

## **TERMS AND CONDITIONS PERUMOTORS S.R.L. (US-version 2.2/12<sup>th</sup> April 2008)**

### **PeruMotors S.R.L.**

All our tours will be operated by PeruMotors S.R.L.

### **Tour Booking**

On your request PeruMotors will send you a tour-offer. With your confirmation and booking you accept these Terms and Conditions as a binding contract between PeruMotors and you, the participant. PeruMotors cannot accept any tour participant without a confirmation. Please read the Terms and Conditions carefully.

### **Reservation and Deposit**

For each tour package a reservation deposit of € 250,00 per person is required at the time of booking. This deposit secures a place on the tour. The balance is due at latest 6 weeks before the tour starts. If the total balance is not received in time, PeruMotors and/or Peru-Private-Tours reserves the right to treat this reservation as cancelled and charge the cancellation/deposit fee.

If the tour is booked within 6 weeks from the start of the tour, the total amount is to be paid upon booking.

### **Cancellations-policy and refunds**

In case of a cancellation by the customer, we follow our cancellation-policy:

- A.** Cancellation by customer more than 56 days before departure-date: the downpayment of € 250,00;
- B.** Cancellation by customer from 56 until 28 days before departure-date: € 500,00;
- C.** Cancellation by customer from 28 until 14 days before departure-date: 75% of the total amount;
- D.** Cancellation by customer from 14 days before departure-date: 100% of the total amount.

PeruMotors recommends all our customers to insure the risk of a cancellation.

### **Change of reservation**

No charge will be made for each requested change made after tour was confirmed and invoiced. But the change must be made by mutual agreement, must fit in our program and is only valid when confirmed in writing.

### **Tour Cancellation**

In this case the customers will be notified as soon as possible. PeruMotors will refund

their payment in full, which will constitute the full settlement. PeruMotors is not liable for any additional costs or losses incurred by the tour participant due to PeruMotors cancellation of tour due to lack of participation. This includes, but not limited to the cost of pre-paid airline tickets, hotel reservations or automobile rentals. Situations may arise which, in our opinion, make it necessary for us to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements. In that event, we do not assume responsibility or liability for any resulting losses, expenses or inconvenience. Your full tour price will be refunded if the tour is cancelled prior to scheduled tour start date. PeruMotors and/or Peru-Private-Tours is not required to make refunds once tour commences regardless of the reason for participant being unable to complete his or her tour.

### **Minimum Motor-tour participants**

Up to 6 weeks prior to tour start PeruMotors and/or Peru-Private-Tours can cancel a tour or increase the rate, if less than the minimum tour members have booked and fully paid at that time.

### **Traffic laws and travel regulations**

If the customer does not comply with traffic laws or the requirements for group travel, the contract may be cancelled by PeruMotors, without any refunds.

### **Passport-, Visa-, Driving- and Health**

The customer is responsible for complying with above regulations and all consequences resulting from non-compliance.

### **Insurance**

PeruMotors and/or Peru-Private-Tours recommends strongly that you take out adequate cancellation-, accident-, loss of luggage and personal property- and medical expenses insurance.

### **Responsibility**

PeruMotors and/or Peru-Private-Tours is responsible for providing the services listed in the tour description according to the local standard and the accurate description of service offered in its literature. PeruMotors is selecting carefully and is constantly checking

its contractors, such as hotels, bus company's etc. PeruMotors is responsible that its motors and 4x4's are in perfect condition. PeruMotors is not responsible or liable for any accidents. PeruMotors and/or Peru-Private-Tours reserves the right without prior notice to withdraw any part or all of a tour to make such changes as may be necessary and the extra cost, if applicable, resulting there from, shall be paid by the customer. Furthermore, it is agreed and understood that the owners of this service are not guardians of any customer's safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the tour, which might result in injury, death or other damage to the client, his property, or his family, theirs, or assigns.

### **Release and Waiver**

Every participant of a Tour operated by PeruMotors is required to accept and sign a release and waiver form of rights before the tour start. PeruMotors cannot accept any tour-participant without a signed release and waiver form.

### **Baggage**

PeruMotors assumes no responsibility for loss, damage, or delay in delivering baggage to tour participants. Baggage turned over to PeruMotors for storage and/or transportation each day is done so at participants own risk. Baggage insurance is recommended.

### **Tour Operator**

Lars Caldenhoven and Geert Abel Boeder are the owners of PeruMotors.

We are settled in Arequipa, in the southern part of Peru, and you can contact us 24h a day or leave a message on our e-mail, and we will get back to you.

PeruMotors S.R.L.

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