

TERMS AND CONDITIONS FOR ONLINE PURCHASE

GENERAL CONDITIONS

1. PORCELL TOURS E.I.R.L. guarantees that our published trip prices will not change unless a substantial increase will be launched by the local suppliers or exchange rates.
2. Our prices are in U.S. dollars and include all applicable taxes and fees for foreign tourists and non-residents in Peru. Peruvians must pay an additional 18% VAT. In the case of Hotels, the VAT 18% is not included for foreign tourists with a staying up to 60 days within Peru. At the time of the check-in at the hotel you must present your **Passport** (or DNI for countries that have an agreement with the Peruvian government) plus the **Andean Migrations Card (TAM)** that reconfirm this otherwise the VAT 18% will be charged to your room rate.
3. Group rates are subject to discounts, please consult our Reservations Department.
4. Air Fares (if included in purchased tour/ service) are subject to changes and availability. Once you receive confirmation, specific cancellation policy will be advised depending on confirmed fare.

RESERVATION AND PAYMENTS:

5. All our tour/ service reservations are subject to availability. In case there is no more room at the hotel you have selected, we are going to choose a similar hotel for you in the same category.
 6. If your tour begins within 30 days, we strongly advise you not to make a purchase. Instead, make a reservation and we will confirm availability as soon as possible.
 7. Partial or Full payment will be required once booking is confirmed. Online transactions are available through this web site. Charges due will depend on the time in advance the chosen tour/ service has been reserved:
- Up to 60 Days prior, 50% payment will be debited and remaining balance will be due 30 days prior to the arrival of the passengers.
 - Any reservation made within the 30 days prior to the arrival of the passengers will be charged in full.

If the total price of the tour/ service is not paid on time there will be no security regarding the availability of the reservation and it may be cancelled.

ONLINE TRANSACTIONS

8. Security

Online transactions are provided through a secure website. However, you acknowledge and agree that internet transmissions are never entirely secure or private, and that any message or information you send to or through the PORCELL TOURS E.I.R.L. website and while using online transactions (including credit card information) may be read or intercepted by others, even where a website is stated as being secure. PORCELL TOURS E.I.R.L. shall have no liability for the interception or 'hacking' of any data through the Council website or any other website by unauthorized third parties.

9. Your Warranties

In using any PORCELL TOURS E.I.R.L. online transactions, you represent and warrant that you are over 18 and have legal capacity to contract in Peru. If you are using a credit card to process a transaction, you represent and warrant that the credit card is issued in your name and that you shall pay to the issuer all charges incurred while using online transactions.

10. Accuracy of Transaction Information

Before completing an online transaction with PORCELL TOURS E.I.R.L., you will be presented with a confirmation screen verifying the transaction details you wish to process. It is your responsibility to verify that all transaction, credit card and other details are correct. You should print the transaction confirmation for future reference and your files. PORCELL TOURS E.I.R.L. shall have no liability for transactions which are incorrect as a result of inaccurate data entry in the course of any online transactions, or for loss of data or information caused by factors outside of PORCELL TOURS E.I.R.L.'s control.

11. Support Hours

To contact any of our representatives you can do it by phone calling to +51 988 86 09 65 or +51 973 69 09 68 from Monday to Friday 09:00 to 18:00 UTC/GMT -5 hours or by sending an e-mail to info@porcelltoursperu.com

12. Your Credit Card Statement

The charges done to your credit card will be showed under the name of PORCELL TOURS E.I.R.L. which is the company in charge of the online transactions.

CANCELLATION BY YOU

13. Cancellation fees are as follows:

Important: All reimbursed amounts will be subject to a 10% administration fee charge deduction.

Cancellation Policy:

In the event of full cancellation, PORCELL TOURS E.I.R.L. will use its best efforts in negotiating any applicable cancellation fees with suppliers. Only non-negotiable specific fees will not be reimbursed.

The following penalties will apply depending on when the cancellation notice will be received:

Cancellation Fee expense depending on Prior Days Notice:

- 91 or more days \$0
- 61 to 90 days 25% of trip cost
- 31 to 60 days 50% of trip cost
- 0 to 30 days 100% of trip cost

Cancellation of Tours with Flights:

- No money refund.
- Any changes are subject to availability from the Airline.

TRAVEL DOCUMENTS:

14. Once your services are confirmed you will receive a confirmation notice.
15. The Visa and Passport requirements of countries to which we travel vary by nationality and change for reasons beyond our control. Although we endeavor to provide you with accurate information about these requirements it remains the responsibility of each traveler to verify that they have the appropriate travel documents. PORCELL TOURS E.I.R.L. cannot be liable for any expenses or costs arising from a traveler being prohibited from entering a country we visit on trip.

PREPARING FOR YOUR TRIP

16. Our trips entail risks – and rewards – beyond those encountered at home. We always stress that our trips are a partnership with travelers. Our primary objective is to take the hassle out of a great

travel experience. In return, we count on people to ensure they are healthy and fit; to read our pre-trip materials about clothing, training, medical requirements and culture-specific etiquette; to appreciate that in some countries, local living standards, practices, services and accommodations may differ from those in North America or Europe (often in delightful ways); and to understand – indeed relish – the fact that a road less travelled means a more unpredictable and more rewarding adventure.

17. Insurance:

Before travelling on a trip, PORCELL TOURS E.I.R.L. strongly recommends that you review your personal insurance and your health insurance to ensure you have coverage appropriate to meet your needs, and the needs of your family and dependents, in case of any loss of property, or accident, injury or death. Some of PORCELL TOURS E.I.R.L. trips are intentionally designed to take clients “off the beaten path” to places where facilities, infrastructure, safety and other standards may not be sophisticated and may be different from those in a traveler’s home country. Some Trips involve physical activity that can be demanding, depending on the condition of the traveler, and the risk of serious personal injury, including permanent disability and death from accident, illness or the actions or negligence of other persons. Medical facilities and services may not be easily accessible and may not be sophisticated. There are other risks associated with the trips, such as theft or loss of or damage to property. Some of the services provided in connection with the trip, including lodging, transportation, food service, and local tours and activities, are obtained from independent suppliers over whom PORCELL TOURS E.I.R.L. has no control.

CLAIMS AND REFUNDS

Refunds are not made for any missed tour services or activities. Please see "Limitation of Liability, Release and Indemnity" on this page. For verifiable claims to be considered, they must be received in written means within 30 days of the termination of the tour and be accompanied by supporting documentation and/or a statement from the tour operator verifying the claim.

Any adjustments will not be made for unused sightseeing trips or meals. We will not accept any liability for any claims that are not received within 30 days of the termination of the tour.

LIMITATION OF LIABILITY, RELEASE AND INDEMNITY:

To be eligible to take a PORCELL TOURS E.I.R.L. trip, travelers must accept these risks and assume full responsibility for any loss, injury, death or damage to them, their family or their dependants arising in connection with their participation, or the participation of their family, in the trips. Travelers must have their own insurance appropriate to their needs and the needs of their family or dependants in respect of such loss, injury, death or damage.

Although PORCELL TOURS E.I.R.L. endeavors to choose appropriate independent suppliers to provide services on the trips, PORCELL TOURS E.I.R.L. has no right to control their operations and therefore makes travel arrangements for the trips on the condition that PORCELL TOURS E.I.R.L. will not be liable for any act or omission of any independent supplier or any unrelated third party. The services provided by independent suppliers are subject to the laws of the place where the services are provided, and any conditions imposed by those suppliers. The liability of the independent suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements.

FORCE MAJEURE.

Delays or delays in the performance of obligations by PORCELL TOURS E.I.R.L. shall be excused in the event that the breach or delay in question is due to a cause of "Force Majeure". "Force Majeure" means a cause that prevents the fulfillment of an obligation that is beyond reasonable control and that could not be solved by exercising due diligence. These include fire, flood, sabotage, shipwrecks, embargoes, explosions, strikes and other labor conflicts, accidents, riots, acts of government authorities and acts of nature.

If the Customer or PORCELL TOURS E.I.R.L. is affected by causes of Force Majeure (i) each of the parties will notify the other party immediately, explaining all the details and the expected duration of the cause of Force Majeure And (ii) will do everything possible to remedy the interruption or delay in case it is reasonable to assume that it can be remedied.

PORCELL TOURS E.I.R.L. will do everything in its power to provide the services, assuming its own expenses, to comply with the delivery dates requested by the Customer.

The cost of all PORCELL TOURS E.I.R.L. trips is based on travelers agreeing to this Limitation of Liability, Release and Indemnity. In consideration for participating in the trips, travelers agree not to sue PORCELL TOURS E.I.R.L. in respect of, and forever release them from, all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the trip – including, without limitation, permanent disability and death; any emotional distress; any loss of services, financial support, aid, consortium or companionship; and any damage to or loss of property – in each case even if caused in whole or in part by the conduct, including the negligence, of PORCELL TOURS E.I.R.L., except where such loss, injury or damage is caused by reckless or fraudulent conduct on the part of PORCELL TOURS E.I.R.L. or their employees, guides, shareholders, officers or directors, in which case the traveler retains the right to sue only PORCELL TOURS E.I.R.L. in respect of that conduct.

Travelers further agree that they will indemnify and hold PORCELL TOURS E.I.R.L. harmless in respect of any claims arising in connection with the trip made by: i) third parties, which arise from the misconduct of the travelers; ii) the traveler's family members, dependants or heirs, iii) third parties, which the traveler, their estate, their family members, dependants or heirs have sued, if damages are recovered from such third parties, to the extent the third party obtains any indemnification from PORCELL TOURS E.I.R.L.; except where the loss, injury, death or damage is caused by the reckless or fraudulent conduct on the part of PORCELL TOURS E.I.R.L., or their employees, guides, shareholders, officers or directors.

PORCELL TOURS E.I.R.L. reserves the right to decline accepting or retaining any traveler whose health or actions in PORCELL TOURS E.I.R.L.'s sole judgment impede the operation of a trip or the welfare or enjoyment of fellow travelers. In further consideration for participating in the trip, travelers agree that PORCELL TOURS E.I.R.L., or their designate, may use any photographic or film records of the trips for promotional and/or commercial purposes, without any remuneration to the traveler. The traveler agrees to assign all right, title and interest they may have in or to any media in which their name or likeness might be used to PORCELL TOURS E.I.R.L.

Travelers agree that PORCELL TOURS E.I.R.L. is the trustee of the respective rights of PORCELL TOURS E.I.R.L. under this Limitation of Liability, Release and Indemnity, which will apply to a traveller's trips with PORCELL TOURS E.I.R.L., and any transfer of a reservation to another trip, including any pre-trip or post-trip extensions. This Limitation of Liability, Release and Indemnity is binding upon all members of the traveler's family, dependants, estate, heirs, successors and legal personal representatives. Any claim or dispute arising out of or relating to this Limitation of Liability, Release and Indemnity or its interpretation, the trip, or the traveler's relationship with PORCELL TOURS E.I.R.L. will be resolved exclusively in the courts of Cusco and will be governed exclusively by Peru law.