a deposit.

Before booking, please refer to the FCDO website to ensure that you're comfortable with the travel advice to the places you're going to: [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)

(Last updated on 01 September 2022)

## Important Information

### The nature of our holidays

Most of our suggested itineraries and excursions which fall into the category of Bespoke or Private Journeys are hotel (or motor vessel)-based, using accommodation that ranges from the comfortable to the luxurious, and do not involve hard physical effort or deprivation. Escorted Group Journeys are for the most part of fixed duration and fixed itinerary. Our Discovery Group Journeys are slightly more adventurous, and you may have to take the rough with the smooth; Classic Group Journeys follow similar routes, but focus more on comfort.

Many trips will offer optional activities, such as riding, hiking, cycling, or kayaking, which involve moderate effort over a period of only a couple of hours or so. Others include these activities as an intrinsic part of the itinerary, and you will need to be fit. Latin America's infrastructure and tourist amenities have improved but it is still largely an underdeveloped continent, and the high altitudes of the Andes or the tropical fastnesses of the Amazon rainforest do not lend themselves to creature comforts.

Even the most meticulously planned arrangements can, and do, go wrong. Conditions are such that there may be moments of discomfort, and delays are a way of life. Clients booking group or tailor-made travel arrangements implicitly accept the above. Journey Latin America accepts no liability for the results of delays, or any loss, consequential loss or contingent liability arising from them. Clients, their baggage and property travel entirely at their own risk, acknowledging that in participating in the trip, certain risks may occur, including, but not limited to, the hazards of travelling in mountainous terrain, the forces of nature and the limited medical facilities of some regions. Passenger seat-belt regulations are not widely enforced. Hard hats are not normally provided for riding or cycling. In addition, most high rise hotels in Latin America have only one stairway to upper floors; if you would like a room on a lower floor we can request this at the time of booking but it cannot always be guaranteed.

### Escorted Group Journey itineraries

It is very unlikely that the basic itinerary of a trip will be altered unless there is an unavoidable reason for it. However, the itineraries given are a guide to intentions rather than immutable contracts and occasionally it may be necessary for us to make small alterations to the accommodation, transport or order of an itinerary. Please note that no refund or compensation will be payable in these circumstances.

### Our tariffs: Bespoke and Private Journeys

The prices shown for our suggested itineraries give you a guideline as to cost, though obviously this will vary with any changes you decide to make. The prices reflect the tariff in the lowest appropriate season in standard or superior accommodation as indicated. Where appropriate, transfers and excursions may be private; on other occasions you'll be sharing the services with others - especially where there is nothing special to be gained by private travel. You can of course, ask us to modify these details if your priorities are different: in fact, the journeys are in most cases very flexible. A full quotation will accompany our written proposal for your itinerary.

### Our tariffs: Group Journeys

Since for Group Journeys the departure dates, duration and itineraries are fixed, so too are the prices. These vary only with season. However, you may opt to pay a supplement to upgrade your transatlantic flight to a more comfortable cabin, or even a different airline. Similarly, you may opt to pay a single supplement (where available) for your hotel rooms. For clients who have their own connecting flight arrangements in place, we also offer a price exclusive of these flights. And we are also very experienced in arranging Private Journeys to dovetail with the beginning or end of a Group Journey with us.

### Not included in the Tariffs:

- Comprehensive travel insurance. It is a condition of our accepting your booking that you have suitable insurance for the duration of your travel arrangements with us [See Insurance in Booking Conditions below]
- Visa fees [see Visas below]
- Porterage/bag carrying (unless stated), laundry, telephone calls, items of a personal nature and gratuities.
- Side trips or excursions shown as optional. On Group Journeys, we can give on request a broad estimate of the cost of optional excursions on a given trip
- Food, other than stated [see Meals below]
- Entrance fees to national parks or municipal taxes which cannot practically be collected at the UK end, and which must usually be paid locally in cash. The most significant of these is the Galápagos Islands fee.

In some locations the services of a representative are not included, and, particularly if you have so requested, you may have only a driver who speaks little English.

### Visas

Visa information currently displayed in both our printed and online Briefing Dossier relates to British passport holders and to stays of 30 days or less, and in all cases to clients whose personal or professional circumstances do not preclude their entry to a country, or their transit through it. Currently, in Latin America only Cuba and Suriname charge visa fees for UK passport holders. It is the responsibility of other nationalities to check their own visa requirements.

Passengers intending to enter or transit the United States of America must have a valid, machine-readable passport and MUST complete the ESTA (Electronic Travel Authorisation System) form before departure. Please visit the following website: <https://esta.cbp.dhs.gov> Passengers who have not completed the form will be denied boarding. If you are not the holder of a full British passport, you may be required to apply for a visa. Your full passport must have at least 6 months' validity remaining after the date of return travel. A similar system and passport requirements apply to passengers travelling via Canada who must complete the (ETA) Electronic Travel Authorisation online before departure. Please visit the following website: <https://www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada/eta/apply.html>

#### Meals

We rarely make reference to meals in brochures, but their inclusion or not in the price of a Bespoke or Private Journey will be clarified in your individual proposal. In many cases breakfast is included in hotel rates (e.g. always in Brazil, not always in Mexico). Some hotels and itineraries will offer full-board (breakfast, lunch and dinner) or half-board (breakfast and one other meal). Breakfast may be a substantial buffet, or, more rarely, a simple bread roll and a hot drink. On Group Journeys the group generally eats out together once a day, but there is no insistence on this. The Journey Latin America tour leader gives information on restaurants and usually accompanies the group, the evening meal being a good social focal point.

#### Card payments

Debit Card and Credit Card payments to us attract no surcharge.

#### Documents, vouchers and tickets

A Briefing Dossier with general information on visas, inoculations, recommended personal baggage, currency, climate and photography will be sent to you by first class post shortly after your booking has been confirmed. It's also available online [download the Briefing dossier](#)

At each stage of the booking you will be sent a receipt or confirmation slip. After you have paid in full, you will receive (usually between one month and 10 days before departure your transatlantic airline e-tickets and any domestic flight tickets that are to be issued at this end. Most tickets are issued electronically, but traditional paper tickets may be necessary on some routes. Bespoke and Private Journey clients will receive an itinerary for the services we have contracted on your behalf in Latin America. Our financial summary or itinerary is not a travel document, although you may be asked to show it as evidence for your eligibility for the airfare you have paid. If you do not have a valid ticket or e-ticket, the airline may ask you to pay again, but these days usually your passport is sufficient for transatlantic flights. Once you arrive in Latin America, any necessary service vouchers will be issued locally by our local representatives. A 24-hour emergency UK number, printed in your final itinerary letter, will enable you to contact us quickly if something goes wrong.

#### Airport Taxes and airline surcharges

Airlines as a matter of course apply fuel surcharges, as well as taxes, to their normal fares. This is included in the fare we quote to you but is subject to change until you have paid in full and the ticket has been issued. All airport taxes which are pre-payable at this end are included in the airfare quoted to you. Occasionally, we are unable to collect domestic airport taxes within Latin America as these have to be paid locally. Where we're aware of them, we'll tell you about it in advance.

#### Airport Transfers for Group Journeys

If you arrive internationally by air into the start-city on the day the trip starts, irrespective of where you have bought your flight, the cost of the airport transfer is included. Where you are using the flights we have allocated to the trip you are booking, this will usually be the case, unless you have booked late, and the seat allocation has been relinquished. The same applies for departure transfers from the end-city. If you arrive/depart from a domestic airport or on different days, we will charge you extra if you wish us to arrange transfers.

## Booking Conditions

Please pay particular attention to the following paragraphs:

1 Deposits and interim payments

7 Cancellation penalties on airline tickets

10 Cancellations by you

17 Insurance

18 Your responsibilities

Your contract is with Journey Latin America Ltd (registered in England under Reg No. 1474705), a fully ATOL-bonded member of ABTA, trading as Journey Latin America, hereinafter called JLA. When making a booking, you (the lead name on the booking) guarantee that you have the authority to accept, and do accept for you and on behalf of your party, that you are subject to the following conditions, and are deemed to have read, understood and accepted these as well as the paragraphs above under the heading General Information. Your contract with JLA is also subject to the terms and conditions of carriage of any airline used.

### 1. Deposits and interim payments

A non-refundable deposit of £500 per person travelling, or appropriate amount as stated in the brochure or on the website, is required when the booking form is submitted. You must read our booking conditions before you pay a deposit. For certain destinations, properties and services a higher deposit may be required and you will be advised of this at the time of booking. Some arrangements are booked through companies with whom we are in association, (particularly cruise operators) and there may be a requirement of an intermediate payment. This information is given in the Tour Tariff sections where appropriate, but we will also advise you of any special booking conditions when we send a financial summary. In the case of expedition cruises (such as Antarctica) and self-drive holidays, individual cruise operators and car hire companies require travellers to complete their individual passenger information forms, and adhere to their booking conditions. By confirming your booking with JLA you confirm your acceptance of these additional conditions. We will issue a confirmation at which point we have accepted your booking and a contract exists. We will normally confirm the proposed arrangements within 5 working days. However, in the case of certain bespoke arrangements, please allow time for us to communicate with Latin America - this sometimes takes a week or more.

## 2. Presentation of Prices

It is not our practice to provide a detailed breakdown of costings where we are constructing a multi-sector itinerary, but we will show a separate figure for flights if our contract with the airline permits us. It is your responsibility to check the confirmation and to let JLA or your travel agent know immediately in the event of any error. In the event that there is an obviously incorrect price shown on your financial summary JLA will issue a new one and not be bound by the price quoted on the incorrect one.

## 3. Confirmations

If we are unable to confirm you on a tour or if the minimum numbers required for the tour to go ahead hasn't been reached, we will refund your deposit, in full. However, for tailor-made arrangements, it is likely that we may not, from the outset, be able to confirm you on the very precise itinerary that the brochure or proposal or website states. We will, of course, search diligently for what we consider to be an acceptable alternative and this may be reflected in a higher or lower overall price. Clients should be aware that, if we feel we are proposing a reasonably close alternative to that requested, we will not refund a deposit. In practice, we are sympathetic to a client's demands, and if you make it clear from the outset that you have a particular requirement that must be fulfilled, we will refund deposits in full if we cannot meet this demand.

## 4. Acceptance

JLA reserves the right to refuse any booking from prospective clients whom JLA considers unsuitable for the type of travel to be undertaken.

## 5. Final payments

Final payment is due not less than 60 days before departure, or immediately if you book within 60 days of departure. However, it may be that to guarantee a price, we may have to ask you to pay in full for all or part of your holiday at an earlier date. If full payment is not received accordingly, JLA reserves the right to treat your booking as cancelled and apply the appropriate charge as outlined in paragraph 10(a). This also applies to interim payments, where applicable, as stated in 1. Deposits. Where we are aware that an increase in flight cost is imminent we will advise clients that immediate payment will enable us to issue tickets so as to avoid passing any additional flight cost, tax or other surcharge on to the client. This also applies to clients making flight arrangements which are allied to, but do not directly affect, tour arrangements we are making.

## 6. Children

Children over the age of 12 are treated as adults as far as pricing is concerned. Many of our escorted group and tailor-made holidays or extensions are suitable for families and we suggest that you contact us to discuss the best options before booking. There are sometimes reductions for one child (and sometimes two children) sharing the room of two accompanying adults, but these vary from country to country and resort to resort. These arrangements usually involve placing an extra foldaway bed in a normal double room.

## 7. (a) Longhaul (usually transatlantic) airline tickets

Flights may or may not be priced separately from the tour cost, but usually tailor-made/bespoke holidays show them separately, and escorted group holidays show a flights-inclusive price (but see 7b below). At the time of booking, if there is a lack of availability in the specified class on any particular flight, we will endeavour to offer you alternative economy class seats and shall advise you of any additional flight supplement payable before you book. The same applies when clients request alternative or extraordinary flight arrangements. We will not issue airline e-tickets until we have received full payment for them. Many of the airfares we apply are negotiated as special arrangements and attract higher than normal cancellation penalties. Certain airfares are only guaranteed at the time of issue and thus fares and taxes may change without warning. As a general rule there is no penalty additional to those listed in paragraph 10 if an airline e-ticket is cancelled before it is issued; once the ticket is issued, each airline imposes its own rules, and the cancellation penalty may be as much as 100%. (Bear in mind that moneys paid for all services cancelled within 29 days of departure are non-refundable). Clients should not take the ticketed fare into consideration when attempting to assess potential refunds on unused e-tickets.

## 7.(b) Land-only tours

For the land-only option of a Group Journey shown on the website, the price shown excludes flights to the start of your trip. We strongly recommend you do not confirm or pay for any flight or other arrangements until we have confirmed your land-only reservation to you in writing. If you do, JLA does not accept responsibility for any costs incurred for cancellation of such services if your chosen tour does not confirm. JLA can often hold flight reservations from the UK without having to confirm or pay for the seats immediately. If you would like us to do this for you, please chose the flight inclusive option when booking online.

## 8. Independent arrangements and discontinuous itineraries

Clients may already have flight, accommodation or transport reservations in place when they book arrangements with us. Please note we accept no liability for dovetailing with these independent arrangements, or where your booked itinerary with JLA is discontinuous. In these circumstances if for example you arrive late to join a trip or to make onward connections, we shall endeavour to rearrange hotels and transfers, but we accept liability only for the elements of the itinerary that we are contracted to provide.

## 9. Alterations by you before departure

If you decide to change any part of a confirmed booking up to 60 days before departure, we will try to assist but will charge for additional holiday costs incurred, including cancellation charges that may be incurred for services cancelled. We reserve the right to make in addition an administration charge of £50 per person. Whilst JLA will do its utmost to assist you with any changes this may not be possible. Any amendments must be made in writing by the lead passenger on the booking. Alterations within the periods below in paragraph 10 before departure we may choose to treat as a cancellation, and the penalties stated will apply.

In circumstances where a client is unable to travel, you can transfer your booking to another suitable person on the same tour arrangements, dates and itinerary, if that person satisfies the conditions applicable to the tour or excursion. For services which have already been purchased by JLA and are non-refundable, additional costs of amending and/or acquiring these services for the replacement client must be paid by you. Airlines normally consider name changes as a cancellation and any alteration may incur a full cancellation penalty for the airfare. JLA must be given reasonable notice of the transfer request, which is considered to be at least 7 days prior to the outward departure date.

## 10. Cancellations by you

Any client who wishes to cancel must do so in writing and the following fees or percentages will be charged based on the date of receipt in writing, by fax or by email by JLA of notification of cancellation. Cancellations will take effect the day said written notification is received by us.

### a) Standard conditions

If cancelled:	Maximum charge
60 days or more before departure	Deposit (and interim payment where appropriate)
Between 59-30 days before departure	60% of tour cost or interim payment whichever greater
29 days or less before departure	100% tour cost

### b) Cruise conditions

If cancelled:	Maximum charge
120 days or more before departure	Deposit and interim payment
Between 119-60 days before departure	Interim payment or up to 100% of cruise cost
Between 59-30 days before departure	100% of cruise cost
29 days or less before departure	100% of tour cost

If cancellation occurs less than 60 days before departure and full payment has not been received, the appropriate charge will still apply and unpaid moneys are due immediately. If the reason for your cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges.

### c) Alteration or cancellation after commencement of travel

JLA will do its best to implement any alterations that you request after your tour has commenced, but we cannot guarantee that it will be possible. In the event of such amendments being made you will be liable for any alteration or cancellation charges that may be levied for the services originally booked, and for the booking of revised arrangements and the arrangements themselves. As a basic principle, no refund will be paid to clients who do not commence or complete a tour, extension, or sector but please see paragraph 14 Refunds.

## 11 Covid-19: Acknowledgement

Clients must attest to their fitness to travel and agreeing to comply with all health protocols as directed by Journey Latin America staff during their journey. Clients may not travel if they test positive for COVID-19 during the 14 days prior to departure; standard cancellation terms will apply. Clients voluntarily assume all risks and related expenses in the event that they or any member of their travelling party require testing, quarantine or becoming infected with COVID-19. You must ensure you have travel insurance which covers these costs for you. We also ask that all our clients acknowledge and accept that the suppliers providing the holiday, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks, social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on clients' enjoyment of the holiday and all measures will be taken with the purpose of securing everyone's safety.

## 12. Cancellations or alterations by JLA

### a) Alterations

We will of course aim to provide the services we confirmed. However, arrangements are planned several months in advance and rely on the services of independent airlines and other service providers over whom we have no direct control. Therefore, JLA reserves the right at any time to make changes to your holiday arrangements (including flights, accommodation, transport or services) and if changes are made we will advise you or your travel agent where possible before you depart. Flight timings and carriers in the brochure are subject to change as a result of airline procedures, and details given on your Itinerary are for guidance only. Even details shown on your e-tickets may be subject to change locally especially in respect of airline schedule changes or any other operational decisions.

In the unlikely event that there is a change to the actual airline after you have received your tickets you will be notified as soon as possible. Such a change is deemed to be a minor change. Other examples of minor changes include, but are not limited to, alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard. In these circumstances, JLA will try to notify you where possible but will not pay any compensation in respect of minor changes. The flight number and airline shown on your ticket may not be the one you actually fly with - this is called code-sharing. Usually, airport departure information boards will reflect this, and 'toggle' between two flight numbers even though it's the same flight. We also deem certain Covid-19 related travel and destination requirements as insignificant changes in that we do not expect these changes to significantly affect the performance of the holiday or your overall holiday enjoyment. Such changes may include the requirement to wear face masks, make regular use of sanitising stations and maintain social distancing. Some changes may also affect the availability of certain services and facilities. We expect all customers to adhere to the local and national guidance that is in force at the destination and whilst travelling to and from the destination, and the Company shall have no liability to you if you fail to comply with those rules and regulations.

Where we deem Covid-19 changes to have a significant impact upon your holiday or if we make a material change (examples of which are a change before departure involving a significant change of resort or ground itinerary; a significant - usually more than 24 hours - change of outbound flight time), you may cancel your booking and obtain a prompt and full refund of all money paid by you to JLA provided that you have given us written notification of cancellation within 7 days of the date on which we notified you of all alterations.

Period before scheduled departure date within which a material change is notified to you.

Notification period	Compensation
119-56 days (for cruises)	£10
42-29 days	£20
25-15 days	£30
14-0 days	£40

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation for any change or cancellation caused by events such as war or threat of war, terrorist activity, insurrection, riots, strikes, civil action, decisions by governments or governing authority, natural or nuclear disaster, health risks, epidemic or pandemic illness, including any mutation or variation of, and the ongoing effects of, Covid-19, bad weather, the act of any government or other national or local authority, unavoidable technical or maintenance problems with transport, cancellations and changes of schedules of air, land or sea carriers which are the force of force majeure, closed or congested airports, ports or stations, or similar circumstances beyond our control. Advice from the UK Government Foreign Commonwealth & Development Office to avoid or leave a particular country may constitute force majeure.

#### b) Cancellations

JLA reserves the right in any circumstance to cancel all or part of your travel arrangements. We will not cancel within 8 weeks of our booking departure date, except in circumstances of force majeure, or the clients' failure to pay the final balance on time, or where the minimum number of clients required to run an integral excursion or element of the trip is not met.

Where we are obliged to cancel all or a discrete module of your travel arrangements for reasons beyond our control, as described in 11a (force majeure) or 11c, JLA shall inform agents, and clients who have booked direct, as soon as possible and offer alternative arrangements of comparable standard, if available.

If any of the causes for cancellation or amendments occurs after travel has commenced and for reasons beyond our control, as a basic principle, refunds will not be made for any unused portion of the holiday, travel or accommodation arrangements which are not attributable to a failure on our part or the part of our suppliers to provide the travel services. In such circumstances, any claims should be made under a personal travel insurance policy.

#### c) FCDO Travel Advisories

If the FCDO ([www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)) offers advice against all or non-essential travel to a country or area, JLA will offer an alternative itinerary, deferred holiday credit voucher or if appropriate, a full refund. JLA will be as sympathetic as possible and will use common sense and information from the appropriate British Embassy to make this judgement. For example, if we have information that advice against travel is likely to be downgraded shortly, we may delay the offer of an alternative itinerary, deferred holiday credit voucher or a full refund. Where your travel arrangements are tailor-made in nature, you may decide still to travel against the FCDO and JLA's advice at your own risk; you should be aware that this will affect your personal insurance cover. Please note that the above paragraphs do not apply if the FCDO advice is to consider postponing travel.

### 13. Prices

#### a) Exchange rates

We rarely sell resort-based holidays where the tariffs are based on an outmoded model of hotels and services bulk-booked in advance. Holiday prices and scheduled airfares we quote are based on exchange rates which may vary several times over a year or more, rather than at single defined calendar date. The price of a Journey or tour may be varied at any time before we have accepted your booking, and thereafter if you make any amendments to the original booking.

#### b) Surcharges

When your holiday is confirmed, we guarantee we will not surcharge for any additional costs associated with currency fluctuation, government action or government imposed taxes/increases, overflying charges, increase in scheduled airfares, airport taxes or embarkation or landing fees at ports. The only exception is in limited circumstances (particularly with cruise arrangements), operators may reserve the right to pass on surcharges due to changes in the cost of fuel. In this case, we will absorb the equivalent to 2% of the price of your travel arrangements. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value) or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should the price of your holiday go down due to changes in the cost of fuel, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred.

#### 14. Refunds and compensation

As a basic principle, no refund will be made for any unused hotel accommodation, service or transport. However, where we ourselves are able to obtain a refund from hotels or principals for services not used, we will endeavour to pass this on to the client, less reasonable administration charges. JLA's responsibility will not extend beyond this refund (where possible) and no payments will be made, or compensation given in respect of claims for contingent liability or inconvenience experienced by clients. No refund can be made on lost, mislaid or destroyed e-tickets or vouchers.

#### 15. Variation of conditions of contract

No employee, servant, agent or associate of JLA may vary or omit any booking conditions without the written consent of a Director of JLA.

#### 16. Jurisdiction

All matters concerning the booking shall be governed and construed in accordance with English law and each party agrees to submit all such matters to the exclusive jurisdiction of the English courts.

#### 17. Insurance

It is a condition of booking with JLA that you take out travel insurance at the time of, or prior to making your booking, and which fully covers your period of travel. We recommend that you take out insurance early (our recommended policy covers loss of deposit), so that you get full value for money for cancellation insurance. The price of policies varies according to age, pre-existing medical conditions, duration of travel and the amount for which you need to be insured. It is your responsibility to ensure that the insurance cover you buy is suitable and adequate to your particular needs and especially in relation to personal accident, all medical expenses and repatriation costs. It is imperative to choose a policy that covers broader levels of Covid-19 medical expenses and cancellation cover, including cancellation prior to travel should you be required to medically quarantine, curtailment of your trip and medical expenses whilst abroad. You are also required to carry proof of insurance with you and produce it if reasonably requested by our tour leaders or local suppliers. If you lose any personal items whilst on holiday you are advised to obtain a written police report and/or from a local representative to assist with any insurance claim upon your return.

The provider we recommend is Campbell Irvine Ltd, whom we have been dealing with for over 30 years on our clients' behalf. They have given us a summary sheet of insurance options for 'mature' travellers and high value cancellation insurance. Please see the [Travel insurance](#) section of our website for further information.

#### 18. Your responsibilities

Before booking, please refer to the FCDO website to ensure that you're comfortable with the travel advice to the places you're going to: [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)

It is incumbent upon clients to behave in a responsible, restrained and sober manner when dealing with our local suppliers and representatives, with local authorities and with fellow travellers. If you are affected by any condition, medical or otherwise, that may compromise your or other people's enjoyment of the holiday, you must advise us at time of booking. Clients agree to accept the authority and decisions of JLA's employees, tour leaders, and local suppliers whilst on holiday with JLA. If, in the opinion of such persons, the health, level of fitness or conduct of a client at any time before or after departure appears likely to cause danger, distress or loss of enjoyment to others or to the client him/herself, the client may be excluded from all or part of the tour or excursion without refund or compensation. Similarly, you must meet any expenses JLA incurs as result of your behaviour. The behaviour and well-being of minors is the responsibility of parents or accompanying adults. You must ensure that all your travel documents, full passport, visas, inoculation certificates, credit cards, currency and travellers' cheques are in order. No credit or refunds will be given as a result of lost, misplaced or destroyed travel documents. If your hotel has a safe, keep your passport there (but always carry a photocopy of the important pages for identification purposes). Use your common sense to judge whether hotel safe-boxes are indeed 'safe', since, even if we have booked the hotel for you, JLA will accept no responsibility or claims for contingent liability for theft from hotel rooms or safekeeping.

Yellow fever, typhoid inoculations and prophylactics against malaria should be considered for all South and Central American countries within the tropics, please consult a qualified medical practitioner. We are able to give general advice, but cannot be held responsible for any information not stated in writing as indicated below.

The name on your airline e-tickets should be the name that appears on your full passport, so where we are booking flights on your behalf, we will use the name exactly as given on your booking form. If the name given is not as it appears in your passport, any penalties or charges incurred by airlines will be your responsibility, including the purchase of a whole new ticket if necessary.

Please note that if you believe that we have stated orally that a particular facility or service would be available, we ask you make a brief reference to it in writing so that we may confirm it to you when accepting your booking. The same applies to requests for special diets, flight seats, car hire category, room/cabin allocation and other sleeping arrangements, facilities for the disabled, all of which we must be made aware of in writing at time of booking. If JLA or any local supplier reasonably feels unable properly to accommodate the particular needs of the person(s) concerned we reserve the right to decline the booking. Whilst every effort will be made to meet requests for special diets and disabled facilities, they cannot be guaranteed in Latin America, nor can we accept claims for compensation associated with their non-provision. Similarly, any special request for flights seats, car hire category and room/cabin allocation is at the discretion of the service provider and all special requests are subject to availability, and cannot always be guaranteed. We will pass on any special dietary requirements to airlines but we recommend that you confirm this directly with the airline once your e-tickets have been issued.

#### 19. Our responsibilities

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. In many Latin American destinations, standards of quality, safety and hygiene may often be lower than those which would be expected to be found in the UK. Indeed the allure of some of our destinations is to experience relatively untouched parts of Latin America and thus facilities and infrastructure in some areas may be of a basic nature and more appropriate to the local culture than to foreign tourists. The nature of the prevailing conditions may also give rise to events or entail risks beyond those either planned for or usually encountered. All bookings are accepted on the understanding that such differences are appreciated by clients and that they undertake all tours and excursions of their own volition. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply (for example those of a civil aviation authority) or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors whilst acting within the scope of, or in the course of their employment, as accepted under English law. We accept responsibility for the proper performance of the travel services included in the holiday itinerary. If any part is not provided as promised, other than as a result of force majeure (see 11a) we will pay you appropriate compensation if this has affected your enjoyment of the holiday. Our liability in such cases shall be limited to a maximum of three times the total price of the package. We accept no responsibility for any services and arrangements which do not form part of the booking with us.

Our liability will also be limited in accordance with and/or in an identical manner to

a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and

b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from us. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

Air travel is also subject to operational decisions of government bodies, carriers and airports which may result in delays or diversions. Please note that transatlantic and Latin American carriers sometimes change the departure time of flights at short notice, and in some instances, schedules shown in the computers of transatlantic carriers differ from those actually flown by smaller local carriers. We advise you that it is your responsibility to be meticulous in locally reconfirming directly with the carrier operating the flight. JLA accepts no liability for the consequences of flights missed owing to the passenger's failure to reconfirm both the reservations and timings. Clients flying in economy class to long haul destinations should be aware that flights are often heavily booked; each airline has a different policy regarding the reservation of the specific seats often at extra cost. You may not be able to get seats together. We also recommend that you check in early for a long flight, and in any case, not less than two hours before scheduled departure time.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

NB this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

#### 20. Prompt assistance in resort

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

#### 21. If you have a problem on holiday

You must inform us without undue delay of any failure to perform or improper performance of the travel services in the package. If you have a complaint, please bring it to the attention of JLA's tour leader or local agents immediately to enable them to do their best to rectify the situation. It is sensible to expect a client travelling in Latin America to be reasonably resourceful if things go wrong; this does not mean spending limitless money and expecting us to pick up the tab, or doing nothing at the time, and writing a letter of complaint on return. If your local agent is a few

minutes late in meeting your flight, give him a chance to put things right on the ground - this is far the best solution for you, for us and for our agent. If all else fails, call JLA in London on our 24-hour emergency line provided in your final documents. If you have a problem during your holiday, it is a condition of this contract that you communicate this to the supplier of the services (e.g. hotel) and to our tour leader or representative locally in Latin America, and put your complaint in writing. If you fail to follow this simple procedure, we will have been deprived of the opportunity to take remedial action whilst you are away. This may also affect the outcome of the complaint and your rights under this contract. If the problem remains unresolved please write to us within 28 days of your return to the UK with all the relevant information and quoting your booking reference number. Please keep your correspondence concise and to the point so as to assist us quickly to identify your concerns and respond accordingly. We will acknowledge and investigate, and reply in full as soon as possible. However, please allow for the fact that we have to deal with Latin America, and delays of several weeks are not uncommon.

We certainly hope that we can settle any complaints amicably. However, in the event that this proves not to be the case, we can offer you ABTA scheme for the resolution of disputes which is approved by the chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com). To use ABTA's simple procedure.

## 22. Rooming - singles and triples

On group holidays JLA has allowed for a certain number of rooms to be occupied by clients travelling alone. These rooms will be allocated on a first-come, first-served basis and the single supplement shown on the individual tour will apply. We also reserve the right to charge the single supplement to any client travelling alone who books within one month of departure, if no willing sharer is available.

For tailor-made itineraries it will be evident that many of the arrangements we offer may be undertaken by one person travelling alone. The tariffs for one person take into account the considerable extra cost of transfers, transport and excursions that would be met by a client travelling alone. This single-traveller rate is considerably higher than a single supplement - that is, the extra tariff for, say, each of three people travelling together to have a room to him or herself. These three friends would be sharing the cost of transport, and would only pay a supplement for the single rooms. Please note that it is often the case that the standard and location of single rooms or cabins is not always as good as that of a twin room. A triple room usually means the addition of a third foldaway bed and thus you may wish to consider booking two rooms for extra space and comfort.

## 23. Rooming - superior ocean view

Some hotels and cruise ships use descriptive terms which don't give the whole picture. Superior might be the lowest category of room, and you might ask "Superior to what... sleeping in the corridor?" Similarly, ocean view might mean the waves lapping at your doorstep, or a distant glimpse of the sea through a canopy of foliage or simply a partial view. When we make reservations, we have to use the naming convention that the hotel adopts (however misleading), and cannot therefore take responsibility for the veracity of hotels' nomenclature of rooms.

For individual hotels themselves, Journey Latin America's accommodation ratings are our own, and often based on staff inspection visits. They may not be the same as the classifications properties claim for themselves. We may also apply these ratings, in broader terms, to ships.

### I. First class superior

The highest levels of comfort and service and, in larger properties, a full range of facilities or an added feature, such as a special historical context or spectacular setting.

### II. First class

High quality and well managed. Larger properties have a good range of facilities. Smaller ones may focus on stylish décor and excellent, personal service.

### III. Upper Mid-Range

Mid-range accommodation with additional facilities and/or enhancements such as an historical context or privileged location.

### IV. Mid-Range

Comfortable en suite accommodation and facilities aimed at the mid-range traveller.

### V. Simple

No-frills, good value with down-to-earth service. Often characterful family-run properties or homestays, rooms usually have private facilities.

### VI. Basic

These hostels, refuges or homestays, often with shared bathrooms, offer only basic facilities and are likely the only option in the area.

### VII. Camping

Tents are provided and staff to prepare meals. You may need to bring your own sleeping bag/mat. Toilet and washing facilities are basic.

## 24. Seasonality and maintenance

In off-season, certain activities and hotel facilities, e.g. excursions, pools, restaurants, etc may not be available owing to weather conditions or lack of demand. Similarly, day-to-day maintenance may mean certain facilities are temporarily unavailable. Conversely, during busy periods hotels often experience full occupancy which may result in a livelier atmosphere and slower service in busy facilities. JLA can offer no refund or compensation in these circumstances.



## 25. Baggage allowances

On scheduled transatlantic flights we can only give general guidance on baggage allowances. Airlines frequently change their baggage allowances to passengers, and there are often inconsistencies in the way airlines handle or charge for excess weight or unusual baggage. Unusual baggage might include, but is not limited to: bicycles, surfboards, scuba equipment, golf clubs, or any bulky or unusually shaped items. JLA accepts no claims for refunds, compensation or contingent liability associated with any part of airlines' performance, delivery of service or baggage handling, or for excess baggage charges that may be applied. There are weight and dimensional restrictions as well as the number of pieces you may carry. Within Latin America, certain excursions and tours have baggage limits as low as 5kg per person. Arrangements can usually be made to leave the rest of your baggage in safe storage. Low baggage limits are indicated in the text. JLA can accept no claims for contingent liability associated with lost or delayed baggage. In addition, any assistance by JLA in relation to such claims to be pursued with an airline is provided on a goodwill basis and in our capacity as agent for the airline.

## 26. Consumer protection, public liability and professional indemnity

Air holidays and associated flights arranged by JLA are ATOL protected and we pay a levy to the CAA for every licensable passenger we book, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 2828. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

Arrangements where no flights are included are protected by our ABTA bond. Our ABTA number is V2522. We also carry both public liability and professional indemnity insurance. You, the passenger, should beware of signing any documents (e.g. through any sub-organiser in Latin America) which absolves a local organiser from the results of its own negligence and reduces your common law rights, since this may invalidate your own travel insurance.

## 27. ATOL Standard Terms required by the Civil Aviation Authority (CAA)

### ATOL Certificate

Many of the flights and flight-inclusive holidays on this website or in our brochures are financially protected by the ATOL scheme, and when you pay you will receive an ATOL Certificate. But ATOL protection does not apply to all holiday and travel services listed. If you do not receive an ATOL Certificate then the booking will not be ATOL protected, but it will be protected by our ABTA bond, or covered by other guarantees.

If you are unsure, please don't hesitate to ask us to confirm what protection applies to your booking.

For more information about financial protection and the ATOL Certificate please see: [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate)

### Your Financial Protection

When you buy an ATOL-protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

### Form of ATOL protection

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

### ATOL Standard Term 7B (30th April 2013)

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## 28. Travel Agents

All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

## 29. Copyright

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