

South American Adventures Company

Your Contract

Your contract will be with South American Adventures Co.. These booking conditions form the sole contract between South American Adventures Co. and the person signing the booking form, the "Client" (who must be over the age of 18), and shall be deemed to sign this form on behalf of all persons named therein. The person signing the booking form (which incorporates these booking conditions) warrants that he/she and all such persons are fully aware of and accept these conditions. If clients book by telephone or fax they will be deemed to have read the booking conditions and signed the booking form. This contract is subject to Argentine law with Argentine Courts having exclusive jurisdiction.

Deposit payment

No contract shall exist until South American Adventures Co. has received a signed booking form together with the correct payment and has signified its acceptance of the booking in writing. A deposit of 30% of the total balance is due at the time of booking and the balance 30 days prior to the departure date. If the booking is made within 60 days of departure the full amount is required at the time of booking. The deposit will be returned in the event of the booking not being accepted.

Payment of the balance

The deposit will be treated as part payment of the total amount due. After we have received the deposit you will receive a Final Invoice showing the total cost of your vacation and the balance you owe us. If the balance is not paid by 30 days prior to the date of departure. South American Adventures Co. shall have the right to cancel the booking without further notice, and cancellation charges as set out below will apply.

If you cancel your booking

If you find it necessary to cancel your booking after it has been confirmed, you must advise South American Adventures Co. in writing, the letter being signed by the person who signed the original booking form. Cancellation charges, will be calculated as follows (period before departure date within which written notice of cancellation is received):

30 days or more: deposit

29 - 15 days: 50 % of total price.

14 - 8 days: 75 % of total price.

7 days or less: 100 % of price.

If cancellation falls within the terms of an insurance policy you may be able to claim for cancellation charges.

If you change your booking

If after acceptance of the booking you wish to alter the confirmed arrangements a fee of US \$100 per person for each change may be charged if such change is possible. If the alteration is less than 30 days prior to departure the cancellation charges shown above may be applied. Any changes to the original booking will not be effective until it is received and agreed in writing by South American

Adventures Co. Any additional costs imposed by our suppliers will also be charged.

If we change your vacation

When you have made your contract with South American Adventures Co., we will use our best endeavors to ensure that none of the ingredients of your vacation arrangements have to be altered. However, as the arrangements are planned months in advance, sometimes changes may have to be made. In case of a significant change, you will be informed when you book or, if you have already booked, as soon as possible, if there is time before your departure. You may then a) accept the change, or b) book an alternate date or c) cancel your booking and receive a full refund of all monies paid to South American Adventures Co. Should South American Adventures Co. be unable to alter your arrangements after departure, we will make every effort to make suitable alternative arrangements. Where those arrangements are less expensive, you will be refunded the difference, but if they are more expensive, South American Adventures Co. will bear the cost.

Force Majeure

Compensation payments do not apply where our contract with you cannot be carried out because of unusual and unforeseeable circumstances beyond the control of South American Adventures Co. or its suppliers, the consequences of which could not have been avoided even with the exercise of all due care. Examples include war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by rescheduling or cancellation of flights by an airline, the alteration of the airline or aircraft type or other similar events beyond the control of South American Adventures Co..

Cancellation of your vacation

South American Adventures Co. acts only as agent on behalf of you, the Client, in order to obtain accommodations, transportation or other services. The tour may be canceled at any time, even after you, the Client, have departed Canada, for reasons beyond the control of South American Adventures Co. South American Adventures Co. shall have no responsibility for any such cancellation, except to refund that which has been paid to South American Adventures Co. by you, the Client. South American Adventures Co. shall have no responsibility to you, the Client, for any inability to complete the tour by reason of travel restrictions, travel delays, quarantines, medical or customs regulations, delays or cancellations of or changes in itinerary or schedules of carriers, or injury to or inability of Client. South American Adventures Co. reserves the right to cancel, without any obligation to refund, make alternative arrangements, or pay compensation, where the customer fails to make payment (see "Payment of the balance") or otherwise the customer's behavior brings the vacation to an end.

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Continue Contract:

Prices

Prices quoted in this brochure for trips are based on US rates. External factors beyond our control may affect vacation costs. e.g. exchange rates, transportation costs etc. Up to 30 days before departure date South American Adventures Co. reserves the right to alter the price of any trip to take account of such changes. We will absorb a sum equal to 10% of the tour cost and amended charges should a surcharge be necessary. You will have to pay any sum in excess of this 10%. but if the surcharge results in an increase of more than 15% of the vacation cost, and amended charges. you may cancel the booking within 10 days of notification of the surcharge and obtain a full refund.

Dealing with complaints fairly

In the event that you have a complaint about any of the vacation arrangements, you must tell the leader or company representative at the time, or call South American Adventures Co. in order that we are given the opportunity to rectify the matter during your vacation. Failure to complain at the time or to us in this manner will result in the customer's inability to claim compensation from South American Adventures Co. as it will be extinguished or at least reduced. In any event. any complaint about the trip must be made in writing to us not later than 28 days following the completion of the vacation.

Insurance

Riding horses and other Adventures trips like those offered by South American Adventures Co. is at all times a dangerous sport. Accidents can and do occur occasionally. Therefore, South American Adventures Co. insists that you carry your own health, accident and liability insurance or agree in writing to assume responsibility for any injuries. Travel insurance is mandatory for all clients and clients are responsible for arranging their own insurance. Clients are responsible for ensuring that they are in possession of travel insurance with protection for the full duration of the vacation in respect of medical expenses. injury. death, repatriation, as well as cancellation and curtailment. Clients making their arrangements must ensure that there are no exclusion clauses limiting protection for the type of activities included in their vacation. Clients should be certain that any travel insurance arrangements, made through any agency or individuals, are sufficient for their requirements and should arrange supplementary insurance if necessary.

Liability

South American Adventures Co. does not carry liability

insurance and cannot assume any responsibility for accidents whether caused by your fault. the horse. equipment, guide, or other persons on the trip. You ride and travel at your own risk. For all trips you will receive a "waiver of liability form" at the time of your booking (see Riding Tour Agreement on right hand page). Please be sure to read it carefully, sign it. and return it to South American Adventures Co. no later than at the time of final payment. You may not start these rides or other trips unless this form has been returned to us. Changes may not be made to the liability form unless you receive prior authorization from us in writing. South American Adventures Co. assumes no responsibility for actions or omissions by carriers. organizers, hotels. etc. South American Adventures Co. assumes no responsibility for actions or omissions by any contractor or other persons. The Client agrees that South American Adventures Co. in any case shall not be liable or responsible for death. personal injury, loss or damage of any nature to the Client or any personal property or baggage of the Client. or for any cause that directly or indirectly relates to the tour, including transportation arrangements to and from the tour, for any reason or cause whatsoever.

Documents

You must make separate arrangements for travel to and from the starting point of the tour. You must carry with you a valid passport and vaccination papers. For Canadians traveling to Argentina, a VISA is not required for stays of less than 90 days.

Liability Release

By making a reservation with South American Adventures Co., the Client agrees to all the terms of the South American Adventures Co. "Recreational Activity Release and Indemnity Agreement". The Client agrees to forward a signed copy of this release to South American Adventures Co. eight weeks before starting the trip. Failing to do so may result in cancellation.

Riding Ability

The Client(s) must disclose accurate information on their riding ability with their reservation. South American Adventures Co. has full authority to exclude a rider from the trip for inability to ride according to the riding level indicated for the tour or behavior which endangers the other riders or horses. No refunds will be made under these circumstances.

South American Adventures Co., Cordoba 488, 4400 Salta, Argentina.