



TERMS AND CONDITIONS – NATIVO KAYAK USHUAIA

Terms and Conditions – Reservation and Cancellation Policy.

These terms and conditions may be modified from time to time and apply to all of our services.

By accessing, browsing, using, and/or completing a booking through our (mobile) website, you acknowledge and agree that you have read, understood, and are legally bound by the terms and conditions set forth below. No contract shall exist between the customer and Nativo Kayak Ushuaia until Nativo Kayak Ushuaia has received full payment and issued a confirmation invoice. The customer making the booking accepts these terms on behalf of all members of their travel group and is responsible for full payment.

Nativo Kayak Ushuaia is an adventure tourism operator authorized by the Fueguino Institute of Tourism (IN.FUE.TUR), Provincial Register of Adventure Tourism Operators No. 044/23 | INFUETUR Authorization of Tierra del Fuego No. 044/23, offering a wide range of adventure tours in Ushuaia, Tierra del Fuego.

Bookings can be made directly through www.nativokayak.com.ar, its sub-brands, and/or any other website through which Nativo Kayak Ushuaia offers its services. If you encounter any issues when booking through Nativo Kayak Ushuaia's website, please contact our Customer Service Team at info@nativokayak.com.ar.

Nativo Kayak Ushuaia reserves the right to alter itineraries and/or schedules if necessary, due to adverse weather conditions or other related circumstances. Nativo Kayak Ushuaia is not responsible for expenses and/or costs incurred due to factors beyond its control, such as flight delays, changes and/or cancellations, injuries, weather, wars, natural disasters, etc., and/or other unforeseeable matters. You are responsible for providing Nativo Kayak Ushuaia with correct contact information and related details so that we can keep you informed in case of changes to the booked services.

1. Prices

1.1. Please note that all prices for services provided by Nativo Kayak Ushuaia are in AR\$ (Argentine pesos) or USD (US dollars). We would like to inform you that Nativo Kayak Ushuaia is not responsible for currency fluctuations or additional fees beyond its control, such as bank transfer fees and credit card fees.



1.2. All prices displayed on our website are based on current rates. Nativo Kayak Ushuaia reserves the right to modify or change prices already published on the website without prior notice in the event of currency fluctuations, government taxes, or any increase in costs beyond Nativo Kayak Ushuaia's control.

1.3. Prices are guaranteed against any surcharge after an invoice has been issued, unless the increase is due to government laws or currency changes amounting to 5% or more of the tour price. In such cases, amounts exceeding 5% will be charged, and customers will have the right to cancel their booking with a full refund if the surcharge exceeds 10%. Any increase due to changes in government laws, such as tax changes, will be added to the invoice.

2. Special Offers and Promotional Codes

2.1. Please note that special offers, such as promotional codes, cannot be applied to a booking after the purchase has been made, as in the case of a refund. When offered, promotional codes and/or other special offers must be entered in the corresponding field on the payment page at the time of booking to be valid and applied.

2.2. Please note that all special offers, such as promotional codes and/or early booking discounts, only apply to the tour price. Extras are not subject to discounts.

2.3. The early booking discount applies to the final tour price. If a special offer/promotional code is used, the early booking discount applies to the discounted price (full price minus the special offer/promotional code).

3. Costs

3.1. Any additional expenses or those not offered by Nativo Kayak will be borne by the passenger.

4. Transfer Services

4.1. Nativo Kayak Ushuaia does not offer transfer services for its tours. Please read the tour description carefully to see the services. A transfer option can be added at an additional cost, which must be informed at the time of booking. The cost of the transfer will depend on the distance of the route (check for details).

4.2. As a traveler, you are responsible for your pickup, which includes providing Nativo Kayak Ushuaia with your pickup location in a timely manner and being ready at the correct time for your tour pickup. Nativo Kayak Ushuaia will provide pickup time information in your voucher or booking confirmation, which will be provided at the time of booking. If you are unsure when to be ready for your scheduled tour, please contact our Customer Service Team.



4.3. Please note that failure to show up for the pickup does not entitle you to a refund of the amount paid for the services. You are responsible for being ready at the designated pickup point at the start of the pickup time so as not to miss our guides when they arrive to pick you up.

5. Meeting at the Location

5.1. If you plan to meet us at the tour location, please ensure that this can be arranged. For most Nativo Kayak Ushuaia tours, it is possible to meet us at the location. Please read your tour description carefully to see if it is possible to meet us at the location for the particular activity. If you are unsure which tours this applies to, please contact our Customer Service Team.

5.2. As a traveler, you are responsible for arriving at the meeting point on time for your tour. This includes being ready at the correct time in the right place for your adventure tour. Nativo Kayak Ushuaia will provide meeting point information for your tour in your voucher or booking confirmation, which will be provided at the time of booking. If you are unsure when to arrive for your scheduled tour, please contact our Customer Service Team.

5.3. Please note that if you fail to arrive on time for your tour and/or arrive late at the tour meeting point, i.e., if you do not arrive at the correct meeting point at the correct time for your adventure tour, you will not be entitled to a refund of the amount paid for the services.

6. Extras and Rental Equipment

6.1. Extras and rental equipment can be added when booking your tour as well as afterward, provided this is done no later than the night before your tour departure. If you have already made a booking with us and wish to add any extras and/or rental equipment to your booking, you may do so via our WhatsApp number or email.

6.2. Please note that all bookings for extras and rental equipment are subject to the same cancellation terms as the purchased tour. This includes individual supplements, boots, waterproof jackets and pants, etc. After the tour's departure, extras become non-refundable.

6.3. The necessary safety equipment for each tour is provided by Nativo Kayak Ushuaia and is not classified as rental equipment.

7. Travel Insurance

7.1. As with any domestic or international travel, we strongly recommend that you purchase a travel insurance policy in your home country that covers your costs should you need to cancel your travel booking at short notice. This type of



travel insurance is inexpensive and often covers other risks. Having travel insurance is always a good idea when traveling the world. This is particularly relevant during COVID-19 times, as it is now.

7.2. Nativo Kayak Ushuaia will provide individual insurance coverage for each passenger during the duration of the contracted excursion.

7.3. The individual insurance contracted DOES NOT INCLUDE coverage for damage or loss of electronic or technological devices. It is the sole responsibility of the passenger to take care of them. Nativo Kayak Ushuaia does not contemplate any material or monetary repair in case of loss or damage of any electronic or technological device. It is suggested that passengers take out insurance to obtain coverage in case any damage occurs to their devices.

8. Weather and Conditions in Ushuaia, Tierra del Fuego

8.1. All adventure travel and outdoor activities are weather-dependent and subject to general conditions. Nativo Kayak Ushuaia reserves the right to alter routes, itineraries, departure times, and/or cancel your trip without prior notice for your safety, if necessary.

8.2. Please note that Ushuaia is located at the southernmost tip of the continent and is an island. The weather changes rapidly on our island, and with it, the conditions. Our guides are specially trained to handle changing conditions, and their number one priority is making decisions with your safety in mind. Please be aware of this and respect your guide's authority to do so.

8.3. Nativo Kayak Ushuaia cannot be held responsible for any loss, damage, accident, injury, illness, schedule change, or other factors due to weather, strikes, natural disasters, or any other cause beyond the control of Nativo Kayak Ushuaia. Nativo Kayak Ushuaia acts in good faith and cannot be responsible for the failure or delays of organizations such as individual agencies, hotels, other tour operators, airlines, guides, restaurants, or other acts of individuals or companies.

8.4. In the event of any changes to flights (domestic and international), the passenger is responsible for any additional costs incurred as a result of such changes (e.g., additional hotel nights, meals, transfers, etc.) at the time. Therefore, we recommend all customers have comprehensive travel insurance to cover all contingencies.

9. Clothing

9.1. Appropriate footwear and clothing for the outdoors must be worn. We reserve the right to deny participation to customers dressed inappropriately or



with unsuitable footwear, as this would jeopardize the customer's well-being and safety. In such cases, full cancellation charges will apply.

10. Luggage

10.1. Please note that Nativo Kayak Ushuaia cannot be responsible for damaged luggage if taken on the tour. Luggage storage can be purchased as an optional extra if the customer wishes to store their luggage safely during their multi-day adventure.

11. Assumed Risk and Outdoor Activities

11.1. Guests/clients are advised that all activities are undertaken entirely at their own risk, and they must behave appropriately at all times in accordance with the guidelines of Nativo Kayak Ushuaia or its partners, assuming responsibility for their own safety. All adventure tours and outdoor activities carry inherent risks, and Nativo Kayak Ushuaia or its partners assume no responsibility for accidents caused by their clients, traced to their own actions, or caused by factors beyond human control (Force Majeure). Passengers from the age of 6 (six) years old are allowed, under the sole responsibility of their parents, guardians, or caretakers. By purchasing your excursion, you accept these conditions, understand their implications, and agree to take responsibility for your participation in your trip. For all excursions, signing an additional liability waiver will be required.

11.2. Our guides reserve the right to refuse participation to any client they believe will be unable to complete the tour due to their physical condition, injury, or illness. In such cases, full cancellation charges will apply.

11.3. We reserve the right to refuse participation to clients who are physically or verbally abusive or pose a threat to staff members or fellow travelers in any way. In such cases, full cancellation charges will apply.

12. Alcohol and Drugs

12.1. We reserve the right to refuse participation to clients we believe to be under the influence of alcohol or drugs, and under such circumstances, no refund will be given. Our guides reserve the right to refuse participation to any client whose behavior or conduct may cause offense, annoyance, or endanger other passengers. In such cases, full cancellation charges will apply.

13. Reviews and Feedback

13.1. Nativo Kayak Ushuaia welcomes all feedback, both positive and negative, as it helps us improve our overall services and performance. We greatly appreciate it if you could share your tour experience with us.



Please note that all complaints must be submitted to Nativo Kayak Ushuaia within 5 days of the conclusion of your tour. Otherwise, any possible compensation will be invalid.

14. Payment Terms

14.1. Nativo Kayak Ushuaia accepts all major credit and debit cards. Nativo Kayak Ushuaia requires full payment at the time of booking.

15. Applicable Law and Jurisdiction

15.1. This agreement will be governed and construed exclusively in accordance with the provincial and national laws of the Argentine Republic.

Nativo Kayak Ushuaia Cancellation Policy

All cancellation fees retained by Nativo Kayak Ushuaia are solely intended to cover our direct costs of modifying and/or canceling your booking. By accessing, browsing, using, and/or completing a booking through our (mobile) website, you acknowledge and agree that you have read, understood, and are legally bound by the cancellation policy outlined below. No contract will exist between the customer and Nativo Kayak Ushuaia until Nativo Kayak Ushuaia has received full payment and issued a confirmation invoice. The customer making the booking accepts these conditions on behalf of all members of their travel group and is responsible for full payment on behalf of the entire group.

All communications related to these terms and conditions (particularly any request to cancel or modify your travel arrangements) must come from the primary traveler of each booking and be processed through the official email info@nativokayak.com.ar, where travelers can manage their bookings. If a refund is applicable, it will be processed following all procedures and completed as soon as possible, with the stipulated amount being transferred to the same credit/debit card used for the booking. Please note that we cannot be held responsible for any delays in the delivery of the refund to your account once it has been processed on our end. For tours purchased through another provider, please contact the provider directly to request your refund and/or cancellation. The cancellation policy applies to the original departure date for which the tour was booked.

16. Cancellation Fees and Charges

16.0. Changing the number of people in a booking to a lower number is considered a cancellation for the reduction in the number of participants. Such cancellations are subject to cancellation fees as outlined below.



Since we begin to incur costs from the moment the contract is confirmed, we will apply cancellation charges as shown below from the moment written notice of cancellation is received:

16.1. Cancellation of Tours in all versions.

More than 7 (seven) days in advance: Full refund.

Less than 7 (seven) days in advance, inclusive: No refund.

For all bookings of tours operated by Nativo Kayak Ushuaia (or any of its sub-brands), cancellation or modification notice must be given at least 7 (seven) days in advance of the scheduled tour departure to receive a full refund. If a cancellation is made less than 7 (seven) days before departure, no refund will be given. For the 7 (seven) days policy to apply, cancellations must be made and delivered to Nativo Kayak Ushuaia exclusively via email at info@nativokayak.com.ar. The 7 (seven) days policy does not apply to cancellation requests submitted through other channels.

Extras and rental equipment booked as part of a day tour are subject to the terms set out here.

Please note that this only applies to tours operated by Nativo Kayak Ushuaia. Tours operated by trusted partners are subject to that company's cancellation policy.

16.2. Please ensure that you complete and/or provide all necessary details when booking your adventure tour. Once you have completed the booking process, a booking confirmation will be sent, containing your booking number and the voucher or reservation receipt for the booked services. The voucher or reservation receipt will serve as your proof of payment, so please bring it with you on the day of your tour. Please note that you are responsible for carefully checking all details on your confirmation and related travel documents to ensure they are correct. In case of any discrepancies, such as booking errors where the wrong date and/or an incorrect number of participants were booked, please contact Nativo Kayak Ushuaia immediately, as it may not be possible to amend your booking as the departure date approaches. Nativo Kayak Ushuaia cannot be held responsible for errors made during the booking process.