

GOTOPERU Services Terms & Conditions

- 1. Contract between the Client and GOTOPERU
- a. To secure a booking with GOTOPERU, the Client must deposit 50% of the entire price of the trip. In some cases depending of the arrival date GOTOPERU could offer an optional Full prepayment discount.

All flights (domestic and international) must be paid 100% in advance to secure spaces. Cruise bookings are subject to special deposit policies depending on the boat. The deposit is non-refundable. Clients booking by telephone, fax or email will be deemed to have read the booking conditions.

- b. A booking is accepted and becomes definite from the date GOTOPERU has received the deposit from the Client. It is at this point that a binding contract between GOTOPERU, LLC, and the Client comes into existence.
- c. The contract is made between GOTOPERU, LLC, and the Client, which includes all persons named on the booking form. The person signing the booking form warrants that he/she has full authority on behalf of all the persons whose names appear thereon and confirms that all such persons are fully aware of and accept these conditions.

2. Payment

- a. In the case of bookings made within 45 days of the departure date, the full amount of package price has to be paid at once.
- b. In the case of bookings made within 10 business days, a US\$50 late booking fee (per booking, not per person) will be charged. The fee is US\$100 for bookings made within 5 business days.
- d. Payment can either be made by wire transfer, direct deposit, or check. In case of a bank transfer, all wiring and transfer costs should be assumed by the Client.
- e. All prices are United States of America Dollar based. All quoted Euro and Pound prices are referential and for the convenience of the Client.

The Client can choose to pay in Euros or Pounds; however, if the amount in Euros or Pounds that is quoted is more than 4% below the amount based on the original dollar price and exchange rate of the day of payment, the amount paid in Euros or Pounds will be recalculated based on the exchange rate of the day of payment.

f. Our prices do not include Peruvian sales taxes. Those exempt from paying this tax must meet the legal standards. For an exemption from the IGV (General Sales Tax) the visitor (guest) must prove he or she meets the international treaty standards honored in Peru by showing a passport, driver's license or national identity card. Please note that visitors who have stayed in Peru longer than 60 calendar days are no longer exempt from IGV (General Sales Tax). Also please make sure that your identity documents are legible and note that the TAM (Andina Migration Card) cannot substitute a passport.

Changes by the Client

Any changes to the original booking must be confirmed by the person signing the booking form. For any change by the Client to the itinerary after receiving a confirmed Travel Program from GOTOPERU, a US\$10 changing fee will be charged plus any costs or charges which are incurred or levied by our suppliers as a result of the amendment. While every reasonable effort will be made to accommodate changes and additional requests, their availability cannot be guaranteed.

Substitution of Client

If any member of your party is prevented from traveling, it may be possible to transfer the booking to another suitable person, provided that written notice is given at least 30 days prior to departure. An administration fee of US\$20 will be levied plus any costs imposed by GOTOPERU suppliers.

5. Cancellation by the Client

The Client may cancel the booking at any time provided that the cancellation is communicated to GOTOPERU in writing. Payments for flights, cruises and Inca Trail bookings are non-refundable due to airline and operator policies

In case part of a booking is cancelled, the remaining party may have to pay additional charges (e.g. under-occupancy, or single room supplements). In case of trip postponement, an administration fee of 3% of the trip price will be charged plus the amount already spent on non-refundable subcontracted services. The remaining amount may be used toward future travel with GOTOPERU.

6. Changes

When a major change is made, the Client will have the choice to accept the change of arrangements, to purchase any other available tour or to cancel the tour and obtain a full refund. This is providing that the major change is not because of force majeure.

Force majeure is war, threat of war, riots, civil strife, industrial dispute, terrorist activities, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by cancellation or rescheduling of flights by an airline, the alteration of airline or aircraft type, or other similar events beyond the control of GOTOPERU.

GOTOPERU is not liable for any charges in the event of a change beyond their control - to the departure time or date of a tour, flight or other form of transport.

Passport, Visa and Vaccinations

It is the responsibility of the Client to be in possession of a valid passport, visa permits, inoculations and preventative medicines as may be required by the authorities of the visited countries for the duration of the tour. Information about these matters or related items is given in good faith but without responsibility on the part of GOTOPERU.

8. Local laws

All participants in tours operated by GOTOPERU are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve GOTOPERU of all obligations that they may otherwise have under these booking conditions.

9. Illness or disability

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the

provision of any medication or other treatment which may be required during the tour. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the tour in which case all monies paid will be forfeit.

If the chosen holiday includes a cruise or excursion or transfer by boat of any sort, the Client must make it known at the time of booking if he/she is unable to swim. This will not prevent the Client from participating in the tour but will enable GOTOPERU to take additional precautions for the safety of the Client at such times as may be appropriate.

10. Client has a Complaint

If the Client has a complaint about any of the tour arrangements, he/she must bring it to the attention of the tour leader or other representative of GOTOPERU at the appropriate time so that they may use their best endeavors to rectify the situation. It is only if GOTOPERU is made aware of any problems that there will be the opportunity to put things right. Making your complaint known to GOTOPERU as a problem arises during your trip will allow us to remedy the situation or facilitate compensation. Should the problem remain unsolved, a complaint must be made in writing to GOTOPERU within 28 days of the completion of the holiday.

11. Flight Bookings

GOTOPERU will use its best endeavors to ensure that all flight prices are correct at the time that they are quoted. Airlines reserve the right to amend or withdraw fares without prior notice. Once a deposit is paid on an airfare, it guarantees that a booking is being held for you, but it DOES NOT GUARANTEE the fare. The fare can only be guaranteed when the flight booking has been paid in full and a ticket has been issued. Flight bookings cannot be transferred.

The flight times given by GOTOPERU are for general guidance only and are subject to change. Up-to-date flight times will be shown on the tickets. The Client must check the tickets very carefully immediately upon reception of the latest timings. GOTOPERU will endeavor to inform the Client as soon as possible in the event of any flight alteration. Details of airlines are also subject to change. Such alterations do not constitute a significant change to the trip arrangements and will therefore not be entitled to cancel without paying the normal charges as a result.

GOTOPERU cannot be held responsible for any delay to your flight whether this delay is caused by adverse weather conditions, the action

of air traffic controllers, airport authorities or (local) governments, the rescheduling of flight times by the airline, mechanical breakdown, strike, industrial action or any other reason.

12. Our responsibility

GOTOPERU cannot guarantee the accuracy of any hotel, resort or other leaflet which is not published by them but may be supplied as an additional service to the Client.

GOTOPERU accepts responsibility for ensuring that the vacation which the Client books with them is supplied as described in the final version of the travel program the Client will receive upon arrival and for ensuring that the services reach a reasonable standard.

GOTOPERU acts only in the capacity of an agent upon the legal conditions that, while exercising every possible precaution, it is not responsible for injury, illness, damage, loss, additional expenses, accidental delay, or other irregularities which may be caused either through willful or negligent acts or omissions made by the companies or individuals providing or engaged in transportation, accommodation or other services related to the accomplishment of the tour, or through natural disasters, social upheavals or other causes.

Cancellation by the Client

The Client may cancel the booking at any time provided that the cancellation is communicated to GOTOPERU in writing.

Payments for flights and Inca Trail bookings are non-refundable.

All other reservations cancelled less than 45 days prior to the departure date of the tour are subject to the following cancellation fees:

Period before departure when written notification is received

Cancellation fee as a percentage of the refundable services price

44-21 days	50%
20-8 days	75%
7 days or less	90%

In case part of a booking is cancelled, the remaining party may have to pay additional charges (e.g. under-occupancy, or single room supplements). In case of postponing the trip, an administration fee of 5% of the trip price will be charged plus the amount already spent on non-refundable subcontracted services. The remaining amount may be used toward future travel with GOTOPERU.

For any cancellation before 45 days of Arrival: It will be a 100% refund and only a \$120 Administrative Fee.

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