

# Terms and Conditions

Before making a reservation with **PANTIACOLLA GREEN TRAVELS**, we encourage you to read these Terms and Conditions carefully, as they constitute a contract agreement between **PANTIACOLLA GREEN TRAVELS** and you, the **Client**, from the time the booking is made. The person who makes the booking accepts these conditions on behalf of all the people in the group and is responsible for all payments due. The purchase of any travel services offered by **PANTIACOLLA GREEN TRAVELS** constitutes a contractual arrangement between the **Client** and **PANTIACOLLA GREEN TRAVELS** and represents the Client's acceptance of the **PANTIACOLLA GREEN TRAVELS** Terms & Conditions set out herein.

## 1. ABOUT US

- **PANTIACOLLA GREEN TRAVELS** is a duly licensed Travel Agency in Cusco, Peru

## 2. BOOKING CONDITIONS

- All travel arrangements should be booked and paid for at least within **THREE business days in advance**. Should arrangements need a longer advance booking time, the client will be informed of this during the communications used to set these arrangements up. For tour packages in international groups, we strongly recommend that Clients book with at least a few weeks' notice. For Private Tours we recommend that Clients book with a few months' notice. Once Clients have confirmed and submitted his/her booking and personal travel details to **PANTIACOLLA GREEN TRAVELS** he/she will receive a confirmation and pro-forma invoice of his/her booking via e-mail. Please note that **ALL bookings require a Non-refundable Down Payment of 25% of the total package price at the time of the booking**. If booking occurs less than 7 days before your arrival date FULL payment is required. If you prefer to pay for your booking with a bank transfer, please contact **PANTIACOLLA GREEN TRAVELS** through email ([pantiacollamanu@gmail.com](mailto:pantiacollamanu@gmail.com) or [pantiacollacusco@hotmail.com](mailto:pantiacollacusco@hotmail.com)) and send us all the information regarding the booking, such as name of the guests, tour type and tour departure date, plus send us a copy of the bank deposit slip/confirmation. Client will receive the necessary travel documents: e-tickets, vouchers and itinerary via email. Please print out these documents, as the Client will need to show them for all services during his/her visit.
- Booking services with **PANTIACOLLA GREEN TRAVELS** is available only to persons aged **18 years and older** and Clients that have the right, authority and capacity to transact business and agree to abide by this Agreement. If the Client is using the Services on behalf of another organization or entity, then he/she agrees to be bound by this Agreement on behalf of that Organization and he/she represents and warrants that he/she has the authority to bind the Organization to this Agreement. By submitting a booking, Client warrants and confirms to **PANTIACOLLA GREEN TRAVELS** that he/she complies with these arrangements. This Agreement is published in compliance with, and is governed by the provisions of Peruvian law.

### 3. TERMS OF PAYMENT

- Please note that **ALL bookings require a Non-refundable Down Payment of 25% of the total package price at the time of the booking.** If the booking occurs less than 7 days before the Client's arrival date FULL payment is required. We accept payment thru Bank Deposit, Westernunion or cash. Credit card payment is ONLY accepted for DOWN PAYMENTS BY online booking through our website [www.pantiacolla.com](http://www.pantiacolla.com), subject to the terms and conditions of our affiliate companies. If you prefer to pay for your booking with a bank transfer, please contact us and send us all the information regarding the booking, such as name of the guests, tour type and tour departure date, and send us the bank deposit slip/confirmation. All Prices quoted on **PANTIACOLLA GREEN TRAVELS** tours are in **US DOLLARS (US\$)** and per person, unless otherwise specified. All payments are due in **US DOLLARS. PANTIACOLLA GREEN TRAVELS** is not responsible for any changes in currency exchange rates that might occur from the time of booking until a deposit is made.
- **3.1 For Payments from banks of other Countries** International bank transfer can be instantaneous, or it can take 5-7 business days. In some cases, transfers will take even longer than this, however around a week is a fairly standard time frame for many overseas transfers. Please take note that currency rates differ from one bank to another and varies each day. Each bank has its own tariff and the pricing is subject to change. Please check with your bank for the corresponding fees and remittance charges from the Sending and the Receiving Banks. Please take note that **PANTIACOLLA GREEN TRAVELS will base the Client's payment from the ACTUAL US DOLLAR DEPOSIT to the Bank of PANTIACOLLA GREEN TRAVELS.** Remittance Fees from the Sending and Receiving Bank would be borne by the Client. International payments can be tricky. There is often confusion caused by use of one or more intermediary banks, different methods, and sometimes additional fees so please check with your bank, as all extra fees are the Clients responsibility. **It is only upon receipt of payment from PANTIACOLLA GREEN TRAVELS's bank that booking is confirmed.**
- **3.2 For Western Union** With 245,000 Western Union Agent location worldwide, it is easy to send and receive money. Choose to send money in minutes, the next day or directly to a bank account. Use cash, a credit card, or a debit card.

### 4. VALIDITY OF PRICES

- All rates quoted or shown in our tariffs are based on current prices.
- **PANTIACOLLA GREEN TRAVELS** reserves the right to alter or change already published prices on the website without notice in the event of currency fluctuation, government taxes, or any such costs increases that is outside **PANTIACOLLA GREEN TRAVELS's** control.
- **PANTIACOLLA GREEN TRAVELS** reserves the right to alter routes, itineraries or departure times without prior notice should this be necessary due to weather or other reasons that are beyond **PANTIACOLLA GREEN TRAVELS'** control.

- Please notice that in the case of changes of flights, the passenger is responsible for any additional costs that become payable as a result of such changes. Prices are guaranteed against any surcharge after an invoice has been issued, unless the increase is due to government laws or currency changes and amounts to 5% of the package price or more. The amounts that exceed 5% will be charged and clients will be entitled to cancel their booking with a full refund if the surcharge exceeds 10%. Any increase due to changes in government laws, i.e. tax changes will be added to the invoice.

#### 5. SPECIAL REQUESTS

- For any special requests, please inform us in writing when booking is made. We are happy to honor your special requests or pass it on to the hotel, airline or other supplier but we cannot guarantee that it will be accommodated, however we will do our best given sufficient time of notice. Unless and until specifically confirmed all special requests are subject to availability.

#### 6. PASSENGERS WITH DISABILITIES

- **PANTIACOLLA GREEN TRAVELS** makes every reasonable effort to accommodate all passengers' needs; however, our vehicles are not equipped with disability access, wheelchairs and other disability aids. We assume no responsibility for injury or any inconvenience in this regard. We cannot guarantee lodge/hotel rooms for our customers with disabilities either when booking an overnight trip with lodge/hotel accommodation included. However, we will do our very best to try to reserve the appropriate accommodation, if available. Passengers with disabilities and/or any other health issues must advise and inform **PANTIACOLLA GREEN TRAVELS** by email at the time of making the reservation. We reserve the right to decline a booking should it be determined that we are unable to properly accommodate or meet our obligations towards that passenger(s) and or for safety considerations.

#### 7. CANCELLATION TERMS/REFUNDS

- **Once a booking is confirmed and finalized, the 25% down payment is Non-Refundable.** Refund of final payment for any unused tours, transport, hotels, will depend upon payments already made by **PANTIACOLLA GREEN TRAVELS**. Services not yet paid for by **PANTIACOLLA GREEN TRAVELS**, can be refunded, **however, only when cancellation occurs TWO WEEKS OR MORE before the start date of the services.**
- If the Client's Travel Package includes domestic air tickets, cancellation of airline ticket will be based on its cancellation policy, based on their fare rules. **PANTIACOLLA GREEN TRAVELS** only acts as an agent for the airlines and is not responsible if the said Airline cancels, reschedules, or delays a flight for any reason. In any case, **PANTIACOLLA GREEN TRAVELS** will extend necessary assistance to address concerns of guests and to safeguard their welfare, but the Airline Company will be responsible for the final decision on such requests. Additional and incidental expenses incurred due to delay, suspension, accidents and local conditions must be borne by the guest.

#### 8. FORCE MAJEURE

- World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions, Please take note that **PANTIACOLLA GREEN TRAVELS** is not responsible for changes which arise as a result of events outside of our control,

such as technical or maintenance problems with transportation, changes imposed by re-scheduling or cancellation of flights by an airline, or main charter company, war or threat of war, riot, civil strife, industrial disputes, natural disasters, bad weather or terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics.

## 9. LIABILITY

- Once the Client book through **PANTIACOLLA GREEN TRAVELS**, he/she agrees to be legally bound by the following terms and conditions.  
**PANTIACOLLA GREEN TRAVELS** organizes tours into the Manu Rainforest and the rest of Peru, using both its own and external services. For the external services, both inside and outside of Manu, it acts in good faith, but solely as an intermediary and an agent for vendors and service providers (i.e Air and Hotel accommodation, Ground transportation, Tours, Meals, Travel Insurance, etc.) and as such, it is not liable for breach of contract or any intentional or careless actions or omissions on part of suppliers, which may result in any loss, damage, delay, injury, death, sickness, or accident sustained by the client and his travel companions in the course of availing the indicated services.
- **PANTIACOLLA GREEN TRAVELS** likewise shall not be responsible for any injuries, damages, losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climatic conditions, schedule changes caused by weather or road conditions, force majeure such as natural catastrophes, strikes, abnormal conditions or developments, or any other irregularities, actions, omissions or conditions outside the travel agent's reasonable control. By embarking upon this travel, Travelers (CLIENT/CUSTOMER) voluntarily assume all risks involved with such travel, whether expected or unexpected.
- **Luggage is at the owner's risk throughout the tour**
- All information on **PANTIACOLLA GREEN TRAVELS** website is subject to change and we reserve the right to correct any mistakes that may appear on our website. These general booking conditions are subject to change and we reserve the right to update these conditions without notice.
- **PANTIACOLLA GREEN TRAVELS** is not responsible for any delays caused by the customer or individual who does not comply with the time limit a tour guide recommends for each stop or site.
- **PANTIACOLLA GREEN TRAVELS** reserves the right to remove any passenger who causes a disturbance to any individual during the tour/excursion, including the tour guide/driver, or poses as a threat to an otherwise smooth and safe trip
- Some tours may include physical activities like hiking, walking, kayaking, riding an ATV (all terrain vehicle), rafting, riding in vehicles etc., which involves risks. **PANTIACOLLA GREEN TRAVELS** does not assume any responsibility for any injuries, accidents or health issues that might be a result from any of these physical activities. All of our customers are responsible for evaluating the potential risks of participating in any of our tours that may involve physical activity. Please immediately inform **PANTIACOLLA GREEN TRAVELS** if Client have any health issues prior to making his/her reservation.
- Flight cancellations and delays of airlines are beyond **PANTIACOLLA GREEN TRAVELS'** reasonable control, hence, it accepts no responsibility over these

events. In the event of any delay or suspension, it is the responsibility of the Airline Company to take the necessary remedial action to address the same and its consequences. In any case, **PANTIACOLLA GREEN TRAVELS** will extend necessary assistance to address concerns of guests and to safeguard their welfare, but the Airline Company will be responsible for the final decision on such requests. Additional and incidental expenses incurred due to delay, suspension, accidents and local conditions must be borne by the guest.

- Please be advised that it is the Client's responsibility to arrange proper exit/re-entry documents, validity of passport and visa for the country(ies) to visit. Given the possibility of changes to timetables, routings, programs, and (tour) prices, the same shall be subject to confirmation
- Client's retention of tickets, reservations, tour/hotel vouchers and other travel documents after issuance shall constitute consent to all of the above and an agreement on their part to convey hereto to their travel companions or group members.

## 10. DOCUMENTATION

- Where travel and health documents are necessary to comply with the requirements of Perú, then it is CLIENT'S RESPONSIBILITY to procure them. If failure to obtain any such documents results in fines, surcharges or any other financial penalty being imposed upon us, then you agree to reimburse us accordingly. You must ascertain by consulting your own doctor, if necessary the specific precautions deemed prudent for the country or destination you intend to visit and to ensure that the appropriate medication, inoculations or other precautions are taken.

## 11. INSURANCE

- Please note that individual travel insurance is not included in the tour price and all medical costs and other costs involved must be paid for by the client. It is therefore strongly recommended that participants take out personal travel insurance, especially for the active tours. We strongly recommend to all of our clients to purchase comprehensive travel insurance prior to departure to meet any contingencies that would cover against cancellation charges, unexpected curtailment of your vacation, medical expenses arising overseas including repatriation, loss or damage to luggage and personal liability claims against you. Should you fail to secure such Travel Insurance coverage prior to your travel, then you accept full responsibility for yourself and all of the members of your party, and indemnify **PANTIACOLLA GREEN TRAVELS** and our Peru Travel agents and representatives (as applicable) for any and all costs that may arise, which would otherwise have been met, had such travel insurance been in force.

## 12. COMPLAINTS

- Our main goal is to provide our Clients with excellent services. If our Clients, for any reason, are not satisfied with our services, we would like to hear about it. We recommend our Client to contact us as soon as any incident occurs. If a problem arises during Client's trip, please contact us immediately, so that we can assist you. All notices and communications shall be in writing.

Any contract or dispute between us and these Reservations conditions are to be governed by and construed in accordance with Peruvian Law. Both parties agree to submit to the exclusive jurisdiction of the Courts of Cusco City, Peru.

The effective date of this policy is January 1, 2016. It replaces all prior privacy policies issued by **PANTIACOLLA GREEN TRAVELS**. We reserve the right to change our policy at any time.

**PLEASE TAKE NOTE:**

- **PANTIACOLLA GREEN TRAVELS** reserves the right to hire independent tour guide/drivers, subcontractors and/or contractors to facilitate our tours, shuttle services and travel packages.
- In the event that we are unable to facilitate your tour due to weather and/or road conditions, we will attempt to reach each location, site and destination using alternative routes but we are not liable nor responsible for these unforeseen weather/traffic conditions. No refunds will be available.
- Tour guide/driver gratuities are not included in our tour price
- Tour prices do not include additional incidental fees, unless otherwise indicated on your tour voucher or email confirmation.
- All vehicles & boats operated by **PANTIACOLLA GREEN TRAVELS** are non-smoking according to Municipal and City Ordinances.
- **We reserve the right to refuse service to any person or business who may refuse to comply with our safety instructions.** our tour itinerary, or to anyone who may pose a threat to our customers and/or our tour guides/drivers.