

General Terms and Conditions Amadeus Travel Agency S.A.

The General Terms and Conditions of the Amadeus Travel Agency (ATA) destination management company are the binding contractual basis for the competent and trusting execution of the planned trip. The customer receives them together with the offer or can check them on our website.

1. Registration and travel contract conclusion

With the written travel application, the customer offers ATA the conclusion of a travel contract bindingly and thus accepts the present terms and conditions (Terms and Conditions) as well as the rates, services, information and conditions mentioned in our offer.

Registration for a trip can be made in writing, e.g. by email, orally or by telephone. In the case of electronic registrations, ATA shall immediately confirm receipt by the same means. This does not constitute confirmation of the acceptance of the offer or the booking order.

The contract becomes final with the written booking confirmation by ATA.

If the content of the booking confirmation differs from the content of the travel registration, there will be a new offer from ATA to which ATA is bound for 7 days. On the basis of this new offer, the contract is concluded if the traveler declares ATA acceptance of the offer within the binding period - in writing, orally or by payment.

2. Payment

Invoices are in USD (US Dollar).

For individual bookings, the total amount of the invoices is due 30 days before the start of the trip (payment receipt on our account); for all bookings made less than 30 days before departure immediately. For individual bookings that include services in Peak Season (Christmas week, New Year's week, Easter week) the total amount is due 45 days before the start of the trip.

For bookings of 10 rooms or more (group), the total amount of the invoice is due 45 days before the start of the trip; for bookings made less than 45 days before departure immediately.

Special payment conditions of individual service providers may require an earlier down payment. This will be announced at the time of quotation creation, invoiced separately and credited to the total accounts.

If the customer is in arrears with the payment and the invoiced travel price is not paid in full until the agreed departure, ATA is exempt from the obligation to perform after a reminder and deadline has been set, as well as entitled to withdraw from the contract and demand cancellation costs (clause 4).

Payment must be made to one of our bank accounts in Costa Rica. Please note: The bank route for SWIFT (BIC) transfers usually takes 5 to 6 days.

When making the bank transfer, please be aware of the OUR fee arrangement (the sender bears all of the payment transaction fees): Fees in Europe to Costa Rica are borne by the sender including fees by intermediate banks. At Amadeus S.A. the total invoice amount must be received - possible shortfalls must regrettably be reclaimed.

3. Changes in Price or Services

According to the booking confirmation, the contractually agreed services are binding for ATA.

However, ATA reserves the right - for factually justified, unforeseeable and significant reasons - to make changes and deviations of insignificant travel services that become necessary after conclusion of the contract and have not been brought about by ATA against good faith, insofar as this does not affect the overall design of the booked trip. The traveler will be informed immediately of any changes or deviations from services. Any warranty claims remain unaffected insofar as the amended services are affected by defects.

If there are at least 4 months between the conclusion of the contract and the start of the trip, ATA may increase the total travel price by up to 5% if this takes into account demonstrable increases in

the cost of maintenance, the charges for certain services (e.g., national park entrance fees, airport or security fees, etc.) or a change in the exchange rates applicable to the trip in question. Price increases based on these circumstances are only permitted to the extent that the increase has a specific effect on the travel price calculated on the basis of the proportion of transport, duties and exchange rates.

The customer will be informed immediately of an increase in the travel price, but at least 30 days before the start of the trip.

In the event of increases of more than 5% of the total travel price or changes to a substantial travel service, the traveler is entitled to withdraw from the contract at no cost.

The traveler shall assert these rights against ATA in writing immediately after becoming aware of the declaration of amendment.

4. Cancellation and change of reservation by the traveller

Before the start of the trip, the traveler can withdraw from the travel contract at any time. The date of receipt of the declaration of withdrawal (recommended in writing for reasons of proof) at ATA is decisive.

If the traveler withdraws from the travel contract or does not start the trip, ATA may demand flat-rate cancellation costs as a reasonable compensation for the travel arrangements and expenses made.

We highly recommend to buy a travel insurance package!

The claim for compensation is calculated per traveler and according to the period between the withdrawal and the contractually agreed start of the trip, as follows:

Individual itineraries

HIGH SEASON November 01 to April 30 / July and August (except Peak Season)	
Days prior to trip start	% of the booking price
30 - 15 days	50%
14 days - trip start	90%
LOW SEASON May and June / September 01 to October 31	
Days prior to trip start	% of the booking price
20 - 8 days	50%
7 days - trip start	90%
PEAK SEASON Christmas week, New Year's week, Easter week	
Days prior to trip start	% of the booking price
45 days - trip start	90%

Group itineraries of 10 rooms and more

HIGH SEASON November 01 to April 30 / July and August (except Peak Season)	
Days prior trip start	% of the booking price
45 - 21 days	50%
20 - 15 days	75%
14 days - trip start	90%
LOW SEASON May and June / September 01 to October 31	
Days prior to trip start	% of the booking price
30 - 15 days	50%
14 - 8 days	75%
7 days - trip start	90%

PEAK SEASON	
Christmas week, New Year's week, Easter week	
Days prior to trip start	% of the booking price
60 - 45 days	50%
44 - 30 days	75%
29 days - trip start	90%

Important comment on clauses 2 and 4:

Some service providers have different payment and cancellation policies, especially during the Peak Season and on public holidays. These are mentioned separately in our offer.

5. Unused services

If the traveler does not use individual services of his/her journey due to early return or for other compelling reasons, ATA will seek reimbursement from the service providers in question. This obligation shall be waived if the services are completely insignificant or if there are legal or official provisions to prevent reimbursement. If participants choose a property or service other than the reserved accommodation, meals or mode of transport, or waive all or part of the services provided, no refund will be made.

6. Warranty

If travel services are not provided in accordance with the contract, the customer may demand remedial action. ATA may refuse the remedy if it requires a disproportionate effort. ATA may remedy the situation by providing an equivalent replacement service, provided that this is reasonable for the customer and that the travel defect has not been deliberately caused against good faith or that the remedy does not constitute an inadmissible change in the contract. If a defect or lack of a guaranteed quality occurs, the customer is obliged to immediately notify ATA or its representatives in order to create an opportunity for immediate remedy. If the customer omits the complaint of the defect culpably, therefore, claims for reduction and contractual damages are excluded. Termination of the travel contract by the customer due a travel defect that significantly affects the travel is only permitted if ATA does not provide a reasonable remedy after the customer has set ATA a reasonable period of time for this. A time limit is not required if the remedy is impossible, is refused by ATA or if the immediate termination is justified by a special interest of the customer.

7. Exclusion of claims and period of limitation

Claims for non-contractual delivery of the trip shall be asserted by the traveler against ATA within one month of the contractual termination of the trip. After expiry of this period, the traveler can only assert claims if he has been prevented from complying with the time limit through no fault of his own. In the traveler's own interest, the notification should be made by e-mail. Decisive is the date of receipt of the complaint at ATA. Any liability is excluded for claims received later.

8. Liability of ATA

ATA is the coordinator and mediator of third-party services in Costa Rica, Nicaragua and Panama (accommodation companies; Land, water and air transport; freelance tour guides; organizer of all kinds of activities, etc.). ATA is responsible for the professional selection and monitoring of service providers, in particular with regard to suitability, compliance with applicable regulations and laws. ATA is therefore not liable for the services provided by the third-party companies, insofar as ATA is not to be accused of intent or gross negligence in the selection of the latter. Within the scope of the duty of care of a prudent businessman, ATA is liable for the conscientious preparation of each trip, the correctness of the travel description and the contractually agreed provision of the travel services according to the reservation confirmation.

9. Contract cancellation and termination by ATA

ATA may withdraw from the travel contract prior to the commencement of the trip or terminate the travel contract after the start of the trip if:

- the travel is significantly difficult, impaired or endangered due to unforeseeable force majeure (e.g. natural disasters, political unrest, epidemics, crises). In this situation, ATA will charge the costs actually incurred up to the withdrawal. A full refund of the travel price is not possible, only the costs not charged by the participating service providers can be credited. Any additional costs incurred shall be borne by the client.
- ATA learns before the start of the journey of important reasons in the person of the traveler, which make it fearful of a lasting disruption of the trip. In this respect, clause 4 "Cancellation and changes of reservation by the traveler" of the agreements applies.
- the traveler permanently disturbs the execution of the trip after the start of the trip despite a warning from ATA or behaves to such an extent contrary to the contract that the termination of the contract without notice is justified. This also applies if the customer does not meet the special requirements of a trip in accordance with the publication in terms of his physical capacity or due to health impairments. Despite termination by ATA, the claim to the travel price still exists, but deducts the saved expenses.

10. Passport, Health and Entry requirements

Each participant is responsible for compliance with all regulations and formalities necessary for the operation of the trip (e.g., passport, entry, visa, vaccination, health, foreign exchange and customs regulations) and, if applicable, valid vehicle driving licenses. All consequences, in particular the payment of travel cancellation costs, from the non-compliance with these regulations shall be borne by him, as well as the payment of additional costs incurred by ATA.

11. Ineffectiveness of individual provisions

The ineffectiveness of individual provisions of the travel contract does not result in the ineffectiveness of the entire travel contract or the other provisions.

12. Various

The information on physical requirements for activities such as hiking is provided to the best of our knowledge and belief, but without guarantee, because such information is not only subjective assessments, but also strongly depends on unforeseeable external circumstances, especially weather conditions.

13. Applicable law and place of jurisdiction

The contractual and legal relationship between the customer and ATA is based on the legal provisions of the Republic of Costa Rica.

The place of jurisdiction for the traveler's actions against ATA is San José, Costa Rica. For ATA's actions against the customer, the customer's domicile is decisive.

14. Destination Management Company

The booked trip is organized by Amadeus Travel Agency S.A. (commercial name Amadeus Travel):

Mailing address:

Apdo 16-3009

40401 Santa Barbara de Heredia, Costa Rica

Costa Rica

Visitor address:

Barrio Betania
40401 Santa Barbara de Heredia, Costa Rica

Last updated: Feb. 11, 2022