



## **BOOKING POLICY**

### **1: The contract between The Client and Fertur Peru Travel S.A.C.**

- To secure a booking with Fertur Peru requires a completed and signed [booking registration form](#). Deposits will be required on a case-by-case basis depending on the nature of the tour agreed to in writing between The Client and Fertur Peru. Clients booking by telephone, facsimile or email will be deemed to have read these booking conditions and signed the booking form.
- A booking is accepted and becomes definite only from the date Fertur Peru has confirmed acceptance in writing and issued formal confirmation. It is at this point that a binding contract between Fertur Peru and The Client comes into existence.
- Fertur Peru reserves the right to decline a booking without explanation.
- The contract is between Fertur Peru Travel S.A.C. and The Client, being all persons named on the booking form(s). The person signing the booking form attests 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**

- The balance of all monies due must be paid to Fertur Peru as formally agreed to with Fertur Peru beforehand in the booking process. In case of non-payment of the balance, Fertur Peru will treat the booking as canceled by The Client.
- Payment can either be made in person, by transferring the total amount of the invoice to one of Fertur Peru's accounts or by credit card. For the Client's convenience, Fertur Peru offers several secure, online payment methods and accepts all major credit cards, including Visa, American Express and Master Card.
- Online credit card payment can be made to Fertur Peru's VisaNet Perú or WeTravel/Stripe accounts for package tours. Payment via VisaNet Perú must be made at least 24 hours prior to the touristic services arranged by Fertur Peru Travel S.A.C. Payment via WeTravel/Stripe must be made at least 5 days prior to touristic services arranged by Fertur Peru Travel S.A.C.

- Payment can also be made to Fertur Peru's PayPal account for package tours.

**IMPORTANT:** Fertur Peru will **NOT** accept payment via PayPal for the purchase of stand-alone airline tickets that are not part of a vacation package. Payment via PayPal must be made at least 14 days prior to touristic services arranged by Fertur Peru Travel S.A.C. **Note:** Due to PayPal's policies, depending on your country of residence, credit card type, country where you're paying from and other factors (like an update of PayPal's own policies), you might not be able to pay using PayPal without registering.

- In the case of payments made via VisaNet Perú and/or WeTravel/Stripe and/or PayPal, The Client is subject to the Terms and Conditions of those third party services. Fertur Peru is not responsible for the performance of any third party credit card processing or third party payment services. You expressly understand and agree that Fertur Peru shall not be liable for any payments and monetary transactions that occur through your use of the Service.

- In the case of a credit card payment made in person in one of Fertur's offices, a 5% surcharge may apply. In case of a bank transfer, all wire and transfer costs will be assumed by The Client.

### **3: Changes by The Client**

- Any changes to the original booking must be confirmed in writing by the person signing the booking form. Any costs or charges, incurred by Fertur Peru, or which are incurred or levied by our suppliers as a result of the amendment, will be charged to The Client. While every reasonable effort will be made to accommodate changes and additional requests, their availability cannot be guaranteed.

### **4: 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 60 days prior to departure. Additional fees may be levied to cover costs imposed by Fertur Peru's third party suppliers. Airlines may impose penalties from 10% to 100% depending on each case. Tickets for the Inca Trail and Machu Picchu among others, are not refundable or transferable.

### **5: Cancellation by The Client**

- The Client who is a "FIT" (i.e. a free independent single traveler or a member of a private group of up to 15 passengers) may cancel the booking at any time prior to 90 days before departure, provided that the cancellation is communicated to Fertur Peru in writing. Fertur Peru Travel will refund recoverable costs, minus a US\$75 administrative fee and any wire or bank transfer costs incurred. Cancellation fees may be imposed on The Client by Fertur Peru's third party suppliers, and Fertur Peru will **NOT** be held liable for those costs. Fertur Peru Travel will provide the cancellation policies of third party suppliers prior to booking at the Client's request. Peru's 18% Value Added Tax (VAT), also known as Impuesto General a las Ventas (IGV), is non-refundable for certain hotel bookings. Airlines may impose 20% to 100% penalties for unused tickets or missed flights, depending on the specific and applicable regulation and/or policy of the fare base under

which the ticket was issued. Tickets for the Inca Trail and Machu Picchu are non-refundable and non-transferable. Based on date of receipt of written notice of cancellation 90 days or less prior to scheduled departure, the following charges apply:

Period before departure when written notification is received	Cancellation fee as a percentage of the holiday price
Cancellation 90-22 days prior to departure	30%
Cancellation within 21-9 days prior to departure	75%
Cancellation within 8 days or less prior to departure	100%

- Cancellation penalties are different for The Client participating in a fixed date departure tour group, in which arrangements are made several months in advance to provide a lower average cost for all members of the group. Please note that initial US\$200 deposits for participation in these group packages are non-refundable. Fertur Peru must receive written notification of your decision to cancel a trip in order to receive any refund. Based on date of receipt of written notice of cancellation, the following charges apply:

Period before departure when written notification is received	Cancellation fee as a percentage of the holiday price
Cancellation within 90 days prior to departure	50%
Cancellation within 30-15 days prior to departure	75%
Cancellation within 14-1 day(s) prior to departure	100%

- In the case of group hotel reservations booked with the Orient-Express Peru SA hotel chain, cancellations and/or reduction of reservations within 90-61 days prior to departure will incur a 70% penalty; within 60 days prior to departure a 100% penalty of the full rate.
- Fertur Peru always honors its obligation to provide refunds in a timely manner but reserves the right to delay reimbursement up to 12 to 18 months when cancellation is requested in the context of, or coincidental with, extraordinary ongoing climatic disturbances, natural disasters or other extraordinary conditions beyond Fertur Peru's control constituting force majeure.

## **6: Changes and Cancellation by Fertur Peru**

- While Fertur Peru will use its best endeavors to operate all tours as advertised, by entering into this contract The Client accepts that it may prove necessary or advisable to vary or modify a tour itinerary or its contents due to prevailing local conditions. Fertur Peru reserves the right at any time to cancel or change any of the facilities, services or prices (including flights, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes.

- If Fertur Peru becomes aware that a major change is required, The Client will be told at the time of the booking.
- If a major change becomes necessary after booking, Fertur Peru will inform The Clients as soon as reasonably possible.
- When a major change is made The Client will have the choice of accepting the change of arrangements, purchasing any other available tour or canceling the tour and obtaining a full refund, provided that the major change is not because of force majeure.
- Force majeure is war, threat of war, riots, civil strife, industrial dispute, terrorist activities, epidemic or pandemic, 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 Fertur Peru.
- Fertur Peru is not liable for any charges in the event of a change — beyond its control — to the departure time or date of a tour, flight or other form of transport.
- In the event that Fertur is forced to alter or cancel a departure, it will not be held responsible for The Client's trip preparation expenses such as non-refundable air tickets, doctor's fees, inoculations and medications, passports and visas, and personal equipment. In the event of catastrophic force majeure that is lasting, beyond the control of and external to Fertur Peru, article N° 1315 of the Peruvian Civil Code shall apply and Fertur Peru will be held harmless. However, in case of force majeure during the trip, Fertur Peru Travel is committed to providing its Clients with any information, assistance and advice it can to help ensure their safety and well-being.

## **7: Surcharges**

- Fertur Peru reserves the right to increase the tour cost prior to departure, taking into account one or more of the following issues: government action, currency, transportation costs, including the cost of fuel, overflying charges, airport charges and increase in scheduled air fares. If the surcharge results in an increase of more than 10% of the tour cost, The Client may cancel the booking within 7 days notification of the surcharge and obtain a full refund, less any unrecoverable deposits made to Fertur Peru's third party suppliers. No surcharge will be imposed within 30 days of departure.

## **8: Travel insurance**

- Travel insurance is highly recommended for all Clients while on a tour organized by Fertur Peru. The Client is wholly responsible for their personal property, including luggage. The Clients is responsible for arranging their own insurance. A suitable insurance policy should provide adequate coverage for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation or curtailment of the holiday for insurable reasons. Clients should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. Clients should satisfy themselves that any travel insurance arranged is what they require and should arrange supplementary insurance if need be.

## **9: Passport, Visa, Andean Migration Cards and Vaccinations**

- It is the responsibility of The Client to be in possession of a valid passport, visa permits, inoculations and preventive medicines as may be required 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 Fertur Peru. The Client will furnish to Fertur Peru Travel a copy of the Andean Migration Card issued by Peruvian Immigration officials upon entry into Peru.

## **10: Age, Fitness and Participation**

- All Clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their choosing. Persons over 60 years of age are advised to obtain medical evidence of fitness to travel on the chosen itinerary. No unaccompanied minors (those under 18 years of age) can be accepted on tours operated by Fertur Peru, however children and teenagers may be considered, provided they are accompanied by a parent or guardian who accepts full responsibility for them. Fertur Peru reserves the absolute right to decline a booking at its discretion. Clients agree to accept the authority and decisions of Fertur Peru's employees, tour leaders and agents, while on the tour with Fertur Peru. If in the opinion of such person the health or conduct of a Client before or after departure appears likely to endanger the safe, comfortable or happy progress of a tour, The Client may be excluded from all or part of the tour. In case of ill health, Fertur Peru may make such arrangements as it sees fit and recover the costs thereof from The Client.

## **11: Local laws**

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

## **12: 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 Fertur Peru to take additional precautions for The Client's safety at such times as may be appropriate.

### **13: If The 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 Fertur Peru or its representatives at the time so that a good faith effort can be made to rectify the situation. It is only if Fertur Peru is made aware of any problems that there will be the opportunity to put things right. Failure to complain on the spot will null The Client's ability to claim compensation from Fertur Peru Travel S.A.C. Should a problem remain unsolved a complaint must be made in writing to Fertur Peru within 28 days of the completion of the holiday.

### **14: Flight Bookings**

- Fertur Peru 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, it DOES NOT GUARANTEE the fare. The fare can only be guaranteed when the flight booking has been paid for in full and a ticket has been issued. Flight bookings cannot be transferred. Between the time that a booking is made and a ticket is issued, Fertur Peru will make a good faith effort to monitor for less expensive airfares on The Client's behalf. Any and all savings reaped from re-booking for a cheaper fare will be passed on to The Client.

- The flight times given by Fertur Peru 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 receipt of the latest timings. Fertur Peru 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 holiday arrangements and will therefore not be construed as entitlement to cancel without paying the normal charges as a result.

- Fertur Peru 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.

- Fertur Peru Travel will endeavor inform the passenger about the terms and conditions of the ticket, travel documents that must be carried as well as other recommendations related to the trip. However, it will be the sole responsibility of the passenger to comply with these policies.

### **15: Our responsibility**

- Fertur Peru accepts responsibility for ensuring that the Client is supplied with the holiday as described in the final version of the travel program that The Client receives upon arrival and that services reach a reasonable standard.

- Fertur Peru acts only in the capacity of an agent upon the legal conditions that, while exercising every possible precaution, it is not responsible for injury, sickness, 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.

#### **16: Assumption of risk and waiver of liability**

- Fertur Peru Travel S.A.C. will not accept responsibility for any injury stemming from the Client's failure to accept the authority and decisions of Fertur Peru's employees, tour leaders and agents, while on the tour with Fertur Peru Travel S.A.C.

- The Client booking an adventure tour, including but not limited to hiking, backpacking, camping, whitewater rafting, rock climbing, horseback riding, boating and back country travel, etc., accepts that his/her participation in such activities entails an element of inherent danger and personal risk. The Client releases Fertur Peru of legal liability in the event of any accidents. Before embarking on such journeys, The Client may be presented with a standard waiver form. The Client agrees that failure to carefully read, acknowledge understanding and sign the waiver form will be considered grounds for denial of delivery of the contracted adventure tour or service without refund.

- Fertur Peru will not be held liable for any lost, stolen or forgotten tickets and/or vouchers for services, entry and/or transport once they have been delivered to The Client.

***Valid for all bookings made as of July 15, 2020***