

# TERMS AND CONDITIONS

We are Inca Trail Expeditions and we look forward to the opportunity to act as your booking agent for your travel needs. These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you purchase travel related services through us in Cusco, in addition to your obligations as a customer. The terms "we", "us" and "our" refer to Eco Path Trek. The term "you" refers to the customer visiting our website, booking a reservation through us or otherwise using our services

These booking conditions only apply to the trip arrangements which you book with us in Peru and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "trip", "booking", "contract" or "arrangements" mean such trip arrangements unless otherwise stated. References to "departure" mean the start date of these arrangement

## 1.- Our Agreement With You

- **Products and Suppliers**

We sell a variety of travel related products from different suppliers and service providers ("Suppliers"). Each Supplier has its own terms and condition that are applicable to your particular arrangements in addition to our general terms and conditions, and you should make sure you understand them. Certain software and content found on our website are owned or licensed by us or our Suppliers, your use of which may be subject to further conditions.

Eco Path Trek is acting as intermediary or a "Booking Agent" for products and services that are not directly supplied by us (e.g., ground transportation, hotel accommodations, meals, tours, etc.). We are not a co-vendor of such products and services. You will be entering into a separate contract with such Suppliers in connection with such products and services.

- **Deposits and Payment**

Any deposits from you are non-refundable. Payment of a deposit enables us to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the Supplier. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Suppliers.

To make a booking please follow the procedure shown on our website or ask to our chat online. The relevant application form needs to be completed by each person travelling. The completed booking form must then be sent to us together with the payments referred.

Where we have already confirmed the availability of your chosen arrangements and you book within any applicable time limit for doing so, your booking will be treated as firm and a contract between us will come into existence as soon as we receive your completed application form and your deposit. We will then send you a receipt for all payments made and our invoice. Where we have not confirmed availability, your booking will be treated as firm and a contract between us will come into existence when we despatch our invoice to you. Where you book through our website without prior confirmation of availability, any electronic acknowledgement of your booking is not a confirmation of it. Please check your invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete.

- **The price quoted** for any trip covers the cost of the planning, the organisation and carrying out of the trip, including group equipment, supplies, accommodation, administration and staff, ***except for the following, for which the you must be responsible: vaccination fees, travel insurance, cost of travel to and from the start / return point of your trip including your international flights, cost of passport and visas, personal equipment and personal expenses while on the trip and any other expenses specifically excluded on the trip description and/or invoice.***

We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

- **Cancellations and Changes**

Your contract with us may allow them to cancel or amend bookings. If we are your Booking Agent, we will ensure that you are promptly notified of any significant changes once we become aware of such change if there is time before your departure, but we accept no liability for any changes or costs incurred that may result. Subject to the Supplier's terms and conditions, you will then have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements if one is made available by the Supplier, or canceling your booked arrangements and receiving any applicable refunds. We do not guaranty that any refunds will apply.

## 2. **Your Agreement With Us**

- **Your Acceptance of these Terms and Conditions**

By booking your arrangement with us or using our website, you are agreeing to be bound by the terms of this Agreement, including Parts 1-3 of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements or use of any website content. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

- **If You Change Your Booking**

Where a change requested by you to your travel arrangements is permitted and possible, our standard service fees will apply in addition to any additional Supplier charges. Please contact your original booking agent to enquire about changes, for details of how to request changes. Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased.

- **If You Cancel Your Booking**

Cancellation of bookings must be notified to us by letter or email by the party leader as soon as possible. Your notice of cancellation will only be effective when it is received in writing by us.

Period before departure within which written notification of cancellation is received by us

Cancellation charge per person cancelling (% of total cost)

12 – 6 weeks 25%

6 to 2 weeks 50%

2 weeks to date of departure or later 100%

In addition to the cancellation terms and conditions of our Supplier(s), our standard fees will apply as may be outlined on your receipt or booking confirmation. We need to receive from you your original voucher before any applicable refund can be considered. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

- **If You Have a Complaint**

If you have a problem during your holiday, please inform the relevant Supplier (e.g. your hotel) immediately. Should they be unable to resolve the matter, please immediately contact us, either through the office where you made your arrangements, or through [www.ecopathtrek.com](http://www.ecopathtrek.com). If you fail to timely contact us, we will not be permitted the opportunity to investigate your complaint and attempt to rectify any error while you are away, and this may affect your rights under this Agreement.

- **Travel Documents and Destinations**

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Prior to booking international travel, we recommend that you review any Government's prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk.

- **Passport, Visa and Immigration Requirements**

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

You are also required to carry a valid International Student I.D, if you are traveling on a special student/youth/ ticket. It is your responsibility to verify this with our travel experts who is assisting you.

- **Travel Insurance**

Travel insurance is a vital part of your arrangements. We strongly recommend that you have taken out adequate insurance for the duration of your journey. It is essential that you have adequate and appropriate cover for your trip including any adventurous activities such as trekking at altitude. Note that the majority of our trips do not require the use of climbing ropes and are all supervised. It is important to have adequate insurance which will cover cancellation costs from the date of booking as well as medical expenses (including evacuation and repatriation). If you travel against the advice, the validity of your insurance policy may be affected. Please read your policy details carefully and take them with you on your trip. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

- **Health:** Except as disclosed in your medical questionnaire, you are taken to confirm at the time of booking that you are in good health, physically capable of undertaking all aspects of the trip, and unaware of any reason why you may be unsuited to taking part or may be likely to suffer illness or injury during the trip, taking into account its challenges and purposes. If you are unable to give for this confirmation for any reason or have any medical condition or disability which may affect your trip, you must contact us before you submit your application form so that we can assist you in considering the suitability of the trip for you.

If any information given in the application form or medical questionnaire is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate your participation in the trip, depending on when we become aware of the true position. In this situation, cancellation charges will apply and we will not be responsible for any costs or expenses incurred as a result.

- **Special requests:** Please advise us of any special requests prior to making your booking. Where possible, we will endeavour to meet or arrange for our suppliers to meet any such request. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

- **Travel Advice and Vaccinations**

Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

- **Privacy Policy**

You consent to our processing and sharing of personal information about you and other members of your party that you have provided to us in accordance with the terms of and for the purposes set forth in our privacy policy. You represent that you have read and agree to the terms of our privacy policy, which can be found at our website

- **Our Liability to you**

We promise to make sure that the trip arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care.

Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

Your act(s) and/or omission(s); or

The act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unforeseeable or unavoidable; or 'force majeure'.

We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services which any supplier (including any of the regional Adventure Alternative companies) agrees to provide or arrange for you where we have not agreed to provide or arrange these services as part of our contract. Such additional services will include any activities which do not form part of your contracted trip arrangements which a supplier agrees to provide or arrange for you while you are away.

In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

Conditions of suppliers: Suppliers, including transport operators, provide their services in accordance with their own terms and conditions. These terms may limit or exclude their liability to you in the event of death, personal injury, delay or loss / damage of personal possessions.

### **Additional Terms**

#### Warranties, Disclaimers and Limitation of Liability

FOR THE AVOIDANCE OF DOUBT, REFERENCES HEREIN TO "US" "WE" AND "OUR" SHALL ALSO REFER TO OUR AFFILIATES. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY US OR OUR SUPPLIERS OR PUBLISHED ON OUR WEBSITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. WE DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO SUCH INFORMATION THAT APPEARS ON OUR WEBSITE. WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.

ANY RATINGS FOR SUPPLIERS ARE INTENDED ONLY AS GENERAL GUIDELINES, AND WE DO NOT GUARANTEE THE ACCURACY OF THE RATINGS. WE MAKE NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC PRODUCTS AND SERVICES. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY US OR CONTAINED ON OUR WEBSITE FOR ANY PURPOSE. THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES BY US DOES NOT CONSTITUTE OUR ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES THAT OUR WEBSITE, ITS SERVERS OR ANY EMAIL SENT FROM US OR OUR SUPPLIERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WARRANTY DISCLAIMERS MAY VARY FROM STATE TO STATE.

THE CARRIERS, HOTELS AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ON THIS WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF PERU. WE ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WE HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND OUR CONTROL, AND WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR OUR SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE OUR WEBSITE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- **General**

We are acting as an independent contractor and no joint venture, partnership or employment relationship exists between you and us or our Suppliers as a result of this Agreement or your use of our website.

We reserve the right at any time to modify this Agreement without prior notice to you. Please refer to our website at [www.ecopathtrekperu.com](http://www.ecopathtrekperu.com), from time to time to review the most current version of the Agreement. Your continued access or use of our website or services signifies your acceptance of the modifications to the Agreement. You may not assign your rights or obligations under this Agreement to any third party. We may terminate this Agreement at any time for any reason, and such termination shall not affect any right to relief to which we are entitled at law or in equity.