



## TERMS AND CONDITIONS

By booking any services / products from TANIT TRAILS you agree to comply with all of our terms and conditions. These Conditions of Contract constitute the entire agreement and understanding between you and TANIT TRAILS in relation to their subject matter. By proceeding with a booking, you acknowledge that you have read and understood all of the Conditions of Contract and agree to be bound by them.

### **Our responsibility for your holiday**

We will arrange for you to receive the services that make up the holiday that you choose and that we confirm. These services will be provided either directly by us or through independent suppliers contracted by us. We are responsible for making sure that each part of the holiday you book with us is provided as was confirmed by us (or as changed and accepted by you). If any part of your holiday is not provided as described and this spoils your holiday, we will make responsible for compensation unless this is due to reasons beyond our control (see: "Events beyond our control"). We have taken all reasonable care to make sure that all the services which were confirmed by us, are provided by efficient and reputable businesses. These businesses should follow the local and national laws and regulations of the country where they are provided. However, some local standards may differ from those in your home lands.

### **Booking and Payment**

Once you have accepted the itinerary and quote sent by TANIT TRAILS, a deposit is required to confirm the services. The deposit amount will be specified by us when your booking is made. Full payment for a particular service such as your flights may also be required at the time of booking. The balance is to be paid 60 days prior to departure. If the full amount is not paid on time, TANIT TRAILS reserves the right to treat the booking as cancelled and the deposit shall be forfeited.

International and / or national airfares, shown in any of our programs, are to be taken just as a reference, since they may vary constantly according to availability. We will proceed purchasing the requested flight-tickets only once we have received your deposit. May the rates have changed at that point; we will inform you, and will wait for your final confirmation before purchasing the tickets.

If the booking is done within 60 days of tour departure, your space will be secured once we get the full amount of the trip price.

The Company reserves the right to alter the published price of any tour due to increasing tariffs, transportation charges (fuel, airport charges, scheduled air fares and other transport charges which form part of our contract with the transport provider), currency fluctuations and government action. Any surcharge or price decrease will be fully explained and justified by Tanit Trails before implementation at least 60 days before departure. Any surcharge will not exceed 10% of the specified program price.

The program price is based on **U.S. dollars** and exchange rates in effect at the moment of your booking confirmation. The program price per person in US\$ is based on the number of participants agreed at the moment of the booking confirmation and is therefore only valid for this number of guests. Should the number of guests decrease, the total program price per person would increase and, equally, an increase in the number of guests should lead to a decrease in the program price per person.



A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice to the client who makes the booking or their authorized travel agent. It is at this moment that a contract between the Company and the client comes into existence.

### Services Included

Your reservation with Tanit Trails may include accommodations, meals, excursions, specified ground transportation, and other services agreed to in your proposal. Prices do not include the 18% V.A.T. on lodging, applicable only to Peruvians and foreign residents in Peru. For tax exemption on lodging and hotel meals, foreign travellers must show their ORIGINAL passport during hotel check-in together with their original Andean Immigration Card, which will be supplied and stamped to you upon your arrival in Peru.

### Services Not Included

National and international airport departure taxes or visa fees, airport security charges if levied by any airport to cover the costs of security arrangements, excess baggage charges, park entrance fees where not specified, additional nights or expenses during the trip due to flight cancellations or any circumstances outside our control, alcoholic beverages, bottled water, drinks, snacks or meals other than specified, gratuities, insurance of any kind, laundry, phone calls, radio calls or messages, reconfirmation of flights and other items of personal nature, special programs, optional excursions or other services not specified in the program, the single supplement payable on all bookings where only one person is travelling.

### Cancellations

If you must cancel your reservation, cancellation charges may apply, depending on how long in advance you cancel the tour. The Cancellation charges shown below are those which will apply to most tours. However, some suppliers have conditions which require the payment of higher or different charges. You will be advised at the time of booking if this is the case for your tour.

Period before departure within notice of cancellation is received.	% of total booking price.
91 days or more	No charge (*)
90 - 61 days	The deposit
60 - 46 days	25% (not less than the deposit)
45 - 31 days	50%
30 - 16 days	75%
15 - 0 days	100%

(\*) Bank commissions or similar will be on the client.

The amount paid for flight-tickets will not be subject to any refund, unless the airline itself agrees to the refund.

Cancellations received Fridays for tour departures that weekend (Saturday, Sunday or Monday) will be treated as day of departure cancellation. We cannot give any allowance or refund for meals, rooms, excursions, etc. not taken, when these are included in the price of the tour. No refund can be made on lost, mislaid or destroyed travel tickets. There will be no refunds made for cancelled or unused services whatsoever.



Any person joining a tour after the departure date, not joining the tour at all without previous notice, or leaving before the completion of the tour for any reason, is not entitled to any refunds from Tanit Trails, or entitled to claim any costs for any added expenses.

### **Cancellation by Tanit Trails**

Tanit Trails reserves the right to cancel any tour at its sole and absolute discretion, without prior notification if: a) the client has not paid the balance of the holiday price on time; b) quality of the trip or the safety of travellers is judged to be compromised. In the last event (b), and only in this case, refund of payments received by Tanit Trails shall constitute full settlement. In any circumstance, Tanit Trails cannot assume responsibility for any loss incurred on account of non-refundable air tickets.

### **Changes**

We hope that we will not have to make any change to your holiday but, since a holiday may be planned many months in advance, we sometimes do need to make changes. We reserve the right to do this at any time. We will let you know about any important change as soon as we can, if there is time before your departure. Flight timings shown by us are for guidance only and may change. A final trip itinerary (sent between 30 to 10 days prior to arrival) will show the latest confirmed timings, but still some variations may occur.

Because of the nature of hotels and the travel industry, it is not always possible to secure the hotels and lodges listed during the process of designing a first itinerary. Tanit Trails will endeavor to secure the listed hotels but we at the same time reserve the right to secure the next best available option or an upgrade in the event that the original hotels are not available or overbooked. Such changes (related to accommodation), will be notified as soon as we receive information from the hotels, so you can evaluate the alternatives in advance.

### **Insurance**

We highly recommend purchasing insurance for the following: trip cancellation, lost/stolen baggage, extended medical and evacuation costs. An unforeseen illness or unexpected event may require you to cancel your trip. In order to protect you, your baggage and/or personal property, a short-term traveler's insurance package should be purchased directly by you before the departure of the trip. Tanit Trails will not be responsible for any costs incurred by customers for such occurrences and circumstances.

### **Risk and Health**

Please note that our trips entail risks beyond those encountered at home. Our primary objective is to take the hassle out of a great travel experience. In return, we require you to ensure you are healthy and fit; to appreciate that in some countries, local living standards, practices, services and accommodations may differ from those in your home lands; and to understand the fact that a road less travelled means a more unpredictable and more rewarding adventure. Neither Tanit Trails nor any of its agents shall be held liable in any way for any injury, loss of life or damage to property, occurred during the trip. The client hereby indemnifies and holds Tanit Trails, its agents and staff harmless from any such claim, and accepts, at the same time, full responsibility for all risks involved.

### **Conduct before and while travelling**



We reserve the right to refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive or affects other travellers or is threatening or abusive towards our staff or agents, on the telephone, in writing or in person.

The decisions of the Tanit Trails guide on tour shall at all times be final and binding. The client must at all times respect the laws of the visited country, and the internal regulations of the tour. If your behavior goes in any contravention of the above or is a nuisance to the group, the guide may order you to leave the tour without any claim to a refund. Then you shall be obliged to make your way home at your own expense.

### **Accommodation**

Any accommodation we arrange for you must only be used by those people who are officially part of your group. You are not allowed to share accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be assumed by you and will have to be paid locally.

### **Travel Documents**

It is the client's sole responsibility to ensure that passports, visas, proof of vaccinations and any other required documentation are all in order for the trip. Tanit Trails cannot be held liable for any consequences, damages or claims if the client, prior to the starting date of the tour, does not attend correctly to his documentation and related matters.

### **Marketing**

Tanit Trails reserves the right to use any photographs and video taken during the tours for use in marketing or any other advertising material and the client hereby gives consent of such photographs to be used.

### **Events beyond our control**

Tanit Trails cannot control unforeseen circumstances including but not limited to riots, civil disturbances, industrial disputes, natural disasters, fire, health risks, mechanical breakdowns, technical problems with transport including changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type for reasons beyond our control or that of our suppliers; closed or congested airports or ports, and other actual or potential severe weather conditions. Tanit Trails shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these, including minor or major alterations to the original itinerary or even cancellation of the holiday.

### **Liability of independent suppliers**

Although Tanit Trails endeavours to choose appropriate independent suppliers to provide services on the tours, Tanit Trails has no right to control their operations and therefore makes travel arrangements for the trips on the condition that Tanit Trails will not be liable for any act or omission of any independent supplier or any unrelated third party. The services provided by independent suppliers such as airlines, train companies and others are subject to the laws of the place where the services are provided, and any conditions imposed by those suppliers. Liability of independent suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements.

### **If you have a complaint**

If you have a complaint about your arrangements whilst away, you must immediately notify the supplier of the service in question locally, or your tour guide. If they are unable to resolve the problem immediately, and a member of our staff is not available,



you should contact us straight away by telephone/fax/e-mail and we will assist you. If you are still not satisfied on your return home, you must write to us within 7 days of returning from your holiday to allow your complaint to be investigated properly. If you do not give us the opportunity to resolve any problem locally by reporting it to the supplier, or calling and informing us, then we may not be able to deal positively with any complaint on your return.

**Your contract**

By asking us to confirm your booking, you are accepting on behalf of all persons travelling on this booking that the terms of this agreement constitute the entire agreement between us with regard to your booking and your travel arrangements. Your contract with us shall be governed by and construed in accordance with the law of Peru. You agree to submit to the exclusive jurisdiction of the courts of Peru over any claim or matter arising under or in connection with your contract with us. Damage claims against Tanit Trails shall be limited to the value of the particular item in dispute. Any liability is limited to the full price paid for the tour. In all cases the company specifically excludes all liability for indirect, incidental or consequential loss or expense including loss of profits.