



The Luxury Peru Travel Company

265 Calle Garcilaso, Cusco, Peru 86002

Email: enquiries@luxuryperu.travel

Cell/WhatsApp: +51 974 714 979

Terms & Conditions Agreement

The Luxury Peru Travel Company SAC (Luxury Peru Travel) wants you to enjoy your holiday of a lifetime with complete success. Please read the following conditions carefully as it is your contract with Luxury Peru Travel.

The quote given by us will be valid for 90 days from the date of your first enquiry. If you have any questions whatsoever regarding your holiday, the booking procedure or conditions of sale then Luxury Peru Travel will be happy to answer them for you.

Our prices do not include the international air fares to Peru, international airport taxes, meals not specified in your itinerary, personal expenses, personal insurance, tips and baggage portage.

1. The contract

The contract is between Luxury Peru Travel and the client, being any person travelling or intending to travel on a tour operated by us. You, the client are subject to have read and understood our travel policy outlined below.

These conditions only apply to services in our programme and not to the international and national flights. These are subject to the conditions imposed by the airlines.

2. Securing your booking

Clients are deemed to have read and understood the conditions of sale by the action of making a booking. A booking is accepted and becomes definite only from the date when Luxury Peru Travel sends out a confirmation invoice (once we have received your deposit) at which point a contract exists and the deposit becomes non-refundable and non-transferable. Luxury Peru Travel reserves the right to decline any booking at their discretion.



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3. The Final Payment/Surcharges

The balance of all monies due including any surcharges applicable must be paid to Luxury Peru Travel no later than 60 days before departure. In the case of nonpayment of the balance by the due date, Luxury Peru Travel reserves the right to cancel your booking and cancellation charges will apply.

Surcharges

Prices quoted remain valid for 90 days from the date of your first enquiry. If we receive full payment on or before the 30th day of our quote, we guarantee not to surcharge you.

Luxury Peru Travel reserves the right to increase the tour cost to take into account the following items: government actions, currency fluctuations, transportation costs (including the cost of fuel), airport charges and increase in scheduled air fares. Luxury Peru Travel will absorb a sum, equal to 2% of the tour cost, should a surcharge be necessary. This does not apply to government taxes, imposed after publication of our programmes, insurance premiums and amendment charges. The client will have to pay any sum in excess of this 2%. If the surcharge results in an increase of more than 10% of the tour cost, government taxes and amendment charges, the client may cancel the booking within 7 days of notification of the surcharge and obtain a full refund. You will be notified of any such surcharge no later than 4 weeks before departure.

4. If you change your booking

An administration fee of \$50 (or £ equivalent) per person will be charged if a confirmed booking is changed or transferred to a different departure date or tour, up to 60 days prior to departure. Thereafter all changes will be treated as cancellations and subject to charges as below. (see 5.Cancellation by you).

If a client is unable to travel, in circumstances which Luxury Peru Travel considers reasonable, then the booking might be transferred to another suitable person, however the tour arrangements must remain the same and if all suppliers (including airlines) agree to accept the name change. If a transfer is allowed then an administration charge of \$50 (or £ equivalent) per person will be made if the company is notified up to 60 days before departure or \$100 (or £ equivalent) per person if less than 60 days, plus any extra charges levied by our suppliers.



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5. Cancellation by you

Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written notification is received by Luxury Peru Travel.

The charges are shown below:

- 90 and more days before departure: retention of deposit
- 90 to 30 days before departure: 60% of total price
- 30 days to 14 days before departure: 90% of total price
- Less than 14 days: 100% of price

We strongly recommend that full insurance is taken out, which includes cover, under certain circumstances, against the loss of deposit or cancellation charges. Please note that no reimbursements are given when cancellations occur or for any unused services.

6. Complaints

Should the client have a complaint about any of the tour arrangements, it is a condition of the contract that you tell our local representative at the time. Failure to complain at that moment in time will deny us the opportunity to investigate and rectify the problem and thus render Luxury Peru Travel unable to accept any form of responsibility. If the client has a dispute with Luxury Peru Travel which Luxury Peru Travel is unable to resolve then please write to us within 28 days of your return and we will investigate further.

7. Travel and cancellation insurance

Travel insurance is highly recommended for all clients whilst on a tour with Luxury Peru Travel. Clients are responsible for ensuring that they have adequate cover for the full duration of the tour in respect of medical expenses, injury, death, repatriation, cancellation and curtailment.



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8. Clients responsibility

Clients agree to accept the authority and decisions of Luxury Peru Travel's employees, tour leaders and agents whilst on tour with Luxury Peru Travel. If in the opinion of such persons the health or conduct of a client at any time before or after departure appears likely to endanger the safety, comfort or happy progress of a tour, then the client may be excluded from all or part of the tour. In the case of ill health, Luxury Peru Travel may make arrangements, as it seems fit and recover the costs thereof from the client. If a client commits an illegal act, he/she may be excluded from the tour and Luxury Peru Travel shall cease to have responsibility to/for them. If you are affected by a condition, medical or otherwise, that might affect other peoples' enjoyment or active participation of the tour, you must advise us at the time of booking. No refund will be given for any unused services.

Clients must be in possession of, and are responsible for arranging a valid passport, visa if applicable and any vaccination certificates required for the whole of their journey. Information about these matters or related items (climate, clothing, baggage, etc) is given in good faith but Luxury Peru Travel cannot be held responsible for any of this information.



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9. Cancellation or alteration by Luxury Peru Travel

While Luxury Peru Travel endeavours to operate all tours as advertised, it reserves the right to change any of the facilities, services, prices or itineraries described in the programme. If a major change is necessary or deemed advisable, Luxury Peru Travel will inform the client as soon as reasonably possible. A major change does not apply to the carrier, transport or named accommodation. It is normally considered to be a major itinerary re-routing, a significant change in the duration of your holiday or the cancellation of a major excursion with no apparent reason. Luxury Peru Travel will not accept responsibility for changes in flight schedule or departure airport, as this is the responsibility of the airline. However we will endeavour to minimise their effects on your journey. If advised of a major change before departure, the client will have the choice of accepting the changes, purchasing another tour from Luxury Peru Travel or cancelling the tour with a full refund. Provided that the major change is not a result of situations outside Luxury Peru Travel's control or consolidation.



Compensation will be paid as follows:

Period of notification given to you

More than 42 days: Nil compensation

41 to 28 days: \$30 per person

27 to 14 days: \$40 per person

13 days to date of travel: \$50 per person.

Luxury Peru Travel will not pay compensation if forced to cancel or change your tour because of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, epidemics or health risks, technical or maintenance problems with transport, closed or congested airports or ports, changes imposed by re-scheduling or cancellation of flights by airlines, the alteration of airlines or aircraft types, or similar events beyond the control of Luxury Peru Travel. Consolidation refers to the fact that some tours, known as fixed departure tours, are dependent upon a minimum number of persons participating (this being four). Luxury Peru Travel is not liable for any penalty charges associated with "supersaver"-type connecting rail or airfares, in the event of a change to a tour departure time, date or airport. Luxury Peru Travel reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 8 weeks before departure, except for force majeure, consolidation or the clients failure to pay the final balance. Unless the client fails to pay the final balance, Luxury Peru Travel will return all deposits paid or offer an alternative tour of comparable standard and will pay compensation on the scale as shown above. No compensation will be paid if cancellation is due to force majeure or consolidation.



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10. Our responsibilities

Clients bookings are accepted on the understanding that they appreciate the possible risks inherent to adventure travel and that they undertake the tours, treks or expeditions, featured in our programme, at their own volition. It is also important to understand that the most meticulously planned arrangement can go wrong. After all, Peru is an underdeveloped country as far as basic infrastructure is concerned. Conditions are such on some of our tours that there may be occasions when delays, discomforts or unforeseen circumstances will occur. Luxury Peru Travel cannot accept complaints due to these aspects.

- a. Where the client does not suffer personal injury, the company accepts liability should any part of the tour arrangements, booked with Luxury Peru Travel, not be supplied as described in the itinerary. In such cases Luxury Peru Travel will pay reasonable compensation if the clients enjoyment of the tour arrangements has been adversely affected but will pay no compensation if there has been no fault on the part of Luxury Peru Travel or its suppliers and the reason for the failure was the client's own fault, the actions of someone unconnected with the tour arrangements or one which neither the company nor its suppliers could have anticipated or avoided, even if all due care had been exercised.
- b. When the client suffers death or personal injury as a result of an activity forming part of the tour arrangements booked with Luxury Peru Travel, Luxury Peru Travel accepts responsibility unless there has been no fault on Luxury Peru Travel's part or its suppliers and the cause was the clients fault, the action of someone unconnected with the tour arrangements, or one which neither Luxury Peru Travel nor its suppliers could have anticipated or avoided, even with the exercise of all due care.
- c. Luxury Peru Travel's acceptance of liability to pay compensation pursuant to clauses 10(a) and 10(b) is limited, in the case of air travel, rail travel, sea travel or hotel accommodation, to the amount set out in the provisions of, respectively, the Warsaw Convention as amended by the Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention.
- d. Luxury Peru Travel's acceptance of liability in clauses 10(a) and 10(b) above is subject to assignment by the client to Luxury Peru Travel of the client's rights against any agent, supplier or subcontractor of Luxury Peru Travel, which is in any way responsible for the unsatisfactory holiday arrangements or the client's death or personal injury.

11. Flights / Delays

We cannot accept liability for any delays in any of your flights, whether the cancellation or delay is caused by adverse weather conditions, rescheduling of the airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action. Where long flight delays result in lost holiday time, no refunds are given by hotels or suppliers. Similarly, airlines do not offer compensation for flight delays. However, at their discretion, carriers will endeavour to reduce the inconvenience of any delay by providing meals and accommodation, as appropriate for the time of day or night (dependent on local availability). If you incur payments for such services in the event of a delay, Luxury Peru Travel will not accept responsibility for payment unless we have given our prior consent.



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Client Signature

Client Signature: _____

Printed Name: _____

Date: _____

T&C; Version 1.0 – 19 November 2025