BOOKING CONDITIONS

Once Contiki accepts your booking by confirmation thereof a contract is made between Contiki & you upon the terms & conditions set out below.

OUR RESPONSIBILITIES

1. YOUR TRIP RESERVATION
On receipt of your deposit, subject to availability and at our discretion, Contiki will reserve your place on your selected trip. A contract is only made between you and us upon your booking being confirmed and accepted by us and our communication thereof to either you or your travel agent.

2. PRICE GUARANTEE
a) Trip Prices: Are based on costs, tariffs, taxes, charges, levies and exchange rates as of February 26th, 2019. Should these change, the price of your trip may increase. If the total price increases by more than 10%, you may cancel, without penalty, within 3 DAYS after we notify you of the increase. Except as explained below, we will not increase the price of your land trip after we receive your full deposit for your land trip. In exchange for this guarantee, no refund will be made if the cost factors described above are reduced. We reserve the right to recoverage from any increases in cruise line imposed fuel surcharges and in taxes, charges or levies imposed by any government or its agencies.
b) Airline Fuel Surcharges, Air-related Taxes, Fees & Restrictions, & Levies Imposed by any Government or its Agencies:
As noted above, all quoted land and air prices include airline fuel surcharges and Air-Related Taxes and Fees, applicable as of February 26th, 2019. However, if you are notified of the potential for a price increase and we have received your written or verbal consent prior to accepting any payment, we reserve the right to recover from any increases in those surcharges. Any additional fees charged by the airlines, such as baggage handling, seat selections, and/or any other services are the sole responsibility of the passenger(s). Additional air-related restrictions apply. See section 4.3 for details.

3. IF WE CANCEL OR CHANGE YOUR TRIP
3.1 Contiki reserves the right to change or cancel any trip departure in accordance with operating requirements or circumstances beyond its control.
3.2 If a cancelation is made any time prior to the trip departure*, Contiki's only liability will be to refund you the amount it has received for the booking. Contiki will try and re-book the same or a similar trip and, **where flights have been confirmed by Contiki**, will attempt to confirm air seats for the new date selected, subject to availability. Contiki is not liable for any changes, amendment or cancelation penalties incurred on any other travel arrangements purchased separately.
3.3 If an alternative trip is not available or acceptable you will be entitled to either a full refund of monies paid by you to us or transfer to another Contiki trip without payment of any transfer fee. *Please Note: The start date constitutes the date indicated on Contiki's invoice. If you do not join the trip on the start date then cancelation fees will be 100%.
3.4 If the change or cancelation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic health risk, Acts of God, adverse weather conditions or other similar events beyond Contiki's control) we will give a full refund of any monies paid to us less reasonable expenses incurred by us in respect to your booking.
3.5 Contiki is not responsible for the costs of any other travel arrangements affected due to our cancelations or rescheduling of any trip departure.

4. TRIP DETAILS AND CONDITIONS
4.1 The information in our brochure is correct to the best of our knowledge at the time of going to print (March, 2019) but we cannot guarantee that any item or amenity mentioned will be available, especially where we have no direct control over it.
4.2 With respect to Contiki's touring program Contiki will do our best, at our discretion, to select accommodations, sightseeing trips and transportation to give you good value for your money.
4.3 Contiki constantly strives to improve trip itineraries and features. If such improvements can be made, or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. Contiki is not responsible for any other travel arrangements affected due to our cancelations.
4.4 Any special meal requirements will be made on a request basis only. Contiki cannot guarantee special meal requests nor will assume any responsibility or liability if travelers special meal requests are not fulfilled.
4.5 We reserve the right to alter or substitute the type, size of vehicle and/or the style of transport mentioned in the brochure, resulting in occasionally having to utilise transport without some of the features promoted including WiFi & power outlets.

5. LIABILITY
5.1 Contiki is responsible for properly arranging and conducting your trip.
5.2 As a Trip Operator, Contiki makes arrangements with carriers, hoteliers and other independent suppliers to provide you with some or all of the travel services you purchase. These parties are independent suppliers over whom Contiki has no direct control. Unless caused by its own negligence, Contiki is not responsible for and accepts no liability in respect to any claims, losses, damages, costs or expenses arising out of:
a) personal injury, sickness, disease, accident or death, however caused, including without limitation, where same results from your conduct on trip.
b) loss or damage to or delay of baggage or other property unless resulting from Contiki's negligence in which case Contiki's liability shall be limited to the actual loss but in no event would exceed the total trip cost.
c) delays and loss as a result of government action, weather, mechanical breakdown, equipment failure, labor disputes, sickness, acts of war, insurrection, terrorism, Acts of God or any other causes beyond Contiki's direct control. Contiki cannot be responsible for interruption of air carrier service due to airline default.
d) acts or omissions, whether negligent or otherwise, of suppliers of services or their personnel (including, without limitation, transportation and accommodation services) or of any other person or body unless such a person or body is employed by us, or is an agent of ours, and is acting within the scope of his or her authority. In no event is Contiki liable for the acts or omissions of independent third party contractors or of its own employees or agents acting outside the scope of their duties.
e) loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any of the following:
(i) any matter or topic described in sub-paragraphs (a) to (d) inclusive above.
(ii) your failure to obtain the necessary documentation to travel.
(iii) your failure to arrive on time for initial departure or for connections within the trip or to stay within or join your trip at any time after initial departure.
(iv) your leaving the trip prior to its completion.
(v) the need for Contiki to change itineraries or substitute accommodations or services, provided that Contiki makes every effort to supply the most comparable services and accommodations available.
(vi) cancelation of the trip by Contiki provided that a full refund of all monies paid is made to you.
(vii) Many of our activities are action and adventure orientated. Sports and similar activities inherently involve risks of injury greater than those that would be encountered if you were not participating in such, and therefore, by voluntarily taking part in any sports or other such activities, you thereby acknowledge and assume any of the risks inherent therein. In the absence of negligence on our part, or on the part of our agents and representatives, neither we nor they accept any responsibility for, and shall not be liable for, any injury, illness, damage, loss, accident, expense, delay or any other irregularity resulting from your participation in any of the activities made available to you.
(viii) We take every reasonable precaution possible to assure your comfort, safety, and enjoyment while you are taking part in a Contiki trip. Contiki trips are for young 18-35 year old travelers who are in good health. A change of climate, food, time and varied cultural habits often affects travelers differently. We therefore recommend that you advise your doctor that you are taking one of our trips and ask if he or she recommends anything for your trip, even for something as seemingly benign as an upset stomach. Since the brands of any medication to which you are accustomed may be unavailable in places to which you are traveling, we recommend you bring your own supply of any medication you will require and carry such medication in your hand luggage. Prescription drugs should be carried in the original labeled bottles. Should you fall ill during your Contiki trip, we will make every reasonable effort to make prompt, sanitary, safe and proper medical care available to you. However, if at anytime or anywhere treatments of any sort are suggested to you that do not meet your needs or expectations, you should not hesitate to contact your own doctor. Also, please note that the same sorts of activities that can expose you to certain types of diseases at home can just as easily expose you to those same diseases abroad. This information is provided only for your convenience and we are not responsible or liable for any damages resulting from your failure to confirm or ascertain health information or medical precaution, if any, for the places which you will be visiting.
(ix) Contiki is responsible for taking care to arrange and conduct your trip properly. With you in mind, we have accepted applications from and interviewed numerous potential employees, and then we select only those people whom we believe in our best judgement would be responsible and congenial, Trip Managers, Representatives and Drivers. Although we firmly believe, based on personal interviews and certain disclosures made to us by our employees, that all of our employees enjoy excellent health, we, like other trip operators, are legally unable to confirm this in most, if not all, instances.

YOUR RESPONSIBILITIES

1. BOOKING YOUR TRIP
1.1 In order to reserve your trip, a deposit of US$200, per person per trip, or the full amount payable if booking is made within 45 days of departure, must be submitted to Contiki by you in respect of that trip. This payment is in addition to any deposit required by your travel agent. The deposit is accepted as a first installment of the trip price by Contiki only once the booking has been confirmed in writing by Contiki or your travel agent. If paying by a third-party credit card your Contiki specialist will provide you a third-party authorization form that must be completely filled out and received by Contiki before payment can be received.
1.2 Your land reservation will be confirmed on receipt of a deposit of US$200 per person for the first trip booked and then a deposit of US$200 for second and subsequent trips booked at the time of booking or the reservation will automatically be canceled.
1.3 To reserve your airfare, a non-refundable and non-transferable deposit of US$350 per person is required at time of booking. Once your airfare is confirmed and Contiki has received your air and land deposit, your air-inclusive price is guaranteed. Contiki reserves the right to issue your ticket based upon receipt of your land and air deposit. Any subsequent changes and/or revisions to your airline reservation after receipt of your deposit is subject to revision fees and/or airline-imposed change or cancelation fees. These fees are a minimum of $350, and in some instances may be up to 100% of the ticket price.
1.4 Inca Trail Trek. If you wish to book a trip including the Inca Trail Trek you will be required to make an additional non-refundable deposit at the time of booking. Your Reservations Agent will advise you of the additional amount required. Should Contiki be unable to obtain a trail pass for the date requested your additional deposit will be refunded in full.
You will need to provide your passport details at the time of booking & you will need your passport to enter the trail. It is important that the passport information you submit with your application is exactly the same as the passport you will use to travel to Latin America & it must have 6 months validity at the time of travel. If your information changes it can result in a penalty & cancellation of your admission to the trail. No refunds will be given.
1.5 Rio Carnival Sambadrome Ticket. If you book the Argentina & Brazil Highlights with Rio Carnival trip you will be required to make an additional non-refundable deposit at time of booking. Your reservations agent will advise you of the additional amount required.

2. PAYING THE BALANCE
2.1 The balance of the trip price must be paid by no later than 46 days before your scheduled trip departure date which shall be by the due date stated on the confirmation issued to you by Contiki.
2.2 Air Payment: Payment in full for your airfare booked in conjunction with your Contiki trip may be required at time of booking. The Department of Transportation now requires Contiki to inform you of the following conditions. The package price is subject to change until it has been paid in full. When this happens, it is usually the result of increases in fuel surcharges and or government taxes. You must consent to the possibility that, until you pay for your package in full, your price could go up. Once you have paid in full we would only pass along increases in government taxes if applicable at that time. Bookings made directly with Contiki have 7 days from when the first invoice is sent to cancel the booking and request a refund, provided that the booking is still 45 days before trip start date. Bookings made through a travel agent are subject to standard booking conditions and do not qualify for a refund.
2.3 If payment isn't made by the due date, Contiki may assume that you have canceled and cancelation charges in accordance with clause 3 below will be levied by Contiki.
2.4 Tickets and other documents won't be forwarded until full payment and required information are received by Contiki.
2.5 In the case of bookings made within 45 days of start date, full payment is due at the time of booking. Many of our Latin America trips have internal flights included. When booking within 45 days the price of those flights may have changed. Contiki reserves the right to charge the difference in fare.
2.6 Contiki reserves the right to cancel the booking and apply cancelation charges should payments not be received within the above specified periods. It is your responsibility to ensure you meet your payment deadlines.
2.7 Travel documents will be emailed to you approximately 21 days prior to trip start date* (providing full payment has been received).

3. IF YOU CANCEL
3.1 Freedom Guarantee/FlexDeposit: We know that travel plans can change. If you need to cancel for any reason, your deposit will remain secure until you're ready to use it. Or if you can't go, your deposit value is also transferable, so you can gift your deposit at no extra cost.
The value of the original deposit can be applied towards booking a new trip. The original deposit refers to the trip deposit only and excludes any additional deposits such as Inca Trail, or flights. Any monies already refunded are not applicable. The FlexDeposit will be applied as a discount on the final payment of your new trip. The amount allowed to be redeemed is equal to the original deposit amount paid. In the case of multiple deposits due to back-to-back trips, only one deposit amount can be credited per trip, they cannot be combined. However multiple trips can be booked using multiple FlexDeposits. Valid on all Contiki trips 7 days or longer. Offer is valid until the traveler turns 36. i.e fitting within Contiki's age limit as per Contiki's booking conditions. After turning 36 years of age, the FlexDeposit can be used with one of our sister brands, get inspired here www.ttc.com/brands/. Deposit can also be gifted to family or friends. To gift to family or friend you must email confirmation to Contiki stating the nominated name. Gifting only valid within 5 calendar years of the original booking. (eg canceled in 2014, valid on trips up to end of 2019). FlexDeposit is not valid on existing bookings, has no cash value, and is non-refundable. FlexDeposit is not combinable with Early Booking Discounts or Last Minute Deals within 120 days of original travel date.
3.2 Notice of cancelation must be made verbally and will not be accepted via email or fax so that we can verify traveler identity.
3.3 Each traveler must call to cancel their own portion and cannot cancel another traveler on their behalf even if booked on the same reservation. Refunds will only be issued to the credit card holder(s) that made the payment(s).
3.4 The following scale of charges will apply when notice of cancelation, is given after booking is confirmed:

PERIOD OF NOTICE	CANCELLATION FEE
30 days & over:	Transfer your deposit to another trip for free with Flexdeposit
29-22 days:	25% of trip fare
21-8 days:	50% of trip fare
7-1 days:	75% of trip fare
Day of departure:	100% of trip fare

NB: Please note, Latin America trips including internal flights have a different cancellation fee policy due to internal flight ticketing timeframes & ground transportation confirmations. These must be booked well in advance in order to secure high quality services that adhere to our strict safety standards. Where the percentage cancelation fee is less than the trip deposit, the cancelation fee will equal loss of deposit. If the reason for cancelation falls within the terms of any trip insurance policy which you hold, then any such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company. If you have booked a trip including the Inca Trail Trek or Rio Carnival Sambadrome ticket the additional deposit you paid at the time of booking is non-refundable. All cancelation policies valid as at March 5th-March 31st, 2020, and are subject to change. Final policy will be confirmed at time of booking.
3.5 Any cancellation of additional services booked prior to & after your trip booking, such as pre & post accommodation & transfers, that are cancelled within 14 days of the trip departure incur a 100% cancellation fee.

AIR ARRANGEMENTS
These cancelation charges apply for airline arrangements made by Contiki: Prior to ticketing a service fee of $50 per person plus any airline imposed penalties. After ticketing a service fee of $75 per person plus any airline imposed penalties which may be up to 100% of the air ticket value.
3.5 Any cancelation of additional services booked prior to and after your trip or resort booking, such as pre- and post-accommodations and transfers, that are canceled within 14 days of the trip departure incur a 100% cancelation fee.
3.6 These cancelation fees are in addition to any cancelation fees that may be levied by your Travel Agent. All cancelation policies valid as at March 28th, 2019 and are subject to change. Final policy will be confirmed at time of booking.
3.7 Please note that Contiki is not liable for any cancelation penalties incurred on any other travel arrangements including air tickets purchased separately from the air and land included package. ***Please note:*** the trip start date constitutes the date indicated on Contiki's confirmation.

4. IF YOU CHANGE YOUR BOOKING
4.1 If after your booking has been confirmed, you wish to change to an alternate departure date of any available trip, you may do so subject to availability.
4.2 If the change is requested outside of 46 days before the original trip departure no fee will be charged.
4.3 A change of booking within 45 days of original trip departure will be treated as a cancelation and normal cancelation fees will apply (as detailed in section 3). However trip deposits can be used as credit to a new trip, see FlexDeposit.
4.4 A name change to a different person will be treated as a cancelation.
4.5 A fee will be charged for any alteration to airline arrangements made by Contiki as per clause 3

5. TRIP DETAILS AND CONDITIONS
5.1 Please read the brochure carefully for those items included in the price. No allowance or refund can be made for meals, accommodations, excursions, etc. that you elect not to take, or when museums, shops, etc are closed. Hotel facilities may vary from place to place. Meals may vary in style.
5.2 You must be aged between 18 & 35 inclusive to travel on Contiki trips. Contiki's trips are specifically planned for those in the 18-35 age group. Consequently the facilities and activities on a Contiki trip are not appropriate to persons outside this age bracket. If you have a question regarding the age groups, you should discuss this thoroughly with Contiki staff personnel.
5.3 Contiki strives to provide a safe, enjoyable and memorable travel experience for all travelers. Contiki welcomes travelers with disabilities. However, please note the following:
- Travelers are required to advise Contiki, in advance, of any physical, medical or other needs that require accommodation. A traveler information form must be completed prior to final payment.
- You must ensure you are medically and physically fit for travel. Contiki may impose safety requirements necessary for the safe operation of the trip. Contiki may also exclude an individual from participating in a trip or an activity if that individual's participation poses a direct threat to health or safety.
- Contiki does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as pushing a wheelchair or assistance in eating, toileting or dressing). A companion, within the age range of 18-35, capable of providing such assistance must accompany any traveler who requires services of a personal nature.
- Contiki does not employ medical personnel. Any necessary medical attention will be provided by a local facility at your expense. Contiki is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on the trip, or for the quality of the care or services received.
- You should be aware some trips include rough terrain, extensive walking over cobblestone streets, uneven pavement, steps and locations which may not be easily accessible or accessible by wheelchair. During the trip, Contiki may make arrangements with carriers, hotels and other independent suppliers to provide travel services. These parties are independent entities over which Contiki has no control. Accommodations on international trips may differ from those in the United States. Contiki cannot guarantee disability access or accommodations for travelers traveling on international trips.
- Contiki may, in its sole discretion, decline the booking of any traveler or remove any traveler who cannot comply or refuses to comply with Contiki's terms and conditions. Contiki is not responsible for any costs incurred in the event a traveler is removed from a trip. Travelers agree not to hold Contiki or any of its related entities liable for any actions taken under these terms and conditions.

5.4 You are responsible for all travel arrangements and costs to/from the point of commencement/conclusion of the trip.
5.5 There may be times when the Contiki Trip Manager or Representative has to make a decision in your best interest or the best interests of their group. You agree to comply with the authority and decisions of the appointed Contiki Trip Manager or Representative and the laws of the country in which you are traveling. If you do not so comply or if, in the Contiki Trip Manager's or Representative's opinion, you are not compatible with the general enjoyment and well-being of other members on the trip or the smooth operation of the trip itself, we reserve the right to refuse to let you continue with the trip. We do not tolerate the possession or carriage of illegal or restricted substances (drugs). Furthermore, you agree that your fellow travelers and any Contiki Representatives have the right to travel/work in a safe environment. Any threats to their safety, well-being or inappropriate behavior by you, whether verbal or physical, will be taken extremely seriously and may result in the immediate termination of your trip. In either event, you will be responsible for your own repatriation and related costs and have no claims against us.
5.5.1 You are responsible for any costs incurred as a result of damage or excess cleaning fees related to your accommodations. You are advised to immediately report any pre-existing damage in your room to hotel staff and/or a Contiki Trip Manager as soon as it is discovered.
5.6 Where you occupy a motorcoach seat fitted with a safety belt, neither the operator or service providers, agents or co-operating organizations shall be liable for any illness, injury or death or any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of the accident or incident.
5.7 Travel times on our trips vary from day to day depending on the destination. For your comfort we make regular stops and try to keep each section no longer than 3 hours. However, depending on your medical history, some people may be at risk of discomfort or deep vein thrombosis (DVT) if they remain immobile for a long period on a journey. If you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer, or treatment for cancer, stroke, heart or lung disease, or if you have had major surgery in the past three months we recommend you consult your doctor before traveling.
5.8 It is your responsibility to have a valid passport and all visas, permits and certificates required for your selected trip before your departure as well as any necessary vaccinations and to comply with all applicable laws. Contiki is not responsible for any costs incurred as a result of failing to obtain necessary visas. Any costs whatsoever regarding obtaining, replacing or changing visas while on the trip (including accommodations, meals, flights and transfers incurred due to associated delays) are at your own expense.
5.9 You agree that our Contiki Trip Managers or Representatives may take photographs and films of you while you are on trip and that these may be used in our Group brochures and/or advertising or publicity material without obtaining any further consent or payment in respect of such photographs and/or films.
5.10 Should you have a complaint in respect to the trip, you should inform the Contiki Representative during the course of the trip and if the matter cannot be resolved after the representative's best endeavors to do so during the trip, your complaint should be made in writing to Contiki as soon as is reasonably possible after the trip but within 42 days thereof so that your complaint can be investigated. Email complaints to help@contiki.com. Any claims made after the 42 day period will not be considered by Contiki. If you choose to write to Contiki via the Internet, please provide your home address so that we are able to reply to you in writing.
5.11.1 The agreement arising between the traveler and the Operators under this brochure and the booking made by the traveler shall be governed by the law of the State of California, County of Orange, which shall have exclusive jurisdiction in the case of any dispute between the parties.
5.11.2 If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.
5.11.3 If you are unsuccessful in any legal action instituted against us, you agree to pay all our costs, including but not limited to, attorney/traveler costs.

6. TRAVEL INSURANCE
Travel insurance is strongly recommended on our trips & we have some of the best deals on rates. Visit contiki.com/insurance. It is strongly recommended that you take out comprehensive insurance coverage for cancelation, personal injury, death, medical expenses, repatriation expenses and evacuation expenses before you travel on a Contiki trip. We strongly recommend your insurance also covers cancelation, personal liability and loss of personal property. Please check that the insurance covers all of the activities that you are going to be participating in. Some policies exclude certain adventure activities. This should be arranged at the time of payment of the deposit and will, in certain circumstances, cover you against loss of deposit or cancelation fees from the date of confirmation of your booking, as shown in the insurance policy. Contiki cannot be held responsible for your failure to take out appropriate insurance. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the trip.
With the insurance of Aon Affinity we are able to offer comprehensive travel insurance at group discount rates (see details on p.82). If you wish to have this valuable protection, please advise your Travel Agent to request the insurance and to include the cost of insurance within 14 days of making reservation or before final payment is made, whichever comes first. Please note there will be no travel insurance provided unless you request it from your Travel Agent and the payment is forwarded to Contiki. Complete details of the coverage limitations and exclusions are included with your trip invoice.

7. ILLNESS OR ABSENTEEISM
In the event of your withdrawal from a trip after the commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the trip.

8. WHAT'S NOT INCLUDED IN THE TRIP PRICE
Airfares (unless you purchase a land+air package), air-related taxes and fees passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips to Trip Managers, representatives, drivers and local guides, items of a personal nature, excess baggage, and optional excursions. For more go to https://www.contiki.com/faq-luggage

9. WEATHER CONDITIONS
Under no circumstances can we be held responsible for snow or weather conditions, nor can any trip be canceled or amended by you at any time on the basis of snow or weather conditions.

10. LUGGAGE RESTRICTIONS
Luggage is restricted to one reasonable sized, non-expanding suitcase size up to 73cm x 50cm x 25cm (29" x 20" x 10") and the maximum weight of 44lbs (20 kilos) plus one small hand/day bag that can go on the coach with you. No metal frame backpacks are allowed. Contiki reserves the right to refuse to accept larger suitcases on trip.

GENERAL

1. CONTRACTING PARTIES
1.1 The Booking Conditions detailed herein contain the entire contract between you and Contiki. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by a duly authorized officer or director of Contiki.
1.2 Your contract is with us as the trip operating company. At any time and at our complete discretion we may nominate to you in writing any other company or person to have the benefit of some or all of those provisions of this contract, which we may then specify, as if you had agreed the provisions concerned directly with that company or person in the first place as well as agreeing them with us. We may at our complete discretion assign all or any rights and liabilities arising under or by virtue of this or any other contract with you.
1.3 Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time travelers are not on board planes, transportation or conveyances. We rely on international conventions, national and international law, which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol & Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road & the Paris Convention 1962 for Hotels. We are to be regarded as having all benefit of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage & delay to travelers & luggage. Enrollment in & payment for a trip shall constitute agreement & acceptance by the traveler of the terms & conditions set forth in this brochure which cannot be varied except in writing by an officer of the Company.
1.4 Contiki is not a carrier or hotelier nor does it own aircrafts, hotels or coaches. All bookings with carriers, hoteliers and other service providers are subject to the terms and conditions and limitations of liability imposed by those carriers, hoteliers, and other service providers. Please note that some of these limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. While we cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third-parties, we will give every reasonable assistance in helping to resolve any reasonable dispute. Please also note that Contiki cannot be held responsible for the failure of any of these parties to provide facilities or services for handicapped travelers (see also 5.3 under Trip Details & Conditions).
1.5 Please note that no airline or carrier depicted or recommended in this brochure by virtue of their endorsement of this brochure represent themselves either as contracting with any purchaser of a trip from Contiki or as having any other legal relationship with any such purchaser.
1.6 Every effort is made to ensure brochure accuracy at the time of going to print, however; Contiki cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.
1.7 This Agreement arising between the traveler and the operators under this brochure and the booking made by the traveler is deemed to be entered into in Orange County, California. The exclusive venue for any action concerning the interpretation, enforcement, or breach of any term, obligation, or duty as contained or related to these Terms and Conditions or any grievance relating to the tour shall be solely in the Superior Court of California in or for Orange County or the United States District Court for the Central District of California. This Agreement shall be construed according to the internal laws of California without regard to conflicts of law principles. All traveler claims must be submitted in writing and received by Contiki no later than 60 days after completion of the Contiki vacation. Traveler claims not submitted and received within this time shall be deemed to be waived and barred. In any legal action, arbitration, or other proceeding to enforce, interpret or construe the terms of this Agreement, or concerning any grievance relating to the tour, the prevailing party shall be entitled to recover actual reasonable attorneys' fees, costs and expenses.
1.8 In the case of computer or human billing error we reserve the right to reinvoice the traveler with correct billings.

2. The USTOA $1 Million Travelers Assistance Program.
Contiki Vacations shares the coverage available under the USTOA $1 Million Travelers Assistance Program with affiliates of The Travel Corporation who, as an Active Member of the USTOA, is required to post $1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA $1 Million Travelers Assistance Program, the advance payments of Contiki Vacations customers in the unlikely event of Contiki Vacations bankruptcy, insolvency or cessation of business. Further, you should understand that the $1 Million posted by The Travel Corporation and shared among its affiliates may be sufficient to provide only a partial recovery of the advance payments received by Contiki Vacations. More details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, New York 10001, or by email to information@ustoa.com or by visiting their website at www.USTOA.com.

3. VALIDITY
The programs advertised in this brochure are valid from August 2019 to February 2021.

4. OPERATING COMPANIES
The programs advertised in this brochure are owned and operated by: Contiki Holidays Latin America, Travel House, Rue Du Manoir, St Peter Port, Guernsey, GY1 2JH Channel Islands. Please note that Contiki utilises ground handlers to assist with the operation of our products. These ground handlers include: Journey Mexico (Mexico, Belize, Guatemala), Galakiwi (Ecuador & Galapagos Islands), Natural Discovery (Costa Rica), Altura Travel (Argentina, Bolivia, Brazil & Peru), Adsmundo (Chile) and Latin Encounters (Colombia).

5. CONTIKI IS REPRESENTED IN:
Australia, Brazil, Brunei, Canada, China, Costa Rica, Germany, Hong Kong, India, Indonesia, Italy, Japan, Korea, Malaysia, Mexico, Netherlands, New Zealand, Philippines, Puerto Rico, Singapore, South Africa, Switzerland, Taiwan, Thailand, United Kingdom and USA.
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DATA PROTECTION STATEMENT
Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.). Where the data might be passed on for marketing purposes, you have the right to opt out of future marketing. You also have a right of access to data held which can be obtained by writing to Contiki Holidays Ltd, Travel House, Rue du Manoir, St Peter Port, Guernsey, Channel Islands, GY1 2JH.
This brochure was published in 2019 and shows our normal brochure conditions. Due to the evolving Covid 19 pandemic, some policies have been amended over this time. Given the changing nature of the situation, for the most up to date information please refer to our Covid Travel Alert page.