



**MASHIPURA VIAJES**

*tour operator latino america*

SEDE LEGAL dirección: Vélez 501 y Boyacá – Guayaquil - Ecuador

[www.mashipura.com](http://www.mashipura.com) - [mashipura@mashipura.com](mailto:mashipura@mashipura.com) – tel.00593 4 6002675 fax 00593 4 60002676

## **E - MAIL VOUCHER TRIP REGISTRATION**

<b>Name and Surname</b>	
Phone	
Mobile	
e-mail	
Type of trip	
Departure date	
Last traveling day's date	
Passport	
Passport's expiration date	
Address	
City	
Post - code	
Cost tour	
Advance	
Outstanding balance	
Airfare	
Balance date	
Special requests	
Checking account num.	

- We will send receipts for every deposit
- Please read the participation conditions before you make any payment
- Health insurance is mandatory

Trip itinerary:



## **PARTICIPATION GENERAL CONDITIONS**

### **1. TOURIST PACKAGE DEFINITION**

A tourist package is a travel proposal that includes two of the following elements at a given price: a) transportation, b) accommodation, c) tourist services different as transportation or accommodation. Mashipuraviajes SA evidences all the elements included and the ones that may change in each tourist proposal.

### **2. BOOKING**

Booking takes place by filling out the corresponding form, which will be sent through e-mail or by post. The form must be entirely filled out. Booking acceptance is subjected to space availability and it becomes fully binding when the organizer confirms in writing. All indications related with the tourist package are found in the informative note published and communicated by the organizer with diligent anticipation before departure.

### **3. PAYMENT**

A deposit must be made when booking. The outstanding balance must be paid at least 45 days prior to departure for those packages that do not include a cruise, and 60 days prior to departure for those packages including cruise. The totality of the price must be paid at the moment of the registration, if the booking is made throughout the 45 days (no cruise included) or the 60 days (cruise included) before departure.

Both parties may agree several conditions of payment indicating them on the form.

### **4. PACKAGE MODIFICATIONS**

Prices in the sales contract may be augmented up to 20 days before the departure date only as result of exchange rate changes. The variation in the price will be proportional to the variation in the exchange rate. This supposes the automatic chance of the new price for the original one except is the variation determinates a price more than 10% higher than the original one, fact that may result in the consumer's retirement.

Natural disasters such as inundations, landslides, etc may cause changes in the programs. In this case the organizer will be held responsible to offer an alternative program which will have to be accepted by the consumer if these events occur during the trip.

If the organizer needs to modify the service propose he will be held responsible of offering an alternative for the same service with the same quality or with a superior quality level. If the services shows a lower quality the organizer is obligated to reimburse the difference to the consumer. The organizer is not held responsible for eventual delays on international flights and thus changes on the program.

### **5. CONSUMER'S RETIREMENT**

The consumer has the right to retire himself of the contract with no legal responsibility only in the following cases: variation in the price 10% higher than the original price;

- Cancellation of the tourist package before departure for any reason which is not the consumer's fault.
- In any other case, if the consumer decides to retire of the contract the debit of the registration installment will persist and the following amounts will be about penal title:
  - A) Non cruise trips: 60% of the participation installment in case of retirement from 30 to 10 days prior to departure, total installment in case of retirement during the last 9 days before departure.
  - B) Cruise trips: 60% of the participation installment in case of retirement from 60 to 30 days prior to departure, total installment in case of retirement during the last 30 days before departure.

### **6. CONTRACT TRANSFERENCE**

The consumer may be substituted by another person by communicated the organizer by writing 20 days prior to departure of the trip that does not includes cruise and 30 days prior to departure of the trip including cruise. If the ticket for the international flight has already being acquired Mashipuraviajes SA will not be able to reimburse this amount.

### **7. PACKAGE CANCELLATION**

If for any reason the organizer is not able to perform the tourist package, the trip's cancellation must be informed to the consumer. The organizer may also cancel the trip if the number of participants does not meet the minimum foreseen as long as the consumer has been informed with at least 7 days prior to departure date.

### **8. PARTICIPANTS OBLIGATIONS**

Participants need to have a valid passport for all the countries that will be visited. They will have to abide the normal obligations of prudence as well as the regulations and legal orders that regulate the visited places. When making the booking, the consumer must inform the organizer over all the especial requests that may eventually be part of the specific agreements established for the trip.

### **9. HOTEL CLASSIFICATION**

In absence of a specific hotel classification, the organizer will establish it based on own evaluation criteria and this may not be objected by the consumer.

### **10. OBLIGATORY ASSISTANCE**

The organizer is obligated to offer the consumer the assistance imposed by the ordinary criteria of professional diligence.

### **11. MISFORTUNE AND SICKNESS**

The organizer is not held responsible in any case of misfortune or sickness of the consumer that takes place during or after the participation on one of the packages. Health and transportation expenses caused by these eventualities will be paid by the consumer of by the own insurance company. Mashipuraviajes SA determinates health travel insurance as mandatory for each consumer participating on one of its trips.

### **12. CLAIMS AND REPORTS**

The consumer has to report the organizer by writing, in claim form, for the distortions or defects in the execution of the tourist package as well as for omissions in its organization and realization. The claim must be presented by writing in the place where the tourist performances took place at the legal venue of the organizer.

### **13. FEES**

The participation fees will be indicates in the informative sheets of each trip.

### **14. INSURANCE**

The organizer request from each participant the acquisition of a travel insure as guarantee for eventual expenses due to misfortune, sickness, loss or robbery, Mashipura does not hold itself responsible in any case for the expenses resulting from these events.

### **15. LEGAL VENUE**

MashipuraviajesSA has its legal venue in Ecuador and responds to the valid Tourist Regulations of this country.