



## TERMS AND CONDITIONS – IMAGINE COLOMBIA DMC SAS

**Imagine Colombia DMC SAS** is a legally registered Colombian company, identified with NIT 901.930.758-2 and RNT 242208, authorized to offer and operate tourism services in Colombia. By making a reservation with **Imagine Colombia DMC SAS**, the client is deemed to have fully accepted these terms and conditions.

This document sets forth the legally binding terms and conditions applicable to the services provided by **Imagine Colombia DMC SAS**.

These terms and conditions apply exclusively to trips organized by **Imagine Colombia DMC SAS** and do not apply to the sale of flights (whether included in the travel itinerary or not), or to trips organized by other tour operators or travel agencies, which are governed by their own terms and conditions.

### 1. BOOKING PROCESS

- We strive to provide personalized trips tailored to your needs. Requests are received through an external travel agent or by contacting Imagine Colombia directly at [imagina@imaginecolombia.com](mailto:imagina@imaginecolombia.com). Imagine Colombia will then design a personalized itinerary (“Itinerary”) and provide the corresponding price.
- Once the Itinerary is confirmed, we must receive a) your Booking Confirmation, b) your deposit, and c) a copy of the passports of all travelers; at which point your booking becomes effective.
- By booking, the client declares that they are of legal age and have the legal capacity to contract. Additionally, they declare acceptance of these Terms and Conditions that they are authorized to act on behalf of all members of their group and assume full responsibility for the booking and its total payment.
- If you are a direct client of Imagine Colombia, all correspondence must be carried out through the communication channels listed in the Booking Confirmation unless otherwise specified. Requests sent through other channels will not be valid.
- Some services in the Itinerary will require detailed personal information from all participating clients, as well as copies of personal documents. This information will be requested upon booking and is subject to Imagine Colombia’s confidentiality and data protection policies.



- Special requests that are essential to the client, such as dietary preferences, room location preferences, single or double beds, flight seats, which are determining factors for service programming, must be indicated in writing at the time of the booking request and must be validated and accepted by Imagine Colombia before confirming the booking. Requests that are not classified as essential or determining will not be binding, even if Imagine Colombia attempts to accommodate them.

## 2. PRICE, DEPOSITS AND PAYMENTS

To confirm your booking, a deposit must be made according to the following payment terms, without prejudice to any specific conditions established in the quotation for a particular service.

### Payment Terms:

- **Low season (January 15 – December 15):**
  - o 30% deposit of total + expenses\* at confirmation
  - o 70% balance due 30 days prior to the start of the trip
- **Mid-season (July 15 – August 15):**
  - o 40% deposit of total + expenses\* at confirmation
  - o 60% balance due 45 days prior to the start of the trip
- **High season (Easter; December 16 – January 14):**
  - o 50% deposit of total + expenses\* at confirmation
  - o 50% balance due 60 days prior to the start of the trip

*\*Expenses refer to any amount or deposit specifically required by our providers to secure bookings or guarantees for specific services (e.g., hotels, flights, activity deposits).*

- The prices listed in the itinerary or quote do not include the 19% VAT. According to local law, foreign residents are exempt from VAT by providing a copy of their passport and immigration stamp to **Imagine Colombia DMC SAS**. **Imagine Colombia DMC SAS** is not responsible for tax reforms or newly imposed government taxes. Applicable taxes and contributions will be those set by the Colombian government at the time of the itinerary.
- Failure to make payments according to the “*Payment Terms*” will result in automatic cancellation of the booking and applicable cancellation fees.



- All itinerary costs are based on the specified services detailed in the invoice. **Imagine Colombia DMC SAS** is not obligated to break down the costs involved in an itinerary.
- Availability of hotels, properties, and quoted services is not guaranteed until payment is received and the booking is confirmed. We reserve the right to modify pricing shown in our quotations or website prior to receiving your deposit.
- Can be made via international bank transfer or credit card link (American Express, Visa, MasterCard). A booking is not confirmed until funds are received.
- All bank transfer fees and credit card commissions are the sole responsibility of the client.

### 3. CHANGES AND CANCELLATIONS

- All requests for changes or cancellations to your itinerary must be made in writing and sent via email to [imagine@imaginecolombia.com](mailto:imagine@imaginecolombia.com).
- If you wish to modify your itinerary after it has been confirmed, **Imagine Colombia DMC SAS** will do its best to assist you, but cannot guarantee the change. Modifications are subject to availability and may incur additional costs.
- Depending on the timing of the cancellation notice received by Imagine Colombia DMC SAS, the following penalties apply:

#### Cancellation Policies:

- **Low Season (January 15 – December 15):**
  - o 30+ days: bank fees + expenses\*
  - o 29–22 days: 25% penalty + bank fees + expenses\*
  - o 21–15 days: 50% penalty + bank fees + expenses\*
  - o 14–8 days: 75% penalty + bank fees + expenses\*
  - o 7 days or less: 100% penalty
- **Mid-Season (July 15 – August 15):**
  - o 45+ days: bank fees + expenses\*
  - o 44–30 days: 25% penalty + bank fees + expenses\*
  - o 29–22 days: 50% penalty + bank fees + expenses\*
  - o 21–15 days: 75% penalty + bank fees + expenses\*
  - o 14 days or less: 100% penalty
- **High Season (Easter; December 16 – January 14):**
  - o 60+ days: bank fees + expenses\*



- 59–45 days: 25% penalty + bank fees + expenses\*
- 44–30 days: 50% penalty + bank fees + expenses\*
- 29–22 days: 75% penalty + bank fees + expenses\*
- 21 days or less: 100% penalty

*\*Expenses refer to any amount or deposit specifically requested by our suppliers to secure reservations or guarantees for the provision of specific services (i.e., hotels, flights, or activity deposits) and are subject to their cancellation policies.*

- **Substantial Changes after Confirmation:** A substantial modification to an itinerary includes changing one destination for another, changing travel dates, or any other change considered significant that requires a considerable effort on the part of **Imagine Colombia DMC SAS**. In such cases, a modification penalty equivalent to half of the applicable cancellation penalty + expenses will apply. The remaining balance may be applied to a new itinerary within a maximum period of 1 year. If the new booking requires a higher deposit than already paid, the difference must be covered to confirm the new reservation.
- **Travel Insurance:** It is very important that your trip is covered by appropriate insurance, which must be arranged individually by each client. If the reason for cancellation is covered under your insurance policy, you may be able to claim some or all of the cancellation charges.
- **Changes by Imagine Colombia DMC SAS:** Once the itinerary has been paid in full and your booking has been confirmed, **Imagine Colombia DMC SAS** will make every effort to operate the itinerary as planned. We arrange services well in advance using independent suppliers such as airlines, hotels, local transport operators, and guides, over whom we have no direct control. **Imagine Colombia DMC SAS** reserves the right to modify the scheduled itinerary in response to extraordinary circumstances beyond our control. If we consider the change to be significant, we will notify the client or their travel agent as soon as possible. You will have the option to (i) accept the suggested changes; (ii) arrange a new itinerary of comparable standard if available; or (iii) cancel your itinerary and receive a refund. If the new itinerary is more expensive, you must pay the difference; if it is less expensive, we will refund the difference. If you choose to cancel, our “cancellation policy” applies.





- In the case of force majeure, no compensation will be granted and any resulting costs will be the responsibility of the itinerary participants.
- **Cancellation by Imagine Colombia DMC SAS:** Although we hope never to have to cancel your itinerary, it may exceptionally be necessary, and we reserve the right to do so. We will make every effort to offer an alternative itinerary of a comparable or better standard, except in the case of force majeure\* or if a minimum number of bookings is required to operate the itinerary and this number is not reached.
- **Tickets and Event Venues:** **Imagine Colombia DMC SAS** is not responsible for the cancellation or venue changes of events. We will make every effort to offer alternative arrangements and, in the unlikely event of cancellation, will transfer any refunds obtained to you.

*\*Force majeure means unusual and unforeseeable circumstances beyond the control of **Imagine Colombia DMC SAS** or its suppliers, the consequences of which could not have been avoided even with due care, including but not limited to war, threats of war, riots, civil disturbances, terrorist activity (actual or threatened), unavoidable technical problems with transport, machinery or equipment, power failure, changes imposed by flight rescheduling or cancellation by an airline, airport closures, schedule changes or operational decisions of transportation providers, natural or nuclear disasters, acts of God, fires, floods, droughts, adverse weather conditions, pandemics, epidemics, or disease outbreaks.*

#### 4. RESPONSIBILITIES OF IMAGINE COLOMBIA DMC SAS

- **Imagine Colombia DMC SAS** exercises all reasonable care to ensure that individuals involved in preparing and providing your travel arrangements maintain appropriate standards. However, hygiene, accommodation, and transport standards in Colombia are generally lower than those in North America, Europe, or other developed regions. We strive to contract only reputable suppliers. In the event of a complaint, the contract will be deemed fulfilled if the local standards for those services have been met.
- Descriptions, information, and opinions provided by **Imagine Colombia DMC SAS** in our itineraries or on our website regarding destinations, airlines, hotels, and other services are offered in good faith, based on the most recent and reliable information available at the time.



- **Imagine Colombia DMC SAS**, its employees, officers, shareholders, directors, and service providers, whether in accordance with or in relation to the itineraries, assume

no responsibility whatsoever for any cost, injury, damage, death, loss, accident, or delay to persons or property arising directly or indirectly from: theft, labor disputes, mechanical breakdown, quarantine, regulations or acts of governmental or quasi-governmental authorities or officials, weather, strikes, accidents, fires, floods, political unrest, war, terrorism, epidemics, animals, criminal activities, force majeure, or other causes beyond our control. You hereby waive any claim against Imagine Colombia DMC SAS for any cost, damage, loss, inconvenience, death, or injury.

- By booking, purchasing, or arranging air travel, you agree that **Imagine Colombia DMC SAS** acts solely as your agent and that your airline ticket constitutes a contract between you and the airline or aircraft provider. We are not responsible and assume no liability for claims related to, but not limited to, seat assignments, overbooking, union disputes, flight schedule changes, delays, cancellations, refund requests, or airline insolvency or bankruptcy.
- If, due to circumstances beyond our control, we are required to change or terminate your itinerary after it has started but before completion, we will not pay compensation or refund any expenses incurred. We strongly recommend that you obtain appropriate travel insurance for your trip and direct any claims to your insurance provider.
- We reserve the right to substitute hotels with others of a similar or superior category if quoted accommodations are unavailable for any reason.
- We reserve the right to cancel an itinerary prior to its commencement, in which case a full refund will be provided without any further obligation from **Imagine Colombia DMC SAS**.
- Clients should be aware that travel advisories exist and, in the case of an emergency, consular services may not be available in all areas. While **Imagine Colombia DMC SAS** will take all reasonable measures to ensure client safety, travel is undertaken at the client's own risk, and **Imagine Colombia DMC SAS** accepts no responsibility for client safety.
- Clients traveling to rural areas, reserves, or national parks accept that changes to the itinerary may occur due to environmental, social, political, or other conditions that may affect the schedule or the safety of the travelers.



- **Imagine Colombia DMC SAS** activates a local medical assistance policy for each client during the travel dates. This policy is not a substitute for international travel insurance, and we strongly recommend that clients acquire coverage appropriate to their needs.

## 5. CLIENT RESPONSIBILITIES

- It is important that you verify the details in your Invoice upon receipt. In the event of any discrepancies, you must contact **Imagine Colombia DMC SAS** or your travel agent immediately.
- *Health.* Although the **Imagine Colombia DMC SAS** team has general knowledge of Colombia and the proposed itinerary, you should consult your healthcare provider or a specialized vaccination center to obtain precise recommendations and required health precautions prior to your trip. It is presumed that all clients are in good health to travel to Colombia.
- *Special Conditions.* If you or any member of your group has a disability, medical condition, or allergy, it is extremely important to inform us as soon as possible so that we can take the necessary actions. To assist you effectively, you must provide us in writing, prior to booking, with full details of any medical condition, dietary preferences, and any special requirements arising from them.
- *Insurance.* It is recommended that the client and all members of their group obtain comprehensive travel insurance that is appropriate for their specific needs. The insurance policy should provide coverage for: (i) emergency evacuation insurance, (ii) medical insurance, and (iii) trip cancellation/interruption insurance. Please note that special insurance coverage is required if you intend to participate in diving, horseback riding, rafting, paragliding, or any other hazardous or adventure activity, and you confirm that you are in good health and possess the necessary experience to safely engage in such activities. You should always carry your insurance details with you while on vacation. We shall not be held responsible for any costs incurred by you or any member of your group before, during, or after your trip because of having insufficient or inadequate travel insurance coverage.
- *Passports.* All clients must hold a passport valid for at least six months from the date of arrival in any foreign country. It is the exclusive responsibility of the itinerary participant to ensure possession of a valid passport with sufficient blank pages for immigration stamps and visas.



- *Baggage.* Generally, one standard-size suitcase is accepted at no charge with a maximum weight of 23 kg (50 lb) in economy class and 32 kg (70 lb) in business class. Baggage allowances for charter or domestic flights may be lower than for international flights. All money, valuables, and travel documents must be packed in a carry-on bag, which always remains your responsibility. All baggage is carried at the owner's risk; therefore, **Imagine Colombia DMC SAS** assumes no liability for lost, damaged, or delayed baggage.
- *Property Rentals.* You are responsible for any costs resulting from damage to equipment, property, or accommodations, and/or any additional charges incurred by you or any group member to **Imagine Colombia DMC SAS** or our suppliers. If these charges or costs are not paid when incurred, you will be liable to reimburse them, and you authorize Imagine Colombia DMC SAS or its partners to charge your credit card for the market value deemed reasonable or the amount stated by the supplier.
- *Third-Party Activities.* Any excursion or activity purchased from a local provider or third party at any time does not form part of your contract with **Imagine Colombia DMC SAS**. Your contract for such activities is with the respective provider and is subject to their terms and conditions. **Imagine Colombia DMC SAS** assumes no responsibility for the performance of such services.
- *Required Documentation.* You agree to sign any documents required by **Imagine Colombia DMC SAS** or its suppliers for the execution of the activities and services included in the itinerary.
- *Skills and Risk Activities.* Clients are presumed to possess the necessary skills and abilities to participate in all contracted activities. If not, clients must inform **Imagine Colombia DMC SAS** to receive appropriate instructions. If a client does not meet the minimum required skill level, **Imagine Colombia DMC SAS** reserves the right to cancel their participation in the activity. **Imagine Colombia DMC SAS** shall not be held responsible in cases where the client fails to disclose or deliberately withholds their lack of ability to perform an activity, and the client shall be solely and entirely liable for any damages or harm that may result.

## 6. COMPLAINTS AND CLAIMS

- If you are not satisfied with any of the services included in your itinerary, you must immediately report your complaint to the local representative and to **Imagine**





**Colombia DMC SAS** at [imagina@imaginecolombia.com](mailto:imagina@imaginecolombia.com). We will do our best to rectify the situation.

- If the issue cannot be resolved on the spot and you wish to file a formal complaint, you must submit all the details in writing to **Imagine Colombia DMC SAS** within five (5) business days from the date of the incident. We will make every effort to investigate the matter and respond within four (4) weeks from the date your communication is received.
- Refund Request. Any request for a refund must be submitted in writing within five (5) business days after the conclusion of the itinerary. Refund requests submitted after this deadline will not be accepted. **Imagine Colombia DMC SAS** will have up to fifteen (15) business days to respond to the refund request.
- Any claim related to services provided under the itinerary must follow the steps described above.

## 7. INFORMATION

- *Accuracy of Information.* **Imagine Colombia DMC SAS** carefully checks the information provided regarding itineraries. However, flights, hotels, or activities may change or become unavailable due to local and/or weather conditions. Whenever **Imagine Colombia DMC SAS** becomes aware of any significant or long-term changes, we will make every effort to inform and advise you as soon as possible.
- While we do our utmost to ensure that the information on our website and in our documents is accurate and not misleading, it may have been published several months prior to the start of your itinerary and may be subject to change. We reserve the right to update or modify this information at any time. Booking conditions may also change before confirmation, in which case **Imagine Colombia DMC SAS** will inform you in advance, prior to finalizing your booking.

## 8. DATA PROTECTION

- You freely, expressly, and unequivocally consent to and accept the Personal Data Protection Policy available at [www.imaginecolombia.com](http://www.imaginecolombia.com), in accordance with Colombian Law 1581 of 2012, authorizing the processing of your personal data. This includes the collection, storage, use, circulation, and/or deletion of such data for the



purposes outlined in the Personal Data Processing Policy of Imagine Colombia. You acknowledge that the purpose of processing the collected data is directly related to the corporate objectives of **Imagine Colombia DMC SAS**, specifically to process your booking and ensure that your travel arrangements run smoothly and meet your expectations. You also authorize **Imagine Colombia DMC SAS** to share your information with service providers involved in your trip and to use your data to perform security checks, conduct satisfaction surveys, market research, statistical analysis, and send you communications about news, information, and/or offers. The data provided to **Imagine Colombia DMC SAS** may also be shared with authorities such as customs and immigration, credit or security companies, debit and credit institutions, and governmental and security agencies, if required by law.

- If you wish to obtain a copy of the personal information held about you, or to modify, correct, delete, or file a claim regarding it, please contact Imagine Colombia at [imagina@imaginecolombia.com](mailto:imagina@imaginecolombia.com). The maximum processing time for such requests is fifteen (15) business days from the day following the receipt of your request. If it is not possible to address the request within this period, you will be informed of the reasons for the delay and the date on which your request will be processed, which under no circumstances shall exceed eight (8) additional business days after the initial deadline. By booking with **Imagine Colombia DMC SAS**, you declare that you have read and understood the Personal Data Protection Policy and therefore expressly and unequivocally authorize the processing of your personal data.

## 9. WAIVER OF LIABILITY

- *High-Risk Activities:* These include all activities that inherently pose a risk to the participant or to third parties, as well as those deemed hazardous under Colombian law, jurisprudence, or custom. Such activities may include, but are not limited to: cycling, diving, paragliding, rafting, horseback riding, driving any type of vehicle, hot air ballooning, hiking, paddling, kayaking, jet skiing, surfing, fishing, rappelling, flying or participating in aircraft expeditions, sailing or navigating any type of vessel, swimming, wildlife interaction, and any other activity classified as high-risk.
- You declare that all the information provided is truthful, and that you and the other participants in your itinerary are in good physical condition, suitable for engaging in such activities, and do not suffer from any medical or physical conditions that could impair your safety while participating in high-risk activities.



- You and the other participants in your itinerary, on your own behalf and on behalf of your family, heirs, successors, assigns, or any other person, voluntarily, intentionally, and irrevocably release **Imagine Colombia DMC SAS**, its staff, suppliers, and all other individuals or entities acting in any capacity on its behalf, from all liability, claims, or indemnities arising directly or indirectly from your death, damage, accident, injury, or illness of any kind affecting your person, property, or third parties, as a result of participating in high-risk activities, provided there is no proven gross negligence by the company or its representatives.
- You and the other participants in your itinerary agree to engage in high-risk activities while always complying with safety rules and recommendations, which you acknowledge having fully received and understood. You also declare that you possess sufficient experience and knowledge to carry out high-risk activities, or that your actions during the activity reflect such experience. Any inappropriate or unauthorized behavior, or any action or omission that impedes or disrupts the proper conduct of the activity, entitles **Imagine Colombia DMC SAS** to suspend the activity and immediately exclude you from participation. You further agree to be liable for any damage or harm caused to **Imagine Colombia DMC SAS** or to third parties as a result of such actions.
- This waiver applies to all high-risk activities undertaken or registered with **Imagine Colombia DMC SAS**.
- In the case of minors under the responsibility of the person making the booking: As parents or legal guardians of the minors named in this document, you and the other participants in your itinerary declare that you have read this document in its entirety and voluntarily accept all terms and conditions stated herein. On behalf of the minors, you voluntarily and intentionally release **Imagine Colombia DMC SAS**, its staff, and all other persons acting on its behalf, from all liability, claims, or indemnities arising directly or indirectly from death, damage, accidents, injuries, or illnesses of any kind affecting the minor, their property, or third parties, as a result of participation in high-risk activities related to the services offered by **Imagine Colombia DMC SAS**.

## 10. APPLICABLE LAW

This agreement and any matters arising from it shall be governed by the laws of Colombia and subject to the jurisdiction of Colombian courts.



We reserve the right to modify any or all parts of these terms and conditions at any time and without prior notice.

*Payment of a reservation shall constitute acceptance of all provisions set forth herein. You understand that the penalties, terms, and conditions described above apply to all payments made to **Imagine Colombia DMC SAS**.*