



## **TERMS AND CONDITIONS PATAGONIA TIPTOP GmbH**

Please read this agreement carefully. All payments should be made in US dollars. All prices quoted are US dollars unless PATAGONIA TIPTOP GmbH specifies an other currency.

### **Payment schedule:**

At the time of booking: US\$ 200 per person

45 days before trip: rest of trip cost to confirm the reservation.

After initiating the booking request, we'll mail you several forms that must be completed and returned to us to start the booking process.

### **Cancellations and refunds:**

Cancellations must be sent by mail to [federico@patagonia tiptop.ch](mailto:federico@patagonia tiptop.ch) with copy [ella@patagonia tiptop.ch](mailto:ella@patagonia tiptop.ch) At the time we receive your statement, the following fees will apply:

45 - 31 days prior to departure: 25%

30 - 21 days prior to departure: 50%

20 - 11 days prior to departure: 80%

10 - 00days prior to departure: 100%

All of our trips are offered as a package and no refunds are offered for services not used during a trip.

### **Trip Cancellations:**

PATAGONIA TIPTOP GmbH reserves the right to cancel any trip due to inadequate sign-up or other causes that makes the trip unfeasible for us to provide the guiding service.

We'll inform you two weeks prior departure, and a full refund will be given. We are not responsible for any other costs incurred by the traveler related to the canceled trip, including but not limited to: clothing, air tickets, visas, passports and hotel reservations.

During the trip the Lead Guide reserves the right to require a person to return to base camp or to abandon the trip, if by their judgment, for any reason, a person is unfit to continue participating in an ongoing activity. If, for any reason, anyone leaves the trip before its completion, for whatever reason, there will be no reimbursement of fees. If the weather, or other factor(s), makes completing our objective impossible, there will be no reimbursement of fees. In the case of the participant's need for a rescue, or the participant leaves the trip before its completion, for whatever reason, the participant is responsible for any expenses incurred. PATAGONIA TIPTOP GmbH is not responsible for any expenses incurred if the trip should be delayed due to weather, strikes, theft, acts of nature, civil disturbances, terrorism, acts of war, government restrictions or regulations, failure of any

form of transportation to arrive or depart as scheduled, or discrepancies over which PATAGONIATIPTOP GmbH has no control.

For those wanting to book a different guiding service with us, a full credit in dollar amount will be transferred toward the purchase of another trip.

### **Delays:**

In the event that we are forced to delay a trip, the costs related to the delay are the sole responsibility of the travelers, and are not included in the price of our guide services.

Delays caused by, but not limited to, bad weather, road conditions, equipment failure, government intervention, natural disasters, sickness or any other contingency for which PATAGONIATIPTOP GmbH and its staff cannot make any provisions are not included in our guiding services. Costs incurred by travelers while waiting out a delay are not included in our services.

### **Changing your reservations:**

You may transfer your reservation to another trip with us up to one month prior to departure. A full dollar credit will be given towards the purchase of a different trip. After that period of time you'll be subject to the same penalties for trip cancellation. Purchasing travel insurance that covers trip cancellation is the best way to protect your investment.

### **Medical:**

Some of our trips have special fitness requirements and are physically demanding, so a medical form must be completed and submitted prior to departure. If you fail to submit your form, our staff will cancel your reservation and the customary cancellation fees will apply.

The guides reserve the right to disqualify any expedition member that appears to be mentally or physically unfit to complete the trip/expedition. No refunds are given in such cases. PATAGONIA TIPTOP GmbH assumes no liability regarding provision of medical care. Patagonia is still a place where it is sometimes necessary to drive hours to reach medical help; evacuation can be costly and slow. The cost of our trips does not include medical or evacuation insurance. We strongly encourage you to purchase insurance from a licensed insurance agent or broker.

### **Limitations of Liability:**

PATAGONIA TIPTOP GmbH, its owners, guide staff and employees assume no responsibility for any injury, loss, damage, delay or death to person or property arising from the negligent or willful act or failure to act, of any person who is to, or does provide, goods or services for a trip (or expedition), or for the action or inaction of any other third party. Without limitation, PATAGONIATIPTOP GmbH is not responsible for acts of God, equipment failures, vehicle accidents, illness from food or otherwise, detention, assaults, theft or criminal activity, annoyance, delays, quarantine, strikes, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, any discrepancies or changes in transit or hotel services over which it has no control. Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well being of the passengers. The right is reserved to alter the itinerary, reverse the order in which places will be visited or substitute hotels. The trip members will be informed as soon as possible of the changes made.

### **Privacy Policy**

We do not share any of your personal information with other companies, unless that information is necessary to book arrangements that are part of your expedition; such as lodging, flights or other travel arrangements. We take steps to protect the information we store about our clients, your email and personal information are not stored online, and are

not accessible from the web to enhance security

**Jurisdiction**

In the event of a dispute, Wildhaus, St.Gallen, shall be the place of jurisdiction and Swiss law shall apply.

I \_\_\_\_\_ have read, understand, and accept the terms and conditions stated on the PATAGONIATIPTO GmbH TERMS AND CONDITIONS and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation in the said activity(s). After making your initial deposit, you agree to be bound to the above terms and conditions.

PARTICIPANT SIGNATURE: \_\_\_\_\_

TRIP START DATE: \_\_\_\_\_

TRIP NAME: \_\_\_\_\_