



Ecotel La Pedregoza S.A.S.

Transversal 14 No. 15 - 62, Puerto Carreño, Vichada
Colombia C. +57-350-472-9951 or C. 313-731-3057

NIT: 900.590.524-2

[www. Pedregoza.org](http://www.Pedregoza.org)

Ecotel Reservation Terms and Conditions

Definitions - The Ecotel La Pedregoza or Ecolodge La Pedregoza (the "Ecotel") is operated by Ecotel La Pedregoza S.A.S. (the "Corporation"). Eco-tourists (the "Client") can make reservations, book tours and stay at the Ecotel, while visiting the *Reserva Natural La Pedregoza* and the adjacent forestry project at Finca La Pedregoza in Vichada, Colombia. All prices and currency are expressed in United States of America dollars ("USD").

Medical Conditions - If the Client suffers from a particular medical or physical condition that may impose special requirements when visiting La Pedregoza and Vichada, such as diabetes, pregnancy, severe allergies (especially wasp or bee stings and pollen), disabilities or any other mental or physical condition that may affect the Client's ability to travel, the Client must notify the Ecotel in writing at the time of making the reservation, so that we can advise as to whether travel to Vichada can be accommodated by the Ecotel. The Corporation will not issue a refund for any full or partial cancellation that is the result of a pre-existing medical or health condition, where the Ecotel was not notified at the time the reservation was made. Medical facilities vary from area to area and the Corporation makes no representations and gives no warranties in relation to the standard of medical treatment available in the nearest service center of Puerto Carreño.

Diet - The Ecotel will make its best efforts to accommodate special dietary requirements. However, Clients are advised that the Ecotel has limited access to specialized requirements, such as Kosher food or a strictly Vegan diet. Our pricing is for typical Colombian country and *llanos* food, which we consider to be part of the experience when visiting La Pedregoza.

Children - The Ecotel welcomes children, provided they are subject to parental supervision at all times. La Pedregoza is a natural area, and as such there are many possible dangers, including but not limited to snake bites, caimans, piranhas, sting rays, Africanized bees, wasps, scorpions, jaguars, pumas, venomous centipedes, toxic fruits, berries, mushrooms and plants, steep inclines, rocks, rivers, waterways, caños or creeks. Children requiring a separate room will be treated as adults for purposes of the reservation. Children under 12 staying with their parents in the same room are free. Children ages 12 to 17 staying with their parents in the same room will be charged fifty (50%) percent of the normal per person rate.

Abuse of Minors - The Ecotel and the Corporation support Colombia's Article 17 of Law 679 of 2001, Law 1329 of 2009 and Law 1336 of 2009, and hereby advise all tourists to La Pedregoza that the trafficking, exploitation and sexual abuse of minors in Colombia have severe criminal penalties and sanctions.

Currency - The Corporation will accept most currencies, though all of our rates are based on United States of America dollars. The Client shall pay any difference in exchange rates or exchange commissions, if payment is made in a currency other than USD or Colombian Pesos ("CoP"). The Corporation is not responsible for any additional charges applied to credit card, debit card or PayPal transactions when payment is made by the Client. Cash is king.

Deposits - The Corporation requires a deposit of twenty-five (25%) percent of the total per person rate when reservations are made, with the balance paid in full no later than 21 days prior to the reservation date. If the reservation is made 21 days or less before the arrival date at the Ecotel, then a deposit of fifty (50%) percent of the total per person rate is required. A reservation is not confirmed until the deposit has been received.

Cancellation - The Corporation will refund deposits less a Fifty (\$50.00 USD) Dollar per person administrative fee in cases where the cancellation is made more than 21 days prior to the reservation date. The Corporation will refund deposits less a One Hundred (\$100.00 USD) Dollar per person administrative fee in cases where the cancellation is made less than 21 days and more than 14 days prior to the reservation date. The Corporation will refund deposits less a Two Hundred (\$200.00 USD) Dollar per person administrative fee in cases where the cancellation is made less than 15 days and more than 7 days prior to the reservation date. There will be no refund for cancellations made 7 days or less prior to the reservation date.

Reservations - The Ecotel will confirm a Client's reservation by e-mail or in writing within 48 hours of the reservation being made. The Client will be required to return the Ecotel's reservation form, which at a minimum must include the following information:

- Full name of Client making the reservation as per passport
- The full name(s) of other people in the group as per passport
- Passport number and nationality of each person
- Place of Issue and Expiry Date of Passport(s)
- Contact address and contact telephone number(s)
- E-mail address
- Emergency contact person
- Proposed arrival and departure dates for the reservation
- Any special requirements (medical or dietary)
- Proposed method of paying the deposit

The Corporation has a strict Privacy Policy. We don't spam or sell visitor information.

On-Line Reservations - Any and all on-line reservations made by a Client shall be deemed to have been made in Colombia.

Force Majeure - In the event that there is an act of God or other event beyond the control of the Ecotel or of the Corporation causing the cancellation of a reservation by the Ecotel or the Corporation, including but not limited to severe climatic conditions, flooding, air service problems, security issues, fire, earth quake, war or insurrection, then the Ecotel and the Corporation shall first provide alternate dates to the Client, and if that is not possible, then refund any deposit or payment in full in its entirety to the Client.

Unused Services - There will be no discounts or monies refunded for missed or unused services, including the voluntary or involuntary termination and departure from the Ecotel, including but not limited to sickness, death of a family member or late arrival, nor will there be any discounts or monies refunded for missed tours, events, meals or drinks while staying at the Ecotel.

All-Inclusive Services - The Ecotel is offering an all-inclusive stay at La Pedregoza, which includes accommodations, 2 hours of electricity every day during the stay, room amenities such as towels, soap, sheets and toilet paper, all meals at scheduled times and a reasonable number of alcoholic and non-alcoholic drinks at nearby facilities while at the Ecotel, ground transportation between Puerto Carreño and La Pedregoza and back, nature tours and hikes, kayaks and fishing gear. However, Clients are advised that the Ecotel and La Pedregoza are off the beaten track and that conditions are rustic, simple and designed to produce a minimal environmental foot print on the surrounding natural areas and cultivations.

Pricing - The prices are based on rates and costs in effect at time of posting to the website. The Company reserves the right to alter prices at any time prior to a deposit being received. We will honour any pricing that was in effect at the time a reservation was made, provided there is no significant change in the exchange rate or value of the currency after the deposit is received and prior to receipt of payment in full. Once payment has been received in full we guarantee the pricing.

Flexibility - The Client understands and acknowledges the nature of this type of travel requires considerable flexibility and the Client should allow for reasonable alterations by the Corporation or the Ecotel to tours, routes, schedules, activities, modes of transport, amenities etc., which are the result of seasonal changes to the environment or due to local circumstances.

Acceptance of Risk - The Client acknowledges that the nature of travel to a remote area such as La Pedregoza in Vichada is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and hereby releases the Corporation, its agents and staff from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to engaging in some activities, the Client(s) may be asked to sign a release form saving harmless the Corporation, the Ecotel, its agents and staff from liability. The Client acknowledges that certain vaccinations are recommended when visiting a tropical destination such as La Pedregoza in Vichada, and that there may be some risk of exposure to yellow fever, malaria, dengue or other insect-borne diseases.

Staff Instructions - The *Reserva Natural La Pedregoza* and the adjacent forestry project are natural areas. Ecotel guides and staff will advise guests regarding proper clothing, footwear, sun protection and personal conduct in wilderness or natural areas. The Client acknowledges that to ignore or not follow those instructions may result in injury or even death, and that the Client is completely liable for non-compliance with the reasonable instructions given to the Client by Ecotel guides or staff. Instructions given by Ecotel guides and staff are designed to ensure that everyone has a safe and enjoyable visit.

Valid Passport, Vaccination(s) and Insurance - Clients are required to have a valid passport, together with a valid entry visa for Colombia, as well as an international health certificate showing that they have a valid yellow fever vaccination. The Client acknowledges that they should have valid travel medical insurance during their stay at La Pedregoza.

Documents - To expedite the issuing of travel related documents such as vouchers, itineraries and invoices for the Ecotel, all such documents will be sent via e-mail once full payment has been received by the Company. The Company reserves the right to impose an additional fee on Clients who wish to receive their travel documents by other means.

Optional Extras - Optional extras do not form part of the all-inclusive stay at the Ecotel or of the contract. It is understood and accepted by the Client that any assistance given by the Ecotel in arranging optional extras does not render the Corporation and the Ecotel liable for those optional extras. Accordingly, the Client hereby releases the Corporation, the Ecotel, its agents and staff from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products or services not included in the Ecotel package.

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 as to allow all remaining Terms and Conditions to survive and continue as binding.

Successors and Assigns - These Terms and Conditions shall inure to the benefit of and be binding upon the Corporation and the Client and their respective heirs, legal personal representatives, successors and assigns.

Applicable Law - The Terms and Conditions including all matters arising from it are subject to the laws of the Republic of Colombia and a court of competent jurisdiction in Colombia shall have exclusive jurisdiction to adjudicate any matter arising from these Terms and Conditions.

Privacy Policy - Click on the link to view the Corporation's detailed Privacy Policy.

Images and Marketing - The Client agrees that during their stay at the Ecotel and at La Pedregoza, images, photos or videos may be taken by other travelers and/or Corporation staff or contractors that may contain the Client in part or in whole. The Client agrees that these images may be reproduced by the Corporation 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 by the Corporation or its affiliates.

Refusal of Service - The Ecotel and the Corporation reserve the right at any time before, during or after the reservation, or while staying at the Ecotel and La Pedregoza, to refuse service for any reason whatsoever outside of discrimination against a protected class, where the conduct of a Client infringes on the rights, health, security or enjoyment of other Clients, or where such conduct is in clear violation of Colombian law.

Updating of the Terms and Conditions - The Corporation reserves the right to update, alter or amend these Terms and Conditions at any time and in its sole discretion. It is the Clients responsibility to be familiar with them.

Entire Agreement - These Terms and Conditions constitute the entire agreement between the Corporation and Ecotel 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 Management

Puerto Carreño, Vichada, the 26th of October, 2017