

Your stay in South America is subject to the regulations of tourism in these countries. The following terms and conditions complement these regulations:

ARTICLE 1: SCOPE OF APPLICATION

These general terms and conditions are valid for all tours and services offered by the tour operator Tierras de los Andes.

ARTICLE 2: GENERAL INFORMATION

1. Tierras de los Andes is a tour operator and travel agency located in Cusco, Peru. Therefore, the company is liable to the laws and regulations of Peru.
2. Booking a tour offered by Tierras de los Andes implies the consent to tourism law of each destination country and to the general terms and conditions as well as the consideration of recommendations, which are included in the travel documents provided by Tierras de los Andes.
3. The client affirms explicitly that he/she has taken note of all the provided information regarding the chosen travel program by Tierras de los Andes, as well as the informational material about COVID-19 shared through the different channels that we, as the organizer, provide.

ARTICLE 3: BOOKING A TOUR

Once you have decided on an itinerary or travel program, we send you the registration form, which has to be filled out by each traveler. The booking of the tour takes effect once you have signed and sent back the registration form and once you have paid a deposit of minimum 30%. The main traveler takes responsibility for other travel participants by signing the form. The payment receipt of your deposit implies the reservation to the extent of available places of the requested services. The invoice is addressed to the client and will be sent within 15 days after the registration. The balance of the amount must be paid before the start of your trip. If the booking was made in less than 30 days before the departure, the entire price has to be charged immediately.

ARTICLE 4: PAYMENT

There are two payment methods:
- 4.1 by bank transfer (operated by Transferwise).
You can find detailed payment information here:

For a transfer in Euros (€):
Company name: Tierras de los Andes S.A.C.
IBAN: BE33 9670 1413 1246
SWIFT/BIC: TRWIBEB1XXX
Address: TransferWise Europe SA Square de Meeûs 38 bte 40, Brussels 1000 Belgium

For a transfer in USD (\$):
Bank: Iberiabank
Swift code: IBEAUS44
Address: 200 West Congress Street, Lafayette, Louisiana 70501 USA
Account number: 199115079
ABA/Routing number: 265270413
Company name: Tierras de los Andes

It is necessary to send us a copy of your transfer order by mail to confirm the payment. Please take into account the additional bank fees that may apply.

- 4.2 by PayPal

We send you a secure payment link via Paypal, so you can pay the deposit after booking your trip. One month before your departure, you will receive a second payment link to pay the balance. Tierras de los Andes reserves the right to add a fee of 5% (the fee will be charged by Paypal and is not charged by the organizer).

ARTICLE 5: CANCELATION

On the part of the client

5.1 If the client must cancel the booked trip due to personal reasons (death, illness, and more) the following measures apply:

If the client cancels the booked tour more than 60 days before the start of the tour, 15% of the total amount will be retained (excluding bank charges) and the costs for the booked trains and flights.

If the client cancels the confirmed program 60 to 31 days before the departure, 30% of the total amount will be retained (excluding bank charges) and the costs for the booked trains and flights.

If the client cancels the confirmed program 30 to 15 days before the departure, 50% of the total amount will be retained (excluding bank charges) and the costs for the booked trains and flights.

If the client cancels the confirmed program 14 to 8 days before the departure, 75% of the total amount will be retained (excluding bank charges) and the costs for the booked trains and flights.

If the client cancels the confirmed program 7 or less days before the departure, 100% of the total amount will be retained.

In case the Inca Trail was booked, we will retain an amount of \$250 per person to cover the registration fees. The entrance to Machu Picchu is not refundable and cannot be changed. Once registered, it is no longer possible to change personal information such as name, surname, passport number and more.

5.2 If one or more participants from the same travel group cancels the booked trip, the refund amount will be recalculated depending on the new number of passengers. The client has the choice between:

- confirm and accept the new calculated price
- reject the new price. In this case the conditions of paragraph 5.1 will apply.

On the part of Tierras de los Andes

In case the booked services cannot take place due to force majeure (social events such as strikes, meteorological phenomena, health catastrophes, etc.) Tierras de los Andes offers you the following options:

- Postponement of your travel program, in which your paid deposit will be kept until you start your journey.
- Cancellation of your trip. In this case, the amount of refund will be calculated per case and depends on the different cancellation policies of our suppliers (airlines, train companies, hotels, ticket offices, sites, etc.). This calculation can only be made after our providers have communicated with us and have reimbursed the amount of our paid services to Tierras de los Andes.

ARTICLE 6: MODIFICATION OF THE PROGRAM

Tierras de los Andes reserves the right to change the itinerary in case of disturbances or force majeure without paying any compensation to the client. If changes are necessary, Tierras de los Andes takes measures in the client's interest in order to ensure an excellent quality experience. The client bears the possible costs, which result from the changes of the itinerary. Tierras de los Andes will not compensate for any additional services that are not included in the agreed travel program. When the client confirms changes of the itinerary through the communication channels

with the operator, there can be made changes with additional costs.

ARTICLE 7: CHANGE OF TARIFF

7.1 Tierras de los Andes quotes its prices in USD (\$) and the Peruvian currency Soles (S./) in order to be able to offer the exact value of our providers. In the event of significant fluctuation (increase higher than 5%) that has an impact on the prices of our touristic services and are measured between the moment of signing this formula and one month before your travel departure, the organizer may be obligated to update the defined tariff. In this case, the client has the choice between:

- accept and confirm the proposed rate
- reject the new price. In this case the conditions of paragraph 5.1 will apply.

ARTICLE 8: RISKS & TRAVEL INSURANCE

Travelling in Peru, Bolivia, Chile and Ecuador involves some risks, which, for example, could be caused by the road conditions or the distance to the nearest hospital. Therefore, it is mandatory to have travel insurance before the start of the tour and take a copy of your travel insurance with you.

In some cases, the client has the possibility of travel insurance via credit card. Please check this before the start of the tour.

ARTICLE 9: FLIGHTS & LUGGAGE

Tierras de los Andes does not assume liability for flight delays, the loss of tickets, strikes or meteorological disturbances. The client bears the costs, which might possibly result from one of the mentioned incidents. Tierras de los Andes does not assume liability for the loss or damage of the client's luggage.

ARTICLE 10: ARRANGEMENTS & VACCINATIONS

You are obligated to carry your passport while staying in South America. Your passport has to be valid for at least 6 months the moment you enter Peru. Please ask the embassy or consulate in your country for more information. Depending on your nationality, you might possibly need to apply for a tourist visa in the embassy.

Tourists who come from Europe do not need any obligatory vaccinations when they enter Peru. However, it is advisable to consult a specialized doctor and ask for the recommended vaccinations for South America.