



## **GENERAL TERMS AND CONDITIONS – INKAR PERU 2025**

At **Inkar Peru**, we reaffirm our commitment to providing our valued clients with the best travel experiences, competitive rates, and conditions that maximize their benefits. Our goal is to ensure travelers enjoy a secure and unforgettable journey across all the destinations we operate.

To uphold this commitment, we have updated our **terms and conditions**, effective **January 1, 2025**. These changes reflect evolving market conditions, particularly in high-demand destinations where supply is limited, such as **Machu Picchu, the Galápagos Islands, Easter Island, and Patagonia**. By implementing these policies, we strive to maintain **service quality, safety, and sustainability** while ensuring an optimal experience for our travelers.

As always, **we** are available to address any concerns and tailor solutions that best suit your needs, provided they align with our operational standards. **Thank you for trusting Inkar Peru with your travel plans.**

**Marily Cjumo Ovalle**  
**General Manager**  
**Rural Earth Expeditions E.I.R.L. (Inkar Peru)**

### **1. ACCEPTANCE OF TERMS**

These **General Terms and Conditions** (hereinafter referred to as the "**terms**") apply to all services provided by **Inkar Peru** (hereinafter referred to as "**we**," "**our**," or "**the company**") to **agencies, tour operators, and other partners** (hereinafter referred to as "**client**" or "**clients**").

By **contracting our services**, clients **explicitly accept these terms**, and they **must inform their intermediaries**, including **employees, agents, representatives, affiliates, and collaborators**, about the full scope of these conditions.

### **2. RESPONSIBILITY**

**Inkar Peru** specializes in **tourism operations, reservation management, and experience-based travel services** across South America. However, the quotation of a travel program, tour, or service **does not** constitute an automatic reservation or confirmation.

- A **formal request for confirmation** must be made **exclusively via email**, and the necessary payments must be processed before any booking is secured.
- Quotations have a **limited validity period** and are subject to **availability and price adjustments** at the time of confirmation.
- In certain cases, **prepayment is required** to secure services and prevent rate fluctuations for dynamic pricing products.

### **Limitations of Liability**

#### **Inkar Peru is not responsible for:**

- The client's **inability to use** the services.
- The **replacement cost of services** due to client-initiated changes.
- **Errors or omissions** made by service providers.
- **Actions or omissions** by the client.

Certain activities may involve **inherent risks**, including but not limited to:

- **The Inca Trail, rafting, canoeing, mountain biking, ziplining, and horseback riding.**

Clients must inform their passengers that these activities carry **physical and personal risks**, and **Inkar Peru does not guarantee participant safety**. **We assume no liability** for injuries, accidents, or other incidents that may occur.

### **3. SERVICE AVAILABILITY**

Our **expertise and local partnerships** allow us to offer **customized itineraries** throughout **Peru and South America**. However, travel plans are subject to **unforeseen circumstances**, such as:

- **Natural disasters** (earthquakes, landslides, extreme weather conditions).
- **Political crises** (protests, strikes, government restrictions).
- **Force majeure events** (pandemics, unexpected closures).

**Inkar Peru reserves the right to modify, suspend, or adjust** excursions and itineraries **to ensure passenger safety**. Any necessary modifications will be communicated to the client as soon as possible.

### **4. CONFIDENTIALITY**

All **quoted prices** are **strictly confidential**, and clients **must not disclose this information** to third parties.

## 5. PRICING AND RESERVATIONS

- Prices quoted by **Inkar Peru** are **subject to change without prior notice**.
- Rates are **only guaranteed** once reservations are **confirmed in writing via email**.

### High-Demand Periods

The following **major festivities and holiday seasons** involve **special pricing and reservation policies**:

- **Easter Week (Semana Santa)**
- **Carnival in Brazil**
- **Inti Raymi (June 24, Cusco, Peru)**
- **Peru's Independence Day (July 28-29)**
- **November 1st (All Saints' Day)**
- **Christmas & New Year (December 23 - January 1)**
- **Long weekends and public holidays in each country**

### VAT (IGV) Exemption for Foreign Travelers in Peru

To qualify for the **18% VAT exemption on lodging**, passengers **must**:

1. **Check in with their original passport and Andean Immigration Card** (both must be stamped and registered by the Peruvian Immigration Department).
2. **Passengers from MERCOSUR countries** may use their **national identity documents** to qualify.

## 6. PASSENGER INFORMATION REQUIREMENTS

Certain services require **advance submission of passenger details** for confirmation. We provide a **secure online system** for data entry, which will be communicated by our team via email.

Clients are responsible for ensuring passengers meet all **entry requirements**, including:

- **Valid passports** and expiration dates.
- **Visas** (if applicable).
- **Vaccination certificates** or **health requirements**.

Failure to comply with entry requirements may result in **denied entry or additional costs**, for which **Inkar Peru assumes no responsibility**.

To ensure smooth operations, clients must provide:

- **Complete flight itineraries and Passenger Name Records (PNR) at least 30 days before arrival.**

## **7. PAYMENT POLICY**

Our commercial and sales teams are highly skilled and dedicated to representing you at our destinations, ensuring exceptional experiences for your clients. The continuous effort involved in managing these services comes with associated costs; therefore, we require a 10% deposit to confirm any reserved services.

Timely payment is essential, as failure to do so may lead to service cancellations. Additionally, certain products have unique deposit requirements, which our sales team will outline at the time of booking and before final confirmation.

Our team will also provide details regarding advance payments for air and train tickets.

To secure availability for specific services, including entry to Machu Picchu and the Inca Trail, we have established a pre-purchase policy requiring a USD 250 payment per passenger. This ensures the reservation of designated spaces as per the itinerary. Without this payment, availability will be subject to remaining open dates or may result in cancellation due to high demand.

The full balance for all services must be settled before the passenger's arrival at the destination.

- Individuals (1 to 9 passengers): 100% of the remaining amount must be paid 40 days before services begin.
- Groups (10 or more passengers): a new deposit of 40% is required 60 days before the start of operations, and the final payment is due 45 days before.

Certain payments may need to be made further in advance, and your sales executive will provide the necessary details.

Failure to complete payments within the specified timeframe grants **Inkar Peru** the right to cancel all reserved services. Clients acknowledge and accept this policy upon receiving prior notification.

For those operating under credit terms, payments must be made **on or before** the due date outlined in the contract, agreement, or invoice. Credit terms are reviewed annually, and late payments may lead to a reassessment of conditions.

Bank account details or alternative payment methods will be provided upon request.

Additionally:

- **Certain services**, such as train and flight tickets or **Machu Picchu** entry, require **full prepayment at the time of booking**.
- **If payments are not received by the due date, Inkar Peru reserves the right to cancel the reservation without prior notice.**

## **8. CANCELLATION POLICY**

Our clients can change and/or cancel the services booked with us. These actions are subject to additional charges and depend on space availability. In the case of date changes, new travel dates must be communicated within a maximum of 30 days from the change request, and prices may vary according to our policies.

### **Cancellation fees for individuals (1-9 passengers):**

- 40 days before passengers' arrival: 10% charge of the deposits made.
- 39 to 30 days before passengers' arrival: 30% charge of the invoice value.
- 29 to 15 days before passengers' arrival: 50% charge of the invoice value.
- Changes made 15 days before passengers' arrival: 100% charge of the invoice value.
- Some payments for tickets, air tickets, or specific products with certain cancellation policies may be non-refundable from the moment of confirmation. We will communicate this at the time of booking.

### **Cancellation fees for groups (10 or more passengers):**

- 60 days before the group's arrival: 10% charge for deposits made.
- 59 to 30 days before the group's arrival: 30% charge of the invoice value.
- 29 to 15 days before the group's arrival: 50% charge of the invoice value.
- 15 days before the group's arrival: 100% charge of the deposits made. o Some payments for tickets, air tickets, or specific products with certain cancellation policies may be non-refundable from the moment of confirmation.
- We will communicate this at the time of booking.

### **No Show:**

- If the service is canceled or passengers fail to show up, an **additional 18% VAT (IGV)** charge will apply.

## 9. SPECIFIC MACHU PICCHU & INCA TRAIL POLICIES

Machu Picchu is one of the most popular destinations, and tickets, circuits, and schedules sell out quickly. To ensure a seamless experience that meets our travelers' expectations, we have specific policies in place. Daily ticket availability is limited, and purchase requests must be processed immediately. To secure a ticket for a preferred date and time, we recommend making reservations in advance:

- **Individuals (1 to 9 passengers):** At least 60 days before the visit.
- **Groups (10 or more passengers):** At least 90 days before the visit.

Machu Picchu tickets are non-refundable and non-transferable.

For visitors entering Machu Picchu via the Inca Trail, the ticket grants access only to the Inca citadel (Ilaqta).

If reservations are not made within the recommended timeframe, we will purchase the best available tickets at the time of booking, but we cannot guarantee the requested date or time.

Regarding train services to and from Machu Picchu, passengers are allowed only one piece of hand luggage (a backpack, bag, or briefcase) weighing no more than 11 pounds (5 kilograms). Larger luggage that exceeds these limits cannot be transported. If needed, we offer baggage services, which can be arranged during the itinerary planning process.

## 10. SUSTAINABILITY COMMITMENT

Here's your reworded paragraph:

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At Inkar Peru, we advocate for purposeful travel—one that supports community development and environmental conservation. We inspire our clients to embrace sustainable tourism by fostering awareness among intermediaries and travelers about the importance of protecting natural resources and respecting biodiversity and cultural heritage. In line with this commitment, we encourage the following practices:

- Minimize the use of single-use plastics by urging intermediaries and travelers to carry reusable water bottles.
- Share information about our initiatives and available options to offset the CO2 emissions generated by our operations.
- Encourage intermediaries and travelers to follow the guidance of authorized personnel when engaging with children, adolescents, natural sites, protected areas, historical or archaeological zones, indigenous communities, and cultural heritage displays, both tangible and intangible.

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This document serves as the **official policy of Inkar Peru**. Please contact your sales executive for further details. **Thank you for choosing us!**