

Terms and Conditions

Purpose and General Disclaimer

crees provides the following education service programmes, volunteer, tours, research, internships and group expeditions to the Manu Biosphere Reserve. All participants in crees programmes must carry their own independent and valid travel insurance.

Reservations

To make a reservation a minimum deposit of \$225.00 or local currency equivalent per person is required on any programme. This deposit is non-refundable and will be put towards the final payment which is due 60 days before departure. If your programme is subject to a higher deposit or secondary deposit it will be specified on your invoice. All deposits are subject to the same cancellation terms.

Date change

Date changes can be made up to 120 days before departure but are subject to availability and incur a £50 admin fee payable immediately

Cancellations and Reimbursements

Clients who wish to cancel must do so in writing and the following fees or percentages will be charged based on the date of receipt in writing, by fax or by email by crees of notification of cancellation. Cancellations will take effect the day said written notification is received by us.

a) Standard conditions

60 days or more from programme start date	You will be entitled to a full refund of all monies paid excluding deposit
Between 59-30 days before departure	60% of programme cost or interim payment (where appropriate) whichever greater
29 days or less before departure	100% of programme cost

If cancellation occurs less than 60 days before departure and full payment has not been received, the appropriate charge will still apply and unpaid monies are due immediately. If the reason for your cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges.

b) Alteration or cancellation after commencement of travel

Any alteration that you request after your programme has commenced, crees will do its best to implement, but we cannot guarantee that it will be possible. In the event of such amendments being made you will be liable for any alteration or cancellation charges that may be levied for the services originally booked, and for the booking of revised arrangements and the arrangements themselves. As a basic principle, no refund will be paid to clients who do not commence or complete a programme.

c) Cancellations or alterations by crees

Alterations

We will of course aim to provide the services we confirmed. However, crees reserves the right at any time to make changes to your itinerary, if changes are made we will advise you where possible before you depart or as soon as possible during your programme.

Notification period	Compensation
55-43 days	£10
29-42 days	£20
15-28 days	£30
0-14 days	£40

Payment of compensation shown above will not be made for any change or cancellation caused by events such as war or threat of war, terrorist activity, insurrection, riots, strikes, civil action, decisions by governments or governing authority, natural or nuclear disaster, health risks, epidemic or pandemic illness, bad weather, unavoidable technical or maintenance problems with transport, cancellations, changes of schedules or any other operational decisions of air, land or sea carriers, closed or congested airports, ports or stations, or

similar circumstances beyond our control. For the purposes of this contract we define the above as force majeure.

crees reserves the right in any circumstance to cancel all or part of your travel arrangements. We will not cancel within 8 weeks of our booking departure date, except in circumstances of force majeure, the clients' failure to pay the final balance on time, or where the minimum number of clients required to operate a programme has not been reached. In these circumstances, we will try to offer you alternatives (if available) but crees accepts no liability for compensation or associated costs beyond a full refund of the deposit or other payments made to crees for the programme.

Delays in departure and failed transport will sometimes make it impossible for a client to use services contracted and paid for, and in these circumstances crees shall be under no liability to pay compensation. However, where amendments are within our control, you will be entitled to maximum compensation of £30 per person.

.....

Meals

Clients must notify crees of any specific dietary and/or allergies before their deposit is paid and they make a reservation. crees is not able to guarantee the provision of specialised food and therefore requires that clients discuss this during the quotation process.

Not Included

Passport, tourist card, vaccination certificates, travel and health insurance. Alcoholic and other beverages or meals unless otherwise indicated on the itinerary. Prices do not include international or national airfares, excess baggage, optional excursions, laundry and cost of phone calls or internet.

.....

Health

crees cannot be made responsible for checking a client has had all the relevant vaccinations before travel. Please make sure you have contacted your health practitioner and are up to date. Please refer to www.fitfortravel.nhs.uk for all the latest

information. Please also confirm with your health practitioner that you are in good health and able to travel to high altitude before making any reservations or you will lose your non-refundable deposit.

Health and Safety Disclaimer

crees along with our guides and anyone else working in association with us cannot be held responsible for any accident or mishap that may occur in connection with any part of your programme. In the absence of more qualified medical assistance, crees employees will aim to with the best of their knowledge and ability; provide first aid support when needed. By signing the terms and conditions you agree not to take any legal proceedings against crees or its employees as a result of any first aid treatment, advice, information and medicines given or administered during your visit.

Should crees be required to assist in a medical evacuation or premature programme termination any cost associated with this are the client's responsibility and must be covered by the client and settled within 7 days.

.....

Insurance

It is the client's responsibility for obtaining sufficient medical insurance. This insurance should cover personal accident, medical expenses, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the client. Medical and repatriation cover should be a minimum of \$1,000,000 and include medical emergency evacuation. It is compulsory that all clients have sufficient travel insurance and when obtaining such insurance they should advise the insurer of what type of travel is to be undertaken. We recommend Campbell Irvine for travel insurance advise and cover.

.....

Travel Documents and Advice

The client must be in possession of a valid passport and visa for the duration of their trip. You are required to have a minimum of 6 months validity on your passport before commencement of travel. Any information and advice given by crees on visas or vaccinations is given in good faith but should be treated as a guide only and clients should consult the relevant websites for health and visa information. For UK residents this would be <http://www.fco.gov.uk> and/or www.fitfortravel.nhs.uk

Please note participants on volunteer and internship programmes are considered tourists by Peruvian immigration. Peru has an automatic tourism visa programme for several countries. Please ensure that your country is one of those listed. Consult your local Peruvian Embassy for latest information.

Authority

At all times during your programme, the decision of the crees' programme leader will be final on all matters likely to endanger the safety and wellbeing of our client's. The client must – at all times – comply with the laws, customs, and foreign exchange and drug regulations of Peru. Should the client fail to comply with the above, should the client interfere or be thought to interfere with the wellbeing of the rest of the group then the crees programme leader may order the client to leave the programme without recourse to any refund.

crees reserves the right to accept or reject any person as a participant at any time, or to require a participant to withdraw from the programme at any time if the programme leader decides it is in the best interest of the participant's health and safety and/or in the best interest of the programme in general.

Responsibility

crees shall not be liable for any damage or loss if the failure to carry out the contract is a) attributable to the client b) attributable to a third party unconnected with the services contracted for and the event is unforeseeable or unavoidable

c) due to unforeseen and unusual circumstances beyond the company's control, the consequences of which could not have been avoided even if all due care had to be exercised d) due to political disputes, industrial action, climate or other matters of a similar nature and any other force majeure e) due to an event which crees, even with all due care could not foresee or forestall. Any liability is limited to the full price paid for the programme. In all cases crees specifically excludes all liability for indirect or consequential loss or expense including loss of profits.

Claims and Complaints

If a client has a complaint against crees he/she must inform their programme leader immediately so that the matter can be rectified as quickly as possible. Official complaints should be put in writing and sent to crees within 7 days of the programme end date.

Accuracy

We endeavour to ensure that all the information and prices both on our website and in our written documentation are accurate. However, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

Local Conditions

Due to political and cultural difference as well as generally tougher physical conditions, travel to the areas we visit involves risks other than those we take in our daily lives. It is important that clients make themselves aware of the risks involved and are responsible for making their travel plans accordingly.

Our Liability and Limitations

You agree that you fully appreciate the inherent risks in participating on a crees programme and in particular the risk of personal accident, disease and medical complications in a tropical environment

and that there may be any number of unforeseen matters causing an unscheduled disruption or halt to your programme. crees does not provide any medical services, such as doctors, nurses or any other medically qualified staff, other than basic first aid supplies, and you accordingly undertake to take all reasonable care of yourself and all others with whom you reasonably foresee you may come into contact on the project.

Crees will not be liable to you for any claim from discomfort or disappointment suffered from participation on a project. Whilst all crees programme are advertised in good faith, you acknowledge that the weather and wildlife are unpredictable and that crees gives no representation that you will observe any particular species or enjoy any particular weather conditions while participating on a programme.

.....

Filming and Photography

crees clients should be made aware that they might be filmed or photographed during their stay with us in Manu. crees reserves the right to use any of the material for publications, marketing use and promotional literature. Should a client be opposed to this they must provide written notification of this before departing on a crees tour/expedition or programme with us.

.....

Intellectual Property

All research, data, reports, photographs and documentation relating to the programme shall remain the property of crees without compensation or further recourse to the participant.

.....

Accountability

Crees endeavors to look after its client's health and safety at all times. Due to the nature of where we work there may exist higher than normal risks to client's personal health and safety. By making a payment you fully accept the programme risks as outlined in our pre-departure information but furthermore you recognize that failure to fully disclose or omit any personal health information on booking will mean no claims or refunds will be able to be made against crees should they occur.

Indemnity

You hereby agree to indemnify crees from and against all loss, damage and liability which crees may suffer or incur as a result of your act, neglect or default while participating on a programme.

.....

Jurisdiction and Applicable Law

These Terms & Conditions and any agreement to which they apply are governed in all respects by Peruvian law. It is therefore agreed that any dispute, claim or other matter which arises between crees and you the client in connection with your contract or booking will be dealt with by the local Court in Cusco, Peru.

.....

Jurisdiction and Applicable Law

These Terms & Conditions and any agreement to which they apply are governed in all respects by Peruvian law. It is therefore agreed that any dispute, claim or other matter which arises between crees and you the client in connection with your contract or booking will be dealt with by the local Court in Cusco, Peru.