



## TERMS AND CONDITIONS

Dear Tourist, thank you for choosing us and trusting us. Hereby, the Travel Agency **HAKU TRAVEL E.I.R.L.**, informs the general public of its Terms and Conditions of Service defined for PARTICIPANTS who are all travelers or users who hire any of our services. They will have to accept and abide by the clauses indicated in this document. Please, we strongly ask you to read the following carefully as the system of services and products may be different than in your country:

**HAKU TRAVEL E.I.R.L.** It has different services and differentiated packages, since it also operates in areas or regions where the accommodation is rural or basic, transport and services may not be what you are normally used to or expect. However, we provide the best services for our clients, striving to choose the best service providers (hostels and restaurants) with great care, effort and diligence.

Trips and itineraries within Peru demand flexibility, criteria, patience, good humor and understanding for changes in services that could be made without prior notice due to circumstances beyond our control (Force Majeure). When booking any of the excursions offered, you must agree with the changes that **HAKU TRAVEL E.I.R.L.** perform without liability for the following circumstances:

**FORCE MAJEURE:** This is any event that **HAKU TRAVEL E.I.R.L.** could not avoid even using all possible means to try to solve it. This includes events such as wars or threats thereof, riots, diseases, natural disasters, adverse weather conditions, pests, fires, accidental accidents or the like that are beyond our control.

In this case **HAKU TRAVEL E.I.R.L.** will not be responsible for such events and reserves the right to modify, postpone or even cancel the tourist's trip (of course, this being the last option). In situations of Force Majeure such as those mentioned, we may have to start the early morning tour, one day before, or do it in less days by modifying the itinerary (usually in 3 days). These changes do not allow a monetary reimbursement from us and require the participant to pay any additional expenses such as train, food, or other to continue the tour.

**TRAVEL INSURANCE:** Before starting your trip we strongly recommend that you obtain travel insurance that covers accidents, medical expenses and emergency repatriation, including air rescue or air ambulance. We also recommend that you record cancellations and lost luggage in your insurance. You can send us a scanned copy of your policy to our email or order a copy from a trusted family member or friend.



**RISKS:** You understand the risks involved in booking any of our excursions or adventure tours (Inca Trail, Salkantay trek, Ausangate trek, Choquekirao trek, Inca Jungle, Lares trek, etc.) fully assuming the risks involved in making such trips. HAKU TRAVEL E.I.R.L. does not accept any responsibility with respect to the events that may happen during the trip due to tourist negligence or events that are beyond our control.

**RESPONSIBILITY:** HAKU TRAVEL E.I.R.L. declares that it assumes no responsibility or liability at all for accidents, damages, illnesses, death, delays, injuries to other persons or property. Nor does it assume responsibility for force majeure, strikes, weather conditions, earthquakes, political situations, etc. that determine cancellations, changes, delays, etc. The client must pay any expenses caused by this situation. Likewise, it is not responsible for loss of belongings, theft or damage to luggage. HAKU TRAVEL E.I.R.L. reserves the right to cancel or modify the scheduled itinerary when it considers that it is for a better development of the service and / or for the safety of travelers. It is the responsibility of the passengers to have the appropriate documentation passports, visas, TRAVEL INSURANCE, vaccines, vouchers, ISIC card, etc. HAKU TRAVEL E.I.R.L. It is not responsible for delays or expenses due to inappropriate documents or lack of travel documentation.

When sending your personal data for the reservation, your passport number or ID must be valid, please take into account because the authorities that regulate the accesses of the main tourist attractions in Peru are not flexible regarding the verification of the number of passports in Income control Likewise, the information you provide on the reservation form of any of our web pages or via email will be certified as the valid information provided by the passenger to make the final reservation. In the event that the information provided by the passenger is wrong, we are not responsible for the penalty that may be charged by external service providers such as PERU RAIL and the MINISTRY OF CULTURE who control access to the train and the Archaeological Park of Machupicchu respectively.

#### **PRICES AND RESERVATIONS (DEPOSIT):**

Tour prices are handled according to the season (high or low), quantity (private or group), seasons of the year (summer or winter), and early booking forms (On-site, Transfer, Paypal, Western Union, etc. .), therefore you understand and accept the price differences that each passenger may present separately.



To ensure your reservation it is necessary to pay at least 50% of the total cost of the tour, the rest will be paid at our main office once you arrive in the city of Cusco.

To obtain the discount as a national (Peruvian) university student, you must leave a photocopy and / or send us via email the scanned image of your respective valid card at the time of booking.

To obtain the discount as an international university student, you must leave a photocopy and / or send us via email the scanned image of your respective ISIC card valid at the time of booking. The ISIC card (if applicable) must be valid, you will also have to present the identity documents (DNI or Passport, ISIC card) before starting the hired tour and when entering the different tourist attractions (Machupicchu, Sacred Valley, etc.).

The commissions for sending the advance of 50% for the reservation and others must be covered by the client and are not included in the cost of our tours. One or two nights before your excursion there will be a preliminary talk (briefing) in your hotel, the time will be previously confirmed.

**Final balance payment:** We require that you complete the remaining payment in our office and it must be made before starting your tour. Payment must be in cash (US dollars or national currency). We reserve the RIGHT to cancel your trip if you do not make the payment within the established period.

#### **Return to Cusco:**

The train ticket for the return offered by HAKU TRAVEL E.I.R.L. It belongs to the EXPERIENCES category and is subject to the variations of the return schedule reserved by the participant.

If the participant wishes to use other categories such as VISTADOME or HIRAM BINGHAM, they will have to request this service at the time of booking or in advance.

**Return with change of date:** If the passenger wishes to stay in the town Aguas Calientes an extra night without having requested it at the time of booking the tour, we can help you to buy or change your train ticket for the next day but the passenger will have to cover the penalty costs involved in changing the date or buying a new ticket. All expenses that involve this change of date or time are borne by the customer (food, lodging, return transfer, etc.).



Train Tickets: Because the PERURAIL company manages the sale of train tickets at different times, we are subject to this modality, so we can offer the following schedules with their respective price variations:

**Train schedule EXPEDITIONS category:**

2:55 p.m. (+ 10 dollars)

4:22 p.m. (+ \$ 15)

18:45 hours (+ 5 dollars)

9:30 p.m. (included)

Participants may request other categories VISTADOME or HIRAM BINGHAM at the time of booking.

We have no control over the exact train departure time set by PERURAIL so you agree to agree with the reserved return ticket schedule. In case of wanting to change train ticket schedule and if there is the possibility of it being in the same train category or another category, the client agrees to assume the extra charges that this implies.

**CANCELLATIONS:**

(1) The deposit sent for the reservation is NOT refundable or transferable.

(2) HAKU TRAVEL E.I.R.L. You must be notified via email or in person of any change of date at least 48 hours before the scheduled date for your tour (NOT APPLICABLE FOR THE INCA TRAIL TOUR). HAKU TRAVEL E.I.R.L. It will try to make the requested modifications whenever there is availability. The passenger will have to cover the additional expenses that these changes imply. Otherwise HAKU TRAVEL E.I.R.L. will not be liable for any result of such failure.

(3) If the passenger made the advance payment of 50% for the tour reservation and subsequently decides to cancel the tour 30 days before the booked date HAKU TRAVEL E.I.R.L. You can only return 50% of the payment made by the participant. Otherwise, adverse or different HAKU TRAVEL E.I.R.L. will not return any monetary amount to the participant thus covering the expenses derived from the reservation.

(4) If the passenger made full payment for the tour reservation and subsequently decides to cancel the tour less than 30 days before the reserved date HAKU TRAVEL E.I.R.L. You can return 50% of the payment made by the participant. Otherwise, adverse or different HAKU TRAVEL E.I.R.L. You can only return some resources purchased on behalf of the passenger (entrance to the Archaeological Park of Machupicchu, train ticket or bus ticket)

(5) A claim letter for your insurance company can also be provided by us upon request.



Additionally you must agree and accept the following clauses:

## CHAPTER I. CONDITIONS DURING COLLECTION

1. The pick-up times are determined in the program, the participant must be ready and waiting at the hostel, if they are not ready in the established time the agency is not responsible for the delays and / or abandonment by the transport, by Follow this a set schedule.
2. If the participant is drunk, the agency has the right to cancellation and non-return of payment for the service.
3. Cancellations for emergency reasons such as: earthquakes, accidents, illness (terminal or infectious) or other serious must be informed with a term not less than 48 hours in advance to pick up the participant.
4. Any cancellation has a fine of 50% to 100% of the cost of the tour service, according to the reason for the cancellation (50% if it is illness or accident) (100% other reasons).
5. Returns will be made in cash or according to purchases made by the agency such as train tickets, entrance to Machu Picchu, etc.

## CHAPTER II CONDITIONS DURING TRANSPORTATION

1. HAKU RAVEL E.I.R.L. It is committed to providing private transportation to all its passengers, as well as the number of seats according to the number of participants, both round trip and according to the program itinerary.
2. HAKU RAVEL E.I.R.L. undertakes to deliver a return train ticket to the participant, after his visit to the Sanctuary of Machu Picchu and as stipulated in the tour description.
3. The return schedules are established by the private train company PERURAIL, HAKU RAVEL E.I.R.L. It is exempt from the variations of the schedule set by said company.
4. HAKU RAVEL E.I.R.L. It is not responsible for delays that may occur during the trip, due to weather factors, landslides, strikes, mobilizations or others that alter the program's itinerary or departure times.
5. HAKU RAVEL E.I.R.L. shall not be reliable for the loss of flights, lodgings or trips that the participant may have for the reasons mentioned in clause 4 of this chapter.



### CHAPTER III TOUR CONDITIONS BY BIKE, CANOTAGE, AND ZIPLINE

1. HAKU RAVEL E.I.R.L. will deliver in good condition the equipment required for the descent by bicycle, boating and zipline, on the other hand the participant will be responsible for all the equipment delivered either by loss, damage or forgetfulness caused by the participant to the team (bicycles, ATVs, cars) during the tour intentionally or on purpose.
2. HAKU RAVEL E.I.R.L. It is not responsible for accidents that the participant may suffer due to recklessness of their own or third parties, or for the injuries they may cause.
3. HAKU RAVEL E.I.R.L. It will not be responsible for delays that may occur during the trip, whether due to climatic factors, landslides, strikes, mobilizations or others that alter the program's itinerary or arrival times.

### CHAPTER IV CONDITIONS ABOUT THE ACCOMMODATION DURING THE TOUR

1. HAKU RAVEL E.I.R.L. coordinate the nights of accommodation or camping during the tour as specified by the program.
2. The quality of accommodation will be subject to the characteristics of the contracted tour. This means that the participant can choose the type of accommodation they need or prefer. HAKU TRAVEL EIRL offers various types of accommodation for each tour.
3. The participant will follow the arrangement of the accommodation according to the package contracted.

### CHAPTER V. CONDITIONS DURING THE WALK

1. The guide will always inform you of the details of the walk in advance.
2. The walks will take place on the stipulated dates and times.
3. Participants who for some reason do not wish to do the walk may skip it, but the agency will not be responsible for transportation or food or other payments that participants make outside the walk.
4. The Agency is not responsible for delays or variations of the program of any kind that may occur during the walks, whether due to climatic factors, landslides, strikes, mobilizations or others that alter the program's itinerary or the established times.



## CHAPTER VI CONDITIONS NEAR FOOD

1. HAKU TRAVEL E.I.R.L will provide the participants with the food corresponding to the contracted tour; The food consists of three meals during the day but will be subject to different variations on each tour. The number of breakfast, lunch and dinner will be stipulated in the program.
2. All extra food will be paid by the participant.
3. HAKU TRAVEL E.I.R.L for any reason will include extra drinks outside the program.
4. The participant must inform in advance about the type of food or diet that he wants Take during the development of the tour.
5. The Agency undertakes to provide the diet or type of food required by the participant of according to the availability of the producers of the place, in case of being a diet or specific or medical diet the passenger must consult previously with the agency.

## CONDITIONS DURING THE VISIT TO THE SANCTUARY OF MACHU PICCHU

1. The participant must comply with the rules established by the agency responsible for the maintenance and conservation of the Archaeological Park and any other tourist attraction included in the tour, these will be informed by the guide.
2. The participant will have a guide who will accompany and explain in detail about each attraction during the 2 hours of the guided tour of the Archaeological Park of Machupicchu.
3. During the tour the participant will always have free time to make a visit on their own, to take pictures, videos, enter other additional attractions or extras such as the Huayna Picchu mountain or for things that he considers convenient.
4. HAKU TRAVEL E.I.R.L does not guarantee weather conditions during the tour of any of our tours.

VERY IMPORTANT: We strongly suggest an acclimatization or permanence at high altitude (above 3,000 meters, in Cusco or another high-altitude city) for 2 or 3 days (average) before embarking on the tour. This in order to minimize possible height problems, you can also help your body acclimatize by drinking a lot of liquid, adding a little more sugar to your drinks, eating foods rich in carbohydrates, avoiding tobacco and alcohol and drink coca tea (old and traditional leaf). Please ask your doctor for the prescription of any additional medication.

\* By confirming your reservation you express that you are fully accepting our terms and conditions. Note: The terms and conditions of service are subject to change without notice.

Thank you, we are sure you will have an unforgettable experience!