

Travel conditions

After clients book their trip, clients will receive a booking confirmation. This written booking confirmation is a **binding contract between clients and MOSER Active**. Upon receipt of the written booking confirmation, **30 percent of the total trip amount must be paid immediately**.

If the deposit has not been received within the set period, **MOSER Active** reserves the right to cancel the booking immediately.

The **remaining 70 percent** of the total trip price is due in full, without a reminder from MOSER Active, **at the latest, 45 days prior to the start of the tour**.

Should clients book a tour within 45 days of the start of the trip, the full amount of the trip price must immediately be paid in full.

In any case of late payment, **MOSER Active** reserves the right to cancel the contract and client booking effective immediately. A cancellation fee will be applied and due to MOSER Active.

Payment Options: Bank transfer, WeTravel or Wise.com (to pay through bank transfer or credit card). Please note, that the CLIENT will be responsible of all bank commissions for payments.

Clients can cancel a trip at any time before the start of the tour. The cancellation will go into effect on the day **MOSER Active** receives the cancellation in written form. In case of cancellation, **MOSER Active** will charge the following cancellation fees of the total trip amount:

up to 45 days prior to the departure date: 30% (percent)

31 to 44 days prior to the departure date: 45%

15 to 30 days prior to the departure date: 65%

7 to 14 days prior to the departure date: 80%

6 or less days prior to the departure date: 100%.

MOSER Active is not responsible if the customer's flights are delayed or canceled or if the customer misses flights. The customer is responsible for arriving at the agreed travel destination on time for the start of the trip.

If the customer does not appear at the agreed meeting point on the day of arrival, this is considered a no show. The no-show fee is 100 percent of the total trip price.

It is mandatory that clients purchase travel cancellation insurance. Clients should check with their insurance company for coverage (including issues related to Covid-19). If clients leave the group early, no matter what the reason, no refund of any kind will be issued. If the minimum participant number has not been reached to operate a group tour, **MOSER Active** reserves the right to cancel the tour up to four weeks prior to the start of the tour. Should this happen, Moser Active will issue clients a full refund.

MOSER Active is entitled to terminate the contract with the tour participant in whole or in part during the tour if the tour participant disrupts, significantly impairs or even endangers the itinerary of the tour and/or the tour group due to lack of physical fitness, lack of mandatory equipment, health impairment or bad behavior. Compliance with the instructions of the group leader during the trip is an absolute prerequisite. Should a customer be excluded from a trip or part of a trip, no refund or partial refund will be given. Additional costs incurred due to early departure may have to be borne by the customer.



Should a tour be impaired, endangered or impossible to complete due to extraordinary circumstances out of the control of **MOSER Active** such as violent incidents (riots, political demonstrations, act of war, etc.), government or other enforceable regulations, embargoes, strikes, labor disputes, health epidemics, and natural disasters (fire, earthquake, volcanic eruption, exceptionally adverse weather, etc.) the client and MOSER Active have the right to cancel the contract. This is also the case should a tour, because of exceptional circumstances (avalanche danger, extreme weather conditions, return due to injury of a client, etc.) be halted, cut short or if the tour is not able to begin. Extra costs due to an eventual halt or return home must be covered in full by the client. In all these cases no refund or partial refund will be issued.

MOSER Active is not liable for persons, things and property and cannot be held accountable for physical damage and personal injuries, including death, property damage or theft. Clients understand that they go on the tours at their own risk.

The itinerary described in the program is a planned itinerary or a guide. Changes or deviations of individual travel services from the contractually agreed content of the travel contract, which become necessary after conclusion of the contract and which were not brought about by **MOSER Active** against good faith, are permitted, provided that these are not significant and do not affect the overall design of the booked trip. **MOSER Active** will endeavor to offer an equivalent replacement. Additional costs that may arise due to changes to the tour itinerary are to be borne by the participant on site and will not be reimbursed by **MOSER Active**.

Travel insurance is mandatory for all clients whilst on a MOSER Active tour. It is mandatory that this travel insurance covers adequate personal accident, evacuation, repatriation expenses and issues related to Covid-19. It is mandatory that the insurance policy also cover cancellation (also because of Covid19), curtailment, loss of personal effects and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the client.

Clients, together with their personal property including baggage, are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance, understanding the particulars of their policy and providing MOSER Active with documentation within 21 days of booking their tour. When purchasing insurance, clients should ensure that there are no exclusion clauses limiting protection for the type of activities in their trip.

Keep in mind: It is the client's responsibility to comply with all the requirements to enter Chile respectively Argentina.

MOSER ACTIVE Adventure Travel Company can only be sued in the place of its headquarter. MOSER Active's headquarter is based in Puerto Natales - Chile.

If you have any further questions, please don't hesitate to get in touch with one of our travel experts.

Your MOSER Active - Trekking Expert Team

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