



# TERMS AND CONDITIONS

Your use of the Navetours.com website, [www.navetours.com](http://www.navetours.com) (hereinafter referred to as “Nave Tours E.I.R.L”) and services and tools are governed by the following terms and conditions as applicable Nave Tours E.I.R.L. by mere use of the website, you shall be contracting with Nave Tours E.I.R.L and these terms and conditions constitute your binding obligations.

For the purpose of these terms of use, wherever the context so require ‘You’ shall imply any natural or legal person who has agreed to become a member of the Website by providing Registration data while signing up on the website as a Registered user using the computer systems of Nave Tours E.I.R.L.

When you use any of the services provided by Nave Tours E.I.R.L., you will be subject to the rules, guidelines, policies, terms and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of use and shall be considered as part and parcel of this Terms of use. Nave Tours E.I.R.L. reserves the right, at its sole discretion to change, modify, add or remove portions of these Terms of use, any time. It is your responsibility to check these Terms of use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of use, Nave Tours E.I.R.L. grants you a personal, non-exclusive, non-transferrable, limited privilege to enter and use the Site.

# TERMS

Once your reservation is confirmed by Nave Tours the following conditions apply:

1. The reservation will be materialized once Nave Tours receives the fare of excursion or the percentage of the reserve specified by the company.
2. Travel insurance is not included in the price given to the customer. Customer is strongly advised to purchase travel insurance that covers cancellations, medical expenses, personal accident, personal liability or before starting your trip. There will be no liability on the part of Nave Tours for bodily injury or death unless understood that within the law, and liability for loss or damage to baggage.
3. To realize the reservation, the customer is obligated to pay at least 50% of the desired service. In case of cancellation, it must be made in writing to the email of Nave Tours [info@navetours.com](mailto:info@navetours.com) or authorized travel agent.

## 4. REFUNDS

Day Tours or transfers

- If you cancel at least 60 days in advance - complete Return (1)
- If you cancel at least 30 days in advance - 78% Return (2)
- If canceled at least 15 days in advance – 45% Return (3)
- If you cancel less than 15 days' notice - No refund

Programs:

- If you cancel at least 90 days in advance - complete Return (1)
- If you cancel at least 60 days in advance - 78% Return (2)
- If canceled at least 30 days in advance - 45% Return (3)
- If you cancel less than 30 days' notice - No refund

Tailor Made:

- If you cancel at least 90 days in advance - 89% Return (4)
- If you cancel at least 60 days in advance - 78% Return (2)
- If canceled at least 30 days in advance - 45% Return (3)
- If you cancel less than 30 days' notice - No refund

1. *Refund complete except costs of return costs if need be and viviTravels service costs.*
2. *Refund 45% excluding costs of return costs if need be and viviTravels service costs.*
3. *Refund 78% excluding costs of return costs if need be and viviTravels service costs.*
4. *Refund 89% excluding costs of return costs if need be and viviTravels service costs.*

5. The customer must at all times check the dates and stand at least 10 minutes before departure to avoid delays. If the customer does not show up on time at the agreed starting point, Nave Tours reserves the right to begin the tour, excursion or trip without the client. In this case, the client must understand that there will be no refund by the company.

6. Nave Tours reserves the right to change, cancel or alter routes whenever deemed necessary due to weather, safety of the customer and guide or fault of the company. In case of cancellation of the service by indirect reasons of Nave Tours, the itinerary will be replaced by one of equal value. For cancellations for reasons directly Nave Tours on a trip, the company will return the amount to the value of what remains to be done (except for expenses such as accommodation, petrol, bought tickets, etc ...). Nave Tours reserves the right to change the capacity and models of vehicles as required.
7. The customer agrees to respect the laws in the country. The customer agrees to keep proper forms and respect all members of Nave Tours and the other passengers. In case of default, Nave Tours reserves the right to refuse participation in any of the services offered by the company without any refund. The company is not responsible for delays in completing the journey involving passengers' connections. However the mission of Nave Tours is to always respect the timetable.
8. Unaccompanied minors are not allowed. It is compulsory to adults accompanying children.
9. You agree to carry at all times a document that identifies you.
10. The customer agrees to the filming and / or be photographed by members of Nave Tours for contracted services for purposes relating to Nave Tours and never to be sold or used by third parties.
11. Nave Tours reserves the right to use any information that the client gives to the company for advertising purposes (including media such as Facebook, polls, Twitter ...)
12. In the event of legal action against Nave Tours, the client agrees to pay the costs, including but not limited to, those derived from defense counsel.
13. The customer must always provide operational contact number or if no phone number, a means that allows immediate communication and customer location. Nave Tours always ask for this information before the start of the contracted services. Nave Tours is not liable for damages, both legal and monetary, in ontracted services if the customer has failed in its duty to give us a phone number or other contact means of immediate communication with the client. Also is not responsible if the client provides a phone number or the like which is not operational and we prevent customer communication. Note that if something unexpected or undesirable occurs, we can solve it quickly and effectively if we have a means of direct and immediate contact with you.



14. Nave Tours is not responsible for possible changes in itineraries due to adverse weather conditions. The company is not responsible for events that are beyond the control of the activity, such as weather events, or events beyond our control which prevent total or partial execution of the activity.
  
15. Nave Tours is not responsible for possible changes in outsourced services, whether Nave Tours has provided any support for their production. For cancellations or problems with third party through no fault of Nave Tours, the customer must go to the third company to make the appropriate claims within the terms and conditions of that third company. Nave Tours will not be legally or financially responsible for damages caused by third parties. These third parties include restaurants, hotels, buses, tourist attractions, and other companies contracted to carry out the various tourist activities.

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purpose. Nave Tours E.I.R.L. does not warrant that the Nave Tours E.I.R.L. services, information, content, materials, products (including software) or other services including on or otherwise made available to you through the Nave Tours E.I.R.L. services, Nave Tours E.I.R.L.'s server or electronic communications sent from Nave Tours E.I.R.L. are free of viruses or other harmful components. Nave Tours E.I.R.L. will not be liable for any damages of any kind arising from the use of any Nave Tours E.I.R.L. service, or from any information, content, materials, products (including software) or other services included on or otherwise made available to you through any Nave Tours E.I.R.L. service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

## DISPUTES

Any dispute or claim relating in any way to your use of any Nave Tours E.I.R.L. service, or to any products or services sold or distributed by Nave Tours E.I.R.L. or through Nave Tours E.I.R.L. will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited.

However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## VARIATION

We may revise these terms and conditions from time to time.

We will provide you a written notice of any amendment of these terms and conditions, and the revised terms and conditions will be implemented to the use of our site from the date that we give you the notice; if you do not consent to the revised terms and conditions, you must cease using our website.

## APPLICABLE LAW

A contract under these terms and conditions shall be governed by and construed under the Chilean law.